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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PEYMAN PAKDEL and SIMA CHEGINI,
Plaintiffs,
v.
CITY AND COUNTY OF SAN FRANCISCO,
a Chartered California City and County;
SAN FRANCISCO BOARD OF
SUPERVISORS, an elected body of the
City and County of San Francisco;
SAN FRANCISCO DEPARTMENT OF
PUBLIC WORKS, a department of the City
and County of San Francisco; and DOES 1-25
inclusive,
Defendants.

No. 3:17-cv-03638-RS

**FIRST AMENDED
COMPLAINT FOR VIOLATION
OF FEDERAL CIVIL RIGHTS
UNDER 42 U.S.C. § 1983 AND
CALIFORNIA STATE LAW
(CAL. GOV'T CODE § 7060-
7060.7, CAL. CIVIL CODE
§ 1954.52, CAL. CONST.
ART. I, § 1)**

Judge: Richard Seeborg

1 INTRODUCTION

2 1. Plaintiffs Peyman Pakdel and Sima Chegini bring this first amended
3 complaint for relief against the City and County of San Francisco due to its enactment
4 of legislation that illegally and unconstitutionally requires them to enter into a
5 lifetime lease with their tenant after conversion of their property into a condominium.

6 2. The Fifth Amendment to the United States Constitution prohibits local
7 governments from compelling property owners, like Plaintiffs, to offer or continue to
8 offer residential real property for lease when the owners or their immediate family
9 wish to use it as their home. In the present case, Plaintiffs chose to rent their home
10 temporarily because of their out-of-state residence, but expected to regain possession
11 of their home when they retired. Yet, the City has recently enacted Ordinance 117-13
12 (the "Ordinance") that punishes those who lawfully seek to convert property into a
13 condominium by forcing them to give their non-owning tenants lifetime leases,
14 thereby eliminating their fundamental right to reside in their own homes.

15 3. There is no income requirement to be eligible for a lifetime lease. Under
16 the Ordinance, rich tenants as well as low-income ones, are entitled to a lifetime lease.
17 The Ordinance thus effects a blatant transfer of wealth from some private citizens to
18 others, without regard to whether there is a need. As such, the Ordinance does not
19 advance the purpose of providing housing to low-and moderate-income households,
20 which the Ordinance cites as its basis. In fact, the lifetime lease provisions of the
21 Ordinance often have an effect opposite to providing affordable housing for low and
22 moderate income households. Many tenancy-in-common owners affected by the
23 Ordinance are single unit owners whose business is not renting. As reported in the
24 San Francisco Chronicle, C.W. Nevius, *Law Change Means Owners of Mission Unit*
25 *Can't Move Back Home* (Feb. 4, 2015), the Ordinance can protect those with means,
26 while barring those in need, from returning to their homes.

27 4. As applied to Plaintiffs, the lifetime lease mandated by the Ordinance
28 takes property for a private purpose. To the extent the Ordinance serves a public

1 purpose, the provisions unconstitutionally take property, unconstitutionally function
2 as a condition that is unrelated and disproportionate to any impact arising from the
3 potential withdrawal of rental units, unreasonably seize property and impose an
4 impermissible burden on the Plaintiffs' Ellis Act, privacy, and common law property
5 rights. Consequently, the Ordinance violates the Public Use Clause, Takings Clause,
6 and Fourth Amendment of the United States Constitution, and imposes an
7 unconstitutional condition. The Plaintiffs are therefore entitled to damages and/or
8 equitable relief under 42 U.S.C. § 1983 and the Declaratory Judgment Act.

9 **THE PARTIES**

10 5. Plaintiffs Peyman Pakdel and Sima Chegini are citizens of the State of
11 Ohio. They owned a tenancy in common interest providing for occupancy of one unit
12 in a 6-unit building located at 1170-1180 Green Street, San Francisco, California (the
13 "Property"), which was recently converted into condominiums. The Property is subject
14 to the Ordinance.

