



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

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Apr-30-2009 9:57 am

Case Number: CGC-09-487934

Filing Date: Apr-30-2009 9:52

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**COMPLAINT**

**MARK KLEE VS. SUKIE LEE et al**

**001C02481501**

**Instructions:**

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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Gregory P. Brock (SBN 181903)  
BROCK LAW OFFICE  
10106 San Pablo Avenue  
El Cerrito, CA 94530

TELEPHONE NO.: 510-841-1171

FAX NO.: 510-841-1666

ATTORNEY FOR (Name): Plaintiff Mark Klee

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco

STREET ADDRESS: 400 McAllister Street

MAILING ADDRESS:

CITY AND ZIP CODE: San Francisco, California 94102

BRANCH NAME:

CASE NAME: Klee v. Lee

FOR COURT USE ONLY

**FILED**  
San Francisco County Superior Court

APR 30 2009

GORDON PARK-LI, Clerk

BY: *Richard Stearns*  
Deputy Clerk

CASE NUMBER:

CGC-09-487934

JUDGE:

DEPT:

**CIVIL CASE COVER SHEET**

Unlimited (Amount demanded exceeds \$25,000)  Limited (Amount demanded is \$25,000 or less)

Complex Case Designation  
 Counter  Joinder  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-5 below must be completed (see instructions on page 2).

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

**Auto Tort**

Auto (22)  
 Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
 Product liability (24)  
 Medical malpractice (45)  
 Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**

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

**Employment**

Wrongful termination (36)  
 Other employment (15)

**Contract**

Breach of contract/warranty (06)  
 Collections (09)  
 Insurance coverage (18)  
 Other contract (37)

**Real Property**

Eminent domain/Inverse condemnation (14)  
 Wrongful eviction (33)  
 Other real property (26)

**Unlawful Detainer**

Commercial (31)  
 Residential (32)  
 Drugs (38)

**Judicial Review**

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

**Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)**

Antitrust/Trade regulation (03)  
 Construction defect (10)  
 Mass tort (40)  
 Securities litigation (28)  
 Environmental/Toxic tort (30)  
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**

Enforcement of judgment (20)

**Miscellaneous Civil Complaint**

RICO (27)  
 Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

Partnership and corporate governance (21)  
 Other petition (not specified above) (43)

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a.  Large number of separately represented parties
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f.  Substantial postjudgment judicial supervision

3. Type of remedies sought (check all that apply):

- a.  monetary
- b.  nonmonetary; declaratory or injunctive relief
- c.  punitive

4. Number of causes of action (specify): Fourteen: landlord-tenant causes of action including nuisance

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 28, 2009

Gregory P. Brock (SBN 181903)

(TYPE OR PRINT NAME)

*GP.B*

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

**FILED**  
San Francisco County Superior Court

APR 30 2009

GORDON PARK-LI, Clerk  
BY: *Deborah Steen*  
Deputy Clerk

1 Gregory P. Brock (State Bar No. 181903)  
2 BROCK LAW OFFICE  
3 10106 San Pablo Avenue  
4 El Cerrito, CA 94530  
5 Telephone: (510) 841-1171  
6 Facsimile: (510) 841-1666

CASE MANAGEMENT CONFERENCE SET

7 Attorney for Plaintiff  
8 MARK KLEE

OCT 02 2009 - 9:00 AM

DEPARTMENT 212

NO SUMMONS ISSUED

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

[Unlimited Jurisdiction]

12 MARK KLEE,

13 Plaintiff,

14 vs.

