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**FILED**  
**ALAMEDA COUNTY**

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CLERK OF THE SUPERIOR COURT  
By Jamie Thomas  
JAMIE THOMAS, Deputy

6 Attorneys for Plaintiffs,  
 7 The People of the State of California and  
 The City of Oakland

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 9 **COUNTY OF ALAMEDA**  
 10 **UNLIMITED CIVIL CASE**

11 THE PEOPLE OF THE STATE OF  
 12 CALIFORNIA,  
 13 Plaintiff,  
 14 THE CITY OF OAKLAND, a municipal  
 corporation,  
 15 Plaintiff and Real Party in  
 Interest,  
 16 v.  
 17 Oakland Redevelopment Group, a limited  
 18 liability corporation; Eugene Gorelik, an  
 individual; Jessica Sawczuk, an individual;  
 19 and DOES ONE through TWENTY  
 inclusive,  
 20 Defendants.  
 21

Case No. **RG17858121**  
**COMPLAINT FOR INJUNCTIVE RELIEF,  
 CIVIL PENALTIES, RESTITUTION,  
 ATTORNEY'S FEES, COSTS, AND OTHER  
 EQUITABLE RELIEF BASED ON:**  
 (1) TENANT PROTECTION ORDINANCE  
 [Oakland Municipal Code §8.22.600 *et seq.*]  
 (2) BANE ACT [California Civil Code §52.1]

- 22
- 23 1. Jahahara Alkebulan-Ma'at, 64 years old and disabled, has lived in Oakland at 369 MacArthur
  - 24 Boulevard ("the Property") since April 1, 1995.
  - 25 2. Upon information and belief, as of April 26, 2016, Jahahara Alkebulan-Ma'at and his minor
  - 26 son were the only tenants at the 3-unit residence located at the Property
  - 27
  - 28

- 1 3. Upon information and belief, on April 26, 2016, Defendants Jessica Sawczuk and Eugene  
2 Gorelik contacted Jahahara Alkebulan-Ma'at, in person, at his home and informed him they  
3 intended to purchase the Property. That same afternoon, Defendant Jessica Sawczuk contacted  
4 Jahahara Alkebulan-Ma'at, via e-mail, stating she and her husband Defendant Eugene Gorelik  
5 intended to "restore the house to its original condition (this means turning it back into a single  
6 family) [,]" and "move in as [their] primary residence." (parenthetical in original). Defendant  
7 Jessica Sawczuk further stated, "this means you would need to relocate" and offered to "help  
8 with movers, pay [] deposit and several month's rent somewhere [else] or other  
9 compensation."  
10  
11 4. Upon information and belief, on May 10, 2016, Oakland Redevelopment Group LLC, owned  
12 in trust by Defendants Eugene Gorelik and Jessica Sawczuk, purchased the Property.  
13  
14 5. Upon information and belief, from April 2016 to March 2017, Defendants Jessica Sawczuk  
15 and Eugene Gorelik made multiple offers (in person, by e-mail and by text message) to  
16 facilitate moving Jahahara Alkebulan-Ma'at out of his home and provide compensation.  
17 During that time and to date, Jahahara Alkebulan-Ma'at has continued to look for housing  
18 through affordable housing and low-income, senior housing programs.  
19  
20 6. On September 2, 2016, Defendant Jessica Sawczuk obtained a permit from the City of Oakland  
21 Planning and Building Department to "remove [an] unpermitted 1 story rear structure attached  
22 to [the] 2 story." Jahahara Alkebulan-Ma'at's bedroom and dining room were in the rear of the  
23 two-story building and his bathroom and living room were in the one-story rear attached  
24 structure.  
25  
26 7. On October 25, 2016, Jahahara Alkebulan-Ma'at received a 60-day eviction notice from  
27 Defendant Jessica Sawczuk, as an authorized agent for Defendant Oakland Redevelopment  
28 Group, LLC, and Daniel Bornstein, as the attorney and authorized agent for Defendant

1 Oakland Redevelopment Group, LLC. The notice falsely claimed that “the City” determined  
2 his home was exempt from the Just Cause Ordinance. Under the notice, Jahahara Alkebulan-  
3 Ma’at was to move out on or before December 25, 2016, Christmas Day, or face an eviction  
4 lawsuit.