15 6. Defendant City and County of San Francisco is a political subdivision of
16 the State of California, and the local governing authority in San Francisco. The City
17 enacted the Ordinance challenged by this lawsuit. The City is entitled to sue and be
18 sued, and is constrained by the laws of the United States and the State of California,
19 including the United States Constitution, 42 U.S.C. § 1983, the Ellis Act, and the
20 California Constitution.

21 7. Plaintiffs are informed and believe, Respondents and Defendants CITY
22 AND COUNTY OF SAN FRANCISCO, a Chartered California City and County, SAN
23 FRANCISCO BOARD OF SUPERVISORS, an elected body of the City and County of
24 San Francisco, SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS, a
25 department of the City and County of San Francisco (the "DPW") and DOES 1-25,
26 inclusive (collectively the "City"), are now, and at all times herein mentioned in this
27 petition and complaint have been, organized and existing under the Constitution and
28 Laws of the State of California and under the City of San Francisco's charter. At all

1 times herein mentioned, each of the respondents were agents of the other and were
2 acting within the course and scope of that agency.

3 **JURISDICTION AND VENUE**

4 8. This Court has jurisdiction based on federal question jurisdiction
5 because this Complaint is based on claims under the United States Constitution and
6 federal law, including 42 U.S.C. § 1983. In addition, this Court has jurisdiction over
7 all of the claims because of diversity of citizenship and the fact that the amount in
8 controversy exceeds \$75,000. Therefore, there is jurisdiction under 28 U.S.C. §§ 1331
9 and 1332. Venue is proper in this District under 28 U.S.C. § 1391 because the claims
10 arose in this District, Defendants are located in this District, and the property at issue
11 is located in this District.

12 **FACTS**

13 9. Plaintiffs Peyman Pakdel and his wife, Sima Chegini, live and work in
14 Ohio, and soon plan to retire in San Francisco. Both immigrated to the United States
15 in the 1980s as students and later became U.S. citizens. Mr. Pakdel is an engineer
16 who worked his way up to become an owner of a small manufacturing company. Mrs.
17 Chegini is a dentist with a family practice.

18 10. In 2009, Plaintiffs purchased a tenancy-in-common interest (“TIC
19 interest”) in real property in the City and County of San Francisco commonly known
20 as 1170-1180 Green Street (the “Property”) and entered into a Tenancy in Common
21 Agreement (“TICA”) with the other tenancy-in-common interest owners of the
22 Property. The Property contains six dwelling units. The TIC interest purchased by
23 Plaintiffs includes the right to exclusively occupy one of the units in the Property, with
24 the address of 1180 Green Street (the “Unit”). Plaintiffs temporarily leased their Unit
25 to a tenant in 2010, because they reside out-of-state and did not intend to use the Unit
26 as their home until after they retire.

27 11. The TICA provides that Plaintiffs agree to take all steps necessary to
28 convert the Property to condominiums and to share the expenses of the conversion to

1 condominiums equally with the other co-tenants. This clause commonly exists in San
2 Francisco TICAs because one of the main objectives of such agreements is to convert
3 to condominiums so the co-tenants can gain title to their respective properties. At the
4 time that the TICA was adopted, the rules governing condominium conversion did not
5 require lifetime leases and respected owners' rights under state and local law to obtain
6 possession of their property for purposes such as living in the condominium
7 themselves, as Plaintiffs intend to do when they retire.

8 12. When Plaintiffs bought their TIC interest, the City determined
9 condominium conversions via a lottery. From 2009 to 2015, the Plaintiffs and the other
10 owners of the Property entered into the lottery but were not selected for conversion.

11 13. On June 28, 2013, the San Francisco Board of Supervisors enacted
12 Ordinance 117-13 (the "Ordinance"), amending its Subdivision Code by adding Section
13 1396.4 to permit certain buildings, including the Property, to convert to
14 condominiums. The Ordinance stopped the lottery program in favor of new conversion
15 rules. The Board was fully aware that San Francisco TICAs typically have a provision
16 requiring participation in condominium conversion and designed the Ordinance to
17 take advantage of that provision.

