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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

10 JAMESON PHILIP LEE; MELISSA
ROSHELLE ABED; ROGER SAMIR ISIED;
11 SAMANTHA ACUÑA; STEPHEN CEFALI;
VIDHAN AGRAWAL; ROCHELLE BATAAN;
12 AHMED KAWSER; HELEN BEGLEY;
MOHAMED BERNOU; NAWEL MOHAMED;
13 STEPHAN BOYER; ALEXIS GUILLERMO
BUZ; ALEXIS MOSQUEDA; AUSTIN
14 CALDWELL; TYLER PATTERSON;
ALEXANDER CHOI; GERTA MALAJ;
15 KELSEY CHOW; KENT KUBO; DAHAE
CHUNG; ALISON NOJIMA; TOCHI EMEKA;
16 STEPHANIE FONG; NICOLAS GERE-
LAMAYSOUETTE; MARINA SIST; KEVIN
17 HUGHES; DAISY JOHNSON; SEQUOIA
JOHNSON; CHRISTIAN KLUG; LI LIU; JANE
18 KWON; WILL PARK; RHEA MEHTA;
ROHAN MUKHERJI; SABA MIRZA; JAMES
19 MURPHY; HYUN JEE PARK; BRANDON FU
HAO PEK; JOHNATHAN ADAM RICE;
20 EMILY J. PALMER-RICE; MEGAN ROCHE;
ERIC STINEHART; SALONI SHAH; AJAY
21 SHARMA; CARRIE STERN; STEPHANIE
SUNWOO; BRIAN TILLMAN; JENNIE
22 THACKERAY; JOHN THACKERAY;
COURTNEY M. VELLA; AAMOD
23 WALAVALKAR; SHAIMA WIKARS;
MARCUS WIKARS; SUQI YANG; JACK
24 ZHANG; and POES 1 through 100, inclusive,

Plaintiffs,

v.

26 HINES INTERESTS LIMITED PARTNERSHIP,
a Delaware corporation; and DOES 1 through
27 100, inclusive,

Defendants.

CASE NO.

COMPLAINT FOR DAMAGES BASED ON:

1. NUISANCE
2. BREACH OF THE COVENANT OF QUIET ENJOYMENT
3. VIOLATION OF SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 37.10B
4. BREACH OF CONTRACT
5. BREACH OF THE IMPLIED WARRANTY OF HABITABILITY
6. CONSTRUCTIVE EVICTION
7. NEGLIGENCE
8. VIOLATION OF CALIFORNIA CIVIL CODE SECTION 1941 *et. Seq.*
9. VIOLATION OF SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 37.9C

JURY TRIAL DEMANDED

COMPLAINT FOR DAMAGES

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1 **I. INTRODUCTION**

2 1. 33 Tehama Street (“33 Tehama”) is a massive, 35-story apartment building in San
3 Francisco which opened to residents in 2018. The building purports to be a swanky, glass-skinned,
4 externally lit tower in San Francisco’s South of Market district,¹ consisting of one-bedroom and two-
5 bedroom apartments, as well as penthouses.

6 2. DEFENDANT, developer and property manager, HINES INTERESTS LIMITED
7 PARTNERSHIP (“HINES”) markets 33 Tehama as “a modern residence for San Franciscans seeking
8 the epitome of city living - a coveted SoMa location, world class architecture, renowned art, stunning
9 interiors, unmatched service, breathtaking views, custom scents and thoughtful approaches
10 everywhere.”² 33 Tehama boasts the ultimate luxury including a “menu of on-demand services that let
11 you outsource virtually anything” and “the very best of San Francisco living - all in one address.”



21 **Figure 1 – Image of 33 Tehama**

22 3. Tenants paid thousands of dollars a month to rent units in the building, which was
23 marketed as a luxury high-rise. However, instead of receiving “the very best,” they faced a nightmare
24 of finding themselves renting uninhabitable and dangerous units, and ultimately finding themselves
25 homeless.

26 _____
27 ¹ Rachel Swan, *Inside the “nightmare that never ends” at San Francisco’s 33 Tehama St.*, San
28 Francisco Chronicle, (Aug. 21, 2022), available at: <https://www.sfchronicle.com/sf/article/tehama-flooding-high-rise-17383266.php>.

² 33 Tehama, “An Iconic San Francisco Address,” tab available at <https://33tehama.com/vision/>.

1 5. Even worse, the Department of Building Inspection ordered a sudden evacuation on
2 June 3, 2022, after the initial leak was not properly repaired. Unbelievably, the same water main burst
3 a second time on August 10, 2022, exacerbating the disaster. Tenants have been denied building access
4 for months—resulting in tenants being separated from valuables and daily essentials. Some tenants
5 were barely able to evacuate their pets.

6 6. Adding further insult to injury, recent reports and security footage captured workers
7 hired by, and under the direction and authority of DEFENDANT, rummaging through residences and
8 stealing items from tenants.

9 7. Tenants have been left to wonder from afar if their items and identity are safe, whether
10 items will be recovered, and whether they will have a home again at 33 Tehama, or a home anywhere
11 for that matter. Moreover, even if they are permitted to ever return, tenants no longer feel safe and
12 have lost all trust in DEFENDANT.

13 8. Despite the multiple flooding incidents, DEFENDANT failed to secure proper
14 permitting to institute repairs to the water system. The San Francisco Department of Building
15 Inspection issued multiple violations for DEFENDANT HINES and its current contractor, Turner
16 Construction (“Turner”), for failure to obtain necessary permits. The companies had failed to deliver
17 an action plan that city inspectors requested—with reports reflecting that the floors remained sodden
18 and the elevators of the massive high-rise out of service.

19 9. The building has been deemed uninhabitable until 2023 at the earliest, while
20 DEFENDANT HINES ceased paying for alternative tenant accommodations as of August 17, 2022.

21 10. PLAINTIFFS are tenants of 33 Tehama. Each Plaintiff has been displaced since the
22 first leak occurred in June of 2022. PLAINTIFFS have not had access to their units nor many of their
23 personal belongings since the second flood of August 10, 2022. PLAINTIFFS have incurred substantial
24 hardship, expense and suffering as a result of DEFENDANT’S conduct.

25 **II. JURISDICTION AND VENUE**

26 11. This Court has jurisdiction over this matter pursuant to Section 395 of the Code of Civil
27 Procedure. At all relevant times, DEFENDANT has resided in, been incorporated in, or done
28 significant business in the state of California so as to render the exercise of jurisdiction over

1 DEFENDANT, by California courts consistent with traditional notions of fair play and justice. Further,
2 a substantial part of the events that caused PLAINTIFFS’ damages occurred in the County of San
3 Francisco and in the State of California.

4 12. Venue is proper in this Court because the real property that is the focus of the
5 litigation—33 Tehama, San Francisco—was built and is located in the County of San Francisco. Thus,
6 a substantial part of the events, acts, omissions, and transactions complained of herein occurred in
7 and/or originated from the County of San Francisco.

8 13. The amount in controversy exceeds the jurisdictional minimum of this Court.

9 **III. THE PARTIES**

10 **A. PLAINTIFFS**

11 14. PLAINTIFF JAMESON PHILIP LEE (“Mr. Lee”) entered into a leasing agreement
12 with DEFENDANT in June 2020 through October 12, 2022, for \$3,253 a month to rent a unit at 33
13 Tehama. Mr. Lee resided in Unit 26C, on the twenty-sixth floor of 33 Tehama. Mr. Lee was at work
14 during the evacuation at 33 Tehama on June 3, 2022. He immediately left work to rescue his cat and
15 gather his essential documents from the flood. He had no other choice but to leave his personal
16 belongings at his apartment. He was forced to stay at hotels and incur travel expenses in order to stay
17 with friends and family members. Mr. Lee had to repurchase essential items, such as shirts, socks,
18 underwear, pants, and jackets. He has incurred moving expenses and continues to pay monthly storage
19 fees. Mr. Lee missed work because of the situation. The evacuation and relocation have caused Mr.
20 Lee significant stress, anxiety, and damage.

21 15. PLAINTIFF MELISSA ROSHELLE ABED (“Ms. Abed”) resided in Unit 8G, on the
22 eighth floor of 33 Tehama with PLAINTIFF ROGER SAMIR ISIED (“Mr. Isied”). They entered into
23 a leasing agreement with DEFENDANT in May 2019 for \$1,350 a month. Ms. Abed continued to live
24 at 33 Tehama a second year with monthly base payments of \$1,400 and monthly base payments of
25 \$1,450 the second year. Ms. Abed and Mr. Isied evacuated 33 Tehama on June 3, 2022. Ms. Abed
26 was forced to stay at a small hotel room for several months and had to purchase new furniture.
27 Furthermore, Ms. Abed was unable to gather all her groceries and incurred expenses due to perishable
28 food because the electricity was shut off several times due to the flood. Due to Ms. Abed’s

1 displacement, she had to hire a dog sitter. Ms. Abed received only a minimal amount per day for food
2 and incidentals from DEFENDANT since the day of the flooding. Further, Ms. Abed missed sporadic
3 days of work over a three-month span. Due to the June 3 flooding incident, Ms. Abed was unable to
4 study for her Ph.D exam which delayed the completion of her Ph.D program. Ms. Abed was placed in
5 an emergency temporary rental through the Mayor's Office of Housing and Community Development.
6 The evacuation and relocation have caused Ms. Abed significant stress, anxiety, and damage.

7 16. PLAINTIFF Mr. Isied resided in Unit 8G, on the eighth floor of 33 Tehama with Ms.
8 Abed. Mr. Isied and Ms. Abed evacuated 33 Tehama on June 3, 2022. In addition to the expenses he
9 and Ms. Abed incurred listed above, Mr. Isied missed multiple days of work over a three-month span.
10 Due to the June 3 flooding incident, Mr. Isied delayed his graduation for his Ph.D program and
11 postponed his graduation until December 2022. Due to the additional expenses, Mr. Isied had to seek
12 a paid internship while he was writing his Ph.D dissertation, which resulted in 80 plus hour work weeks.
13 Mr. Isied was placed in an emergency temporary rental through the Mayor's Office of Housing and
14 Community Development. The evacuation and relocation have caused Mr. Isied significant stress,
15 anxiety, and damage.

16 17. PLAINTIFF SAMANTHA ACUÑA ("Ms. Acuña") and PLAINTIFF STEPHEN
17 CEFALI ("Mr. Cefali") entered into a leasing agreement with DEFENDANT in February 2022, for
18 approximately \$5,427 a month to rent a unit at 33 Tehama. Ms. Acuña and Mr. Cefali resided in Unit
19 28L, on the twenty-eighth floor of 33 Tehama. Ms. Acuña and Mr. Cefali evacuated 33 Tehama on
20 June 3, 2022. Ms. Acuña was forced to live out of her suitcase and stay in at least nine different hotels
21 within the last four months. Her apartment was directly impacted by the June 3rd flood because water
22 was rushing into Ms. Acuña's apartment shortly after the pipe burst. Ms. Acuña immediately attempted
23 to protect her personal items by placing towels in large garbage bags to prevent the running water
24 intruding her apartment. The water surpassed her ankles and continued to rise while Ms. Acuña was
25 desperately trying save her belongings and prevent any more damage. DEFENDANT provided daily
26 stipends for lodging food and other incidentals in the amount of \$250 until August 16, 2022. On August
27 31, 2022, Ms. Acuña moved all her belongings out and placed them in storage. Ms. Acuña has incurred
28 storage expenses, moving expenses, wasted perishable food and incurred grocery expenses. Before

1 Ms. Acuña relocated her belongings, she noticed damage to her furniture and paintings, and upon
2 returning to her unit she could not locate her \$13,000 Rolex watch. Ms. Acuña missed work because
3 she had to pack her belongings to evacuate her apartment. Ms. Acuña continues to face uncertainty as
4 to whether she will ever return to the building, and worse fears that even should she return, she can
5 never trust DEFENDANT again. On the other hand, Ms. Acuña is unable to find comparable units in
6 San Francisco at the rate she had secured living at 33 Tehama. The evacuation and housing situation
7 has caused Ms. Acuña significant stress, anxiety, and damage.

