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18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 FOR THE COUNTY OF SAN FRANCISCO  
20 UNLIMITED JURISDICTION

21 Raymundo Caldera, Michael Gosbee, and  
22 Mark Steinbrink.

23 Plaintiffs,

24 v.

25 Structure Properties, Inc., 1086 Post, LLC, a  
26 Limited Liability Company, and DOES 1-10  
27 inclusive,

28 Defendants.

Case No.

COMPLAINT FOR INJUNCTIVE RELIEF  
AND DAMAGES

1 Plaintiffs, Raymundo Caldera, Michael Gosbe, and Mark Steinbrink allege:  
2

### 3 INTRODUCTION 4

- 5 1. Plaintiffs, Raymundo Caldera, Michael Gosbee, and Mark Steinbrink are long-term tenants,  
6 who live at 1086 Post Street, San Francisco CA, 94109 (“The Property”). Plaintiffs are older  
7 adults who have disabilities that limit their mobility. Plaintiffs have lived at the Property for  
8 at least 20 years and plan to spend the rest of their lives there.
- 9 2. Plaintiffs, and each of them, initially came to occupy their respective units pursuant to a  
10 written lease agreement with Defendants’ predecessors. Plaintiffs are now monthly tenants.  
11 Plaintiffs’ rentals included the use of a working elevator and the use of functioning garbage  
12 chutes.
- 13 3. For more than a hundred years, 1086 Post Street had a functioning elevator that tenants  
14 regularly used. When the elevator malfunctioned, it was fixed. In 2022, this changed.
- 15 4. Around March 2022, the elevator malfunctioned and required repairs. On June 10, 2022,  
16 Structure Properties began managing the building. Structure Properties and the building  
17 owner 1086 Post St, LLC (“Defendants”) failed and refused to fix the elevator and instead  
18 decommissioned it on May 28, 2025.
- 19 5. The disabled Plaintiffs have since been forced to walk up and down flights of stairs.  
20 Defendants have failed and refused to offer or provide Plaintiffs with any accommodations  
21 to account for the decommissioned elevator.
- 22 6. On October 11, 2024, Structure Properties closed the garbage chutes that were on each floor  
23 of the building. The garbage chutes enabled tenants to easily dispose of their trash without  
24 the need to use the stairs.
- 25 7. The closure of the chutes has forced Plaintiffs to use the stairs more frequently. Defendants  
26 have failed and refused to offer or provide Plaintiffs with any accommodations to account  
27 for the closed garbage chutes.
- 28 8. As a result of Defendants’ actions and inactions, Plaintiffs have experienced, and continue

1 to experience, great pain, bodily injury, and emotional distress. Plaintiffs have fallen on the  
2 stairs or are in extreme fear that they will. Years of using the stairs have also taken a toll on  
3 their bodies, worsening their health and physical condition.

4 9. Without a functioning elevator, Plaintiffs fear they cannot stay in their homes and will be  
5 displaced. The building is rent-controlled, and Plaintiffs cannot easily find affordable,  
6 alternative, housing.

7 10. Plaintiffs have repeatedly asked Structure Properties to make changes that would take  
8 account of their disabilities and allow them equal opportunity to use and enjoy their homes,  
9 but Defendants have ignored their requests. Plaintiffs have explained the pain and injury  
10 they have experienced, yet Defendants have done nothing.

11 11. Defendants have violated Plaintiffs' rights under the Fair Employment and Housing Act by  
12 discriminating against them as people with disabilities and have further failed to adhere to  
13 their obligations to Plaintiffs, as housing providers.

14 12. Through this lawsuit Plaintiffs seek declaratory and injunctive relief, actual and punitive  
15 damages, reasonable attorney's fees, and costs of litigation.

## 16 **PARTIES**

17  
18  
19 13. Plaintiff, Raymundo Caldera, is 67 years old and has physical conditions, including asthma,  
20 multilevel lumbar degenerative disc disease and facet arthropathy. As a result, he  
21 experiences back spasms and walks with a cane. For the past 20 years, and at all times  
22 relevant to this complaint, he has lived at 1086 Post Street, apartment 306, San Francisco,  
23 California 94109.

24 14. Plaintiff, Michael Gosbee, is 71 years old, and has physical conditions, including arthritis,  
25 as well as physical pain in his knees and Achilles tendon which limit his mobility. For  
26 more than 30 years, and at all times relevant to this complaint, he has lived at 1086 Post  
27 Street, apartment 415, San Francisco, California 94109.

28 15. Plaintiff, Mark Steinbrink, is 77 years and has physical conditions, including severe

1 osteoarthritis. The osteoarthritis makes it difficult for him to walk and limits his mobility.  
2 He also has Dupuytren's Contracture of the hands, which makes it difficult to grip items.  
3 For more than 30 years, and at all times relevant to this complaint, he has lived at 1086 Post  
4 Street, apartment 211, San Francisco, California 94109.

5 16. Defendant Structure Properties is now, and at all times herein mentioned was, a corporation  
6 organized and existing under the laws of the State of California, with its principal place of  
7 business located at 100 Green Street, San Francisco, CA 94111. At all times relevant  
8 herein, Defendant Structure Properties managed The Property on behalf of its owners.

9 17. Defendant 1086 Post LLC is now, and at all times herein mentioned was, a limited liability  
10 company organized and existing under the laws of the State of California, with its principal  
11 place of business located in San Francisco, California. At all times relevant herein,  
12 Defendant 1086 Post, LLC was an owner of the property at San Francisco Assessors Block  
13 0692, Lot 012 commonly known as 1086 Post Street, San Francisco, California.

