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9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO  
11 UNLIMITED JURISDICTION

12 DINO BIGONE, individually, as Personal  
13 Representative of the ESTATE OF ERIC  
14 BIGONE, and as Successor in Interest of ERIC  
15 BIGONE,

16 Plaintiff,

17 vs.

18 PHILLIPE H. CHAGNIOT, individually and  
19 in his capacity as Trustee for the Chagniot  
20 2007 Family Trust, BARBARA  
21 CHAGNIOT, individually and in her capacity  
22 as Trustee for the Chagniot 2007 Family  
23 Trust, and DOES 1 through 50, inclusive,

24 Defendants.

No:

**COMPLAINT**

**JURY TRIAL DEMANDED**

25 Plaintiff, Dino Bigone (“DINO”), individually, as Personal Representative of the ESTATE  
26 OF ERIC BIGONE, and as Successor in Interest of Eric Bigone, alleges as follows:

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28 //

1 **JURISDICTION**

2 1. This court is the proper venue and jurisdiction because the damage to DINO and his  
3 father, Eric Bigone (“BIGONE”) occurred within its geographic jurisdiction; to wit, in the City  
4 and County of San Francisco.

5 2. The relief sought herein is greater than the jurisdictional minimum of this Court.

6 **PARTIES**

7 3. Plaintiff DINO is a natural person, a competent adult over the age of 18 years and at all  
8 times was a resident of the State of California.

9 4. Plaintiff DINO brings this action as specified in Code of Civil Procedure Section 377.60  
10 *et seq.*, individually and on behalf of the Estate of Eric Bigone and on behalf of BIGONE’s  
11 surviving heirs.

12 5. BIGONE, an unmarried man, was killed on April 17, 2026 at approximately 5:00 am in  
13 San Francisco, California by Defendant Phillippe H. Chagniot, (“CHAGNIOT”).

14 6. Plaintiff DINO is the son of BIGONE and is his sole issue.

15 7. Plaintiff DINO has complied with the provisions of Code of Civil Procedure Section  
16 377.32, having filed herewith a declaration as required.

17 8. BIGONE’s causes of action – the Fourth through Tenth causes of action alleged below -  
18 may be brought by DINO pursuant to Code of Civil Procedure Section 377.20.

19 9. Defendant CHAGNIOT is a competent adult over the age of 18 years and at all times was  
20 a resident of the State of California.

21 10. Defendant Barbara Chagniot, (“B. CHAGNIOT”) is a competent adult over the age of 18  
22 years and at all times was a resident of the State of California.

23 11. Defendants CHAGNIOT and B. CHAGNIOT are, and at all times mentioned herein  
24 were, married to each other.

25 12. The Chagniot 2007 Family Trust, (the “TRUST”) is, at all times mentioned herein, a  
26 revocable trust controlled and operated by its grantors and trustees, Defendants CHAGNIOT, B.  
27 CHAGNIOT and DOES 1-50.

1 13. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 were at all times mentioned  
2 herein acting in the course and scope of agency with the TRUST.

3 14. The true names and capacities of the Defendants DOES 1 through 50, inclusive, whether  
4 individual, corporate, associate or otherwise, are unknown to DINO at the time of filing this  
5 Complaint and therefore DINO sues said Defendants by fictitious names and will ask leave of court  
6 to amend this Complaint to show their true names or capacities when the same have been  
7 ascertained. DINO is informed and believes, and thereon alleges, that each of the DOE Defendants  
8 are, in some manner, responsible for the events and happenings herein set forth and proximately  
9 caused injury and damages to DINO and BIGONE as herein alleged.

10 15. At all times mentioned herein, each of the Defendants was the agent, servant, and employee  
11 of each of the remaining Defendants, and was, at all times, acting within the scope of said agency  
12 and employment. References to “Defendant” or “Defendants” shall refer to all of them unless  
13 context or reference dictates otherwise.

14 16. Defendants B. CHAGNIOT and DOES 1-50 conspired with Defendant CHAGNIOT to  
15 engage in the acts described herein and as such, civil liability for those torts of Defendant  
16 CHAGNIOT which occurred within the ambit of the conspiracy are attributable to Defendants B.  
17 CHAGNIOT and DOES 1-50 co-extensively with the civil liability of Defendant CHAGNIOT.