8 18. PLAINTIFF Mr. Cefali resided in Unit 28L, on the twenty-eighth floor of 33 Tehama
9 with Ms. Acuña. Mr. Cefali and Ms. Acuña evacuated 33 Tehama on June 3, 2022. In addition to the
10 expenses, he and Ms. Acuña incurred, Mr. Cefali missed work because he had to pack his belongings
11 to evacuate. Mr. Cefali continues to face uncertainty as to whether he will ever return to the building,
12 and worse fears that even should he return, he can never trust DEFENDANT again. On the other hand,
13 Mr. Cefali is unable to find comparable units in San Francisco at the rate he had secured living at 33
14 Tehama. The evacuation and housing situation has caused him significant stress, anxiety, and damage.

15 19. PLAINTIFF VIDHAN AGRAWAL (“Mr. Agrawal”) entered into a leasing agreement
16 with DEFENDANT in July 2020 and December 2020, for approximately \$3,600 a month to rent a unit
17 at 33 Tehama. Mr. Agrawal resided in unit 27C and unit 15A of 33 Tehama. Mr. Agrawal evacuated
18 33 Tehama on June 3, 2022. He was forced to stay at multiple hotels. He was forced to leave behind
19 all personal belongings and was unable access to his apartment. He has incurred travel and moving
20 expenses due to the incidents at 33 Tehama. The hood of his vehicle was damaged due water from the
21 flood while in the building’s garage, and he did not receive any notification of damage or
22 reimbursement for repairs. The evacuation and relocation has caused Mr. Agrawal significant stress,
23 anxiety, and damage.

24 20. PLAINTIFF ROCHELLE BATAAN (“Ms. Bataan”) and PLAINTIFF AHMED
25 KAWSER (“Mr. Kawser”) entered into a leasing agreement with DEFENDANT in February 2019, for
26 \$1,465 a month to rent a unit at 33 Tehama. Ms. Bataan and Mr. Kawser resided in unit 7M, on the
27 seventh floor of 33 Tehama. Ms. Bataan and Mr. Kawser were displaced from 33 Tehama on June 3,
28 2022 and were forced to leave behind all personal belongings. Ms. Bataan continues to face uncertainty

1 as to whether she will ever return to the building, and worse fears that even should she return, she can
2 never trust DEFENDANT again. In the meantime, she and her family are temporarily residing in a
3 smaller unit as compared to their residence at 33 Tehama. The evacuation and relocation has caused
4 Ms. Bataan significant stress, anxiety, and damage.

5 21. PLAINTIFF Mr. Kawser resided in unit 7M, on the seventh floor of 33 Tehama with
6 Ms. Bataan. Mr. Kawser and Ms. Bataan were displaced from 33 Tehama on June 3, 2022 and were
7 forced to leave behind all personal belongings. Mr. Kawser continues to face uncertainty as to whether
8 he will ever return to the building, and worse fears that even should he return, he can never trust
9 DEFENDANT again. The evacuation has caused Mr. Kawser significant stress, anxiety, and damage.

10 22. PLAINTIFF HELEN BEGLEY (“Ms. Begley”) entered into a leasing agreement with
11 DEFENDANT in February 2022, for \$3,799 a month to rent a unit at 33 Tehama. Helen Begley resided
12 in Unit 28C, on the twenty-eighth floor of 33 Tehama. Ms. Begley evacuated 33 Tehama on June 3,
13 2022. She was forced to stay at multiple hotels and was forced to leave behind all personal belongings.
14 Every night after the June 3rd flood, it was very unclear where Ms. Begley would be sleeping. On
15 August 10, 2022, Ms. Begley went to her unit to gather her personal belongings. In the middle of her
16 packing, she was evacuated again due to another flood. She has incurred hotel, travel, moving, storage
17 and laundry expenses, and had to repurchase essential items, such as clothes and furniture due to the
18 incidents at 33 Tehama. Ms. Begley was unable to gather food left in the unit, including perishable
19 foods, which were thrown out. Ms. Begley was scheduled to study for the bar exam during the summer,
20 but it was very difficult for her to do so given that her books and study materials were trapped in the
21 building. She had to cancel travel plans and was unable to spend quality time with her family due to
22 the ongoing uncertainty of her living situation. Ms. Begley eventually relocated to a different apartment
23 building because she could not rely on DEFENDANT and the unclear future of the building. The
24 evacuation and relocation has caused Ms. Begley significant stress, anxiety, and damage.

25 23. PLAINTIFF MOHAMED BERNOU, (“Mr. Bernou”) and PLAINTIFF NAWEL
26 MOHAMED (“Ms. Mohamed”) entered into a leasing agreement with DEFENDANT to rent a unit at
27 33 Tehama. Mr. Bernou resided in unit 12E, on the twelfth floor of 33 Tehama with Ms. Mohamed.
28 Mr. Bernou was displaced from 33 Tehama on or about June 3, 2022. Mr. Bernou continues to face

1 uncertainty as to whether he will ever return to the building, and worse fears that even should he return,
2 he can never trust DEFENDANT again. The displacement has caused Mr. Bernou significant stress,
3 anxiety, and damage.

4 24. PLAINTIFF Ms. Mohamed resided in unit 12E, on the thirteenth floor of 33 Tehama
5 with Mr. Bernou. Ms. Mohamed was displaced from 33 Tehama on or about June 3, 2022. Ms.
6 Mohamed continues to face uncertainty as to whether she will ever return to the building, and worse
7 fears that even should she return, she can never trust DEFENDANT again. The displacement has caused
8 Ms. Mohamed significant stress, anxiety, and damage.

9 25. PLAINTIFF STEPHAN BOYER (“Mr. Boyer”) entered into a leasing agreement with
10 DEFENDANT in December 2020 and December 2021, for \$3,572.28 a month to rent a unit at 33
11 Tehama. Mr. Boyer resided in unit 25B, on the twenty-fifth floor of 33 Tehama. Mr. Boyer evacuated
12 33 Tehama on June 3, 2022. He was forced to stay at multiple hotels and Airbnb rentals from July
13 through September. He was forced to leave behind all personal belongings and was not able to retrieve
14 his furniture and other items until September 8, 2022. Mr. Boyer has incurred hotel and moving
15 expenses, as well as expenses to purchase new furniture because he had no access to his furniture at 33
16 Tehama. DEFENDANT promised Mr. Boyer \$125/day for incidentals until he was able to live in the
17 building again, plus a one-time payment of \$50 for the June 3 incident. He was also promised hotel
18 accommodations or up to \$300/day for accommodations until he was able to return to the building.
19 However, DEFENDANT later refused to fulfill even these minimal and improper assurances and did
20 not reimburse Mr. Boyer the full amounts. Mr. Boyer used a substantial amount of his accrued vacation
21 time from his employer because he had to deal with the ongoing housing issues that DEFENDANT
22 caused. The evacuation and relocation has caused Mr. Boyer significant stress, anxiety, and damage.

23 26. PLAINTIFF ALEXIS GUILLERMO BUZ (“Mr. Buz”) and PLAINTIFF ALEXIS
24 MOSQUEDA (“Mr. Mosqueda”) entered into a leasing agreement with DEFENDANT in November
25 2020, for approximately \$2,800 a month to rent a unit at 33 Tehama. Mr. Buz and Mr. Mosqueda
26 resided in unit 2C, on the second floor of 33 Tehama. Mr. Buz and Mr. Mosqueda were displaced from
27 33 Tehama on June 3, 2022. Mr. Buz was forced to leave behind all personal belongings and live in a
28 hotel. For several months, Mr. Buz was faced with uncertainty as to whether he will ever return to the

1 building. DEFENDANT failed to respond to Mr. Buz’s inquiries and did not provide timely updates
2 of his ongoing housing issues. Mr. Buz eventually relocated to a different apartment building because
3 he could not rely on DEFENDANT. The evacuation and relocation have caused Mr. Buz significant
4 stress, anxiety, and damage.

5 27. PLAINTIFF Mr. Mosqueda resided in unit 2C, on the second floor of 33 Tehama with
6 Mr. Buz. Even prior to the June 3, 2022 flood, Mr. Mosqueda’s apartment at 33 Tehama was flooded
7 in September of 2019. Mr. Mosqueda and Mr. Buz were displaced from 33 Tehama on June 3, 2022
8 due to the water leak at issue herein. Mr. Mosqueda was forced to leave behind all personal belongings
9 and live at a hotel. For several months, Mr. Mosqueda was faced with uncertainty as to whether he
10 will ever return to the building. Mr. Mosqueda eventually relocated to a different apartment building
11 because he could not rely on DEFENDANT or the integrity of the building. The evacuation and
12 relocation have caused Mr. Buz significant stress, anxiety, and damage.

13 28. PLAINTIFF AUSTIN CALDWELL (“Mr. Caldwell”) and PLAINTIFF TYLER
14 PATTERSON, (“Mr. Patterson”) entered into a leasing agreement with DEFENDANT in July 2020,
15 for \$3,338 a month to rent a unit at 33 Tehama. Prior to the June 3, 2022 flood, Mr. Caldwell was
16 displaced for three weeks from his apartment due to another flood that occurred in August of 2021.
17 Mr. Caldwell and Mr. Patterson resided in unit 2F, on the second floor of 33 Tehama at the time of the
18 events at issue herein. Mr. Caldwell was at work during the evacuation on June 3, 2022 and
19 immediately rushed home upon news of the leak. He was forced to stay at multiple hotels, and
20 eventually stayed with a friend because he could not rely on DEFENDANT to confirm and secure hotel
21 rooms. He was forced to leave behind all personal belongings and incurred moving expenses. The
22 evacuation and relocation process has caused Mr. Caldwell significant stress, anxiety, and damage.

23 29. PLAINTIFF Mr. Patterson resided in unit 2F, on the second floor of 33 Tehama with
24 Mr. Caldwell. Mr. Patterson evacuated 33 Tehama on June 3, 2022 with his dog and cat. In addition
25 to the expenses he and Mr. Caldwell incurred, Mr. Patterson’s cat was impacted by the evacuation and
26 instability and became ill due the stress. Mr. Patterson’s cat was hospitalized, and he incurred a hefty
27 veterinarian bill. He cancelled planned trips, and his life was placed on hold for several months because
28 of the uncertainty as to whether he will ever return to the building. The evacuation and relocation

1 process has caused Mr. Patterson significant stress, anxiety, and damage.