14 18. Plaintiffs do not know the true names and capacities of Defendants Does 1-10 and therefore  
15 sue said defendants by such fictitious names. Plaintiffs will amend this complaint when  
16 their true names and capacities have been ascertained.

17 19. Plaintiff is informed and believes, and on that basis alleges that each of the Defendants is  
18 the agent, ostensible agent, alter ego, master, servant, trustor, trustee, employer, employee,  
19 representative, franchiser, franchisee, lessor, lessee, joint venturer, parent, subsidiary,  
20 affiliate, related entity, partner, and/or associate, or such similar capacity, of each of the  
21 other Defendants, and was at all times acting and performing, or failing to act or perform,  
22 within the course and scope of such similar aforementioned capacities, and with the  
23 authorization, consent, permission or ratification of each of the other Defendants, and is  
24 personally responsible in some manner for the acts and omissions of the other Defendants  
25 in proximately causing the violations and damages complained of herein, and have  
26 participated, directed, and have ostensibly and/or directly approved or ratified each of the  
27 acts or omissions of each of the other Defendants, as herein described.  
28

1 **JURISDICTION AND VENUE**

2  
3 20. Pursuant to Code of Civil Procedure section 410.10, this action lies within the general  
4 jurisdiction of this Court, because the causes of action arise under California law and  
5 Defendants’ principal place of business is in San Francisco County, California.

6 21. This action meets the jurisdictional requirements for an unlimited civil case in that  
7 Plaintiffs seek permanent injunctive and declaratory relief as well as damages in excess of  
8 the minimum jurisdictional limits of this court.

9 22. San Francisco County is a proper venue for this action under Code of Civil Procedure  
10 section 395 because the real property at issue, as well as events or omissions that are the  
11 subject of the Complaint, are within San Francisco County.

12 **FACTUAL ALLEGATIONS**

13  
14  
15 23. Raymundo Caldera, Michael Gosbee, and Mark Steinbrink (collectively “the Plaintiffs”) are  
16 tenants living at 1086 Post Street, San Francisco, CA 94109.

17 24. The Property is subject to the provisions of the Chapter 37 of the San Francisco  
18 Administrative Code. (San Francisco Rent Ordinance.) Under the Ordinance, defendants’  
19 ability to increase Plaintiffs’ rent is limited, once a unit is vacated, the landlord may charge  
20 market rent for the unit. Furthermore, the landlord’s ability to evict is limited to certain  
21 “just causes” for eviction.

22 25. Because Plaintiffs’ rents were substantially below market, Defendants had a strong  
23 financial incentive to cause each of the Plaintiffs to vacate their respective units.  
24 Defendants were aware that they would reap a substantial financial reward should plaintiff  
25 vacate the premises, and committed the acts as heretofore alleged to that end.

26 26. The Property, built in 1917, is owned by the Defendant, 1086 Post St LLC. It has four  
27 floors and approximately fifty-five units. Defendant, Structure Properties, began managing  
28 the Property on or around June 10, 2022.

1 27. Upon information and belief, Structure Properties employs a resident manager named Lex  
2 Ecker who lives at the Property. Plaintiffs have interacted with Ms. Ecker in person.

3 28. The Property often has habitability violations, including vermin infestations and a  
4 malfunctioning callbox which has previously prevented the Postal Service from accessing  
5 the building.

6 29. When Plaintiffs first moved into the Property, the elevator functioned properly, and the  
7 garbage chutes were available to tenants. Whenever the elevator malfunctioned, it was  
8 repaired. Plaintiffs regularly used the elevator and garbage chutes.

9 30. Around March 2022, the elevator stopped functioning. Although the elevator was always  
10 fixed in the past, Defendants failed and refused to fix the elevator.

11 31. Since Structure Properties began managing the Property, conditions have deteriorated. The  
12 building is not regularly maintained or cleaned, and Structure Properties is less responsive  
13 than the prior management company.

14 32. On August 17, 2023, San Francisco's Department of Building Inspection (DBI) issued a  
15 Notice of Violation which required repair of the elevator within five days. The Notice of  
16 Violation cited the follow provisions of the San Francsico Municipal Code:

17 (a) San Francisco Municipal Code section 1001(a): "Any residential building or portion  
18 thereof...in which there exists any of the conditions enumerated in this chapter to an  
19 extent that endangers the life, limb, health, property, safety or welfare of the public or  
20 the occupants thereof shall be deemed and hereby is declared to be a substandard  
21 building."

22 (b) San Francisco Municipal Code section 713(b): "Buildings that have an existing  
23 elevator, regardless of the height of the building, shall maintain at least one operable  
24 elevator for residential occupants' use."

25 (c) San Francisco Municipal Code section 1001(d): "Any nuisance as defined in this  
26 code. See Section 401."

27 (d) San Francisco Municipal Code section 401 (definition of Nuisance subsection 2):  
28

1 “Any attractive nuisance which may prove detrimental to children, whether in a  
2 building or on the premises of a building. This includes open wells, abandoned  
3 basements, or excavations; abandoned iceboxes, refrigerators and motor vehicles, or  
4 any structurally unsound fences or structures, or lumber, trash, fences, debris, or  
5 vegetation which may prove a hazard for inquisitive minors.”