18 14. The Ordinance (Section 1396.4(g)(1) and (3)) requires as a condition of a
19 condominium conversion, that a written offer to enter into a lifetime lease with non-
20 owning tenants, in the form prescribed by the San Francisco Department of Public
21 Works ("DPW"), be executed and recorded prior to the time of final map approval for
22 the condominium conversion.

23 15. The Ordinance (Section 1396.4(g)(3)) also requires, as a condition of a
24 condominium conversion, that an agreement between the City and the property
25 owner(s) regarding the requirements of Section 1396.4, be executed and recorded prior
26 to the time of final map approval for the condominium conversion.

27 16. However, the Ordinance (Section 1396.4(g)(3)(B)) does not require that a
28 binding lifetime lease agreement between the property owner(s) and non-owning

1 tenant be executed and recorded as a condition of the condominium conversion.
2 Instead, the Ordinance (Section 1396.4(c)(3)(B)) provides that a non-owning tenant
3 may accept a lifetime lease offer after the condominium conversion in which event a
4 binding lifetime lease must then be executed and recorded. The Ordinance (Section
5 1396.4(b)(11)) provides that if this requirement is violated after the condominium
6 conversion, the DPW “shall take such actions as are available and within its authority
7 to address the violation.”

8 17. The Ordinance (Uncodified, Section 7) further provides that if a lawsuit
9 is filed against the City challenging Section 1396.4(g), the condominium conversion
10 program allowed by Section 1396.4(g) will be suspended for properties with units
11 occupied by non-owning tenants.

12 18. The Ordinance does not include any provision that allows an applicant
13 to opt out of the lifetime lease requirement.

14 19. Given the cooperation clause in the TICA, Plaintiffs are subject to a
15 legally binding obligation to take all steps necessary to convert the Property to
16 condominiums or compensate their co-tenants for potentially significant damages.

17 20. Prior to conversion, Mr. Pakdel called the City to seek guidance and
18 concluded that there was no avenue to circumvent the lifetime lease requirement
19 other than to try to negotiate with his tenant.

20 21. Prior to conversion, Plaintiffs offered \$100,000 to their tenant to buy him
21 out of the lease. He refused. The tenant offered to purchase Plaintiffs’ Unit at
22 \$1.03 million, a substantial discount over the market price, but only after the
23 conversion and after the recordation of the lifetime lease. The Plaintiffs rejected their
24 tenants’ offer because the Plaintiffs were interested in selling their Unit to the tenant
25 either prior to conversion or post conversion with a relief from the lifetime lease.
26 Plaintiffs considered filing a pre-conversion lawsuit against the City challenging the
27 lifetime lease requirement, but knew that Section 7 of the Ordinance would suspend
28 the conversion program and result in Plaintiffs violating the terms of their TICA.

1 Plaintiffs consulted with the other owners of the Property, and no other owners were
2 willing to excuse Plaintiffs from the terms of the TICA.

3 22. Pursuant to the TICA, the Property owners applied to the DPW for a
4 condominium conversion pursuant to the Ordinance on March 13, 2015. The Property
5 owners submitted to the DPW an offer of lifetime lease documents relating to the Unit
6 to the DPW on November 3, 2016, and an agreement with the City on November 10,
7 2016, to provide a lifetime lease of the Unit (the “Agreement”) on or about
8 November 10, 2016. The submission of both of these documents was required as a
9 condition of the condominium conversion under the Ordinance.

10 23. The Agreement, contrary to California law, purported to waive Plaintiffs’
11 rights under the Ellis Act and the Costa-Hawkins Act as a condition of the
12 condominium conversion under the Ordinance.

13 24. The Agreement also purports to fall within an exception to the Ellis Act
14 and the Costa-Hawkins Act for certain programs promoting low-income housing. The
15 Ordinance’s lifetime lease provisions are not focused on providing low-income housing
16 and therefore do not fall within this exception.