2 30. PLAINTIFF ALEXANDER CHOI (“Mr. Choi”) and PLAINTIFF GERTA MALAJ
3 (“Ms. Malaj”) entered into a leasing agreement with DEFENDANT in August 2019 for approximately
4 \$3,300 a month; in October 2020 for approximately \$2,600 a month; and in April 2022 for \$2,800 a
5 month. Mr. Choi and Ms. Malaj resided in unit 13H, on the thirteenth floor of 33 Tehama. Mr. Choi
6 and Ms. Malaj were displaced from 33 Tehama on or about June 3, 2022, and they were forced to leave
7 behind all personal belongings. Mr. Choi was in the building during the second flood in August of
8 2022 and was evacuated. Mr. Choi continues to face uncertainty as to whether he will ever return to
9 the building, and worse fears that even should he return, he can never trust DEFENDANT again. The
10 displacement from the building has caused Mr. Choi significant stress, anxiety, and damage.

11 31. PLAINTIFF Ms. Malaj resided in Unit 13H, on the thirteenth floor of 33 Tehama. In
12 addition to being displaced from the building, Ms. Malaj continues to face uncertainty as to whether
13 she will ever return to the building, and worse fears that even should she return, she can never trust
14 DEFENDANT again. The displacement from the building has caused Ms. Malaj significant stress,
15 anxiety, and damage.

16 32. PLAINTIFF KELSEY CHOW, (“Ms. Chow”) and PLAINTIFF KENT KUBO, (“Mr.
17 Kubo”) entered into a leasing agreement with DEFENDANT in February 2022, for \$3,852 a month to
18 rent a unit at 33 Tehama. Ms. Chow and Mr. Kubo resided in unit 22J, on the twenty-second floor of
19 33 Tehama. Ms. Chow and Mr. Kubo evacuated 33 Tehama on June 3, 2022. Ms. Chow was forced
20 to stay at multiple hotels and Airbnb rentals. She was forced to leave behind all personal belongings
21 and had to purchase essential items, such as clothes, toiletries, and prescribed medication. She has
22 incurred hotel expenses, moving expenses and other daily living expenses. Ms. Chow missed several
23 days of work due to the ongoing housing issue caused by DEFENDANT. Her life was placed on hold
24 for several months because of the uncertainty as to whether she will ever return to the building. On the
25 other hand, Ms. Chow is unable to find a comparable unit in San Francisco at the rate she had secured
26 living at 33 Tehama. Therefore, Ms. Chow relocated outside of the city limits. The evacuation and
27 relocation has caused Ms. Chow significant stress, anxiety, and damage.

28 33. Mr. Kubo resided in unit 22J, on the twenty second floor of 33 Tehama with Ms. Chow.

1 Mr. Kubo and Ms. Chow evacuated 33 Tehama on June 3, 2022. In addition to the expenses, he and
2 Ms. Chow incurred, Mr. Kubo missed several days of work due to the ongoing housing issue caused
3 by DEFENDANT. Mr. Kubo is unable to find a comparable unit in San Francisco at the rate he had
4 secured living at 33 Tehama. Therefore, Mr. Kubo relocated outside of the city limits. The evacuation
5 and relocation has caused Mr. Kubo significant stress, anxiety, and damage.

6 34. PLAINTIFF DAHAE CHUNG, (“Ms. Chung”) and PLAINTIFF ALISON NOJIMA,
7 (“Ms. Nojima”) entered into a leasing agreement with DEFENDANT in February 2022, for \$4,660 a
8 month to rent a unit at 33 Tehama. Ms. Chung and Ms. Nojima resided in unit 4D, on the fourth floor
9 of 33 Tehama. Ms. Chung and Ms. Nojima evacuated 33 Tehama on June 3, 2022 and have been
10 displaced since that time. Ms. Chung was forced to leave behind all personal belongings. Ms. Chung
11 continues to face uncertainty as to whether she will ever return to the building, and worse fears that
12 even should she return, she can never trust DEFENDANT again. The evacuation has caused Ms. Chung
13 significant stress, anxiety, and damage.

14 35. PLAINTIFF Ms. Nojima resided in unit 4D, on the fourth floor of 33 Tehama with Ms.
15 Chung. Ms. Nojima and Ms. Chung evacuated 33 Tehama on June 3, 2022. Like Ms. Chung, Ms.
16 Nojima was forced to leave behind all personal belongings. Ms. Nojima continues to face uncertainty
17 as to whether she will ever return to the building, and worse fears that even should she return, she can
18 never trust DEFENDANT again. The evacuation has caused Ms. Nojima significant stress, anxiety,
19 and damage.

20 36. PLAINTIFF TOCHI EMEKA, (“Ms. Emeka”) entered into a leasing agreement with
21 DEFENDANT in December 2021 to rent a unit at 33 Tehama. Ms. Emeka resided in unit 9G, on the
22 ninth floor of 33 Tehama. Ms. Emeka was displaced from 33 Tehama on or about June 3, 2022. She
23 was forced to stay at multiple hotels, with no apartment amenities, such as a refrigerator or a kitchen.
24 The hotels that DEFENDANT arranged for Ms. Emeka to stay in were unsafe, unsavory, and
25 unsanitary. She was forced to leave behind all personal belongings at the building. Since displaced
26 from the building, it has been hard for Ms. Emeka to find a decent workstation with internet, which
27 impacted her work performance. Ms. Emeka continues to face uncertainty as to whether she will ever
28 return to the building, and worse fears that even should she return, she can never trust DEFENDANT

1 again. On the other hand, Ms. Emeka is unable to find a comparable unit in San Francisco at the rate
2 she had secured living at 33 Tehama. The evacuation and ongoing housing issues have caused Ms.
3 Emeka significant stress, anxiety, and damage.

4 37. PLAINTIFF STEPHANIE FONG, (“Ms. Fong”) entered into a leasing agreement with
5 DEFENDANT in September 2021, for \$5,901 a month to rent a unit at 33 Tehama. Ms. Fong resided
6 in unit 20K, on the twentieth floor of 33 Tehama. Ms. Fong was displaced from 33 Tehama on June 3,
7 2022 and was forced to leave behind all personal belongings. Ms. Fong continues to face uncertainty
8 as to whether she will ever return to the building, and worse fears that even should she return, she can
9 never trust DEFENDANT again. The evacuation has caused Ms. Fong significant stress, anxiety, and
10 damage.

11 38. PLAINTIFF NICOLAS GERE-LAMAYSOUETTE, (“Mr. Gere-Lamaysouette”) and
12 PLAINTIFF MARINA SIST, (“Ms. Sist”) entered into a leasing agreement with DEFENDANT in
13 April 2022, for \$3,845 a month to rent a unit at 33 Tehama. Mr. Gere-Lamaysouette and Ms. Sist
14 resided in unit 17G, on the seventeenth floor of 33 Tehama. Mr. Gere-Lamaysouette and Ms. Sist
15 evacuated 33 Tehama on June 3, 2022. They were forced to stay at multiple hotels and eventually
16 returned to Montreal and no longer reside in the State of California. He was forced to leave behind all
17 personal belongings and has not had access to his apartment. He has incurred moving, storage and
18 traveling expenses due to the incidents at 33 Tehama. Mr. Gere-Lamaysouette continues to face
19 uncertainty. The evacuation and relocation has caused Mr. Gere-Lamaysouette significant stress,
20 anxiety, and damage.

21 39. PLAINTIFF Ms. Sist resided in unit 17G, on the seventeenth floor of 33 Tehama with
22 Mr. Gere-Lamaysouette. In addition to the expenses she and Mr. Gere-Lamaysouette incurred, Ms.
23 Sist was forced to make arrangements for Mr. Gere-Lamaysouette to fly back to San Francisco in
24 August to gather their belongings. However, another flood occurred in the building and Mr. Gere-
25 Lamaysouette was denied access to the building. Ms. Sist returned to Montreal and no longer resides
26 in the State of California as she faces continued uncertainty. The evacuation and relocation has caused
27 Ms. Sist significant stress, anxiety, and damage.

28 40. PLAINTIFF KEVIN HUGHES, (“Mr. Hughes”) entered into a leasing agreement with

1 DEFENDANT in December 2020, for approximately \$4,700 a month to rent a unit at 33 Tehama. Mr.
2 Hughes resided in Unit 22K, on the twenty-second floor of 33 Tehama. Mr. Hughes evacuated 33
3 Tehama on June 3, 2022 and was forced to leave behind all personal belongings. Since displaced from
4 the building, the burden and stress that DEFENDANT has caused Mr. Hughes has impacted his work
5 performance. Mr. Hughes continues to face uncertainty as to whether he will ever return to the building,
6 and worse fears that even should he return, he can never trust DEFENDANT again. On the other hand,
7 Mr. Hughes is unable to find comparable units in San Francisco at the rate he had secured living at 33
8 Tehama. The evacuation and ongoing housing issues have caused Mr. Hughes significant stress,
9 anxiety, and damage.

10 41. PLAINTIFF DAISY JOHNSON, (“Ms. Daisy Johnson”) and PLAINTIFF SEQUOIA
11 JOHNSON, (“Ms. Sequoia Johnson”) entered into a leasing agreement with DEFENDANT in February
12 2022, for \$4,282 a month to rent a unit at 33 Tehama. Ms. Daisy Johnson has been residing at 33
13 Tehama with her sister Ms. Sequoia Johnson. Ms. Daisy Johnson resided in unit 7K, on the seventh
14 floor of 33 Tehama. Ms. Daisy Johnson and Ms. Sequoia Johnson evacuated 33 Tehama on June 3,
15 2022. They were forced to find alternative housing and relocated to San Diego. Ms. Daisy Johnson
16 continues to face uncertainty as to whether she will ever return to the building, and worse fears that
17 even should she return, she can never trust DEFENDANT again. The evacuation and relocation has
18 caused Ms. Daisy Johnson significant stress, anxiety, and damage.

19 42. PLAINTIFF Ms. Sequoia Johnson resided in unit 7K, on the seventh floor of 33 Tehama
20 with her sister Ms. Daisy Johnson. Ms. Sequoia Johnson continues to face uncertainty as to whether
21 she will ever return to the building, and worse fears that even should she return, she can never trust
22 DEFENDANT again. The evacuation and relocation has caused Ms. Sequoia Johnson significant
23 stress, anxiety, and damage.

24 43. PLAINTIFF CHRISTIAN KLUG (“Mr. Klug”) and PLAINTIFF LI LIU (“Ms. Liu”)
25 entered into a leasing agreement with DEFENDANT to rent a unit at 33 Tehama. Mr. Klug and Ms.
26 Liu resided in unit 24D, on the twenty-fourth floor of 33 Tehama. Mr. Klug and Ms. Liu were displaced
27 from the building on or about June 3, 2022. Mr. Klug continues to face uncertainty as to whether he
28 will ever return to the building, and worse fears that even should he return, he can never trust

1 DEFENDANT again. The displacement has caused Mr. Klug significant stress, anxiety, and damage.

2 44. PLAINTIFF Ms. Liu resided in unit 24D, on the twenty-fourth floor of 33 Tehama with
3 Mr. Klug. Ms. Liu continues to face uncertainty as to whether she will ever return to the building, and
4 worse fears that even should she return, she can never trust DEFENDANT again. The displacement
5 has caused Ms. Liu significant stress, anxiety, and damage.

6 45. PLAINTIFF JANE KWON, (“Ms. Kwon”) and PLAINTIFF WILL PARK, (“Mr.
7 Park”) entered into a leasing agreement with DEFENDANT to rent a unit at 33 Tehama. Ms. Kwon
8 and Mr. Park resided in unit 9D, on the ninth floor of 33 Tehama. Ms. Kwon and Mr. Park were
9 displaced from the building on or about June 3, 2022. Ms. Kwon continues to face uncertainty as to
10 whether she will ever return to the building, and worse fears that even should she return, she can never
11 trust DEFENDANT again. The displacement has caused Ms. Kwon significant stress, anxiety, and
12 damage.