6  
7 33. A hearing on the Notice of Violation occurred on May 9, 2024. Defendants did not appear  
8 at the hearing. Subsequently, an Order of Abatement was issued on May 9, 2024, finding  
9 that the conditions in the Notice of Violation were accurate and that the conditions  
10 “constituted an unsafe building or a public nuisance pursuant to section 102A of the San  
11 Francisco Building Code and section 1001(d) of the San Francisco Housing Code.” The  
12 Notice of Abatement provided seven days to fix the elevator.

13 34. Defendants refused, and continue to refuse, to comply with the Order of Abatement.  
14 Instead, Defendants chose to decommission the elevator on May 28, 2025, notwithstanding  
15 its obligation to comply with the Order of Abatement and San Francisco Housing Code  
16 section 713(b).

17 35. Defendants did not provide any notice to Plaintiffs before decommissioning the elevator or  
18 provide any accommodations to account for the impact of losing the elevator.

19 36. The elevator is now completely inoperable, with its doors boarded up. However, the Notice  
20 of Abatement is still an active and valid notice, requiring Defendants to fix the elevator.  
21 Defendants have a continuing obligation to make the elevator operable.

22 37. Plaintiffs now must walk up and down the stairs to reach their apartments, which has taken  
23 a toll on their physical health. Plaintiffs have either fallen on the stairs or injured  
24 themselves on the stairs. Repeated use of the stairs has also exacerbated physical ailments.

25 38. Each floor of the Property has a garbage chute that previously enabled tenants to dispose of  
26 garbage on their floor. On October 11, 2024, Structure Properties sealed the garbage chutes  
27 throughout the Property. In addition to the garbage chute, tenants were able to place  
28 recycling in a first-floor room. Occasionally, tenants also placed trash in this room. The

1 resident manager would then remove the recycling and trash in the first-floor room for the  
2 city to pick up. This room is also now closed to tenants. Defendants have a continuing  
3 obligation to make the garbage chute operable.

4 39. Since Structure Properties sealed the chutes and closed the recycling room, Plaintiffs must  
5 carry their garbage and recycling to the bins in the garage. This requires them to walk down  
6 multiple stairways. They must walk down to the first floor, then walk down additional steps  
7 to the basement, where they must walk through several empty rooms with exposed pipes,  
8 unfinished floors, and low ceilings, until they reach the garage. Once they get to the garage,  
9 the garbage bins are on the opposite side of the garage. This requires Plaintiffs to climb up  
10 and down the stairs and travel a greater distance than previously necessary to dispose of  
11 trash and recycling.

12 40. As described below, Plaintiffs have complained about the elevator and garbage chutes and  
13 made reasonable accommodation requests related to these building elements. In response,  
14 Defendants have failed to resolve or remediate the problems, to offer or provide any  
15 reasonable accommodations, or to engage in an interactive process to find a solution.

16 41. As also described below, the loss of the elevator and garbage chutes has caused bodily  
17 injury to Plaintiffs and has diminished their right and ability to use and enjoy their homes.

### 18 **Experiences of Raymundo Caldera**

19  
20 42. Raymundo Caldera is 67 years old and has disabilities, including asthma, multilevel lumbar  
21 degenerative disc disease, and facet arthropathy. As a result, he experiences back spasms  
22 and he walks with a cane. He also has anxiety and experiences panic attacks. He has lived  
23 in apartment 306 on the third floor for more than 20 years.

24 43. Mr. Caldera would like to spend the rest of his life in the apartment and chose to live at the  
25 Property because the elevator would enable him to reach his apartment even as he ages and  
26 can no longer use the steps. When the elevator was operational, he used it regularly. This  
27 prevented and relieved pain associated with using the stairs and made it easy to go to and  
28 from his apartment.

1 44. Mr. Caldera also regularly used the garbage chute when it was open. This eliminated the  
2 need to use the stairs and carry a heavy garbage bag to the garbage bins. This made it easier  
3 for him to dispose of trash without exacerbating his disabilities and causing pain.

4 45. Since the elevator stopped working, Mr. Caldera has fallen on the stairs at least fourteen  
5 times, causing injury, pain, embarrassment, frustration, and emotional distress. On one  
6 occasion, he injured his knee and ankle and had to go to urgent care. Every time he is  
7 forced to use the stairs, Mr. Caldera is afraid that he will fall again. He is particularly scared  
8 and anxious about breaking his hip. He now spends more time inside his apartment because  
9 he is afraid of using the stairs; this has resulted in an increase in panic attacks and anxiety.

10 46. Since Defendants sealed the garbage chutes, Mr. Caldera has been forced to use the stairs  
11 more frequently to dispose of trash. It is stressful and physically difficult for him to carry a  
12 heavy garbage bag down the stairs. Mr. Caldera is fearful that he will fall on the steps while  
13 taking out the garbage.

14 47. At all relevant times, Defendants have known or should have known that Mr. Caldera has a  
15 disability, as he walks with a cane and has interacted with Ms. Ecker in person.

16 48. Since around April of 2023, Mr. Caldera has repeatedly made complaints and requested  
17 reasonable accommodations from Structure Properties. He told Structure Properties that he  
18 fell on the stairs at least fourteen times.

19 49. Each time he pays the rent, he asks Structure Properties to repair the elevator. For example,  
20 when Mr. Caldera paid the rent for March 2026, he asked Structure Properties to fix the  
21 elevator and told them he fell fourteen times on the stairs. Structure Properties did not  
22 respond to this communication.

23 50. Mr. Caldera has also made complaints about the garbage chute. He spoke directly to Ms.  
24 Ecker about the garbage chutes, but she expressed no concern and did not offer any help.