15 SUKIE LEE dba Gangway Bar, 909 GEARY  
16 STREET, LLC, and DOES 1 to 10,

17 Defendants.

Case No. CGC-09-487934

COMPLAINT FOR:

1. Negligence - Lee;
2. Negligence - 909 Geary;
3. Breach Of Contract - 909 Geary;
4. Breach Of The Covenant Of Quiet  
Enjoyment - 909 Geary;
5. Breach Of The Implied Warranty Of  
Habitability At Common Law - 909 Geary;
6. Violation Of Statute - Civil Code §§1941  
And 1941.1 - 909 Geary;
7. Violation Of Statute - Civil Code §1942.5 -  
909 Geary;
8. Negligent Infliction of Emotional Distress -  
Lee;
9. Negligent Infliction of Emotional Distress -  
909 Geary;
10. Nuisance - Lee;
11. Nuisance - 909 Geary;
12. Negligent Violation of Statute - 909 Geary;
13. Violation Of Bus. & Prof. Code §17200 -  
Lee; and
14. Violation Of Bus. & Prof. Code §17200 -  
909 Geary.

28 ///

BROCK LAW OFFICE  
10106 San Pablo Avenue  
El Cerrito, CA 94530  
Tel: (510) 841-1171  
Fax: (510) 841-1666

1 Plaintiff alleges:

2 1. Defendant SUKIE LEE dba Gangway Bar ("Lee") is and at all times herein  
3 mentioned was a competent adult residing in the City and County of San Francisco, California.  
4 Defendant Lee at all relevant times alleged herein owned, controlled, managed, supervised, and/or  
5 operated a business establishment engaged in the business of operating a public bar known as the  
6 Gangway Bar located at 841 Larkin Street, San Francisco, California ("Gangway").

7 2. Defendant 909 GEARY STREET, LLC ("909 Geary") is a limited liability company  
8 conducting operations within the City and County of San Francisco, California. At all times herein  
9 mentioned, 909 Geary owned, controlled, managed, supervised, and/or operated a business  
10 establishment engaged in the business of leasing residential housing known as the Hartland Hotel,  
11 at 909 Geary Street, San Francisco, California ("Hartland").

12 3. Defendants Doe 1 through 10 are sued herein under fictitious names. Their true  
13 names and capacities are unknown to each Plaintiff. When their true names and capacities are  
14 ascertained, each Plaintiff will amend this complaint by inserting their true names and capacities  
15 herein. Each Plaintiff is informed and believe and thereon allege that each of the fictitiously named  
16 Defendants is responsible in some manner for the occurrences herein alleged, and that each  
17 Plaintiff's damages as herein alleged were proximately caused by those Defendants.

18 4. Each Plaintiff alleges on information and belief that Defendants, and each of them,  
19 are and at all times herein mentioned were the agents and servants of each other and in doing the  
20 things hereinafter alleged were acting within the scope of such agency and service.

21 5. Each Plaintiff alleges on information and belief that each and every wrongful act and  
22 omission by Defendants, and each of them, complained of herein was done with the express  
23 approval and/or implied approval of each other Defendant, and that each Defendant has adopted  
24 and/or approved and/or ratified the acts and omissions of the other Defendants.

25 6. Each Plaintiff alleges on information and belief that at all times herein mentioned, in  
26 doing the acts and omissions complained of herein, each Defendant conspired with each of the  
27 other Defendants to act individually, jointly and in concert, and each Defendant acted individually,  
28 jointly and in concert, one with the other, for the benefit of each other and themselves, and to the

1 detriment of each Plaintiff.

2 7. Plaintiff MARK KLEE ("Klee") moved into Unit 201 of the Hartland Hotel in or  
3 about 2002 under a written rental agreement. Under the terms of the rental agreement, Plaintiff  
4 paid monthly rent in the amount of \$478 in exchange for occupancy of Unit 201.

5 8. Plaintiff alleges on information and belief that the Hartland Hotel was originally  
6 constructed prior to 1930, and comprises 137 residential units, with common areas.

7 9. Numerous defective conditions existed at Hartland Hotel during the time that  
8 Plaintiff resided there.