18  
19 **STATEMENT OF FACTS**

20 17. In 2023, BIGONE rented 2518 47<sup>th</sup> Avenue, San Francisco, California; a single family  
21 home in San Francisco’s Sunset District (the “PREMISES”).

22 18. BIGONE paid \$3,200 in rent each month for the PREMISES.

23 19. The PREMISES was at all times mentioned herein owned by Defendants CHAGNIOT,  
24 B. CHAGNIOT and DOES 1-50.

25 20. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 were BIGONE’s landlord and  
26 property manager during his occupancy of the PREMISES, and BIGONE was their tenant.

1 21. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 demanded that all rent be paid  
2 in cash so that they did not have to report those earnings to the State and Federal Governments  
3 on their taxes.

4 22. On or about January of 2026, CHAGNIOT began a campaign of harassment towards  
5 BIGONE.

6 23. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 sent BIGONE unlawful  
7 Notices to Enter without reasonable notice, without a valid basis for entry, and without proper  
8 service.

9 24. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50's purpose of such entries was  
10 to inspect for purposes of selling the PREMISES.

11 25. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 repeatedly threatened  
12 BIGONE with eviction if he refused them access.

13 26. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 repeatedly tried to intimidate  
14 him with the intent of causing him to vacate the PREMISES.

15 27. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 told DECENDENT that he  
16 had to be out of the PREMISES by March 1, 2026 because he needed to sell his properties.

17 28. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 began refusing to accept any  
18 rent payment from BIGONE in an effort to create a basis for eviction.

19 29. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 further refused to provide an  
20 address where BIGONE could mail checks constituting his rent payment.

21 30. BIGONE was required to retain an attorney to just so that he could pay Defendants  
22 CHAGNIOT, B. CHAGNIOT and DOES 1-50 the rent for the PREMISES.

23 31. It was only after speaking with BIGONE's attorney that CHAGNIOT provided a mailing  
24 address for BIGONE to send his rent checks.

25 32. These attempts to cause BIGONE to vacate the PREMISES were known or should have  
26 been known by B. CHAGNIOT and DOES 1-50.

27 33. Between January and May of 2026, Defendants CHAGNIOT, B. CHAGNIOT and DOES  
28 1-50 repeatedly told BIGONE that they needed to sell their property and that he had to vacate.

1 34. Between January and May of 2026, Defendants CHAGNIOT, B. CHAGNIOT and DOES  
2 1-50 repeatedly threatened that they were going to “Ellis Act” the PREMISES (that is, evict the  
3 tenant under Cal. Gov. C. §§7060 – 7060.7) and that BIGONE had to vacate; they did not, in  
4 fact, undertake steps to “Ellis Act” the PREMISES; this was a fraudulent subterfuge calculated  
5 to induce BIGONE to vacate the PREMISES.

6 35. By May of 2026, Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 became  
7 frustrated that their attempts to cause BIGONE to vacate the PREMISES was not working.

8 36. As a result, Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 conspired to  
9 murder BIGONE so that they could sell the PREMISES.

10 37. On the morning of May 17, 2026, Defendants CHAGNIOT, B. CHAGNIOT and DOES  
11 1-50 put their plan to murder BIGONE into action.

12 38. On that date, around 5:00am, Defendant CHAGNIOT put on dark clothing and a mask  
13 which covered his face and rode a bicycle to the PREMISES armed with a Military Armament  
14 Corporation Model 10 rifle, commonly known as a “MAC-10.” This high-caliber rifle was  
15 equipped with a silencer and a high-capacity magazine.

16 39. In an attempt to further conceal himself, and by way of planning and laying in wait for  
17 BIGONE, Defendant CHAGNIOT spraypainted several cameras in the area.

18 40. Defendant CHAGNIOT then lit a fire on top of BIGONE’s car, which was parked in  
19 front of the PREMISES.

20 41. Defendant CHAGNIOT then hid and waited for BIGONE to exit the PREMISES in order  
21 to ambush him.

22 42. When BIGONE exited his home to put out the fire, Defendant CHAGNIOT shot  
23 BIGONE in the back of the head with the silenced MAC-10.

24 43. BIGONE then fell to the ground. CHAGNIOT stood over BIGONE and shot him again.