25 51. Mr. Caldera also filed complaints with DBI about the elevator. On July 30, 2025, he filed a  
26 complaint with the San Francisco Rent Board about the elevator, which he then amended on  
27 October 16, 2025, to include the garbage chute, among other issues. On May 20, 2025, the  
28

1 Rent Board issued a decision in Mr. Caldera’s favor as it related to the loss of the elevator  
2 and garbage chute.

3 52. On May 8, 2025, Mr. Caldera emailed Ms. Ecker to request a reasonable accommodation  
4 for his physical disabilities, specifically to access the garbage chute and receive help  
5 carrying items up and down the stairs. As part of the request, he suggested a cargo lift for  
6 the stairs. As of the filing of this Complaint, Mr. Caldera has not received a response.

7 53. Defendants have failed in their obligations to maintain the Property, causing injury to Mr.  
8 Caldera. Defendants have failed to resolve or remediate the problems, to provide any  
9 reasonable accommodations, or to engage in any interactive process to find a solution.  
10 Instead, Defendants have ignored Mr. Caldera’ legitimate fears and concerns, even after he  
11 told them that he fell fourteen times on the stairs. As a result, Mr. Caldera has been harmed,  
12 and he cannot use and enjoy his home.

13 **Experiences of Michael Gosbee**

14  
15 54. Michael Gosbee is 71 years old; his disabilities include arthritis in his left thumb, neck, and  
16 shoulders. He also has physical disabilities in his Achilles tendon and calves that make it  
17 difficult for him to go up and down the stairs. He has lived at the Property for more than 30  
18 years, in apartment 415, on the fourth floor.

19 55. Mr. Gosbee would like to spend the rest of his life in the apartment and chose to live at the  
20 Property because the elevator would enable him to reach his apartment even as he ages and  
21 can no longer use the steps. When the elevator was operational, Mr. Gosbee used it  
22 regularly. This prevented and relieved pain associated with using the stairs and made going  
23 to and from his apartment easy.

24 56. Mr. Gosbee also regularly used the garbage chute when it was open. This eliminated the  
25 need to use the stairs and carry heavy garbage bags to the trash room. This made it easier  
26 for him to dispose of trash without exacerbating his disabilities and causing pain.

1 57. Since the elevator stopped working, Mr. Gosbee has been forced to walk up and down the  
2 steps which causes him pain and distress. Sometimes he gets cramps in his leg in the middle  
3 of the night from repeated use of the steps.

4 58. Since Defendants sealed the garbage chute, Mr. Gosbee has been forced to use the stairs  
5 more frequently to dispose of trash. This is stressful and physically difficult and exacerbates  
6 Mr. Gosbee's disabilities.

7 59. At all relevant times, Defendants have known that Mr. Gosbee had a disability. Ms. Gosbee  
8 described his disability through the online portal.

9 60. Mr. Gosbee has made several complaints on the online maintenance request portal about the  
10 elevator and garbage chutes. However, Structure Properties has repeatedly canceled the  
11 request without explanation or any response.

12 61. On November 14, 2024, Mr. Gosbee made a complaint through the online portal about the  
13 garbage chutes. Structure properties marked the complaint "completed" without any  
14 communication with Mr. Gosbee.

15 62. On March 21, 2025, Mr. Gosbee sent a reasonable accommodation request to Structure  
16 Properties through their online portal for maintenance requests. He explained that he is 70  
17 years old, using the stairs is difficult for him, and he is afraid of falling. He asked what  
18 accommodations Structure Properties would put in place without the elevator. On the same  
19 day, Structure properties marked the complaint "completed" without any response.  
20 Structure Properties did not engage in the interactive process with Mr. Gosbee, respond to  
21 his request, or offer any reasonable accommodations.

22 63. On April 20, 2026, Mr. Gosbee, emailed Ms. Ecker asking for a reasonable accommodation  
23 for his disabilities, specifically he requested to use the garbage chutes, for assistance  
24 bringing items up and down the stairs, and for a first-floor apartment at a building managed  
25 by Structure Properties. At the time of filing this complaint, Ms. Ecker has not responded to  
26 Mr. Gosbee.

27 64. Defendants have failed in their obligations to maintain the Property, causing injury to Mr.  
28 Gosbee. Defendants have failed to resolve or remediate the problems, to provide any

1 reasonable accommodations, or to engage in any interactive process to find a solution.  
2 Instead, Defendants have ignored Mr. Gosbee's legitimate fears and concerns, cancelling  
3 complaints he made through the online portal. As a result, Mr. Gosbee has been harmed,  
4 and he cannot enjoy his right to use and enjoy his home.

5 **Experiences of Mark Steinbrink**

6  
7 65. Mark Steinbrink is 77 years and has disabilities, including arthritis and severe osteoarthritis  
8 that make it difficult for him to walk. He also has Dupuytren's Contracture of the hands,  
9 which makes it difficult to grip items. He has lived at the Property on the second floor, in  
10 apartment 211, for more than 30 years.

11 66. Mr. Steinbrink would like to spend the rest of his life in the apartment and chose to live at  
12 the Property because the elevator would enable him to reach his apartment even as he ages  
13 and can no longer use the steps. When the elevator was operational, he used it regularly.  
14 This prevented and relieved pain associated with using the stairs and made it easy to go to  
15 and from his apartment.