5  
6 8. On January 12, 2017, Defendants filed an Unlawful Detainer lawsuit against Jahahara  
7 Alkebulan-Ma’at.

8 9. Upon information and belief, on February 25, 2017, Defendants shut off the gas, leaving  
9 Jahahara Alkebulan-Ma’at with no heat and no hot water. Consequently, Jahahara Alkebulan-  
10 Ma’at began using space heaters with extension cords, which short-circuited the electrical  
11 outlets. On or about that day, Jahahara Alkebulan-Ma’at informed Defendant Eugene Gorelik  
12 of these issues via text message. Defendant Eugene Gorelik told Jahahara Alkebulan-Ma’at  
13 that his workers cut off the gas because they smelled a leak. Additionally, Defendant Eugene  
14 Gorelik told Jahahara Alkebulan-Ma’at to hire someone to fix the issues and the costs would  
15 be accounted for in the Unlawful Detainer lawsuit.  
16

17 10. Upon information and belief, on March 15, 2017, Defendants and Jahahara Alkebulan-Ma’at  
18 attended a Mandatory Settlement Conference to try to resolve the Unlawful Detainer. The  
19 parties were unsuccessful in reaching an agreement, and the case was continued for Jury Trial  
20 on March 20, 2017.  
21

22 11. Upon information and belief, on March 16, 2017 (a day after the Mandatory Settlement  
23 Conference), while Jahahara Alkebulan-Ma’at was away from his home for about two hours,  
24 Defendants changed the exterior locks to the Property. Consequently, Jahahara Alkebulan-  
25 Ma’at could not access his home or his belongings, including medicine for his disability.  
26 Additionally, upon information and belief, Defendants cut off Jahahara Alkebulan-Ma’at’s  
27 access to electricity, water, cable and internet.  
28

- 1 12. Upon information and belief, after changing the exterior locks of Jahahara Alkebulan-Ma'at's  
2 home, on March 16, 2017, Gorelik sent Jahahara Alkebulan-Ma'at an e-mail stating, in part,  
3 "If you set foot on the premises again without my permission, I will not only call the police to  
4 arrest you for trespass but I will defend my property. ¶ I repeat, DO NOT SET FOOT ON THE  
5 PREMISES AGAIN WITHOUT MY PERMISSION or there will be consequences."  
6
- 7 13. Upon information and belief, on March 17, 2017, while Jahahara Alkebulan-Ma'at was at the  
8 hospital getting emergency doses of medication that was locked in his home, Defendants  
9 partially demolished his home, including portions of the roof and walls. That same day,  
10 Jahahara Alkebulan-Ma'at reported the incident to the Oakland Police Department who then  
11 responded to the Property. A responding officer spoke to Defendant Eugene Gorelik by phone  
12 and asked him to provide Jahahara Alkebulan-Ma'at with a key to the new locks; however,  
13 Defendant Eugene Gorelik refused. The officers allowed Jahahara Alkebulan-Ma'at to enter  
14 his home through an unlocked window.  
15
- 16 14. Upon information and belief, during the nights of March 17 and March 18, 2017, Defendant  
17 Eugene Gorelik, contacted Jahahara Alkebulan-Ma'at at his home, unannounced, through a  
18 demolished portion of the wall, and made multiple threats, including demands that Jahahara  
19 Alkebulan-Ma'at get off his property and that he "better not be [t]here in the morning."  
20
- 21 15. On March 20, 2017, Defendant Eugene Gorelik posted a 24-hour notice of entry to "make  
22 necessary repairs to Drywall and Electrical throughout [the] apartment" on March 22, 2017.  
23 On March 22, 2017, Defendants demolished most of the rear-end addition. That same day, City  
24 of Oakland Code Enforcement Inspector Wing Loo posted a restricted use notice on the  
25 remaining frame, which permitted debris clean up only. Consequently, Jahahara Alkebulan-  
26 Ma'at was forced to seek emergency housing at hotels, while his minor son moved in with  
27 relatives. Jahahara Alkebulan-Ma'at remains homeless to date.  
28