17 25. Under the Fifth Amendment, specific performance of the Agreement and
18 the offer of a lifetime lease, cannot be enforced against Plaintiffs because they are not
19 just and reasonable as to Plaintiffs and because Plaintiffs have not received adequate
20 consideration.

21 26. The Agreement purports to provide consideration in the form of a \$4,000
22 rebate in the conversion application fee and reduction of financing costs. Plaintiffs
23 have no financing costs for the Unit and the \$4,000 is grossly inadequate given the
24 lost property value of more than \$500,000 that will be caused by the transfer of the
25 lifetime lease interest.

26 27. The condominium deeds for the Property, including the Unit were
27 recorded on March 25, 2017.

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1 28. The Plaintiffs' tenant in the Unit submitted an executed lifetime lease to
2 the Plaintiffs on or about May 5, 2017.

3 29. Under the Ordinance, the owners were required to offer lifetime leases
4 to two tenants who had previously lived in a different unit from the Plaintiffs' unit,
5 but who were not living at the Property during the conversion process. Both of those
6 other tenants declined the lifetime lease offer.

7 30. On June 9, 2017, and June 13, 2017, Plaintiffs requested that the City
8 not require them to execute and record the lifetime lease under the Ordinance, or in
9 the alternative to compensate them for transferring a lifetime lease interest in their
10 Property.

11 31. On June 12 and 13, 2017, the City stated that failure to execute the
12 lifetime lease would be a violation of the Ordinance (which would subject the Plaintiffs
13 to enforcement action) and that the City would not compensate Plaintiffs for
14 transferring a lifetime lease interest in their Property.

15 32. The City's decision to impose the lifetime lease requirement is final and
16 the Plaintiffs' challenge to the requirement's constitutionality under 43 U.S.C. § 1983
17 is ripe. *Pakdel v. City and County of San Francisco*, 141 S. Ct. 2226, 2231 (2001).

18 33. Plaintiffs have not executed and recorded a lifetime lease in connection
19 with the Unit, but still are required do so unless the lifetime lease requirement is
20 enjoined by this court.

21 **FIRST CAUSE OF ACTION**

22 **Taking of Private Property for a Private Purpose—**

23 **As Applied Claim Under 42 U.S.C. § 1983**

24 34. Plaintiffs hereby reallege each and every allegation contained in
25 paragraphs 1 through 33 as though fully set forth herein.

26 35. It is well established that, under the Public Use Clause of the Fifth
27 Amendment to the Constitution, local governments may not take private property for
28 a private purpose.

1 36. The Ordinance requires Plaintiffs to transfer a lifetime lease interest in
2 his Unit to a private person, namely, his tenant, when Plaintiffs' co-tenants in the
3 Property exercise their right to convert the Property to condominiums.

4 37. The Ordinance benefits private persons, not the general public. The
5 private benefit accruing to tenants from the Ordinance's lifetime lease provisions far
6 outweighs any conceivable incidental public benefit.

7 38. The lifetime lease from Plaintiffs to their tenant in this case is intended
8 to favor a particular private party with only incidental or pretextual public benefits
9 and therefore violates the Public Use Clause.

10 39. The Ordinance was intended to benefit private parties.

11 40. The Ordinance serves a private purpose and use and therefore violates
12 the Public Use Clause of the Takings Clause of the Fifth Amendment.

13 41. Plaintiffs have been harmed in the amount of the reduced market value
14 of the Unit unless Defendants are enjoined.

15 42. The City's failures are a substantial factor, in fact the only factor, in
16 causing Plaintiffs' harm.

17 43. The Public Use Clause violation arising from the Ordinance is occurring
18 under color of state law and violates 42 U.S.C. § 1983.

19 **SECOND CAUSE OF ACTION**

20 **Unconstitutional Physical Taking of Private Property—**

21 **As Applied Claim Under 42 U.S.C. § 1983**

22 44. Plaintiffs hereby reallege each and every allegation contained in
23 paragraphs 1 through 43 as though fully set forth herein.