25 44. Despite the eventual efforts of first responders, BIGONE was pronounced dead at the  
26 scene.

27 45. After murdering BIGONE, Defendant CHAGNIOT then casually rode off on his bicycle  
28 to his home in the Marina District to meet with his wife, Defendant B. CHAGNIOT.

1 46. The next day, Defendant B. CHAGNIOT telephoned DINO to offer condolences and to  
2 determine when he would be out of the PREMISES.

3 47. Defendant B. CHAGNIOT did this knowing that her husband, Defendant CHAGNIOT  
4 had just brutally murdered DINO's father.

5 48. On that same day, Defendant CHAGNIOT texted DINO and wrote the following:

6 "We'd like to offer our sincere condolences to you and your family  
7 during what is no doubt, an extremely difficult time.

8 This is something no one should ever have to experience.

9 If you have any questions for me, please don't hesitate to reach  
10 out.

11 Wishing you peace.

12 Phil Chagnoit

13 415-xxx-xxxx"

14 49. Not knowing that Defendant CHAGNIOT just murdered his father, DINO asked that his  
15 father's security deposit be returned to him.

16 50. On May 27, 2026, Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50, through an  
17 attorney, claimed there was no deposit, complained that BIGONE's family was in the  
18 PREMISES, that BIGONE's tenancy to the PREMISES terminated because of his death, and that  
19 they planned to "secure possession of the property" on June 1.

20 51. On that same day, Defendant CHAGNIOT was arrested for the murder of BIGONE.

21 52. The San Francisco District Attorney has charged Defendant CHAGNIOT by Complaint  
22 with the following:

- 23 a. Penal Code Section 187(a), Murder;
- 24 b. Penal Code Section 190.2, Lying in wait n the commission of the murder;
- 25 c. Penal Code Section 12022.53(d), discharge a firearm in the commission of the  
26 murder;
- 27 d. Penal Code Section 245(a)(3), Assault by a Machine Gun or Assault Weapon;
- 28

- e. Penal Code Sections 30510 or 30515, used an assault weapon in the commission of the murder;
- f. Penal Code Section 451(d), Arson;
- g. Penal Code Section 32625(a), Transportation of a Machine Gun;
- h. Penal Code Section 33410, Possession of a Silencer for Firearms;
- i. Penal Code Section 32310(a), Large Capacity Magazine

53. CHAGNIOT was detained in custody without bail.

**FIRST CAUSE OF ACTION**

**WRONGFUL DEATH BASED ON INTENTIONAL TORT AND  
VIOLATIONS OF THE CALIFORNIA PENAL CODE**

**(By Plaintiff as Against Defendant CHAGNIOT, B. CHAGNIOT, and DOES 1-50)**

54. Plaintiff hereby incorporates by reference and re-alleges each and every allegation of the above paragraphs as though fully set forth herein.

55. At all times mentioned herein, Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 were BIGONE's landlord.

56. Defendant CHAGNIOT acted in his capacity as trustee of the TRUST, property owner of the PREMISES, property manager for the PREMISES, and landlord for BIGONE when he committed the killing as set forth above.

57. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50, each conspired within each other to plan to murder BIGONE in order that they be able to sell the PREMISES without the burden of its being tenant-occupied.

58. In doing the acts above, Defendant CHAGNIOT violated those laws set forth in Paragraph 52, above.

59. As a result of Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50's violations, DINO was required to retain legal counsel to enforce his legal rights.

1 60. As a result of the wrongful acts of Defendants causing BIGONE's death, DINO has suffered  
2 economic and non-economic losses directly attributable to Defendants' wrongful acts, in amounts to  
3 be shown according to proof.

4 61. The killing of BIGONE by Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50  
5 were done with a high degree of cruelty, viciousness, or callousness within the meaning of the  
6 California Rules of Court 4.421(a)(1).

7 62. The commission of the murder of BIGONE indicates planning, sophistication, or  
8 professionalism within the meaning of California Rules of Court 4.421(a)(8)

9 63. The Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 engaged in violent  
10 conduct which indicates that they are a serious danger to society within the meaning of  
11 California Rules of Court 4.421(b)(1).