16 67. Mr. Steinbrink also regularly used the garbage chute when it was open. This eliminated the  
17 need to use the stairs and carry heavy garbage bags to the trash room. This is particularly  
18 important for Mr. Steinbrink, as gripping bags and carrying items is very difficult with his  
19 contracted hands. The garbage chute made it easier for him to dispose of trash without  
20 exacerbating his disabilities and causing pain.

21 68. Mr. Steinbrink has been forced to walk up and down the stairs, which causes pain in his  
22 hips, knees, and back. As a result of his contracted hands, he struggles to grip the railing of  
23 the stairs. Carrying groceries and other items to his apartment is also particularly difficult.  
24 In late 2024, his knee gave out while he was on the stairs and he almost fell. Mr. Steinbrink  
25 has experienced and continues to experience a lot of distress and fear when using the steps.

26 69. When the elevator stopped working, Mr. Steinbrink began experiencing bodily pain that has  
27 grown worse over time. His physical condition has deteriorated, and he fears that as he  
28 ages, he will be unable to leave his apartment. In October of 2024, his doctor diagnosed

1 him with severe osteoarthritis in both hips and knees. Regular use of the stairs contributed  
2 to his condition and in November of 2024, Mr. Steinbrink had hip replacement surgery.

3 70. His physical therapist would not approve of his recuperation at his home because of the  
4 number of steps he would have to take to get to his apartment. As a result, he had to  
5 recuperate at a different location for more than six weeks.

6 71. At all relevant times, Defendants have known that Mr. Steinbrink has a disability, as he is  
7 visibly disabled and he has repeatedly disclosed his disabilities.

8 72. Shortly after the elevator stopped working, Mr. Steinbrink began submitting complaints and  
9 reasonable accommodation requests to Structure Properties. On August 10, 2023, Mr.  
10 Steinbrink submitted a complaint on the online portal, complaining about Structure  
11 Properties' refusal to fix the elevator. In this complaint, he stated that using the stairs was  
12 causing injury to his knees and back and that he is a 74-year-old cancer survivor. He stated  
13 that the elevator outage was negatively affecting his health and daily quality of life. He  
14 requested information on repairs and compensation for the outage.

15 73. On September 15, 2023, Structure Properties canceled the request on the online portal  
16 without any response.

17 74. On September 25, 2023, Mr. Steinbrink submitted another complaint about the elevator  
18 outage on the online portal. In the complaint, he again stated that he is 74 years old, a  
19 cancer survivor, and was struggling to carry groceries on the steps. He asked Structure  
20 Properties to respond with a solution.

21 75. On October 23, 2023, Structure Properties cancelled this request without any response.

22 76. Shortly after Structure Properties sealed the garbage chute, Mr. Steinbrink complained  
23 directly to Ms. Ecker. He stated that Structure Properties' refusal to fix the elevator and  
24 closure of the garbage chutes caused him physical distress and exacerbated his disabilities.  
25 He expressed fear for his safety, as he was scared that he would fall down the stairs.

26 77. Ms. Ecker directed Mr. Steinbrink to speak to Ty Harris, the Property Manager. Mr. Harris  
27 showed little concern for Mr. Steinbrink's disabilities or distress and simply stated that the  
28 elevator would not be fixed because it was too expensive. Mr. Steinbrink needed some kind

1 of relief, particularly given his painfully cramped hands and his struggle to carry items. He  
2 asked Mr. Harris if he could leave his garbage in the first-floor trash room, where residents  
3 used to place their recycling, and occasionally trash. Mr. Harris refused to allow this  
4 accommodation and told Mr. Steinbrink that he would issue a monetary fine against him if  
5 he left the garbage in the first-floor recycling room. Mr. Harris did not offer a reasonable  
6 accommodation, attempt to engage in the interactive process, or try to address Mr.  
7 Steinbrink's disabilities in another way. As a result, Mr. Steinbrink must walk down  
8 additional steps to the basement, and through the garage to dispose of the trash in the  
9 garbage bins.

10 78. On November 6, 2024, Mr. Steinbrink filed a complaint through the online maintenance  
11 portal, requesting Structure Properties remedy the closed garbage chutes. In his complaint  
12 he explained that he has difficulty throwing away garbage because of his arthritis and  
13 experiences severe pain when he carries garbage down the stairs. Structure Properties  
14 marked the complaint completed without responding.

15 79. On March 31, 2025, Mr. Steinbrink filed a complaint through the online maintenance  
16 portal, asking Structure Properties to fix the elevator and explained how using the stairs  
17 caused extreme pain to his knees and hips that required medical attention, including steroid  
18 injections in his knee.

19 80. On April 17, 2026, Mr. Steinbrink submitted another reasonable accommodation request for  
20 his disabilities on the portal, requesting access to the garbage chute, assistance bringing  
21 items up and down the stairs, and a chair lift. On April 20, 2026, Property Manager, Ty  
22 Harris, responded to the request. He told Mr. Steinbrink that the San Francisco Department  
23 of Public Health directed Defendants to close the garbage chutes and stated that, as a result,  
24 they could not grant his request to open the garbage chutes. Upon information and belief,  
25 the San Francisco Department of Public Health issued no such directive and Mr. Harris's  
26 statement was not true. Mr. Harris declined to grant Mr. Steinbrink's other requests and  
27 stated that the chairlift would be at Mr. Steinbrink's expenses. On May 9, 2026, Mr.  
28 Steinbrink responded by emailing Structure Properties to ask, among other things, whether

1 he could leave trash in the former recycling room instead, as an accommodation. He also  
2 responded to cost issues related to the request for a chair lift. As of the date of this  
3 complaint, he has not received a response from Mr. Harris or Structure Properties.