1 16. On March 27, 2017, days after demolishing the 1-story portion of Jahahara Alkebulan-Ma'at's  
2 home, forcing him to vacate, Defendants dismissed the Unlawful Detainer.

3 17. Defendants' systematic campaign of harassment has violated – and continues to violate – state  
4 and local laws designed to protect tenants from unjust conduct by abusive landlords.

5 Therefore, the People of the State of California and the City of Oakland intervene to hold  
6 Defendants accountable for their illegal actions, to defend the tenant's rights, and to secure the  
7 relief the tenant is entitled to under law.  
8

9 **PARTIES**

10 18. The City of Oakland is a municipal corporation and a chartered city, organized and existing  
11 under the laws of the State of California.

12 19. The People of the State of California and the City of Oakland (collectively "Plaintiffs") bring  
13 these actions to protect the exercise and enjoyment of tenant rights from harassment, threats,  
14 intimidation and coercion.  
15

16 20. Defendant OAKLAND REDEVELOPMENT GROUP, LLC owns the Property located at 369  
17 MacArthur Boulevard, Oakland, CA with Assessor Parcel Number ("APN") 010-0785-021-02.

18 21. Upon information and belief, Defendants EUGENE GORELIK and JESSICA SAWCZUK  
19 hold OAKLAND REDEVELOPMENT GROUP, LLC in trust and manage the property.  
20

21 22. Defendant EUGENE GORELIK is the registered agent of OAKLAND REDEVELOPMENT  
22 GROUP, LLC.

23 23. Defendants DOES 1 through 20, whether individual, corporate, associate, representative, alter  
24 ego or otherwise of the named Defendants, are sued by fictitious names pursuant to California  
25 Code of Civil Procedure §474. Plaintiffs will amend this Complaint to allege the true names  
26 and capacities of DOES 1 through 20 when their true identities are ascertained.  
27  
28

1 24. Plaintiffs are informed and believe, and therefore allege, that each of the Defendants was the  
2 agent, servant, employee, subsidiary, affiliate, partner, assignee, successor-in-interest, alter  
3 ego, or other representative of the remaining Defendants in committing the alleged acts. Each  
4 Defendant is liable, in whole or in part, for the damages and injuries.  
5

### 6 JURISDICTION

7 25. This Court is the proper venue because the subject premises, the Defendants' conduct, and the  
8 Plaintiffs' injuries are all located or occurred within the City of Oakland, Alameda County,  
9 California.  
10

### 11 FACTS

#### 12 Background

13 26. Upon information and belief, Jahahara Alkebulan-Ma'at, a 64-year-old, disabled and low-  
14 income individual, has lived in Oakland at 369 MacArthur Boulevard since April 1, 1995.

15 27. Upon information and belief, the residence on the Property consists of three units: a front unit,  
16 a back unit and an upstairs unit. The back unit was equipped with a bedroom, kitchen and  
17 dining room, shower, toilet, and living room and a patio. The bedroom, kitchen and dining  
18 room were in the two-story portion of the building, while the shower, toilet, and living room  
19 were in the one-story addition. The one-story addition was created prior to Jahahara  
20 Alkebulan-Ma'at's arrival.  
21

22 28. Upon information and belief, beginning in 1995, Jahahara Alkebulan-Ma'at lived in the front  
23 unit with his former wife, while his former mother-in-law lived in the back unit. In 2006,  
24 following his former wife and mother-in-law's departure, Jahahara Alkebulan-Ma'at moved to  
25 the back unit. Jahahara Alkebulan-Ma'at's minor son has lived with him at the Property since  
26 2000.  
27  
28