12  
13 **SECOND CAUSE OF ACTION**

14 **WRONGFUL DEATH BASED ON VIOLATIONS OF**  
15 **THE SAN FRANCISCO RENT ADMINISTRATIVE CODE**

16 **(By Plaintiff as Against Defendant CHAGNIOT, B. CHAGNIOT, and DOES 1-50)**

17 64. Plaintiff hereby incorporates by reference and re-alleges each and every allegation of the  
18 above paragraphs as though fully set forth herein.

19 65. At all times mentioned herein, Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50  
20 were BIGONE's landlord.

21 66. Defendant CHAGNIOT acted in his capacity as trustee of the TRUST, property owner of  
22 the PREMISES, property manager for the PREMISES, and landlord for BIGONE when he  
23 committed the killing as set forth above.

24 67. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50, each conspired within each  
25 other to violate the San Francisco Rent Administrative Code 37.10B and 37.1A1.

26 68. The killing of BIGONE violated San Francisco Administrative Code 37.10B.

27 69. Section 37.10B of the San Francisco Administrative Code prohibits landlords or their  
28 agents from engaging in certain conduct in bad faith. Those prohibited acts include:

- 1 • Interfering with a tenant’s right to quiet use and enjoyment of a rental
- 2 housing unit as that right is defined by California law;
- 3 • Other repeated acts or omissions of such significance as to
- 4 substantially interfere with or disturb the comfort, repose, peace or
- 5 quiet of any person lawfully entitled to occupancy of such dwelling
- 6 unit and that cause, are likely to cause, or are intended to cause any
- 7 person lawfully entitled to occupancy of a dwelling unit to vacate such
- 8 dwelling unit or to surrender or waive any rights in relation to such
- 9 occupancy.

10 70. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50’s repeated harassment and  
11 ultimate murder of BIGONE in an effort to get him to vacate the PREMISES were committed in  
12 bad faith, without innocent motive and for reasons unrelated to lawful management of the  
13 PREMISES.

14 71. Pursuant to Section 37.10B(c)(5), Plaintiff is entitled to damages for each and every of  
15 Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 violations, detailed hereinabove, in  
16 the amount of not less than three (3) times BIGONE’s actual damages or damages in the sum of  
17 \$1,000.00 per violation, whichever is greater.

18 72. The above acts were “wrongful” within the meaning of California law; they proximately  
19 caused BIGONE’s death and the harm to DINO.

20 73. As a result of Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50’s actions,  
21 BIGONE’s estate was required to retain legal counsel to enforce his legal rights.

22 74. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50’s acts were the direct and  
23 proximate cause of harm to BIGONE, in amounts to be proven at trial.

24 75. The killing of BIGONE also violated San Francisco Administrative Code 37.11A.

25 76. San Francisco Administrative Code Section 37.11A prohibits landlords or their agents  
26 from retaliating against a tenant for the exercise of any rights under Chapter 37, or attempting to  
27 prevent a tenant from acquiring any rights under Chapter 37.

1 77. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 violated Section 37.11A by  
2 interfering with BIGONE's quiet enjoyment as described hereinabove, to wit intentionally  
3 causing his death resulting in the involuntary surrender by BIGONE of certain rights arising  
4 under Chapter 37; at no time did BIGONE intend to surrender his leasehold or his rights  
5 thereunder.

6 78. As a result of Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50's violations,  
7 DINO was required to retain legal counsel to enforce his legal rights.

8 79. As a result of the wrongful acts of Defendants causing BIGONE's death, DINO has suffered  
9 economic and non-economic losses directly attributable to Defendants' wrongful acts, in amounts to  
10 be shown according to proof.

11 80. The killing of BIGONE by Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50  
12 were done with a high degree of cruelty, viciousness, or callousness within the meaning of the  
13 California Rules of Court 4.421(a)(1).

14 81. The commission of the murder of BIGONE indicates planning, sophistication, or  
15 professionalism within the meaning of California Rules of Court 4.421(a)(8)

16 82. The Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 engaged in violent  
17 conduct which indicates that they are a serious danger to society within the meaning of  
18 California Rules of Court 4.421(b)(1).

19  
20 **THIRD CAUSE OF ACTION**

21 **WRONGFUL DEATH BASED ON NEGLIGENCE**

22 **(By Plaintiff as Against Defendants B. CHAGNIOT, and DOES 1-50)**

23 83. Plaintiff hereby incorporates by reference and re-alleges each and every allegation of the  
24 above paragraphs as though fully set forth herein.