9 10. The defective conditions included, but were not limited to, excessive noise in Klee's  
10 unit from the Gangway, which is located adjacent to the windows of Klee's unit. The excessive  
11 noise problem usually occurred on Thursdays, Fridays and Saturdays during the hours from 10:30  
12 p.m. to 2:00 a.m. Excessive noise has been a problem for more than four years, dating back to  
13 approximately 2002. Excessive noise has been a problem recently on March 4, 2009, March 14,  
14 2009, March 19, 2009, March 28, 2009, April 1, 2009, April 11, 2009, and April 16, 2009.

15 11. Plaintiff notified Defendants 909 Geary and Lee of the noise problems at the  
16 Hartland Hotel because of loud music coming from the Gangway on many occasions, yet the noise  
17 problem was not corrected.

18 12. All Defendants had actual or constructive knowledge of the noise problems alleged  
19 herein, including notice from each Plaintiff, the San Francisco Police Department, and the  
20 California Department of Alcoholic Beverage Control. Despite such notice, Defendants failed and  
21 refused to correct the problem.

22 13. The substandard living conditions, including noise in his unit, as alleged herein have  
23 caused damage to Plaintiff.

24 14. Plaintiff has suffered sleep loss, anxiety, stress, and discomfort caused by the  
25 excessive noise in his unit at the Hartland Hotel.

26 15. The defective conditions described above were not caused by the wrongful conduct  
27 or abnormal use of the subject premises by any Plaintiff or anyone acting under any Plaintiff's  
28 authority.

**FIRST CAUSE OF ACTION**

**(Negligence – Defendant Lee and Does 1 to 10)**

16. Plaintiff re-alleges and incorporates by reference each and every allegation set forth above.

17. As owners, lessors, and/or managers of a public bar adjacent to a residential dwelling, Defendants owed a duty to Plaintiff and other residents of the Hartland Hotel to prevent excessive noise from the Gangway from disturbing Plaintiff's quiet enjoyment of his residential living space at the Hartland Hotel.

18. Defendants breached their duty, as alleged herein, including by failing to reduce the noise levels affecting Plaintiff at the Hartland Hotel within the two year period prior to the filing of this complaint.

19. As a proximate result of Defendants' conduct, as alleged herein, Plaintiff has suffered actual, special and general damages, including personal injuries, in an amount to be established according to proof at trial.

**SECOND CAUSE OF ACTION**

**(Negligence – Defendant 909 Geary and Does 1 to 10)**

20. Plaintiff re-alleges and incorporates by reference each and every allegation set forth above.

21. As owners, lessors, and/or managers of a residential rental property, Defendants owed a duty to Plaintiff and other residents of the Hartland Hotel to prevent excessive noise from disturbing Plaintiff's quiet enjoyment of his residential living space at the Hartland Hotel, and to otherwise maintain their property in a safe and habitable condition.

22. Defendants breached their duty, as alleged herein, including by failing to remediate defective conditions at the Property, including excessive noise in Plaintiff's rental unit.

23. As a proximate result of Defendants' conduct, as alleged herein, Plaintiff has suffered actual, special and general damages, including personal injuries, in an amount to be established according to proof at trial.

24. Each Plaintiff is entitled to an award of attorney's fees under a provision of the

1 written rental agreement.

2 **THIRD CAUSE OF ACTION**

3 **(Breach of Contract – Against Defendant 909 Geary and Does 1 to 10)**

4 25. Plaintiff re-alleges and incorporates by reference each and every allegation set forth  
5 above.

6 26. Plaintiff entered into a rental agreement with Defendant 909 Geary, as alleged  
7 herein, under which Plaintiff obtained a leasehold interest in the Hartland Hotel in exchange for  
8 payment of rent. Plaintiff performed all material conditions, covenants, and promises required to  
9 be performed in accordance with the terms and conditions of the rental agreement, except where  
10 performance was excused.

11 27. By the acts and omissions alleged herein, Defendants have breached the Rental  
12 Agreement between the parties, causing damage to each Plaintiff in amounts to be established  
13 according to proof at trial.