- 1 29. Upon information and belief, from 1995 to 2006, Jahahara Alkebulan-Ma'at paid rental  
2 amounts ranging from \$700 to \$1,000 per month for the front unit. In 2006, Jahahara  
3 Alkebulan-Ma'at began paying approximately \$600 per month for the back unit alone, where  
4 he lived with his minor son. Beginning in 2015, Jahahara Alkebulan-Ma'at's rent was raised to  
5 \$725 per month.  
6
- 7 30. Upon information and belief, since Defendants purchased the Property, Jahahara Alkebulan-  
8 Ma'at paid his rent in full to Defendants every month by personal check. The December 2016  
9 check was returned to Jahahara Alkebulan-Ma'at by mail. The January 2017 check was not  
10 cashed. Jahahara Alkebulan-Ma'at has not paid rent from February 2017 to the present because  
11 Unlawful Detainer proceedings were pending.  
12

13 **Oakland Redevelopment Group LLC's Purchase of the Property and Move Out**  
14 **Negotiations**

- 15 31. Upon information and belief, on April 26, 2016, Defendants Jessica Sawczuk and Eugene  
16 Gorelik contacted Jahahara Alkebulan-Ma'at at his home and informed him they intended to  
17 purchase the Property. That same afternoon, Defendant Jessica Sawczuk contacted Jahahara  
18 Alkebulan-Ma'at, via e-mail, stating she and her husband Defendant Eugene Gorelik intended  
19 to "restore the house to its original condition (this means turning it back into a single family)  
20 [,]" and "move in as [their] primary residence." Defendant Jessica Sawczuk further stated,  
21 "this means you would need to relocate" and offered to "help with movers, pay [] deposit and  
22 several month's rent somewhere [else] or other compensation."  
23
- 24 32. Upon information and belief, on April 28, 2016, Defendant Jessica Sawczuk sent Jahahara  
25 Alkebulan-Ma'at a text message asking him to make a decision on her proposal by the end of  
26 the day because escrow was closing on the Property. Jahahara Alkebulan-Ma'at responded, via  
27 e-mail, that he did not feel comfortable responding by the deadline. He needed more time to  
28

1 look for new housing for both himself and his minor son through affordable housing and low-  
2 income, senior housing programs.

3 33. On May 10, 2016, Defendant Oakland Redevelopment Group LLC, with Defendant Eugene  
4 Gorelik as its registered agent, purchased the Property.

5  
6 34. On June 5, 2016, Jahahara Alkebulan-Ma'at and Defendants Jessica Sawczuk and Eugene  
7 Gorelik met to discuss finding Jahahara Alkebulan-Ma'at new living arrangements. That  
8 afternoon, Gorelik e-mailed Jahahara Alkebulan-Ma'at offering to help move him up various  
9 affordable housing and senior, low-income housing lists he applied for. On June 20, 2016,  
10 Jahahara Alkebulan-Ma'at declined this offer citing ethical concerns.

11 35. On July 26, 2016, Defendant Eugene Gorelik e-mailed Jahahara Alkebulan-Ma'at asking for  
12 an update on his housing search and his attorney's information.

13  
14 **Unlawful Detainer Lawsuit, Harassment, and Displacement**

15 36. On September 2, 2016, Defendant Jessica Sawczuk obtained a permit from the City of Oakland  
16 Planning and Building Department ("Planning") to "remove [an] unpermitted 1 story rear  
17 structure attached to [the] 2 story."