24 45. Government action that physically appropriates private property or
25 invites third parties to permanently occupy or temporarily invade private property is
26 a *per se* violation of the Takings Clause of the Fifth Amendment, applicable to states
27 and counties under the Fourteenth Amendment. *Cedar Point Nursery v. Hassid*, 141
28 S. Ct. 2063, 2072 (2021).

1 46. The Ordinance functions as a straight-out governmental demand that
2 Plaintiffs give a lifetime lease to their tenant. It thus appropriates a life tenancy from
3 the Plaintiffs to their tenant and, forces Plaintiffs to submit to the physical occupation
4 of their Property, and forfeit their right to exclude others from their Property.

5 47. Therefore, to the extent the Ordinance serves a public purpose, it effects
6 an unconstitutional physical taking of Plaintiffs' property.

7 48. The Ordinance requirement that Plaintiffs enter into a lifetime lease
8 with their tenant, takes private property without providing a mechanism for just
9 compensation and therefore violates the Takings Clause.

10 49. Plaintiffs have been harmed in the amount of the reduced market value
11 of the Unit unless Defendants are enjoined.

12 50. The City's failures are a substantial factor, in fact the only factor, in
13 causing Plaintiffs' harm.

14 51. The violation of Plaintiffs' constitutional rights effected by the Ordinance
15 is occurring under color of state law and violates 42 U.S.C. § 1983.

16 **THIRD CAUSE OF ACTION**

17 **Unconstitutional Exaction/Condition and Taking of Private Property—**

18 **As Applied Claim Under 42 U.S.C. § 1983**

19 52. Plaintiffs hereby reallege each and every allegation contained in
20 paragraphs 1 through 51 as fully set forth herein.

21 53. The Ordinance obligates Plaintiffs to transfer a lifetime lease interest to
22 their tenant under the circumstances of the present case.

23 54. Real property is constitutionally protected property.

24 55. If the City had simply demanded that Plaintiffs hand over a lifetime
25 lease interest to their tenant, it would be liable for a *per se* unconstitutional physical
26 taking of property.

27 56. Under *Nollan v. California Coastal Commission* (*Nollan*), 483 U.S. 825
28 (1987), *Dolan v. City of Tigard* (*Dolan*), 512 U.S. 374 (1994), and *Koontz v. St. Johns*

1 *River Water Management District (Koontz)*, 570 U.S. 595 (2013), the government may
2 constitutionally exact property from property owners, such as Plaintiffs, as a condition
3 of allowing the property owners to exercise a property right only if:

4 a. The exaction directly mitigates a public impact directly arising from the
5 property owners' exercise of their property right;

6 b. The exaction is roughly proportionate in both nature and degree to the
7 public impact arising from the property owners' exercise of the property right.

8 57. The Ordinance provides for lifetime leases for existing tenants in certain
9 buildings converting to condominiums to protect the tenants from increased rents.
10 The differential between market rents and regulated rents arises from two variables,
11 neither of which is attributable to Plaintiffs.

12 58. The first variable, the market rent, is caused by entrenched market
13 forces and structural decisions made by the City long ago in the management of its
14 housing stock. The market effect of a potential withdrawal of Plaintiffs' Unit, or even
15 annual withdrawals from the rental market of units in the City because of
16 condominium conversions, is infinitesimally small. Such withdrawals do not cause
17 high market prices.

18 59. The regulated rent that Plaintiffs' tenant currently enjoys is a creature
19 of regulation that the City imposes on the property owner as rent control. It is the
20 City's rent control scheme that results in lower-than-market rates, not Plaintiffs'
21 actions.

22 60. As a result, the Ordinance does not share an essential nexus with and is
23 not roughly proportional to any impact of the condominium conversion in this case.