14 28. As a result of Defendants' breach of the Rental Agreement, each Plaintiff has  
15 suffered damages in amounts to be proved at trial, including rental payments and consequential  
16 damages in amounts not yet ascertained.

17 **FOURTH CAUSE OF ACTION**

18 **(Breach of the Implied Covenant of Quiet Enjoyment – Defendant 909 Geary and Does 1 to**  
19 **10)**

20 29. Plaintiff re-alleges and incorporates by reference each and every allegation set forth  
21 above.

22 30. In doing the acts alleged herein, Defendants have breached the covenant of quiet  
23 enjoyment implicit in the rental agreement alleged herein, causing damage to Plaintiffs in amounts  
24 to be established according to proof at trial.

25 **FIFTH CAUSE OF ACTION**

26 **(Breach Of The Implied Warranty Of Habitability at Common Law – Defendant 909 Geary**  
27 **and Does 1 to 10)**

28 31. Plaintiff re-alleges and incorporates by reference each and every allegation set forth

1 above.

2 32. Implied in the rental agreement between plaintiff and defendants is a warranty that  
3 the premises are and will be maintained in habitable condition.

4 33. Defendants have breached the implied warranty of habitability by maintaining the  
5 premises in an untenable condition as alleged herein.

6 34. Each Plaintiff notified each defendant that the subject property was substandard and  
7 unfit for human habitation because of the deficiencies alleged herein.

8 35. Defendants and/or their agents collected rent from plaintiffs throughout the period  
9 during which the subject property has been unfit for human habitation.

10 36. Each Plaintiff did not cause or contribute to the dilapidated, substandard and  
11 hazardous condition of the subject property.

12 37. Each Plaintiff has been damaged by defendants' conduct in amounts to be  
13 established at trial, but which include the value of rents due and paid by plaintiff during the  
14 tenancy, and emotional distress.

15 **SIXTH CAUSE OF ACTION**

16 **(Violation of Statute – Civil Code Sections 1941 and 1941.1 – Defendant 909 Geary and Does**  
17 **1 to 10)**

18 38. Plaintiff re-alleges and incorporates by reference each and every allegation set forth  
19 above.

20 39. The defective and dilapidated conditions at the subject property alleged herein  
21 constituted violations of Civil Code Sections 1941 and 1941.1 by Defendants and each of them.

22 40. As a proximate result of Defendants' conduct, as described herein, each Plaintiff  
23 suffered actual, special and general damages, including bodily injuries and personal property  
24 damage, in an amount to be established according to proof at trial. Such damages include the  
25 difference between the fair market value of the premises and the rent actually paid for such  
26 premises, and/or the difference between the fair market value of the premises and the amount by  
27 which the property owner benefited from the rental of such premises.

28 **SEVENTH CAUSE OF ACTION**

**C** **C**

1 **(Violation of Statute – Civil Code Section 1942.5 – Defendant 909 Geary and Does 1 to 10)**

2 41. Plaintiff re-alleges and incorporates by reference each and every allegation set forth  
3 above.

4 42. Defendants' conduct, as alleged herein, including failing to make repairs and  
5 provide Plaintiff with a rental unit free from excessive noise in order to constructively evict each  
6 Plaintiff after each Plaintiff requested less noise in the residential unit, constitutes retaliation  
7 against each such Plaintiff because of that Plaintiff's exercise of rights under California law in  
8 violation of Civil Code Section 1942.5.

9 43. As a direct and proximate result of Defendants' conduct, each Plaintiff suffered and  
10 continues to suffer economic losses in amounts to be proven at trial. Each Plaintiff also suffered  
11 physical pain and severe emotional distress, all to his or her detriment, in amounts not yet fully  
12 ascertained.

13 44. The conduct of Defendants, as alleged herein, was oppressive, fraudulent, and done  
14 with conscious disregard for each Plaintiff's legal rights as a tenant. Each Plaintiff is therefore  
15 entitled to recover punitive damages under Civil Code Section 1942.5 against Defendants of not  
16 less than \$100 nor more than \$2,000 for each retaliatory act of Defendants, and for punitive  
17 damages according to proof under Civil Code Section 3294.