4 81. In July of 2023, Mr. Steinbrink filed a complaint with DBI about the elevator. He also filed  
5 a petition with San Francisco Rent Board on October 14, 2024, and received a decision in  
6 his favor on November 14, 2025. In January 2025, Mr. Steinbrink filed a complaint with the  
7 California Civil Rights Department for disability discrimination. However, Defendants  
8 never responded to the Civil Rights Department complaint.

9 82. Defendants have failed in their obligations to maintain the Property, causing injury to Mr.  
10 Steinbrink. Defendants have failed to resolve or remediate the problems, to provide any  
11 reasonable accommodations, or to engage in any interactive process to find a solution.  
12 Instead, Defendants have ignored Mr. Steinbrink's legitimate fears and concerns, cancelled  
13 his online complaints, and threatened to fine him. As a result, Mr. Steinbrink has been  
14 harmed, and he cannot use and enjoy his home.

15 **Plaintiff's Injuries**

16  
17 83. As a direct and proximate result of Defendants' actions and inactions as alleged in this  
18 complaint, Plaintiffs, and each of them, have suffered bodily injury, severe physical, mental  
19 and emotional distress, all in an amount to be proven.

20 84. As a direct and proximate result of Defendants' actions and inactions as alleged in this  
21 complaint, Plaintiffs, and each of them, have suffered special damages, including out-of-  
22 pocket costs, all in an amount to be proven.

23 85. As a direct and proximate result of Defendants' actions and inactions as alleged in this  
24 complaint, Plaintiffs, and each of them, have suffered loss of rental value to their dwellings  
25 all in an amount to be proven.  
26  
27  
28

1 **CAUSES OF ACTION**

2 **First Cause of Action**

3 **Failure to Provide Reasonable Modification and Reasonable Accommodations**  
4 **and Failure to Engage in an Interactive Process**

5 **(Gov. Code, §§ 12927, subd. (c)(1), 12955; Cal. Code Regs., tit. 2, § 12177)**

6 **All Plaintiffs v. All Defendants**

7  
8 86. Plaintiffs hereby re-allege and incorporate by reference all the allegations contained in the  
9 preceding paragraphs.

10 87. The California Fair Employment and Housing Act (FEHA), (Gov. Code, § 12955 et seq.)  
11 prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-  
12 related transactions, based on protected characteristics, including disability.

13 88. Disability discrimination “includes the refusal to permit, at the expense of the disabled  
14 person, reasonable modifications of existing premises occupied...by [a] disabled person, if  
15 the modifications may be necessary to afford the disabled person full enjoyment of the  
16 premises...and includes [the] refusal to make reasonable accommodations in rules, policies,  
17 practices, or services when these accommodations may be necessary to afford a disabled  
18 person equal opportunity to use and enjoy a dwelling.” (Gov. Code, § 12927, subd. (c)(1);  
19 *accord* Cal. Code Regs., tit. 2, § 12176.)

20 89. Plaintiffs at all times relevant herein lived at 1086 Post Street and are individuals with a  
21 disability as that term is defined by the California law. (Gov. Code, § 12926.1.)

22 90. Defendants are, and at all times relevant herein were, “owners” of “housing  
23 accommodations” within the meaning of the FEHA. (Gov. Code, § 12927, subds. (d), (e).)  
24 Each of the Defendants is also a “person” as defined under FEHA. (Gov. Code, § 12927(f).)

25 91. At all times relevant herein, Defendants knew or should have known that Plaintiffs were  
26 people with disabilities and understood the functional consequences of Plaintiffs’  
27 disabilities.  
28

1 92. Plaintiffs have requested and continue to need reasonable accommodations and  
2 modifications for their disabilities, including repairing the elevator, reopening the garbage  
3 chutes, providing assistance with carrying items up and down the stairs, relocation to an  
4 accessible unit, and other assistance to accommodate the loss of the elevator. Without an  
5 operable elevator, Plaintiffs have no accessible route to their dwelling units.

6 93. Plaintiffs' need for a reasonable accommodation and modification to repair the elevator  
7 arose from Defendants' failure and refusal to maintain the elevator as required by San  
8 Francisco Municipal Code section 713(b). Under such circumstances, Defendants were and  
9 continue to be obligated to pay for the repair, and the defenses of fundamental alteration, as  
10 well as undue financial and administrative burden do not apply. (Cal. Code Regs, tit. 2, §  
11 12179(d).) Defendants have failed and refused to provide this reasonable accommodation  
12 and modification as required.

13 94. Plaintiffs also requested and need reasonable accommodation for their disabilities related to  
14 the closed garbage chutes. Plaintiffs asked that the chutes be reopened for their use and to  
15 accommodate their physical disabilities and related difficulty and discomfort using stairs.  
16 This accommodation was necessary to afford Plaintiffs the opportunity to use and enjoy the  
17 Property. Defendants have ignored Plaintiffs' requests and failed and refused to provide the  
18 reasonable accommodations.

19 95. Under FEHA, if a housing provider receives a request for a reasonable modification or  
20 reasonable accommodation that it cannot immediately grant, it is required to engage in an  
21 interactive process with the individual with a disability to exchange information to identify,  
22 evaluate, and implement a reasonable modification or accommodation that allows the  
23 individual with a disability equal opportunity to use and enjoy a dwelling or housing  
24 opportunity. (Cal. Code Regs., tit. 2, § 12177(a).) The interactive process must be timely  
25 and be conducted in good faith. Good faith means the person considering the request must  
26 make a fair and honest effort to engage in the interactive process and to consider the  
27 request. (*Ibid.*)  
28

1 96. Defendants failed to engage in an interactive process with Plaintiffs regarding either the  
2 inoperable elevator or the closed garbage chutes. Alternatives were not proposed, discussed,  
3 explored, or offered.