13 46. PLAINTIFF Mr. Park resided in unit 9D, on the ninth floor of 33 Tehama with Ms.
14 Kwon. Mr. Park has not resided in the building since being displaced in June 2022. Mr. Park continues
15 to face uncertainty as to whether he will ever return to the building, and worse fears that even should
16 he return, he can never trust DEFENDANT again. On the other hand, Mr. Park is unable to find a
17 comparable unit in San Francisco at the rate he had secured living at 33 Tehama. The displacement
18 has caused Mr. Park significant stress, anxiety, and damage.

19 47. PLAINTIFF RHEA MEHTA, (“Ms. Mehta”) entered into a leasing agreement with
20 DEFENDANT to rent a unit at 33 Tehama. Ms. Mehta resided in unit 21C, on the twenty-first floor of
21 33 Tehama. Ms. Mehta was displaced from 33 Tehama on or about June 3, 2022. Ms. Mehta continues
22 to face uncertainty as to whether she will ever return to the building, and worse fears that even should
23 she return, she can never trust DEFENDANT again. The displacement has caused Ms. Mehta
24 significant stress, anxiety, and damage.

25 48. PLAINTIFF ROHAN MUKHERJI, (“Mr. Murherji”) and PLAINTIFF SABA MIRZA
26 (“Ms. Mirza”) entered into a leasing agreement with DEFENDANT for \$4,400 a month in June 2019
27 and \$3,400 a month in 2020 to rent a unit at 33 Tehama. Mr. Murherji and Ms. Mirza resided in unit
28 10E, on the tenth floor of 33 Tehama. Mr. Murherji and Ms. Mirza evacuated 33 Tehama on June 3,

1 2022. They were forced to stay at multiple hotels with no apartment amenities, such as a refrigerator
2 or a kitchen. Mr. Murherji incurred additional housing expenses, travel expenses and moving expenses
3 due to the incidents at 33 Tehama. DEFENDANT has not reimbursed Mr. Murherji for
4 accommodations after he left the hotel in mid-June of 2022. Mr. Murherji is unable to find a
5 comparable unit in San Francisco at the rate he had secured living at 33 Tehama. Therefore, Mr.
6 Murherji relocated outside of the city limits. The evacuation and relocation has caused Mr. Murherji
7 significant stress, anxiety, and damage.

8 49. PLAINTIFF Ms. Mirza resided in unit 10E, on the tenth floor of 33 Tehama with Mr.
9 Murherji. Ms. Mirza and Mr. Murherji evacuated 33 Tehama on June 3, 2022. In addition to the
10 expenses she and Mr. Murherji incurred, Ms. Mirza's life was placed on hold because of the uncertainty
11 as to whether she will ever return to the building. Ms. Mirza is unable to find a comparable unit in San
12 Francisco at the rate she had secured living at 33 Tehama. Therefore, Ms. Mirza relocated outside of
13 the city limits. The evacuation and relocation has caused Ms. Mirza significant stress, anxiety, and
14 damage.

15 50. PLAINTIFF JAMES MURPHY ("Mr. Murphy") entered into a leasing agreement with
16 DEFENDANT to rent a unit at 33 Tehama. Mr. Murphy resided in unit 11I, on the eleventh floor of
17 33 Tehama. Mr. Murphy was displaced from 33 Tehama on or about June 3, 2022. He was forced to
18 stay at multiple hotels and leave behind all personal belongings at his unit. He has incurred hotel and
19 per diem expenses due to the incidents at 33 Tehama, and DEFENDANT has failed to properly
20 reimburse him. The displacement has caused Mr. Murphy significant stress, anxiety, and damage.

21 51. PLAINTIFF HYUN JEE PARK, ("Ms. Park") entered into a leasing agreement with
22 DEFENDANT in approximately May 2022 to rent a unit at 33 Tehama. Ms. Park resided in unit 18B,
23 on the eighteen floor of 33 Tehama. Ms. Park evacuated 33 Tehama on June 3, 2022. She was forced
24 to stay at multiple hotels and continues to live in a hotel. Ms. Park continues to face uncertainty as to
25 whether she will ever return to the building, and worse fears that even should she return, she can never
26 trust DEFENDANT again. On the other hand, Ms. Park is unable to find a comparable unit in San
27 Francisco at the rate she had secured living at 33 Tehama. Ms. Park has not had stable housing since
28 she evacuated on June 3, 2022. The evacuation and unstable housing situation has caused Ms. Park

1 significant stress, anxiety, and damage.

2 52. PLAINTIFF BRANDON FU HAO PEK (“Mr. Pek”) entered into a leasing agreement
3 with DEFENDANT to rent a unit at 33 Tehama. Mr. Pek resided in unit 28H, on the twenty-eighth
4 floor of 33 Tehama. Mr. Pek was displaced from the building on or about June 3, 2022. Mr. Pek
5 continues to face uncertainty as to whether he will ever return to the building, and worse fears that even
6 should he return, he can never trust DEFENDANT again. The displacement has caused Mr. Pek
7 significant stress, anxiety, and damage.

8 53. PLAINTIFF JOHNATHAN ADAM RICE, (“Mr. Rice”) and PLAINTIFF EMILY J.
9 PALMER-RICE (“Ms. Palmer-Rice”) entered into a leasing agreement with DEFENDANT in
10 November 2018, for \$4,734.84 a month to rent unit 28M; in April 2019, for \$4,867 a month to rent unit
11 21F; in June 2020, for \$6,054 a month to rent unit 23K; and in October 2021, for approximately \$6,261
12 a month to rent unit 30K. Mr. Rice resided at 33 Tehama with Ms. Palmer-Rice. Mr. Rice and Ms.
13 Palmer-Rice evacuated 33 Tehama on June 3, 2022, and they have been displaced since then. Mr. Rice
14 continues to face uncertainty as to whether he will ever return to the building, and worse fears that even
15 should he return, he can never trust DEFENDANT again. The evacuation and ongoing housing issues
16 have caused Mr. Rice significant stress, anxiety, and damage.

17 54. PLAINTIFF Ms. Palmer-Rice resided in units 28M, 21F, 23K and 30K at 33 Tehama
18 with Mr. Rice. Ms. Palmer-Rice and Mr. Rice evacuated 33 Tehama on June 3, 2022, and they have
19 been displaced since then. Ms. Palmer-Rice continues to face uncertainty as to whether she will ever
20 return to the building, and worse fears that even should she return, she can never trust DEFENDANT
21 again. The evacuation and ongoing housing issues have caused Ms. Palmer-Rice significant stress,
22 anxiety, and damage.

23 55. PLAINTIFF MEGAN ROCHE, (“Ms. Roche”) and PLAINTIFF ERIC STINEHART
24 (“Mr. Stinehart”) entered into a leasing agreement with DEFENDANT in January of 2022, for \$3,601
25 a month to rent a unit at 33 Tehama. Ms. Roche resided in unit 5K, on the fifth floor of 33 Tehama
26 with Mr. Stinehart. Ms. Roche evacuated 33 Tehama on June 3, 2022 and has been displaced since
27 that time. Her life was placed on hold because of the uncertainty as to whether she will ever return to
28 the building. The evacuation has caused Ms. Roche significant stress, anxiety, and damage.

1 56. PLAINTIFF Mr. Stinehart, entered into a leasing agreement with DEFENDANT in
2 January of 2021 through July of 2022, for \$3,601 a month to rent a unit at 33 Tehama. Mr. Stinehart
3 resided in unit 5K, on the fifth floor of 33 Tehama. Prior to residing with Ms. Roche, Mr. Stinehart
4 was residing with a different roommate at 33 Tehama. Mr. Stinehart evacuated 33 Tehama on June 3,
5 2022. During the evacuation, he noticed there was so much running water that the staircase appeared
6 to be “raining.” Mr. Stinehart had to walk-through ankle-deep water to exit the building. He was
7 forced to stay at multiple hotels and was forced to leave behind all personal belongings. He has incurred
8 hotel, food and travel expenses. His quality of life decreased due to his unstable housing situation.
9 During the building repairs, Mr. Stinehart’s apartment door was left unlocked during all hours of the
10 day, even when his unit was not being repaired. He spent several hours every day attempting to get
11 updates and reimbursements from DEFENDANT, which resulted in Mr. Stinehart missing multiple
12 days of work and reduced his productivity. Mr. Stinehart is unable to find a comparable unit in San
13 Francisco at the rate he had secured living at 33 Tehama. Therefore, he had to relocate out of the State
14 of California. The evacuation and relocation has caused Mr. Stinehart significant stress, anxiety, and
15 damage.

16 57. PLAINTIFF SALONI SHAH, (“Ms. Saloni”) entered into a leasing agreement with
17 DEFENDANT to rent a unit at 33 Tehama. Ms. Saloni resided in unit 13L, on the thirteenth floor of
18 33 Tehama. Ms. Saloni was displaced from 33 Tehama on or about June 3, 2022. Ms. Saloni continues
19 to face uncertainty as to whether she will ever return to the building, and worse fears that even should
20 she return, she can never trust DEFENDANT again. The displacement has caused Ms. Saloni
21 significant stress, anxiety, and damage.

22 58. PLAINTIFF AJAY SHARMA (“Mr. Sharma”) entered into a leasing agreement with
23 DEFENDANT in February of 2024, for \$3,502 a month to rent a unit at 33 Tehama. Mr. Sharma
24 resided in unit 29G, on the twenty-ninth floor of 33 Tehama. Mr. Sharma was displaced from 33
25 Tehama building on June 3, 2022. Mr. Sharma was present at the building during the second flooding
26 incident on August 10, 2022 and was evacuated on that day as well. Mr. Sharma continues to face
27 uncertainty as to whether he will ever return to the building, and worse fears that even should he return,
28 he can never trust DEFENDANT again. The evacuation has caused Mr. Sharma significant stress,

1 anxiety, and damage.

2 59. PLAINTIFF CARRIE STERN, (“Ms. Stern”) entered into a leasing agreement with
3 DEFENDANT in October of 2019, for \$5,300 a month and in October 2021 for \$5,296 a month to rent
4 a unit at 33 Tehama. Ms. Stern resided in unit 17K, on the seventeenth floor of 33 Tehama. Ms. Stern
5 evacuated 33 Tehama on June 3, 2022 while she was working from home. She was forced to stay at
6 multiple hotels. She was forced to leave behind all personal belongings and did not have access to her
7 belongings. For several months, Ms. Stern was faced with uncertainty as to whether she will ever return
8 to the building. DEFENDANT failed to respond to Ms. Stern’s inquiries and did not provide timely
9 updates of the ongoing housing issues. Ms. Stern eventually relocated to a different apartment building
10 because she could not rely on DEFENDANT. The evacuation and relocation have caused Ms. Stern
11 significant stress, anxiety, and damage.