18 37. On October 25, 2016, Jahahara Alkebulan-Ma'at received a 60-day eviction notice from  
19 Defendant Jessica Sawczuk, as an authorized agent for Defendant Oakland Redevelopment  
20 Group, LLC, and Daniel Bornstein, as the attorney and authorized agent for Defendant  
21 Oakland Redevelopment Group, LLC. In the notice, based on the September 2, 2016 permit,  
22 Defendants misrepresented that Jahahara Alkebulan-Ma'at's home was not covered under the  
23 Just Cause Ordinance stating "[t]he city [] determined that the premises you occupy is illegal  
24 and therefore exempt because of its status of being an illegal unit." This is untrue. At that  
25 point, "the City" never determined that Jahahara Alkebulan-Ma'at's home was illegal. Code  
26 Enforcement never inspected the premises, issued a Notice of Violation or issued any restricted  
27  
28



1 use notices. Nor did “the City” make the legal determination that Jahahara Alkebulan-Ma’at’s  
2 home was exempt from the Just Cause Ordinance.

3 38. Under the eviction notice, Jahahara Alkebulan-Ma’at was to move out on or before December  
4 25, 2016, Christmas Day, or face an eviction lawsuit.

5 39. Based on the eviction notice, Defendants filed an unlawful detainer lawsuit against Jahahara  
6 Alkebulan-Ma’at on January 12, 2017.

7 40. On December 23, 2016, Defendant Eugene Gorelik submitted a pre-application to Planning to  
8 develop the residence into 7 units with 7 parking spaces. However, on February 17, 2017,  
9 during his deposition for the Unlawful Detainer, when Defendant Eugene Gorelik was asked if  
10 he planned to move into the Property as his primary residence, he responded, “If that’s what it  
11 takes to get him out.”  
12

13 41. Upon information and belief, on February 25, 2017, Defendants shut off the gas, leaving  
14 Jahahara Alkebulan-Ma’at with no heat and no hot water. Consequently, Jahahara Alkebulan-  
15 Ma’at began using space heaters with extension cords, which short-circuited the electrical  
16 outlets. On or about that day, Jahahara Alkebulan-Ma’at informed Defendant Eugene Gorelik  
17 of these issues via text message. Defendant Eugene Gorelik told Jahahara Alkebulan-Ma’at  
18 that his workers cut off the gas because they smelled a leak. Additionally, Defendant Eugene  
19 Gorelik told Jahahara Alkebulan-Ma’at to hire someone to fix the issues and the costs would  
20 be accounted for in the Unlawful Detainer lawsuit.  
21

22 42. Upon information and belief, on March 8, 2017, Defendant Eugene Gorelik sent Jahahara  
23 Alkebulan-Ma’at a “demand letter,” via e-mail, requesting “reimbursement of \$43,190.43 for  
24 excess holding costs covering loan interest payments, utilities, and legal fees [Defendants]  
25 incurred on [the Property.]” Defendant Eugene Gorelik alleged, these costs were “related to  
26  
27  
28

1 your refusal to leave the property in contradiction to promises and agreements you made to us  
2 prior to our purchase of the property.”

3 43. Upon information and belief, on March 15, 2017, Defendants and Jahahara Alkebulan-Ma’at  
4 attended a Mandatory Settlement Conference to try to resolve the Unlawful Detainer. The  
5 parties were unsuccessful in reaching an agreement, and the case was continued for Jury Trial  
6 on March 20, 2017.

7  
8 44. Upon information and belief, on March 16, 2017 (a day after the Mandatory Settlement  
9 Conference), while Jahahara Alkebulan-Ma’at was away from his home for about two hours,  
10 Defendants changed the exterior locks to the Property. Consequently, Jahahara Alkebulan-  
11 Ma’at could not access his home or his belongings, including medicine for his disability.  
12 Additionally, upon information and belief, Defendants cut off Jahahara Alkebulan-Ma’at’s  
13 access to electricity, water, cable and internet.

14  
15 45. Upon information and belief, after changing the exterior locks of Jahahara Alkebulan-Ma’at’s  
16 home, on March 16, 2017, Gorelik sent Jahahara Alkebulan-Ma’at an e-mail stating, in part,  
17 “If you set foot on the premises again without my permission, I will not only call the police to  
18 arrest you for trespass but I will defend my property. ¶ I repeat, DO NOT SET FOOT ON THE  
19 PREMISES AGAIN WITHOUT MY PERMISSION or there will be consequences.”