18 45. Each Plaintiff is entitled to costs, including reasonable attorney's fees, under Civil  
19 Code Section 1942.5.

20 **EIGHTH CAUSE OF ACTION**

21 **(Negligent Infliction of Emotional Distress – Defendant Lee and Does 1 to 10)**

22 46. Plaintiff re-alleges and incorporates by reference each and every allegation set forth  
23 above.

24 47. Each Defendant at all relevant times owed a special and heightened duty of care to  
25 each Plaintiff based on each such Defendant's role as owner and/or operator of a public bar doing  
26 business in close proximity to Plaintiff's residential unit at the Hartland Hotel. After receiving  
27 actual notice that noise from the Gangway was causing disturbance to residents at the Hartland  
28 Hotel, each defendant had special knowledge of each plaintiff's susceptibility to emotional distress

1 from exposure to nuisances, including excessive loud music, inside a residential living space. Each  
2 Defendant breached this duty of care through outrageous conduct or inaction, causing damage to  
3 each Plaintiff, including severe emotional distress.

4 48. As a proximate result of each Defendant's conduct, as alleged herein, each Plaintiff  
5 has suffered actual, special and general damages, including personal injuries and personal property  
6 damage, in an amount to be established according to proof at trial.

#### 7 NINTH CAUSE OF ACTION

##### 8 (Negligent Infliction of Emotional Distress – Defendant 909 Geary and Does 1 to 10)

9 49. Plaintiff re-alleges and incorporates by reference each and every allegation set forth  
10 above.

11 50. Each Defendant at all relevant times owed a special and heightened duty of care to  
12 each Plaintiff based on each such Defendant's role as landlord and manager of residential property.  
13 After receiving actual notice that noise from the Gangway was causing disturbance to Plaintiff and  
14 other residents at the Hartland Hotel, each defendant had special knowledge of each plaintiff's  
15 susceptibility to emotional distress from exposure to nuisances, including excessive loud music,  
16 inside a residential living space. Each Defendant breached this duty of care through outrageous  
17 conduct or inaction, causing damage to each Plaintiff, including severe emotional distress.

18 51. As a proximate result of each Defendant's conduct, as alleged herein, each Plaintiff  
19 has suffered actual, special and general damages, including personal injuries and personal property  
20 damage, in an amount to be established according to proof at trial.

#### 21 TENTH CAUSE OF ACTION

##### 22 (Nuisance – Defendant Lee and Does 1 to 10)

23 52. Plaintiff re-alleges and incorporates by reference each and every allegation set forth  
24 above.

25 53. The conduct of each Defendant in creating excessively loud music in Plaintiff's unit  
26 at the Hartland Hotel, as described herein, has been and continues to be injurious to the health of  
27 each Plaintiff, and constitutes a nuisance, as defined in sections 3479 and 3481 of the Civil Code.

28 54. Each Defendant's failure to remediate hazardous, defective, dangerous, noxious,

1 unsafe and unhealthy conditions at the Gangway, as alleged herein, and has obstructed and  
2 continues to obstruct Plaintiff's free use and comfortable enjoyment of the residential unit at the  
3 Hartland Hotel.

4 55. As a proximate result of each Defendant's conduct, as described herein, each  
5 Plaintiff has suffered actual, special and general damages, including personal injuries and personal  
6 property damage, in an amount to be established according to proof at trial.

7 56. Each Defendant's conduct, as alleged herein, in failing to correct excessive noise  
8 nuisances in a timely fashion after notification of the hazards by police and a state agency,  
9 constitutes malice and oppression for which each Plaintiff is entitled to recover punitive damages  
10 from each Defendant under Code of Civil Procedure Section 3294.