25 84. At the time and place aforesaid, Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-  
26 50, inclusive, were acting as BIGONE's landlord for the PREMISES and as trustees for the  
27 TRUST.

1 85. Defendants B. CHAGNIOT and DOES 1-50 directed and allowed Defendant  
2 CHAGNIOT to directly manage the PREMISES when they knew or should have known of his  
3 propensity to act irrationally and violently.

4 86. Defendants B. CHAGNIOT and DOES 1-50 knew or should have known of Defendant  
5 CHAGNIOT's unlawful campaign to evict BIGONE and did nothing to stop such actions.

6 87. Defendants B. CHAGNIOT and DOES 1-50 knew or should have known that BIGONE  
7 retained an attorney and that doing so angered Defendant CHAGNIOT.

8 88. Defendants B. CHAGNIOT and DOES 1-50 knew or should have known that Defendant  
9 CHAGNIOT was in an irrational, angry and dangerous state and that allowing him to manage the  
10 PREMISES put BIGONE in danger of suffering serious injury or death.

11 89. Despite this, Defendants B. CHAGNIOT and DOES 1-50 did nothing to remove  
12 Defendant CHAGNIOT from managing the PREMISES or from engaging directly with  
13 BIGONE.

14 90. Because of the unreasonable manner in which Defendants B. CHAGNIOT and DOES 1-  
15 50 managed the PREMISES, BIGONE was killed.

16 91. Defendants B. CHAGNIOT and DOES 1-50's actions in these particulars were  
17 "wrongful" within the meaning of California Law, and proximately caused the death of  
18 BIGONE, as well as the potential loss of his property interest in the PREMISES.

19 92. As a result of the wrongful acts of Defendants causing BIGONE's death, DINO has suffered  
20 economic and non-economic losses directly attributable to Defendants' wrongful acts, in amounts to  
21 be shown according to proof.

22  
23 **FOURTH CAUSE OF ACTION**

24 **(Survivorship Action)**

25 **VIOLATION OF SAN FRANCISCO ADMINISTRATIVE CODE § 37.10B**

26 **(By Plaintiff as Against Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50)**

27 93. Plaintiff hereby incorporates by reference and re-alleges each and every allegation of the  
28 above paragraphs as though fully set forth herein.

1 94. Section 37.10B of the San Francisco Administrative Code prohibits landlords or their  
2 agents from engaging in certain conduct in bad faith. Those prohibited acts include:

- 3 • Interfering with a tenant's right to quiet use and enjoyment of a rental  
4 housing unit as that right is defined by California law;
- 5 • Other repeated acts or omissions of such significance as to  
6 substantially interfere with or disturb the comfort, repose, peace or  
7 quiet of any person lawfully entitled to occupancy of such dwelling  
8 unit and that cause, are likely to cause, or are intended to cause any  
9 person lawfully entitled to occupancy of a dwelling unit to vacate such  
10 dwelling unit or to surrender or waive any rights in relation to such  
11 occupancy.

12 95. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50's repeated harassment and  
13 ultimate murder of BIGONE in an effort to get him to vacate the PREMISES were committed in  
14 bad faith, without innocent motive and for reasons unrelated to lawful management of the  
15 PREMISES.

16 96. Pursuant to Section 37.10B(c)(5), Plaintiff is entitled to damages for each and every of  
17 Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 violations, detailed hereinabove, in  
18 the amount of not less than three (3) times BIGONE's actual damages or damages in the sum of  
19 \$1,000.00 per violation, whichever is greater.

20 97. As a result of Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50's actions,  
21 BIGONE's estate was required to retain legal counsel to enforce his legal rights.

22 98. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50's acts were the direct and  
23 proximate cause of harm to BIGONE, in amounts to be proven at trial.

24 99. Wherefore Plaintiff prays for the relief stated below.

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1 **FIFTH CAUSE OF ACTION**

2 **(Survivorship Action)**

3 **VIOLATION OF SAN FRANCISCO ADMINISTRATIVE CODE § 37.11A**

4 **(By Plaintiff as Against Defendant CHAGNIOT)**

5 100. Plaintiff hereby incorporates by reference and re-alleges each and every allegation of the  
6 above paragraphs as though fully set forth herein.