20  
21 46. Upon information and belief, on March 17, 2017, while Jahahara Alkebulan-Ma’at was at the  
22 hospital getting emergency doses of medication that was locked in his home, Defendants  
23 partially demolished his home, including portions of the roof and walls. That same day,  
24 Jahahara Alkebulan-Ma’at reported the incident to the Oakland Police Department who then  
25 responded to the Property. A responding officer spoke to Defendant Eugene Gorelik by phone  
26 and asked him to provide Jahahara Alkebulan-Ma’at with a key to the new locks; however,  
27  
28

1 Defendant Eugene Gorelik refused. The officers allowed Jahahara Alkebulan-Ma'at to enter  
2 his home through an unlocked window.

3 47. Upon information and belief, during the nights of March 17 and March 18, 2017, Defendant  
4 Eugene Gorelik, contacted Jahahara Alkebulan-Ma'at at his home, unannounced, through a  
5 demolished portion of the wall, and made multiple threats, including demands that Jahahara  
6 Alkebulan-Ma'at get off his property and that he "better not be [t]here in the morning."

7  
8 48. On March 20, 2017, Defendant Eugene Gorelik posted a 24-hour notice of entry to "make  
9 necessary repairs to Drywall and Electrical throughout [the] apartment" on March 22, 2017.

10 49. On March 21, 2017, in an e-mail to Defendants, Jahahara Alkebulan-Ma'at's unlawful detainer  
11 defense attorney, Anne Omura, requested the keys to the changed locks, restoration of utilities,  
12 and repair of the partially demolished roof.

13  
14 50. On March 22, 2017, rather than make the "repairs" set forth in the 24-hour notice, Defendants  
15 demolished most of the rear-end addition. That same day, City of Oakland Code Enforcement  
16 Inspector Wing Loo posted a restricted use notice on the remaining frame, which permitted  
17 debris clean up only. Consequently, Jahahara Alkebulan-Ma'at was forced to seek emergency  
18 housing at hotels, while his minor son moved in with relatives. Jahahara Alkebulan-Ma'at  
19 remains homeless to date.

20  
21 51. Upon information and belief, to date, Jahahara Alkebulan-Ma'at's personal property remains  
22 on the premises in a storage container. Several items have gone missing or are damaged,  
23 including his wedding ring, family photos, artifacts, and a video recorder.

24 52. On March 27, 2017, days after demolishing the one-story portion of Jahahara Alkebulan-  
25 Ma'at's home, forcing him to vacate; Defendants dismissed the Unlawful Detainer.

26 //

27 //

28

1                   **Jahahara Alkebulan-Ma'at Fears for the Safety of His Person and Property**

2 53. Upon information and belief, Defendants' continued harassment has exacted a significant  
3 emotional toll on Jahahara Alkebulan-Ma'at. Due to Defendant Eugene Gorelik's multiple  
4 threats, Jahahara Alkebulan-Ma'at fears for his physical safety and that of his minor son. Due  
5 to Defendant Eugene Gorelik's threats and Defendants' actions, Jahahara Alkebulan-Ma'at  
6 also fears for the safety of his personal property, which remains on the premises in a storage  
7 container.  
8

9                   **FIRST CAUSE OF ACTION FOR TENANT PROTECTION ORDINANCE**  
10                   **BY CITY OF OAKLAND AGAINST ALL DEFENDANTS**  
11                   **[Oakland Municipal Code §8.22.600 et seq.]**

12 54. Plaintiffs incorporate by reference each preceding paragraph.

13 55. Plaintiffs bring this action pursuant to Oakland Municipal Code ("OMC") §8.22.600 *et seq.*  
14 (the "Tenant Protection Ordinance") in the name of the City of Oakland.