12 60. PLAINTIFF STEPHANIE SUNWOO, (“Ms. Sunwoo”) and PLAINTIFF BRIAN
13 TILLMAN (“Mr. Tillman”) entered into a leasing agreement with DEFENDANT in March of 2022,
14 for \$5,667 a month to rent a unit at 33 Tehama. Ms. Sunwoo and Mr. Tillman resided in unit 26K, on
15 the twenty-sixth floor of 33 Tehama. Ms. Sunwoo and Mr. Tillman evacuated 33 Tehama on June 3,
16 2022. Ms. Sunwoo was forced to leave behind all her personal belongings. During the time
17 DEFENDANT had workers attempting to make repairs to units, Ms. Sunwoo’s security was severely
18 breached. She had personal checks stolen and cashed under a fictitious name. Other valuable items
19 were stolen from her unit, including an expensive bracelet. Further, Ms. Sunwoo missed work
20 opportunities as an interior designer on the day of the flood. Ms. Sunwoo was unable to find a
21 comparable unit in San Francisco at the rate she had secured living at 33 Tehama. Ms. Sunwoo was
22 forced to relocate to Scottsdale, Arizona because DEFENDANT continued to push out the date tenants
23 could return to the building. Ms. Sunwoo continues to face uncertainty. The evacuation, theft and
24 ongoing housing issues have caused Ms. Sunwoo significant stress, anxiety, and damage.

25 61. PLAINTIFF Mr. Tillman resided in unit 26K, on the twenty-sixth floor of 33 Tehama.
26 Mr. Tillman and Ms. Sunwoo evacuated 33 Tehama on June 3, 2022. He was forced to stay in at least
27 ten different hotel rooms and Airbnb rentals. Mr. Tillman was forced to pay out-of-pocket expenses to
28 stay in a safe hotel as opposed to the hotels provided by DEFENDANT. Mr. Tillman has incurred

1 housing and per diem expenses due to the incidents at 33 Tehama that DEFENDANT did not properly
2 reimburse. He was forced to leave behind all his personal belongings upon evacuation. There was
3 water intrusion in the room that Mr. Tillman kept all his office equipment, resulting in further damage.
4 Mr. Tillman was unable to find a comparable unit in San Francisco at the rate he had secured living at
5 33 Tehama. Mr. Tillman continues to face uncertainty. The evacuation and ongoing housing issues
6 have caused Mr. Tillman significant stress, anxiety, and damage.

7 62. PLAINTIFF JENNIE THACKERAY, (“Ms. Thackeray”) and PLAINTIFF JOHN
8 THACKERAY (“Mr. Thackeray”) entered into a leasing agreement with DEFENDANT in October of
9 2018 at a rate of \$1,585 a month to rent a 33 Tehama unit. Ms. Thackeray and Mr. Thackeray resided
10 in unit 2D, on the second floor of 33 Tehama with Mr. Thackeray’s Live-In Aide. Ms. Thackeray was
11 at work when evacuations occurred at 33 Tehama on June 3, 2022. She was forced to stay at hotels
12 and leave behind all personal belongings. Months prior to the flood, Ms. Thackeray was able to
13 supplement her income with temporary employment positions. Since the flood, Ms. Thackeray has
14 been unable to accept the additional work because of the uncertainty of her living situation.
15 Furthermore, Ms. Thackeray’s apartment was damaged due to a different water leak that occurred on
16 July 23, 2022 within her unit. During the repairs, a large picture fell off the wall, resulting in damage
17 and dangerous glass all over the floor. For several months, Ms. Thackeray was faced with uncertainty
18 as to whether she will ever return to the building. DEFENDANT failed to respond to Ms. Thackeray’s
19 inquiries and did not provide timely updates of the ongoing housing issues. Ms. Thackeray eventually
20 relocated to a different apartment building because she could not rely on DEFENDANT. The
21 evacuation and relocation have caused Ms. Thackeray significant stress, anxiety, and damage.

22 63. PLAINTIFF Mr. Thackeray resided in unit 2D, on the second floor of 33 Tehama with
23 Ms. Thackeray and his Live-In Aide. Mr. Thackeray evacuated 33 Tehama very early in the morning
24 on June 4, 2022. It was extremely difficult for Mr. Thackeray to evacuate his home due to his health
25 condition. He was forced to stay at hotels and leave behind all personal belongings. The evacuation
26 caused Mr. Thackeray significant stress, anxiety, and damage.

27 64. PLAINTIFF COURTNEY M. VELLA, (“Ms. Vella”) entered into a leasing agreement
28 with DEFENDANT to rent a unit at 33 Tehama. Ms. Vella resided in unit 11A, on the eleventh floor

1 of 33 Tehama. Ms. Vella was displaced from 33 Tehama on or about June 3, 2022. DEFENDANT
2 failed to respond to Ms. Vella’s inquiries and did not provide timely updates of the ongoing housing
3 issues. Ms. Vella continues to face uncertainty as to whether she will ever return to the building, and
4 worse fears that even should she return, she can never trust DEFENDANT again. The displacement
5 and ongoing housing issues have caused Ms. Vella significant stress, anxiety, and damage.

6 65. PLAINTIFF AAMOD WALAVALKAR (“Mr. Walavalkar”) entered into a leasing
7 agreement with DEFENDANT to rent a unit at 33 Tehama. Mr. Walavalkar resided in unit 16J, on the
8 sixteenth floor of 33 Tehama. Mr. Walavalkar was displaced from 33 Tehama on or about June 3,
9 2022. Mr. Walavalkar continues to face uncertainty as to whether he will ever return to the building,
10 and worse fears that even should he return, he can never trust DEFENDANT again. The displacement
11 has caused Mr. Walavalkar significant stress, anxiety, and damage.

12 66. PLAINTIFF SHAIMA WIKARS, (“Ms. Wikars”) and PLAINTIFF MARCUS
13 WIKARS (“Mr. Wikars”) entered into a leasing agreement with DEFENDANT in April of 2022, for
14 \$5,537 a month to rent a unit at 33 Tehama. Ms. Wikars and Mr. Wikars resided in unit 22L, on the
15 twenty-second floor of 33 Tehama. Ms. Wikars and Mr. Wikars evacuated 33 Tehama on June 3, 2022,
16 and were forced to leave behind all their belongings, including their wallets. They were forced to stay
17 at multiple hotels, and their reservations were limited to one-to-two-night stays. DEFENDANT
18 informed Ms. Wikars that hotel rooms were secured for them weeks at a time. However, despite
19 DEFENDANT’s promises, the hotels in fact did not have reservations secured for Ms. Wikars or Mr.
20 Wikars. Ms. Wikars has incurred storage, moving and traveling expenses due to the incidents at 33
21 Tehama. For several months, Ms. Wikars was faced with uncertainty as to whether she will ever return
22 to the building. DEFENDANT failed to respond to Ms. Wikars’s inquiries and did not provide timely
23 updates of the ongoing housing issues. Ms. Wikars eventually relocated to a different apartment
24 building because she could not rely on DEFENDANT. The evacuation and relocation have caused Ms.
25 Wikars significant stress, anxiety, and damage.

26 67. PLAINTIFF Mr. Wikars resided in unit 22L, on the twenty-second floor of 33 Tehama
27 with Ms. Wikars. In addition to the expenses, he and Ms. Wikars incurred, Mr. Wikars missed work
28 engagements due to the incidents at 33 Tehama. For several months, Mr. Wikars was faced with

1 uncertainty as to whether he will ever return to the building. He eventually relocated to a different
2 apartment building because he could not rely on DEFENDANT. The evacuation and relocation have
3 caused Mr. Wikars significant stress, anxiety, and damage.

4 68. PLAINTIFF SUQI YANG, (“Ms. Yang”) entered into a leasing agreement with
5 DEFENDANT for \$3,040 a month to rent a unit at 33 Tehama. Ms. Yang resided in unit 11H, on the
6 eleventh floor of 33 Tehama. Ms. Yang evacuated 33 Tehama on June 3, 2022. She was forced to stay
7 at multiple hotels. She was forced to leave behind all personal belongings and the flood caused damage
8 to her designer handbags, mattress, clothes, computer, and digital piano. She has incurred travel and
9 moving expenses due to the incidents at 33 Tehama. Since displaced from the building, Ms. Yang was
10 left without her work computer which has impacted Ms. Yang’s work performance. Ms. Yang
11 continues to face uncertainty as to whether she will ever return to the building, and worse fears that
12 even should she return, she can never trust DEFENDANT again. On the other hand, Ms. Yang is
13 unable to find a comparable unit in San Francisco at the rate she had secured living at 33 Tehama. The
14 evacuation and ongoing housing issues have caused Ms. Yang significant stress, anxiety, and damage.

15 69. PLAINTIFF JACK ZHANG, (“Mr. Zhang”) entered into a leasing agreement with
16 DEFENDANT in February 2020, for \$2,611 a month to rent a unit at 33 Tehama. PLAINTIFF Mr.
17 Zhang resided in unit 19B, on the nineteenth floor of 33 Tehama. Mr. Zhang was displaced from 33
18 Tehama on or about June 3, 2022 and was forced to leave behind all personal belongings. Mr. Zhang
19 has not been able to access his home office which he used daily in his apartment, which has cost him
20 tens of thousands of dollars. Due to the uncertainty and changing “return” dates promised by
21 DEFENDANT, Mr. Zhang relocated back to Europe. While Mr. Zhang was in Europe, he received an
22 untimely and unexpected deadline from DEFENDANT to permit access to his unit before the building
23 would be locked down. Mr. Zhang made travel arrangements to fly back to San Francisco to meet this
24 sudden deadline. Yet, he received a unit entry denial notice the morning of his flight from Europe. Mr.
25 Zhang continues to face uncertainty as to whether he will ever return to the building, and worse fears
26 that even should he return, he can never trust DEFENDANT again. The evacuation and ongoing
27 housing issues have caused Mr. Zhang significant stress, anxiety, and damage.

28 70. The true names of plaintiffs, POES 1-100, inclusive are unknown to PLAINTIFFS who

1 therefore bring this action under such fictitious names. PLAINTIFFS further allege that each fictitious
2 plaintiff was injured in some manner by the acts and occurrences alleged. PLAINTIFFS will amend
3 this Complaint to show their true names when ascertained.

4 **B. DEFENDANTS**

5 71. HINES INTERESTS LIMITED PARTNERSHIP (“HINES”) is a privately held limited
6 partnership that develops and invests in real estate. It is incorporated in Delaware with its principal
7 place of business in Houston, Texas. HINES has an office at 101 California Street, Suite 1000, San
8 Francisco, California, and does business in, the City and County of San Francisco, California, including
9 the development, construction, improvement, marketing, management and rental of 33 Tehama.

10 **1. Other Defendants**

11 72. The true names and capacities, whether individual, corporate, associate or otherwise of
12 Defendants DOE 1 through DOE 100, inclusive, are unknown to PLAINTIFFS who therefore sue said
13 Defendants by such fictitious names pursuant to Code of Civil Procedure § 474. PLAINTIFFS further
14 allege that each fictitious Defendant is in some manner responsible for the acts and occurrences
15 hereinafter set forth. PLAINTIFFS will amend this Complaint to show the true names and capacities
16 of each fictitious Defendant when ascertained, as well as the manner in which each fictitious Defendant
17 is responsible.

18 **2. Agency and concert of action**

19 73. At all relevant times, each of the DEFENDANTS were the agents, servants, employees,
20 partners, aiders and abettors, co-conspirators and/or joint venturers of each of the remaining
21 DEFENDANTS named and were at all times operating and acting within the purpose and scope of said
22 agency, service, employment, partnership, conspiracy, and/or joint venture, and each Defendant has
23 ratified and approved the acts of each of the remaining DEFENDANTS. In taking action to aid and
24 abet and substantially assist the commission of these wrongful acts and other wrongdoings complained
25 of, as alleged herein, each of the DEFENDANTS acted with an awareness of his/her/their primary
26 wrongdoing and realized that his/her/their conduct would substantially assist the accomplishment of
27 the wrongful conduct, wrongful goals, and wrongdoing.