7 101. San Francisco Administrative Code Section 37.11A prohibits landlords or their agents  
8 from retaliating against a tenant for the exercise of any rights under this Chapter 37, or  
9 attempting to prevent a tenant from acquiring any rights under Chapter 37.

10 102. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 violated Section 37.11A by  
11 interfering with BIGONE's quiet enjoyment as described hereinabove, and by intentionally  
12 causing his death resulting in the involuntary surrender by BIGONE of certain rights arising  
13 under Chapter 37.

14 103. As a result of Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50's violations,  
15 BIGONE's estate was required to retain legal counsel to enforce their legal rights.

16 104. BIGONE's estate is therefore entitled to recover the amounts of rent constituting a non-  
17 conforming rent increase under Chapter 37, and to recover the reasonable attorney fees incurred  
18 in so doing.

19 105. Wherefore Plaintiff prays for the relief stated below.  
20

21 **SIXTH CAUSE OF ACTION**

22 **BATTERY**

23 **(Survivorship Action)**

24 **(By Plaintiff as Against Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50)**

25 106. Plaintiff hereby incorporates by reference and re-alleges each and every allegation of the  
26 above paragraphs as though fully set forth herein.  
27  
28

1 107. Defendant CHAGNIOT acted intentionally to kill BIGONE and did kill BIGONE, causing  
2 an offensive touching in so doing which harmed BIGONE in his person, his property, and in the  
3 imposition of medical expenses.

4 108. The killing of BIGONE by Defendant CHAGNIOT was unjustified, unlawful, and  
5 unconsented to.

6 109. Defendants B. CHAGNIOT and DOES 1-50 conspired with Defendant CHAGNIOT to  
7 engage in the above acts and as such, liability for those torts of Defendant CHAGNIOT which  
8 occurred within the ambit of the conspiracy are attributable to Defendants B. CHAGNIOT and  
9 DOES 1-50 co-extensively with the liability of Defendant CHAGNIOT.

10 110. Wherefore Plaintiff prays for judgment as against Defendant CHAGNIOT.  
11

12 **SEVENTH CAUSE OF ACTION**

13 **(Survivorship Action)**

14 **TRESSPASS TO CHATTLES/CONVERSION**

15 **(By Plaintiff as Against Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50)**

16 111. Plaintiff hereby incorporates by reference and re-alleges each and every allegation of the  
17 above paragraphs as though fully set forth herein.

18 112. BIGONE was at all times relevant herein the owner of or entitled to immediately possess  
19 his automobile.

20 113. During the commission of the murder of BIGONE, Defendant CHAGNIOT willfully and  
21 intentionally lit a fire on BIGONE's vehicle causing damage and legal harm.

22 114. Defendants B. CHAGNIOT and DOES 1-50 conspired with Defendant CHAGNIOT to  
23 engage in the above acts and as such, those acts of Defendant CHAGNIOT are attributable to  
24 Defendants B. CHAGNIOT and DOES 1-50.

25 115. Wherefore Plaintiff prays for judgment as against Defendant CHAGNIOT.  
26 //

27 //

28

1 **EIGHTH CAUSE OF ACTION**

2 **(Survivorship Action)**

3 **BREACH OF CONTRACT**

4 **(By Plaintiff as Against Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50)**

5 116. Plaintiff hereby incorporates by reference and re-alleges each and every allegation of the  
6 above paragraphs as though fully set forth herein.

7 117. At some point in 2023, BIGONE entered into a contract (the "LEASE") with Defendants  
8 CHAGNIOT, B. CHAGNIOT and DOES 1-50.

9 118. The essential terms of the LEASE were that BIGONE would pay \$3,200 a month to  
10 Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 and they in turn would provide a  
11 leasehold in the PREMISES to BIGONE for his occupancy.

12 119. Implicit in the LEASE was the covenant of quiet enjoyment of the PREMISES.

13 120. In committing the acts complained of above, Defendants CHAGNIOT, B. CHAGNIOT  
14 and DOES 1-50 breached the terms of the LEASE by violating the covenant of quiet enjoyment  
15 of the PREMISES.