### 11 ELEVENTH CAUSE OF ACTION

#### 12 (Nuisance – Defendant 909 Geary and Does 1 to 10)

13 57. Plaintiff re-alleges and incorporates by reference each and every allegation set forth  
14 above.

15 58. The conduct of each Defendant in failing to prevent excessively loud music in  
16 Plaintiff's unit at the Hartland Hotel, as described herein, has been and continues to be injurious to  
17 the health of each Plaintiff, and constitutes a nuisance, as defined in sections 3479 and 3481 of the  
18 Civil Code.

19 59. Each Defendant's failure to remediate hazardous, defective, dangerous, noxious,  
20 unsafe and unhealthy conditions at the Hartland Hotel, as alleged herein, and has obstructed and  
21 continues to obstruct Plaintiff's free use and comfortable enjoyment of the residential unit at the  
22 Hartland Hotel.

23 60. As a proximate result of each Defendant's conduct, as described herein, each  
24 Plaintiff has suffered actual, special and general damages, including personal injuries and personal  
25 property damage, in an amount to be established according to proof at trial.

26 61. Each Defendant's conduct, as alleged herein, in failing to correct excessive noise  
27 nuisances in a timely fashion after notification of the hazards by police and a state agency,  
28 constitutes malice and oppression for which each Plaintiff is entitled to recover punitive damages

1 from each Defendant under Code of Civil Procedure Section 3294.

2 **TWELFTH CAUSE OF ACTION**

3 **(Negligent Violation of Statute – Defendant 909 Geary and Does 1 to 10)**

4 62. Plaintiff re-alleges and incorporates by reference each and every allegation set forth  
5 above.

6 63. As alleged herein, defendants had duties to each Plaintiff under the following laws:  
7 Cal. Civil Code §§1941, 1941.1, and 1942.5.

8 64. Through lack of care, Defendants have breached the duties owed to each Plaintiff  
9 under these laws, as alleged herein, causing damages to plaintiffs in amounts to be proven at trial.

10 **THIRTEENTH CAUSE OF ACTION**

11 **(Unlawful Business Practices In Violation Of Business & Professions Code §§ 17200 *Et Seq.* –**  
12 **– Defendant Lee and Does 1 to 10)**

13 65. Plaintiff re-alleges and incorporates by reference each and every allegation set forth  
14 above.

15 66. Section 17200 of the California Business & Professions Code prohibits any  
16 unlawful, unfair, or fraudulent business act or practices.

17 67. Through their actions alleged herein, Defendants have engaged in unfair competition  
18 within the meaning of Cal. Bus. & Prof. Code §17200, because Defendants' conduct has violated  
19 state laws, and the California common law, as herein described.

20 68. Beginning at a date unknown to Plaintiffs, but at least as early as April 28, 2005,  
21 Defendants committed, and continue to commit, acts of unfair competition, as defined by §17200 et  
22 seq. of the California Business and Professions Code, by and among other things, engaging in the  
23 acts and practices described herein.

24 69. Defendants engaged in unfair competition in violation of Cal. Bus. & Prof. Code  
25 §17200 et seq. by violating, *inter alia*, each of the following: Causes of action One, Eight, and Ten,  
26 stated above.

27 70. Defendants' course of conduct, acts, and practice in violation of the California laws  
28 mentioned in each paragraph above constitute separate and independent violations of §17200 *et*

1 *seq.* of the California Business and Professions Code.

2 71. Defendants' acts and omissions alleged herein are part of a pattern and practice by  
3 defendants to violate laws to provide economic benefits to themselves, all to the detriment of  
4 Plaintiff.

5 72. Defendants' violations of these laws have caused harm to each plaintiff in amounts  
6 to be proven at trial. Defendants have further been unjustly enriched and have wrongfully profited  
7 from their violations of law at the expense of each Plaintiff.

8 73. Each Plaintiff seeks restitution and disgorgement of profits, and injunctive relief to  
9 halt the unlawful business practices of Defendants.