28 ///

1 **IV. FACTUAL BASIS FOR CLAIMS**

2 **A. 33 TEHAMA IS MARKETED AS THE EPITOME OF LUXURY, BUT**
3 **INSTEAD IS A TENANT’S WORST NIGHTMARE**

4 **1. The building was plagued with issues from its opening**

5 74. 33 Tehama was completed and opened to residents in 2018. 33 Tehama continues to be
6 marketed by DEFENDANT HINES as luxurious city living at its best. “A modern residence for San
7 Franciscans seeking the epitome of city living - a coveted SoMa location, world class architecture,
8 renowned art, stunning interiors, unmatched service, breathtaking views, custom scents and thoughtful
9 approaches everywhere.” 33 Tehama boasts the ultimate luxury including a “menu of on-demand
10 services that let you outsource virtually anything” and “the very best of San Francisco living - all in
11 one address.” The website further boasts “[t]he 33 Tehama experience has been tailored to those who
12 want to live in a truly designer home in the heart of the city, who appreciate thoughtful details and
13 beautiful architecture, and who value their time and demand the very best in amenities and services.
14 At 33 Tehama, you have an incredible menu of on-demand services that let you outsource virtually
15 anything - laundry, shopping, cleaning, errands - so you can focus on spending your time doing what
16 is meaningful to you. The unmatched location allows you to be car free. The incredible amenities act
17 as your fitness membership and social club. 33 Tehama is the very best of San Francisco living - all in
18 one address.”

19 75. But as early as 2017, even before tenants moved in, when construction was nearing
20 completion, complaints were filed with the San Francisco Department of Building Inspection.
21 DEFENDANT HINES’s construction team was forced to call the San Francisco Fire Department for
22 help because an accident with a crane had left a 2,000-pound wall of concrete unstable. The building
23 was deemed “troubled” by local media outlets when the Department of Building Inspection issued a
24 violation notice and street closures and evacuations occurred due to the massive wall of concrete left
25 dangling over city streets.⁴ The image of the 2017 incident was captured by media outlets:

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27 ⁴ See *Developers at Troubled SoMa Site Issued Violation Notice*, CBS San Francisco (February 16,
28 2017), available at <https://www.cbsnews.com/sanfrancisco/news/developers-at-troubled-soma-building-served-violation-notice/>.



Figure 3 – Image of Crane

76. Further, DEFENDANT HINES realized there were water and electrical problems long before the June 3, 2022 leak and flood related to the instant action. On February 27, 2020 a complaint lodged with the Department of Building Inspection indicated there was a leak on the second floor in a “high voltage” electrical room. The inspector noted “physical inspection of 2nd floor electrical room -water damage and ongoing leak require identify and repair leak and repair of equipment - building owner has scheduled follow up inspection for 3/3/20 to determine extent of damage to electrical equipment.”

77. DEFENDANT HINES showed a pattern of delay in handling major malfunctions in the building. For example, tenants noted delay by management at 33 Tehama in repairing elevators. On January 27, 2021 a complaint was lodged with the Department of Building Inspection stating “[t]he other two elevators went down several days ago and building management *does not seem to be in a hurry to fix them.*” (emphasis added)

2. The June 3, 2022 main water break and flooding

78. Even with these problems, tenants could not have ever imagined what would transpire on June 3, 2022. On that day massive flooding occurred on or near the roof of the building on the 35th floor where tenants witnessed pools of water in the hallways, near elevators, and units, as evidenced by the following images taken by tenants:

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Image: Courtesy 33 Tehama tenants

Figure 4 – Image of hallway with pool of water



Figure 5 – Image of flooded elevator area

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1 81. During this time a spokesperson for HINES offered no real solution expecting tenants
2 to secure new housing and pack up and move—"tenants can opt to terminate the lease. If they don't
3 terminate, they have the right to move back in when they get the green light and would resume paying
4 rent then."⁵

5 **3. The same main water line breaks again on August 10, 2022 and**
6 **individuals hired by Defendant Hines to purportedly repair the property**
7 **steal from tenants**

8 82. Tenants were unable to return to their units and gather their belongings. They were
9 stuck in hotels in many instances living out of suitcases previously packed when they had no idea they
10 would be unable to return for more of their personal belongings.

11 83. While tenants were still unable to move back into their units and/or access their
12 belongings, and DEFENDANT HINES refused to timely (or for some tenants at all) reimburse tenants
13 for relocation and other living expenses, the situation escalated further. On August 10, 2022 the water
14 main burst a second time. City officials gave the property management ten days to fix the water main
15 after this second burst.

16 84. Shortly after the second incident, video footage was released which showed individuals
17 hired by DEFENDANT HINES, under DEFENDANT HINES's supervision, stealing from units and
18 rummaging through personal effects. These workers were also permitted to simply use tenants'
19 bathrooms and move freely about the units. Even worse, some tenants reported checks were stolen and
20 fraudulently cashed, also leaving some tenants victims of identity theft or in fear of identity theft. Even
21 common areas previously secured were not safe. One tenant stated "our bike room was completely
22 looted."⁶ In response DEFENDANT HINES issued the following statement which was cloaked as a
23 form of reassurance to tenants, but indeed in actuality was an attempt to disclaim liability:

24 ⁵ Laura Waxmann, *33 Tehama may not reopen this year —and financial support for residents will*
25 *cease next month*, San Francisco Business Times (July 18, 2022, updated July 19), available at
26 https://www.bizjournals.com/sanfrancisco/news/2022/07/18/s-f-tenants-displaced-by-flood-33-tehama-hines.html?utm_source=st&utm_medium=en&utm_campaign=BN&utm_content=fr&ana=e_fr_BN&j=28762074&senddate=2022-08-17.

27 ⁶ Joe Kukura, *Now Residents of Flooded 33 Tehama Report that Contractors are Stealing Items from*
28 *Their Rooms*, SFist (August 17, 2022), available at <https://sfist.com/2022/08/17/now-residents-of-flooded-33-tehama-report-contractors-are-stealing-items-from-their-rooms/>.

1 It has come to our attention that on August 15, 2022, a contractor who
2 was making repairs in one of the units at 33 Tehama was recorded taking
3 items from the unit. This contractor was terminated immediately. All
4 construction workers at 33 Tehama are licensed, bonded, and insured,
5 and are employees of reputable subcontractors.

6 **B. DEFENDANT HINES FAILS TO PROPERLY ACCOMMODATE**
7 **DISPLACED TENANTS AND MAKES FALSE PROMISES**

8 85. Throughout the ordeal, DEFENDANT HINES claimed to provide updates and support
9 to tenants—yet these statements were mere attempts to further disclaim wrongdoing and paint the
10 false image of a shutdown outside of DEFENDANT’S control:

11 Welcome to the 33 Tehama Resident Resolution Resource Page. This
12 site is the main source for public and private updates on the current
13 resolution program underway at the property that was caused by an
14 unexpected water leak on June 3, 2022. That leak resulted in mandatory
15 evacuation of the property by city officials. The evacuation remains
16 currently in effect. We are working diligently to make repairs and
17 restore the property’s safety systems and utilities. Our aim is to quickly
18 repair the water damage that occurred on-site, restore building
19 operations, and safely re-open the property to its residents. While active
20 remediation is underway now, we also seek to minimize the disruption
21 to all our residents. We are also providing temporary housing and
22 additional support resources to ease the transition for all parties. For
23 information on individual unit damage and restoration plans, please
24 reach out to your Resident Ambassador.⁷

25 86. It became clear that while falling short of providing adequate temporary housing and
26 “additional support,” DEFENDANT HINES failed to take responsibility for the evacuation caused by
27 the “unexpected water leak.”

28 87. Tenants have spent months in limbo shuttling between hotels, having to order meals
from apps daily, and maxing out their credit cards. While DEFENDANT HINES claimed to provide
stipends and reimbursements, many were shuffled around, received no response to inquiries, and no
support or proper reimbursement for the mounting expenses. Further, outside of the debt tenants were
accumulating, tenants faced daily emotional strain due to the stress and uncertainty caused by the
massive displacement. DEFENDANT HINES recently informed tenants that it is estimated that
sometime in 2023 tenants will be able to move back into the building. While tenants face complete

⁷ 33 Tehama website, tab available at: <https://tehama.prospectportal.com/Resident-Resolution-Resource>.

1 uncertainty, DEFENDANT HINES is demanding that tenants provide confirmation of whether they
2 plan to continue residing at 33 Tehama.

3 **C. TENANTS HAVE BEEN HARMED AND CONTINUE TO FACE AN**
4 **UNCERTAIN FUTURE**

5 88. It is unknown when, if ever (currently estimated to be sometime in 2023 by HINES),
6 Tenants will be able to move back in, let alone simply retrieve all of their personal effects.
7 PLAINTIFFS continue to face daily uncertainty in housing, finances, and work stability due to the
8 displacement. Accordingly, the full extent of actual or potential harm is unknown and ongoing.

9 89. As mentioned, in Section I *supra*, despite the harm Tenants are facing, DEFENDANT
10 HINES not only mishandled evacuation and relocation, but also delayed in making proper repairs.
11 DEFENDANT HINES has been cited for violations by the City and County of San Francisco
12 Department of Building Inspection, including for failure to obtain a permit to conduct repair work to
13 remedy the water damage. The Department of Building Inspection has numerous complaints on record
14 relating to the incidents of this summer. In one recent complaint, an inspector notes, “no permits on
15 file for repair of the section of piping causing reoccurring leaks throughout the above property. Per our
16 inspection 08/15/2022 with the building engineer and the Contractor of record.”

17 90. In the Department of Building Inspection comment updates regarding the numerous
18 complaints, another inspector noted on June 14, 2022, “Building was damaged by massive water leak
19 affecting approximately 90 residential units and common areas. It will be required to comply with the
20 NEMA Guide to Evaluating Water Damaged Equipment. Additionally, it was confirmed that any Fire
21 Alarm / Life Safety equipment replaced will require-testing.”

22 91. Although the situation was, and still is, dire, another building inspector noted failure to
23 repair as late as August 15, 2022: “Permit research – none active. Site insp- met with two Bldg
24 representatives. Discussed permit rqrd for repairs - *no repair happening yet*. They stated Currently
25 accessing failure & working on engineering for plans & correction to come. Bldg is non occupied - fire
26 system not in service.” (emphasis added)

27 92. The uncertainty over the situation is a continued source of stress, anxiety, and concern
28 for PLAINTIFFS.

1 **V. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **NUISANCE**

4 **(By All Plaintiffs Against Defendant Hines and DOES 1-100, inclusive)**

5 93. PLAINTIFFS refer to, and incorporate by reference, the allegations above, as though
6 fully set forth herein.

7 94. PLAINTIFFS have standing to bring this action as PLAINTIFFS rented and occupied a
8 unit in the 33 Tehama building and therefore have a sufficient property interest. PLAINTIFFS possess
9 the inalienable right to reside in, enjoy, and use their property without interference (and as defined in
10 California Civil Code section 3479) by DEFENDANT HINES.