16 121. Plaintiff performed his part of the agreement in paying his rent, and otherwise performed  
17 all terms under the LEASE other than those which he was excused from performing.

18 122. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-5 breach gave rise to damages  
19 which Plaintiff is entitled to recover.

20  
21 **NINTH CAUSE OF ACTION**

22 **(Survivorship Action)**

23 **NEGLIGENCE**

24 **(By Plaintiff as Against Defendants B. CHAGNIOT and DOES 1-50)**

25 123. Plaintiff hereby incorporates by reference and re-alleges each and every allegation of the  
26 above paragraphs as though fully set forth herein.

27 124. At the time and place aforesaid, Defendants B. CHAGNIOT and DOES 1-50, inclusive,  
28 were acting as a landlord for the PREMISES and as trustee for the TRUST.

1 125. As a direct and proximate result of the negligence, carelessness, recklessness, wantonness  
2 and unlawfulness of Defendant B. CHAGNIOT and DOES 1-50 and each of them, BIGONE  
3 sustained economic harm, loss of the quiet use and enjoyment of this leasehold for the PREMISES,  
4 property damage, medical expenses, severe personal injury and death in a sum within the  
5 jurisdiction of this Court and to be shown according to proof.

6  
7 **TENTH CAUSE OF ACTION**

8 **(Survivorship Action/Wrongful Death)**

9 **VIOLATION OF UNIFORM VOIDABLE TRANSACTIONS ACT**

10 **(By Plaintiff as Against Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50)**

11 126. Plaintiff hereby incorporates by reference and re-alleges each and every allegation of the  
12 above paragraphs as though fully set forth herein.

13 127. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 own several real properties in  
14 the name of the TRUST.

15 128. The properties are as follows:

- 16 a. 2518 46<sup>th</sup> Avenue, San Francisco, California 94116; described as Beginning at a  
17 point on the easterly line of forty-sixth Avenue, distant thereon 100 feet Southerly  
18 from the Southerly line of Ulloa Street; running thence Southerly along the  
19 Easterly line of forty-sixth Avenue 25 feet; thence at a right angle Easterly 120  
20 feet; thence at a right angle Northerly 25 feet; thence at a right angle Westerly 120  
21 feet to the point of beginning.

22 Being a portion of OUTSIDE LAND BLOCK NO. 1218,

23 LOT 048 BLOCK 2446

24 PARCEL NUMBER(S): LOT 048, BLOCK 2446

- 25 b. 1706 46<sup>th</sup> Avenue, San Francisco, California 94116, described as BEGINNING at  
26 a point on the Easterly line of Forty-sixth Avenue, distant thereon 25 feet  
27 Southerly from the Southerly line of Moraga Street; running thence Southerly  
28 along said line of forty-sixth Avenue 25 feet; thence at a right angle Easterly 65

1 feet; thence at a right angle Northerly 25 feet; thence at a right angle Westerly 65  
2 feet to the point of beginning.

3 Being a portion of OUTSIDE LAND BLOCK NO. 905

4 c. 147 Bixbee Street, San Francisco, California 94123, described as lot no. 41, in  
5 block no. 9, as said lot and-block are delineated and so designated upon that  
6 certain map entitled. "map of property of city land association", filed august 24;  
7 1870 and recorded in book "c" and "d" of maps, at page 11 in the office of the  
8 recorder of the city and county of San Francisco, state of California.

9 d. 101 Hill Road, Glen Ellen, California 95442, parcel identification number 054-  
10 180-020-000; Assessor's Description 85 FM 54-180-12 PT TO 21 PM 8040.

11 129. Defendants CHAGNIOT, DOES 1-50 owns another property located at 187 Canyon  
12 Drive, Daly City, California 94014, described as SWLY 2.36 FT X 2.12 FT F&R MEAS OR  
13 LOT 16 & NELY 43.964 FET X 45.777 FT F&R MEAS OF LOT 17 BLOCK C SOUTHERN  
14 HILLSAIDES UNIT 2; parcel identification number 005-014-040.

15 130. Plaintiff is a creditor of Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50  
16 because he has a tort claim against them.

17 131. Plaintiff is informed and believes that Defendants CHAGNIOT, B. CHAGNIOT and  
18 DOES 1-50 intend to transfer real property with actual intent to hinder, delay, or defraud  
19 Plaintiff as a creditor.