4 97. Defendants' actions and inactions constitute discriminatory housing practices, in violation  
5 of FEHA. Defendants' unlawful conduct includes the following:

6 (a) Refusal to make reasonable accommodations or to allow reasonable modifications  
7 where necessary to afford Plaintiffs an equal opportunity to obtain, use, or enjoy a  
8 housing opportunity. (Gov. Code, §§ 12927, subd. (c)(1), 12955; see also Cal. Code  
9 Regs., tit. 2, § 12005, subd. (b)(1)(A).) ("refusing to make necessary repairs" and  
10 "refusing to provide a reasonable accommodation or reasonable modification" are  
11 adverse actions under the FEHA).

12 (b) Failure to engage in an interactive process regarding Plaintiffs' requests for  
13 reasonable accommodations and reasonable modifications. (Cal. Gov. Code § 12955;  
14 Cal. Code Regs., tit. 2, § 12177.)  
15

16 98. Plaintiffs are "aggrieved" within the meaning of the FEHA. (Gov. Code, § 12927, subd.  
17 (g).) As the direct and proximate cause of Defendants' violations of Gov. Code, § 12927,  
18 subd. (c)(1). Plaintiffs suffered damages, including emotional distress, physical injury and  
19 pain, loss of civil rights, frustration, difficulty, and embarrassment.

20 99. Defendants' actions and inactions as alleged in this complaint are in clear violation of  
21 Defendants' statutory duties and were done with the knowledge or reckless disregard for  
22 the fact that they would cause significant harm to Plaintiffs. Defendants' conduct was  
23 despicable, malicious, and oppressive as defined under Civil Code section 3294, and  
24 Plaintiffs are entitled to punitive damages.

25 100. Each of the Defendants were aware of the probable consequences of their conduct and  
26 deliberately failed to avoid those consequences and/or are vicariously liable pursuant to  
27 Civ. Code, § 3294, subd. (c).  
28

1 101. Defendants’ discrimination constitutes an ongoing violation under Gov. Code, § 12927,  
2 subd. (c)(1). Until the discriminatory policies and practices of each of the Defendants are  
3 enjoined, Plaintiffs will continue to be denied full and equal use and enjoyment of their  
4 housing and will suffer ongoing and irreparable injury.

5 102. There now exists an actual controversy between the parties regarding Plaintiffs’ rights  
6 and Defendants’ duties under Gov. Code § 12927, subd. (c)(1). Accordingly, Plaintiffs seek  
7 a declaration that Defendants have violated these subdivisions.

8 103. As the direct and proximate result of each of the Defendants’ violations of Gov. Code,  
9 §§ 12955, 12955.8, subd. (b), Plaintiffs have suffered and continue to suffer emotional and  
10 physical pain and distress, exacerbated physical disabilities, loss of civil rights, frustration,  
11 difficulty and embarrassment. As persons aggrieved by the Defendants’ violation of FEHA,  
12 Plaintiffs are entitled to injunctive relief and damages, including punitive damages. (Gov.  
13 Code, § 12989.2.)

14 104. Wherefore, Plaintiffs pray for relief as set forth below.

15 **Second Cause of Action**

16 **Actions and Inactions That Have the Effect of Disability Discrimination**

17 **(Gov. Code, §§ 12955, 12955.8)**

18 **All Plaintiffs v. All Defendants**

19  
20 105. Plaintiffs re-plead the allegations contained in each of the foregoing paragraphs and  
21 incorporate them herein as if separately re-plead.

22 106. Under FEHA, it is unlawful “[f]or the owner of any housing accommodation to  
23 discriminate against or harass any person because of...disability...” (Gov. Code, § 12955.)  
24 This includes “an act or failure to act...that has the effect, regardless of intent, of  
25 unlawfully discriminating on the basis of...disability...” (Gov. Code, § 12955.8, subd. (b);  
26 *accord* Cal. Code Regs., tit. 2, § 12060.)

27 107. Defendants’ failure to repair the elevator and the closure of the garbage chutes are  
28 policies that are facially neutral, but have a significant, adverse, and disproportionate effect

1 on Plaintiffs' disabilities. Defendants' refusal to repair the elevator and close the garbage  
2 chutes forced Plaintiffs to use the stairs, which caused pain, injury, and emotional distress.  
3 (Cal. Code Regs., tit. 2, § 12005, subd. (b)(1)(A).) (refusal to make necessary repairs is an  
4 adverse action). Tenants living at the Property without disabilities did not experience these  
5 same effects. The adverse experiences of Plaintiffs were directly caused by Defendants'  
6 actions.

7 108. Defendants' discrimination constitutes an ongoing violation under Gov. Code, §  
8 12955.8, subd. (b). Until the discriminatory policies and practices of each of the Defendants  
9 are enjoined, Plaintiffs will continue to be denied full and equal use and enjoyment of their  
10 housing and will suffer ongoing and irreparable injury.

11 109. There now exists an actual controversy between the parties regarding Plaintiffs' rights  
12 and Defendants' duties under Gov. Code, § 12955.8, subd. (b). Accordingly, Plaintiffs seek  
13 a declaration that Defendants have violated these subdivisions.