11 95. DEFENDANT HINES, by reason of its acts heretofore alleged above, created a
12 condition or permitted a condition to exist that was, and continues to be, a substantial and unreasonable
13 obstruction to the free use of PLAINTIFFS residence, so as to interfere with their comfortable
14 enjoyment of life and/or property.

15 96. This condition interfered with, and continues to interfere with, PLAINTIFFS free use
16 and enjoyment of their residences, in the form of a home that is unsafe, dangerous, and uninhabitable.

17 97. An ordinary person would be reasonably annoyed and/or disturbed by DEFENDANT
18 HINES's conduct in causing multiple water leaks, flooding, failure to promptly repair and keep safe
19 PLAINTIFFS' units.

20 98. DEFENDANT HINES's conduct, as the developer, owner, and manager of 33 Tehama,
21 was a substantial factor in causing PLAINTIFFS harm.

22 99. PLAINTIFFS continue to be displaced due to the uninhabitable and dangerous condition
23 of the units and continue to face uncertainty as to whether their units will be properly restored.
24 Accordingly, the full extent of any actual or potential harm is unknown and ongoing.

25 100. As a direct and legal result of the wrongful acts and/or omissions of DEFENDANT
26 HINES, PLAINTIFFS suffered damages as described above and in an amount according to proof at
27 trial.

28 101. As a further direct and legal result of DEFENDANT HINES's unlawful interference
with PLAINTIFFS' free use of their property, PLAINTIFFS have suffered, and continue to suffer,

1 damages in the form of annoyance and discomfort, including but not limited to physical discomfort,
2 irritation, and inconvenience, caused by the injury to their peaceful enjoyment of their residence, in an
3 amount according to proof at trial.

4 **SECOND CAUSE OF ACTION**
5 **BREACH OF THE COVENANT OF QUIET ENJOYMENT**
6 **(By All Plaintiffs Against Defendant Hines and DOES 1-100, inclusive)**

7 102. PLAINTIFFS refer to, and incorporate by reference, the allegations above, as though
8 fully set forth herein.

9 103. This claim is brought pursuant to contract and California law, including California Civil
10 Code section 1927 which states “[a]n agreement to let upon hire binds the letter to secure to the hirer
11 the quiet possession of the thing hired during the term of the hiring, against all persons lawfully
12 claiming the same.”

13 104. PLAINTIFFS each entered into a lease agreement with DEFENDANT HINES for the
14 rental of a unit at 33 Tehama. In renting the units to PLAINTIFFS, DEFENDANT HINES agreed not
15 to do anything to disturb PLAINTIFFS’ peaceful and beneficial possession of the premises.

16 105. DEFENDANT’S acts and omissions violated the covenant of quiet enjoyment by
17 unlawfully interfering with PLAINTIFFS’ lawful possession of their units. DEFENDANT HINES
18 failed to protect PLAINTIFFS from threatening acts that interfered with the PLAINTIFFS’ right to use
19 and enjoy the premises for the duration of the tenancy.

20 106. DEFENDANT HINES failed to exercise its authority to preserve the building and
21 properly maintain necessary building items, and failed to repair dangerous conditions caused by the
22 failure to maintain such items. Further, DEFENDANT HINES failed to secure the building, each unit,
23 and the communal areas while PLAINTIFFS were forced out of the building. DEFENDANT HINES
24 provided unfettered access to workers, under the control of DEFENDANT who invaded tenants’
25 privacy by rummaging through individual units and common areas. Even worse, these individuals stole
26 from some tenant units. DEFENDANT HINES created a nuisance and a threatening environment at
27 33 Tehama.

28 107. DEFENDANT HINES breached the covenant when PLAINTIFFS were constructively
evicted from 33 Tehama. As a direct and proximate result of the actions of DEFENDANT HINES,

1 PLAINTIFFS suffered distress and anguish all to their general damage and in an amount according to
2 proof.

3 108. PLAINTIFFS did not receive the benefit of their rental payments and did not receive a
4 unit in which they could live free from reasonable disturbances.

5 109. PLAINTIFFS suffered damages in the loss of their rent during this time period, the loss
6 of a rent-controlled unit, moving expenses, and other costs, as well as emotional distress.

7 **THIRD CAUSE OF ACTION**
8 **VIOLATION OF SAN FRANCISCO ADMINISTRATIVE CODE SECTION 37.10B**
9 **(By All Plaintiffs Against Defendant Hines and DOES 1-100, Inclusive)**

10 110. PLAINTIFFS refer to, and incorporate by reference, the allegations above, as though
11 fully set forth herein.

12 111. San Francisco Administrative Code Section 37.10B(a) states that “no landlord, and no
13 agent, contractor, subcontractor or employee of the landlord shall do any of the following in bad faith:”

14 (1) Interrupt, terminate or fail to provide housing services required by
15 contract or by State, County or local housing, health or safety laws;

16 (2) Fail to perform repairs and maintenance required by contract or by
17 State, County or local housing, health or safety laws;

18 (3) Fail to exercise due diligence in completing repairs and maintenance
19 once undertaken or fail to follow appropriate industry repair,
20 containment or remediation protocols designed to minimize exposure to
21 noise, dust, lead, paint, mold, asbestos, or other building materials with
22 potentially harmful health impacts;

23 (4) Abuse the landlord’s right of access into a rental housing unit as that
24 right is provided by law;

25 ...

26 (10) Interfere with a tenant’s right to quiet use and enjoyment of a rental
27 housing unit as that right is defined by California law;

28 ...

(13) Interfere with a tenant’s right to privacy;

...

(15) 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.

1 112. DEFENDANT HINES acted in bad faith and violated San Francisco Administrative
2 Code Section 37.10B(a) by failing to provide housing services required by contract and law; failing to
3 perform repairs and maintenance required by contract and law; failing to exercise due diligence in
4 repairing, containing or remediating, and timely completing such repairs; abusing the landlord's right
5 of access to the units and interfering with PLAINTIFFS' right to privacy by *inter alia* allowing agents,
6 contractors, subcontractors, and/or other affiliates unfettered access to units where said individuals
7 accessed personal effects and stole from some tenants; by interfering with PLAINTIFFS' right to quiet
8 use and enjoyment; and for repeated acts or omissions of such significance as to substantially interfere
9 with or disturb the comfort, repose, peace or quiet of PLAINTIFFS. DEFENDANT HINES knew of
10 the danger to PLAINTIFFS in failing to properly maintain and repair the building and water system
11 and leaks, before and after the summer of 2022 floods, but intentionally failed to properly institute the
12 proper maintenance and repairs instead acting only for its own interests, in conscious disregard of
13 PLAINTIFFS' safety and security. Further, DEFENDANT HINES knew of the danger in allowing
14 unfettered access to individual units, and other secured common areas in the building to workers and
15 others, yet intentionally failed to properly secure units, the building and oversee the workers, instead
16 acting only for DEFENDANT's own benefit, in conscious disregard of PLAINTIFFS' security, safety,
17 and identity. DEFENDANT HINES disregarded the risks to PLAINTIFFS in failing to properly secure
18 units, intentionally causing breaches of safety, security and privacy.

19 113. PLAINTIFFS suffered actual damages and damages for emotional distress for mental
20 anguish.

21 114. Pursuant to Section 37.10B(c)(5) PLAINTIFFS seek money damages of not less than
22 three times actual damages, including damages for the loss of a rent-controlled unit, moving and
23 lodging expenses, damages for mental or emotional distress, attorney's fees and costs, punitive
24 damages due to malicious and oppressive conduct as outlined above, and whatever other relief the court
25 deems appropriate.

26 **FOURTH CAUSE OF ACTION**
27 **BREACH OF CONTRACT**

28 **(By All Plaintiffs Against Defendant HINES and DOES 1-100, inclusive)**

115. PLAINTIFFS refer to, and incorporate by reference, the allegations above, as though

1 fully set forth herein.

2 116. PLAINTIFFS entered into a lease agreement with DEFENDANT HINES and
3 established a tenant/landlord relationship.

4 117. Inherent in every lease and rental contract is the covenant of quiet enjoyment, the
5 implied warranty of habitability, and implied covenant of good faith and fair dealing.

6 118. PLAINTIFFS performed or substantially performed all their obligations under their
7 leases, by making timely rent payments and not improperly using the premises.

8 119. DEFENDANT HINES breached the contracts by failing to uphold these covenants and
9 PLAINTIFFS right to the beneficial use and enjoyment of the premises as above-described.

10 120. DEFENDANT HINES also breached the contracts by failing to provide proper
11 comparable “Temporary Displacement” as outlined in the contracts to be provided by HINES pursuant
12 to the San Francisco Administrative Code (*see* ¶ 23 of lease), and other promised basic elements such
13 as proper “Locks and Latches” (*see* ¶ 4 of lease), as just a few examples in addition to the covenants
14 outlined above as breaches of the contracts.

15 121. Further, DEFENDANT HINES breached the contracts by providing individuals
16 unfettered access to units, failing to maintain the water system, failing to timely remediate and repair
17 the flooding and leak, and failing to maintain the safety of PLAINTIFFS, which made the residences
18 uninhabitable under California law.

19 122. As a result of DEFENDANT HINES’s breaches, PLAINTIFFS have suffered significant
20 harm.

21 123. PLAINTIFFS seek money damages including damages for the loss of a rent-controlled
22 unit, moving and lodging expenses, other costs associated with the displacement, and whatever other
23 relief the court deems appropriate.

24 **FIFTH CAUSE OF ACTION**
25 **BREACH OF THE IMPLIED WARRANTY OF HABITABILITY**
26 **(By All Plaintiffs Against Defendant Hines and DOES 1-100, inclusive)**

27 124. Plaintiffs refer to, and incorporate by reference, the allegations above, as though fully
28 set forth herein.

125. In renting to PLAINTIFFS, DEFENDANT HINES impliedly undertook a duty to

1 maintain the premises in a tenantable condition as required by law.

2 126. By renting to the PLAINTIFFS a substandard unit, failing to maintain the premises,
3 neglecting to perform necessary repairs and maintenance, failing to provide adequate services, and
4 failing to maintain safety and privacy of tenants, DEFENDANT HINES interfered with PLAINTIFFS'
5 tenancy.

6 127. Many defective conditions existed throughout the property during PLAINTIFFS'
7 tenancy which impacted tenant safety, including the maintenance of water and piping systems and
8 proper and timely repair of the same.

9 128. The defective conditions listed above affected PLAINTIFFS' tenancy. The conditions
10 listed above existed contrary to sections of the California Civil Code, California caselaw, municipal
11 and city codes and certain health, fire, and safety and building codes that require DEFENDANT HINES
12 to maintain the dwellings intended for human occupancy in good repair and in habitable condition.

13 129. Further, DEFENDANT HINES breached its duty by renting the premises while failing
14 to obtain necessary permitting to conduct maintenance and repairs to the water system, as determined
15 by the San Francisco Department of Building Inspection. Failure to timely and properly conduct repairs
16 greatly impacted PLAINTIFFS.

17 130. DEFENDANT HINES had actual and constructive knowledge of the defective
18 conditions yet refused to correct the conditions and/or failed to properly maintain and repair the
19 conditions before the June 3, 2022 leak and thereafter when the June 3, 2022 and August 2022 leaks
20 occurred.

21 131. DEFENDANT HINES, by its conduct as alleged herein, negligently and carelessly
22 operated and managed 33 Tehama, and thereby breached the Warranty of Habitability owed to the
23 PLAINTIFFS.