10 **FOURTEENTH CAUSE OF ACTION**

11 **(Unlawful Business Practices In Violation Of Business & Professions Code §§ 17200 *Et Seq.* –**  
12 **– Defendant 909 Geary and Does 1 to 10)**

13 74. Plaintiff re-alleges and incorporates by reference each and every allegation set forth  
14 above.

15 75. Section 17200 of the California Business & Professions Code prohibits any  
16 unlawful, unfair, or fraudulent business act or practices.

17 76. Through their actions alleged herein, Defendants have engaged in unfair competition  
18 within the meaning of Cal. Bus. & Prof. Code §17200, because Defendants' conduct has violated  
19 state laws, and the California common law, as herein described.

20 77. Beginning at a date unknown to Plaintiffs, but at least as early as April 28, 2005,  
21 Defendants committed, and continue to commit, acts of unfair competition, as defined by §17200 et  
22 seq. of the California Business and Professions Code, by and among other things, engaging in the  
23 acts and practices described herein.

24 78. Defendants engaged in unfair competition in violation of Cal. Bus. & Prof. Code  
25 §17200 et seq. by violating, *inter alia*, each of the following:

- 26 a. Causes of action Two, Three, Four, Five, Six, Seven, Nine, Eleven, and Twelve,  
27 stated above; and  
28 b. Cal. Civil Code §§1941, 1941.1, and 1942.5;

1 79. Defendants' course of conduct, acts, and practice in violation of the California laws  
2 mentioned in each paragraph above constitute separate and independent violations of §17200 *et*  
3 *seq.* of the California Business and Professions Code.

4 80. Defendants' acts and omissions alleged herein are part of a pattern and practice by  
5 defendants to violate laws benefi909 Geary tenants at their residential properties, all to the  
6 detriment of such tenants, and to the benefit of defendants.

7 81. Defendants' violations of these laws have caused harm to each plaintiff in amounts  
8 to be proven at trial. Defendants have further been unjustly enriched and have wrongfully profited  
9 from their violations of law at the expense of each Plaintiff.

10 82. Each Plaintiff seeks restitution and disgorgement of profits, and injunctive relief to  
11 halt the unlawful business practices of Defendants.

12 **PRAAYER FOR RELIEF**

13 Plaintiff prays for judgment as follows:

14 **On the Cause of Action for Breach of Contract:**

- 15 1. For actual and compensatory damages according to proof.  
16 2. For attorney's fees by contract.

17 **On the Causes of Action for Nuisance:**

- 18 1. For actual and compensatory damages according to proof; and  
19 2. For punitive and exemplary damages.

20 **On the Cause of Action for Violation of Civil Code Section 1942.5:**

- 21 1. For actual and compensatory damages according to proof;  
22 2. For statutory damages of not less than three times Plaintiff's actual damages;  
23 3. For punitive and exemplary damages of \$2,000 per violation of Civil Code Section  
24 1942.5, and according to proof under Civil Code Section 3294; and  
25 4. For attorney's fees by statute, including pursuant to Civil Code Section 1942.5.

26 **On the Causes of Action for Unfair Business Practices:**

- 27 1. For injunctive relief to halt the unlawful business practices of Defendants; and  
28 2. For restitution and disgorgement of profits.

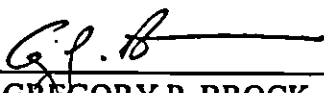
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**On all Causes of Action:**

1. For actual and compensatory damages according to proof;
2. For costs of suit herein incurred;
3. For reasonable attorney's fees as allowed by contract or by statute;
4. For pre-judgment interest at the legal rate under Civil Code Sections 3287 and 3291;
5. For such other and further relief as the court may deem proper.

Dated: April 28, 2009

BROCK LAW OFFICE

By:   
\_\_\_\_\_  
GREGORY P. BROCK  
Attorney for Plaintiff MARK KLEE