15 56. The Tenant Protection Ordinance finds that "the rising market demand for rental housing in  
16 Oakland creates an incentive for some landlords to engage in harassing behavior." OMC  
17 §8.22.610(E). The purpose of the Tenant Protection Ordinance is "to deter harassing behavior  
18 by landlords, to encourage landlords to follow the law and uphold their responsibility to  
19 provide habitable rental properties, and to give tenants legal recourse in instances where they  
20 are subjected to harassing behavior by landlords." OMC §8.22.610(M).

21 57. Defendants violated OMC §8.22.640(A)(1) of the Tenant Protection Ordinance by  
22 "[i]nterrupting, terminat[ing] and fail[ing] to provide housing services required" by state and  
23 local law.  
24

25 58. Defendants violated OMC §8.22.640(A)(2) of the Tenant Protection Ordinance by "fail[ing] to  
26 perform repairs and maintenance required [...]" by state and local law.  
27  
28

- 1 59. Defendants violated OMC §8.22.640(A)(3) of the Tenant Protection Ordinance through  
2 “fail[ing] to exercise due diligence in completing repairs and maintenance [...]”
- 3 60. Defendants violated OMC §8.22.640(A)(4) of the Tenant Protection Ordinance by “abus[ing]  
4 [their] right of access into a rental housing unit as that right is provided by law.[.]”
- 5 61. Defendants violated OMC §8.22.640(A)(5) of the Tenant Protection Ordinance by  
6 “[r]emov[ing] from the Rental Unit personal property, furnishings, or any other items without  
7 the prior written consent of the Tenant [...]”
- 8 62. Defendants violated OMC §8.22.640(A)(6) of the Tenant Protection Ordinance by  
9 “[i]nfluenc[ing] or attempt[ing] to influence a Tenant to vacate a Rental Unit through fraud,  
10 intimidation or coercion[.]”
- 11 63. Defendants violated OMC §8.22.640(A)(8) of the Tenant Protection Ordinance by  
12 “[a]ttempt[ing] to coerce a Tenant to vacate with offer(s) of payments to vacate which are  
13 accompanied with threats or intimidation.”
- 14 64. Defendants violated OMC §8.22.640(A)(9) of the Tenant Protection Ordinance by  
15 “[t]hreaten[ing] the tenant, by word or gesture, with physical harm[.]”
- 16 65. Defendants violated OMC §8.22.640(A)(10) of the Tenant Protection Ordinance by  
17 “substantially and directly interfer[ing] with a Tenants' right to quiet enjoyment of a rental  
18 housing unit [...]”
- 19 66. Defendants violated OMC §8.22.640(A)(11) of the Tenant Protection Ordinance by  
20 “[r]efus[ing] to accept or acknowledge receipt of a Tenant's lawful rent payment, except as  
21 such refusal may be permitted by state law after a notice to quit has been served on the Tenant  
22 and the time period for performance pursuant to the notice has expired[.]”
- 23 67. Defendants violated OMC §8.22.640(A)(12) of the Tenant Protection Ordinance by  
24 “[r]efus[ing] to cash a rent check for over thirty (30) days [...], except as such refusal may be  
25  
26  
27  
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1 permitted by state law after a notice to quit has been served on the Tenant and the time period  
2 for performance pursuant to the notice has expired[.]”

3 68. Defendants violated OMC §8.22.640(A) (13) of the Tenant Protection Ordinance by  
4 “interfer[ing] with a Tenant’s right to privacy[.]”

5  
6 69. Defendants violated OMC §8.22.640(A)(15) of the Tenant Protection Ordinance through  
7 “other repeated acts or omissions of such significance as to substantially interfere with or  
8 disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such  
9 dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully  
10 entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive  
11 any rights in relation to such occupancy.”

12 70. Defendants violated OMC §8.22.640(A) (16) of the Tenant Protection Ordinance by  
13 “remov[ing] a housing service for the purpose of causing the Tenant to vacate the Rental  
14 Unit.”