24 61. In requiring property owners such as Plaintiffs to offer a lifetime lease
25 to their tenant as a condition of them and their co-tenants exercising their state law
26 property right to convert the Property to condominiums, the Ordinance imposes an
27 unconstitutional condition and unconstitutionally exacts and takes private property.

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1 62. The lifetime lease requirement imposed by the Ordinance violates the
 2 constitutional principles articulated in *Nollan, Dolan*, and *Koontz*.

3 63. Plaintiffs have been harmed in the amount of the reduced market value
 4 of the Unit unless Defendants are enjoined.

5 64. The City's failures are a substantial factor, in fact the only factor, in
 6 causing Plaintiffs' harm.

7 65. The unconstitutional exaction arising from the Ordinance is occurring
 8 under color of state law and violates 42 U.S.C. § 1983.

9 **FOURTH CAUSE OF ACTION**

10 **Unconstitutional Taking Under *Penn Central*—As Applied**

11 **Claim Under 42 U.S.C. § 1983**

12 66. Plaintiffs hereby reallege each and every allegation contained in
 13 paragraphs 1 through 65 as though fully set forth herein.

14 67. If the Ordinance does not amount to a physical taking or an
 15 unconstitutional exaction/condition as applied to Plaintiffs, it causes a regulatory
 16 taking as applied to Plaintiffs.

17 68. The Ordinance's demand that Plaintiffs transfer a lifetime lease interest
 18 to their tenant has a severe economic impact on Plaintiffs.

19 69. The Ordinance interferes with the Plaintiffs' distinct expectations of
 20 using their Unit as their home, including their reasonable expectation that they would
 21 not be subject to a lifetime lease obligation not in effect when they purchased their
 22 Property. The Ordinance substantially lessens the market value of Plaintiffs' Unit.

23 70. The Ordinance requires Plaintiffs to submit to the physical occupation of
 24 their property, and has the character of a taking as applied to Plaintiffs.

25 71. The Ordinance causes a taking of Plaintiffs' property under *Penn Central*
 26 *Transportation Co. v. New York City*, 438 U.S. 104, 124 (1978).

27 72. Plaintiffs have been harmed in the amount of the reduced market value
 28 of the Unit unless Defendants are enjoined.

1 73. The City’s failures are a substantial factor, in fact the only factor, in
2 causing Plaintiffs’ harm.

3 74. The unconstitutional taking of Plaintiffs’ property arising from the
4 Ordinance is occurring under color of state law and violates 42 U.S.C. § 1983.

5 **FIFTH CAUSE OF ACTION**

6 **Unreasonable Seizure in Violation of the Fourth Amendment—**

7 **As Applied Claim Under 42 U.S.C. § 1983**

8 75. Plaintiffs hereby reallege each and every allegation contained in
9 paragraphs 1 through 74 as though fully set forth herein.

10 76. The Fourth Amendment applies in the civil context.

11 77. Real property is protected from unreasonable seizure by the Fourth
12 Amendment.

13 78. The Ordinance meaningfully interferes with Plaintiffs’ possessory
14 interests in their real property.

15 79. The City’s enforcement of the Ordinance’s lifetime lease provisions
16 unreasonably seizes Plaintiffs’ property.

17 80. Plaintiffs have been harmed in the amount of the reduced market value
18 of the Unit unless Defendants are enjoined.

19 81. The City’s failures are a substantial factor, in fact the only factor, in
20 causing Plaintiffs’ harm.

21 82. The unreasonable seizure arising from the Ordinance is occurring under
22 color of state law and violates 42 U.S.C. § 1983.

23 **Declaratory Relief Allegations**

24 83. Plaintiffs hereby reallege each and every allegation contained in
25 paragraphs 1 through 82 as though fully set forth herein.

26 84. Under the Fourth, Fifth, and Fourteenth Amendments to the United
27 States Constitution, Plaintiffs have a federal right to be free from a taking of their
28 private property for a private purpose, and from laws that take or seize property for a

1 public purpose, but on an unreasonable ground and without any mechanism for
2 compensation.