24 132. As a direct and proximate result of DEFENDANT HINES's behavior, PLAINTIFFS
25 have suffered harm.

26 133. DEFENDANT HINES's acts and omission were knowing, intentional, willful, and done
27 with full knowledge that such acts and omissions would cause PLAINTIFFS to suffer harm.

28 ///

1 134. PLAINTIFFS suffered actual damages and damages for emotional distress and mental
2 anguish.

3 135. PLAINTIFFS seek money damages, including damages for the loss of a rent-controlled
4 unit, moving expenses, damages for mental or emotional distress, attorney's fees and costs, and
5 whatever other relief the court deems appropriate.

6 **SIXTH CAUSE OF ACTION**
7 **CONSTRUCTIVE EVICTION**

8 **(By All Plaintiffs Against Defendant Hines and DOES 1-100, inclusive)**

9 136. PLAINTIFFS refer to, and incorporate by reference, the allegations above, as though
10 fully set forth herein.

11 137. DEFENDANT HINES constructively evicted PLAINTIFFS by substantially and
12 materially interfering with Plaintiffs beneficial use and enjoyment of the premises.

13 138. DEFENDANT HINES's lack of action rendered the premises, or a substantial portion
14 thereof, unfit for the purposes for which the tenancy was entered into.

15 139. DEFENDANT HINES failed to maintain and properly remediate/repair the premises
16 and otherwise control the condition of the building.

17 140. These disturbances caused a mass evacuation where PLAINTIFFS were forced to leave
18 the unit, and thus, PLAINTIFFS were deprived of the beneficial enjoyment or use of the premises and
19 access to their personal effects.

20 141. DEFENDANT HINES knew of the danger to PLAINTIFFS in failing to properly
21 maintain and repair the building and water system and leaks, before and after the summer of 2022 water
22 leaks, but intentionally failed to properly institute the proper maintenance and repairs instead acting
23 only for its own interests, in conscious disregard of PLAINTIFFS' safety and security, displacing
24 PLAINTIFFS. Further, DEFENDANT HINES knew of the danger in allowing unfettered access to
25 individual units upon constructive eviction, and other secured common areas in the building to workers
26 and others, yet intentionally failed to properly secure units, the building and oversee the workers,
27 instead acting only for DEFENDANT's own benefit, in conscious disregard of PLAINTIFFS' security,
28 safety, and identity. DEFENDANT HINES disregarded the risks and harm to PLAINTIFFS in evicting
PLAINTIFFS due to DEFENDANT's own maintenance and repair failures, and the risks associated

1 with failing to properly secure units, intentionally causing breaches of safety, security and privacy.

2 142. As a proximate result of DEFENDANT HINES's behavior, PLAINTIFFS have suffered
3 harm.

4 143. PLAINTIFFS suffered actual damages associated with relocating, lodging, moving,
5 value of the unexpired lease, and damages for consequential emotional distress and mental anguish.
6 PLAINTIFFS also seek money damages, including damages for the loss of an affordable unit, moving
7 expenses, damages for mental or emotional distress, attorney's fees and costs. DEFENDANT HINES's
8 conduct was malicious and oppressive as outlined above, and PLAINTIFFS are entitled to punitive
9 damages in an amount according to proof, and whatever other relief the court deems appropriate.

10 **SEVENTH CAUSE OF ACTION**
11 **NEGLIGENCE**

12 **(By All Plaintiffs Against Defendant Hines and DOES 1-100, inclusive)**

13 144. PLAINTIFFS refer to, and incorporate by reference, the allegations above, as though
14 fully set forth herein.

15 145. By reason of the landlord-tenant relationship between PLAINTIFFS and DEFENDANT
16 HINES arising out of the lease agreement, DEFENDANT owed PLAINTIFFS the duty to exercise
17 reasonable care in the ownership, operation, management, habitability, and control of the premises,
18 which included but was not limited to the following: the duty to comply with all applicable state and
19 local laws governing building maintenance, health and safety as well as PLAINTIFFS' rights; the duty
20 not to interfere with PLAINTIFFS' quiet enjoyment of the premises; the duty to manage their agents,
21 affiliates and others employed by DEFENDANT HINES to remediate and repair the building; and the
22 duty not to bring tenants into a dangerous environment and cause undue stress. DEFENDANT HINES
23 was negligent in placing PLAINTIFFS in a residential environment that was unsafe, breaching its duty
24 to maintain privacy and safety of all tenants, causing a forced evacuation which left PLAINTIFFS with
25 no home and drained funds, which were not reimbursed, and caused PLAINTIFFS severe emotional
26 distress. Further, DEFENDANT HINES was aware before the June 3, 2022 leak that piping and other
27 building problems existed and failed to properly maintain and/or repair the building and piping system.
28 Further, DEFENDANT HINES's failure to abide by safety regulations and obtain proper permits to
make repairs amounted to violations of California state law and the County and City of San Francisco's

1 laws, amounting by such violations to negligence per se.

2 146. DEFENDANT HINES breached its duties by severely interfering with PLAINTIFFS
3 quiet enjoyment of the premises and constructively evicting PLAINTIFFS. DEFENDANT HINES
4 breached its duties by failing to maintain the premises, address or timely correct the problems, take
5 care of tenants after causing mass evacuation and constructive eviction, and by failing to exercise due
6 care in day to day management. DEFENDANT HINES, by their conduct as alleged herein, negligently,
7 and carelessly operated and managed the subject premises, and thereby breached duties owed to the
8 PLAINTIFFS, including those listed in the above paragraphs.

9 147. As a direct and proximate result of DEFENDANT HINES's breaches of duty,
10 PLAINTIFFS have suffered general and special damages.

11 **EIGHTH CAUSE OF ACTION**
12 **VIOLATION OF CALIFORNIA CIVIL CODE SECTION 1941 *et. seq.***
13 **(By Plaintiffs against Defendant Hines and DOES 1-100, inclusive)**

14 148. PLAINTIFFS refer to, and incorporate by reference, the allegations above, as though
15 fully set forth herein.

16 149. California Civil Code Section 1941 requires that “[t]he lessor of a building intended for
17 the occupation of human beings must, in the absence of an agreement to the contrary, put it into a
18 condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it
19 untenable, except such as are mentioned in section nineteen hundred and twenty-nine.”

20 150. DEFENDANT HINES qualifies as a lessor under Section 1941.

21 151. California Civil Code Section 1941.1(a) states: “A dwelling shall be deemed
22 untenable for purposes of Section 1941 if it substantially lacks any of the following affirmative
23 standard characteristics or is a residential unit described in Section 17920.3 or 17920.10 of the Health
24 and Safety Code”:

25 (1) Effective waterproofing and weather protection of roof and
26 exterior walls, including unbroken windows and doors.

27 (2) Plumbing or gas facilities that conformed to applicable law in
28 effect at the time of installation, maintained in good working order.

152. DEFENDANT HINES violated section 1941, *et seq.*, including 1941.1(a)(1) because
Tehama is untenable as defined therein as DEFENDANT HINES failed to properly waterproof and

1 protect the building. Further, 33 Tehama is untenantable because DEFENDANT HINES caused 33
2 Tehama and PLAINTIFFS' units to lack the standard characteristics of proper plumbing at the time of
3 installation and which were not maintained in good working order pursuant to 1941.1(a)(2).

4 153. DEFENDANT HINES violated Section 1941 by failing to have 33 Tehama in
5 "condition fit for such occupation," and by failing to adequately, lawfully and promptly "repair all
6 subsequent dilapidations thereof, which render it untenantable," by failing to properly install, maintain
7 and repair the piping system and ensuing water leak and damage.

8 154. PLAINTIFFS have been gravely damaged by such violations as described in the
9 preceding paragraphs. DEFENDANT HINES is liable for actual damages sustained by PLAINTIFFS
10 and special damages for such violations pursuant to section 1942.4(b)(1). Further, PLAINTIFFS are
11 entitled to reasonable attorney's fees and costs pursuant to section 1942.4(b)(2).

12 **NINTH CAUSE OF ACTION**
13 **VIOLATION OF SAN FRANCISCO ADMINISTRATIVE CODE SECTION 37.9C**
14 **(By Plaintiffs who have resided in units for 12 or more months**
15 **against Defendant Hines and DOES 1-100, inclusive)**

15 155. PLAINTIFFS refer to, and incorporate by reference, the allegations above, as though
16 fully set forth herein.

17 156. PLAINTIFFS received notice from DEFENDANT HINES to vacate the building. Such
18 notice amounted to a Covered No-Fault Eviction Notice, which pursuant to Section 37.9C is defined,
19 *inter alia*, as a notice to quit based upon Section 37.9(a)(11), for DEFENDANT HINES to purportedly
20 rehabilitate and/or repair the units.

21 157. PLAINTIFFS who resided in a unit for 12 or more months are Eligible Tenants within
22 the meaning of San Francisco Administrative Code Section 37.9C(a)(2).

23 158. DEFENDANT HINES violated San Francisco Administrative Code Section 37.9C by
24 failing to properly give notice to Eligible Tenants of relocation expenses, and special relocation
25 expenses for tenants who are seniors, disabled and/or for households with children.

26 159. DEFENDANT HINES failed to provide relocation expenses for many tenants in the
27 amounts required by San Francisco Administrative Code Section 37.9C(e)(1). Further, DEFENDANT
28 HINES failed to provide additional relocation benefits to those qualifying for such benefits under

1 Section 37.9C(e)(2).

2 160. PLAINTIFFS who are Eligible Tenants under Section 37.9C seek money damages,
3 including relocation expenses pursuant to Section 37.9C(e)(1) and (e)(2), adjusted pursuant to Section
4 37.9C(e)(3) through the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-
5 San Jose Region for the preceding calendar year.

6 **VI. PRAYER FOR RELIEF**

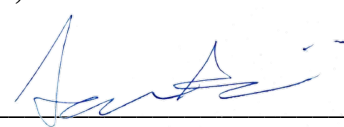
7 WHEREFORE, PLAINTIFFS pray judgment against **DEFENDANT HINES and DOES 1-**
8 **100**, and each of them, as hereinafter set forth:

- 9 (1) General and special damages in an amount according to proof at trial, and beyond the
10 jurisdictional minimum of this Court;
- 11 (2) For damages related to loss of use and interference with the comfortable enjoyment of
12 life or property, according to proof;
- 13 (3) Punitive damages;
- 14 (4) Treble damages under the San Francisco Administrative Code;
- 15 (5) Costs of suit incurred herein;
- 16 (6) Attorneys' fees;
- 17 (7) Pre-judgment interest; and
- 18 (8) Such other and further relief as the Court may deem just and proper.

19
20 Dated: October 7, 2022

COTCHETT, PITRE & McCARTHY, LLP

21
22 By: _____


23 NIALL P. McCARTHY
24 SARVENAZ (NAZY) J. FAHIMI
25 DAVID G. HOLLENBERG
26 *Attorneys for Plaintiffs*

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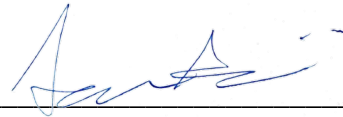
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VII. JURY DEMAND

PLAINTIFFS demand a trial by jury on all issues so triable.

Dated: October 7, 2022

COTCHETT, PITRE & McCARTHY, LLP

By: 

NIALL P. McCARTHY
SARVENAZ (NAZY) J. FAHIMI
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