20 132. This belief is based upon the facts set forth above, the multiple statements made by  
21 Defendant CHAGNIOT regarding his intent and desire that Defendants CHAGNIOT, B.  
22 CHAGNIOT and DOES 1-50 sell the PREMISES.

23 133. The killing of BIGONME by Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50  
24 was done for the purpose of putting up a vacant PREMISES for sale.

25 134. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 individually and in their  
26 capacity as trustees for the TRUST conspired and are conspiring to transfer real property with  
27 actual intent to hinder, delay, or defraud Plaintiff as a creditor.

28 135. As such, Plaintiff prays for the following:

- 1 a. that Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 be enjoined from  
2 selling the real properties set forth herein.
- 3 b. An order voiding any transfers of the above real property should it be done prior  
4 to the Court's reaching the above question.
- 5 c. A temporary, preliminary and permanent injunction prohibiting Defendants  
6 CHAGNIOT, B. CHAGNIOT and DOES 1-50 from making any further transfers  
7 or encumbrances of any real property until such time as any judgment in this  
8 matter is paid in full, or until it is dismissed with prejudice.
- 9 d. Requiring Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 to disclose  
10 to Plaintiff any agreement by them of modifying the TRUST.
- 11 e. Requiring Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 to refrain  
12 from modification, amendment, or revocation or the TRUST until such time as  
13 any judgment in this matter is paid in full or until it is dismissed with prejudice.

14  
15 **EXEMPLARY DAMAGE ALLEGATIONS**

16 136. The allegations of the above paragraphs are incorporated herein by reference.

17 137. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 acted to willfully cause death;  
18 it was oppressive within the meaning of Civil Code section 3294 in that it wrought a cruel and  
19 unjust hardship on BIGONE and on Plaintiff.

20 138. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 acted with a willful and  
21 conscious disregard for BIGONE's safety, acting maliciously within the meaning of section  
22 3294.

23 139. The killing of BIGONE by Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50  
24 were done with a high degree of cruelty, viciousness, or callousness within the meaning of the  
25 California Rules of Court 4.421(a)(1).

26 140. The commission of the murder of BIGONE indicates planning, sophistication, or  
27 professionalism within the meaning of California Rules of Court 4.421(a)(8)

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1 141. The Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 engaged in violent  
2 conduct which indicates that they are a serious danger to society within the meaning of  
3 California Rules of Court 4.421(b)(1).

4 142. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 conduct was despicable and  
5 subjected BIGONE and DINO to cruel and unjust hardship.

6 143. Defendants CHAGNIOT, B. CHAGNIOT and DOES 1-50 have violent and socially  
7 maladaptive tendencies.

8 144. Wherefore Plaintiff prays for an award of punitive damages to deter, punish, and make an  
9 example of Defendants.

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1 **PRAYER**

2 Wherefore, Plaintiff prays for judgments in all causes of actions against the defendants, and  
3 each of them, as follows:

4 A) General Damages in a sum according to proof;

5 B) Sums incurred and to be incurred for services of hospitals, physicians, surgeons,  
6 nurses and other professional services, x-rays and other medical supplies and services;

7 C) For interest provided by law including, but not limited to, Cal. Civil Code § 3291;

8 D) Loss of income incurred and to be incurred according to proof;

9 E) For injunctive relief including, *inter alia*, the prevention of the dissipation of assets  
10 under the UVTA, the maintenance and restoration of BIGONE’s estate to possession of the  
11 PREMISES, and the preservation of the ‘status quo’ through an Order forbidding Defendants from  
12 concealing, transferring, encumbering, or disposing of any assets or interests in real and personal  
13 property;

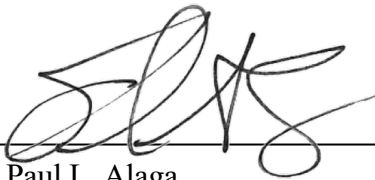
14 F) For an award of punitive or exemplary damages to deter, punish, and make an  
15 example of Defendants.

16 G) For costs of suit;

17 H) For such other relief that the court considers just and proper.

18  
19 Dated: June 9, 2026

Respectfully Submitted,

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23 Paul L. Alaga,  
24 Attorney for Plaintiff