15  
16 71. Defendants acted in bad faith against their tenant as required by OMC §8.22.640(A).

17 72. Defendants have engaged in a pattern and practice of harassment, and therefore the City  
18 Attorney is exercising her authority pursuant to OMC §8.22.670(A)(2).

19  
20 **SECOND CAUSE OF ACTION FOR THE BANE ACT**  
21 **BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS**  
22 **[California Civil Code §52.1 et seq.]**

23 73. Plaintiffs incorporate by reference each preceding paragraph.

24 74. Plaintiffs bring this action pursuant to California Civil Code §52.1(a), in the name of the  
25 People of the State of California and the City of Oakland, in order to protect the exercise and  
26 enjoyment of tenant rights under state and local law from interference by Defendants through  
27 threats, intimidation and coercion.  
28

1 75. Defendants interfered with Jahahara Alkebulan-Ma'at's tenant rights under state and local law  
2 by threatening or committing violent acts:

3 76. Jahahara Alkebulan-Ma'at reasonably believed that if he exercised his tenant rights under state  
4 and local law, Defendants would commit violence against him or his property.

5  
6 **PRAYER FOR RELIEF**

7 Plaintiffs pray that the Court:

8 First Cause of Action

9 77. Order all injunctive relief deemed necessary, which may include but is not limited to the  
10 following: cease any construction on additional units until all required permits are obtained;  
11 prior to re-renting any unit(s), schedule and pass required inspections by City Building official;  
12 offer Jahahara Alkebulan-Ma'at a rental unit at the Property at his most recent rate;  
13 compensate Jahahara Alkebulan-Ma'at for his relocation fees; for the next two years, notify the  
14 City one week in advance before any unlawful detainer lawsuits are filed involving units at the  
15 property; for the next two years, certify each month that Defendants are in compliance with the  
16 Tenant Protection Ordinance and Just Cause for Eviction Ordinance; require Defendants to  
17 attend anger management counseling; require Defendants to refrain from verbal and written  
18 threats; mandate that Defendants stay away from the Property; and hire a separate property  
19 manager and submit the proposed candidate for review and approval by the City, pursuant to  
20 Oakland Municipal Code §8.22.670(C).

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22  
23 78. Award Plaintiffs any costs and expenses incurred by the City in abatement and  
24 prosecution of the violations pursuant to Oakland Municipal Code §8.22.650(C) and  
25 §8.22.670(D)(3).

26 79. Award Plaintiffs attorney's fees as authorized by OMC §8.22.670(D)(1).

27 80. Order any restitution that the Court deems proper.  
28

Second Cause of Action

- 1
- 2 81. Order each Defendant to pay civil penalties in an amount up to \$25,000 to each tenant whose
- 3 rights were violated pursuant to Cal. Civ. Code §52.1(a).
- 4
- 5 82. Order all preliminary and permanent injunctive relief deemed necessary, which may include
- 6 but is not limited to the following: requiring Defendants to attend anger management
- 7 counseling; requiring Defendants to refrain from verbal and written threats; mandating that
- 8 Defendants stay away from the Property; and hiring a separate property manager and
- 9 submitting the proposed candidate for review and approval by the City, as authorized by Cal.
- 10 Civ. Code §52.1(a).
- 11 83. Award Plaintiffs attorney's fees as authorized by Cal. Civ. Code §52.1(h).

All Causes of Action

- 12
- 13
- 14 84. Enter judgment in favor of Plaintiffs and against Defendants
- 15 85. Order all other relief as the interests of justice may require.

16 Dated: April 26, 2017

17  
18 BARBARA J. PARKER, City Attorney  
19 OTIS MCGEE, Chief Assistant City Attorney  
20 MARIA BEE, Special Counsel  
21 KEVIN KING, Neighborhood Law Corps Attorney

22 By: \_\_\_\_\_

23 Attorneys for Plaintiffs,  
24 The People of the State of California and the City of Oakland.

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