3 85. Defendants have enacted, and are charged with enforcing, an Ordinance
4 that retroactively and immediately takes private property for a private purpose and
5 without a rational or a reasonable basis. To the extent the Ordinance serves a public
6 purpose, it takes private property without providing a mechanism for compensation.

7 86. There is a justiciable controversy in this case as to whether the
8 Ordinance violates the Fourth, Fifth, and Fourteenth Amendments, and whether
9 specific performance of the Agreement and the offer of lifetime lease may be enforced
10 against Plaintiffs.

11 87. A declaratory judgment as to whether the Ordinance unconstitutionally
12 takes property, seizes property, deprives Plaintiffs of their property, and whether
13 specific performance of the Agreement and the offer of a lifetime lease may be enforced
14 against Plaintiffs, will clarify the legal relations between Plaintiffs and Defendants,
15 with respect to enforcement of the Ordinance.

16 88. A declaratory judgment as to the constitutionality and legality of the
17 Ordinance will give the parties relief from the uncertainty and insecurity giving rise
18 to this controversy.

19 **Injunctive Relief Allegations**

20 89. Plaintiffs hereby reallege each and every allegation contained in
21 paragraphs 1 through 88 as though fully set forth herein.

22 90. Plaintiffs have no adequate remedy at law to address the unlawful and
23 unconstitutional taking and deprivation of their Property effected by the Ordinance
24 and under color of state law.

25 91. There is a substantial likelihood that Plaintiffs will succeed on the merits
26 of their claims that the Ordinance unconstitutionally takes private property and
27 unconstitutionally deprives Plaintiffs of their Property.

28 ///

1 5. A declaratory judgment that the Ordinance’s lifetime lease requirement
2 violates the Fourth Amendment as applied to Plaintiffs and is therefore invalid and
3 unenforceable against Plaintiffs;

4 6. A declaratory judgment that specific performance of the Agreement and
5 the lifetime lease requirement is not enforceable against Plaintiffs;

6 7. A preliminary and permanent injunction preventing Defendants from
7 enforcing or taking further action to enforce the Ordinance’s lifetime lease
8 requirement as applied to Plaintiffs;

9 8. For an immediate stay of enforcement of the lifetime lease provisions of
10 the Ordinance;

11 9. For reasonable attorney’s fees and expert fees for bringing and
12 maintaining this action, including under 42 U.S.C. § 1988;

13 10. For costs of suit and attorney’s fees pursuant to the California Code of
14 Civil Procedure § 1021.5 and California Government Code § 800; and

15 11. For such other and further relief that the court deems just and proper
16 under the circumstances of this case.

17 DATED: January 5, 2022.

18 Respectfully submitted,

19 JEFFREY W. McCOY
20 ROBERT H. THOMAS
21 JAMES S. BURLING
22 ERIN E. WILCOX
 PAUL F. UTRECHT
 THOMAS W. CONNORS

23 By /s/ Jeffrey W. McCoy
24 JEFFREY W. McCOY

25 *Attorneys for Plaintiffs Peyman Pakdel
26 and Sima Chegini*
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Certificate of Service

I hereby certify that on January 5, 2022, I electronically filed the foregoing with the Clerk of the Court for the United States District Court for the Northern District of California by using the appellate CM/ECF system.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

By /s/ Jeffrey W. McCoy
JEFFREY W. McCOY

Kiren Mathews

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California Northern District

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Case Number: [3:17-cv-03638-RS](#)

Filer: Peyman Pakdel
Sima Chegini

WARNING: CASE CLOSED on 11/20/2017

Document Number: [49](#)

Docket Text:

AMENDED COMPLAINT for Violation of Federal Civil Rights Under 42 U.S.C. § 1983 and California State Law against City and County of San Francisco, San Francisco Board of Supervisors, San Francisco Department of Public Works. Filed by Peyman Pakdel, Sima Chegini. (McCoy, Jeffrey) (Filed on 1/5/2022)

3:17-cv-03638-RS Notice has been electronically mailed to:

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