14 110. As the direct and proximate result of each of the Defendants' violations of Gov. Code,  
15 §§ 12955, 12955.8, subd. (b), Plaintiffs have suffered and continue to suffer emotional and  
16 physical pain and distress, exacerbated physical disabilities, loss of civil rights, frustration,  
17 difficulty and embarrassment. As a person aggrieved by the Defendants' violation of  
18 FEHA, Plaintiffs are entitled to injunctive relief and damages, including punitive damages.  
19 (Gov. Code, § 12989.2.)

20 111. Wherefore, Plaintiffs pray for relief as set forth below.

21 **Third Cause of Action**

22 **Inferior Conditions, Facilities, and Services**

23 **(Gov. Code, §§ 12927, subd. (c)(1), 12955)**

24 **All Plaintiffs v. All Defendants**

25  
26 112. Plaintiffs re-plead the allegations contained in each of the foregoing paragraphs and  
27 incorporate them herein as if separately re-plead.

28 113. "‘Discrimination’ includes...provision of inferior terms, conditions, privileges,

1 facilities, or services in connection with those housing accommodations...” (Gov. Code, §  
2 12927, subd. (c)(1); see also Cal. Code Regs., tit. 2, § 12005, subd. (b)(1)(A).)

3 114. The elevator at the Property is a service, facility and/or privilege in connection with  
4 Plaintiffs’ housing accommodations.

5 115. The garbage chute at the Property is a service, facility and/or privilege in connection  
6 with Plaintiffs’ housing accommodations.

7 116. Defendants’ provided Plaintiffs with inferior terms, conditions, privileges, facilities, or  
8 services in connection with their housing accommodations when they did the following:

- 9 a. Allowed the elevator – the only means of vertical access at the property - to  
10 permanently fail;
- 11 b. Failed and refused to fix the elevator, choosing instead to decommission it;
- 12 c. Closed the garbage chutes and failed and refused to re-open them for Plaintiffs’  
13 use.

14 117. The Property’s conditions, facilities, privileges, and services are inferior because they  
15 prevent Plaintiffs from freely traveling up and down the building and disposing of trash.  
16 Defendants have an obligation to maintain and repair these features. (

17  
18  
19 118. Defendants’ discrimination constitutes an ongoing violation under Gov. Code, § 12927,  
20 subd. (c)(1). Until the discriminatory policies and practices of each of the Defendants are  
21 enjoined, Plaintiffs will continue to be denied full and equal use and enjoyment of their  
22 housing and will suffer ongoing and irreparable injury.

23 119. There now exists an actual controversy between the parties regarding Plaintiffs’ rights  
24 and Defendants’ duties under Gov. Code, § 12927, subd. (c)(1). Accordingly, Plaintiffs  
25 seek a declaration that Defendants have violated these subdivisions.

26 120. As the direct and proximate result of each of the Defendants’ violations of Gov. Code,  
27 §§ 12955, 12955.8, subd. (b), Plaintiffs suffered and continue to suffer emotional and  
28 physical pain and distress, exacerbated physical disabilities, loss of civil rights, frustration,

1 difficulty and embarrassment. As a person aggrieved by the Defendants' violation of  
2 FEHA, Plaintiffs are entitled to injunctive relief and damages, including punitive damages.  
3 (Gov. Code, § 12989.2.)

4 121. Wherefore, Plaintiffs pray for relief as set forth below.

5 **Fourth Cause of Action**

6 **California Disabled Persons Act**

7 **(Civ Code, § 54.1, subd. (b))**

8 **All Plaintiffs v. All Defendants**

9 ***(Damages and Attorney's Fees Only)***

10  
11 122. Plaintiffs re-plead the allegations contained in each of the foregoing paragraphs and  
12 incorporate them herein as if separately re-plead.

13 123. The Disabled Persons Act ("CDPA") provides that "[i]ndividuals with disabilities shall  
14 be entitled to full and equal access, as other members of the general public, to all housing  
15 accommodations offered for rent, lease, or compensation in this state, subject to the  
16 conditions and limitations established by law, or state or federal regulation, and applicable  
17 alike to all persons." (Civ. Code, § 54.1, subd. (b)(1).)

18 124. The CDPA also provides that "[a]ny person renting, leasing, or otherwise providing real  
19 property for compensation shall not refuse to make reasonable accommodations in rules,  
20 policies, practices, or services, when those accommodations may be necessary to afford  
21 individuals with a disability equal opportunity to use and enjoy the premises." (Civ. Code, §  
22 54.1, subd. (b)(3)(B).)

23 125. Each of the Defendants is a "person" within the meaning of the CDPA.

24 126. Each of the Defendants are in the business of renting, leasing, or otherwise providing  
25 real property for compensation and must comply with the provisions of the CDPA.

26 127. In acting as alleged herein, each of the Defendants violated the CDPA by discriminating  
27 against Plaintiffs' disability when they received reasonable accommodation requests from  
28 Plaintiffs but refused to respond to them or grant them.

1 128. The unlawful acts, omissions, policies and practices of each of the Defendants as  
2 described herein were and are wanton, willful, malicious, fraudulent, or oppressive; were  
3 intended to cause injury to Plaintiff; and/or were done in conscious, callous, reckless, or  
4 blatant disregard for the rights of Plaintiff.

5 129. Each of the Defendants was aware of the probable consequences of their conduct and  
6 deliberately failed to avoid those consequences and/or are vicariously liable pursuant to  
7 Civ. Code, § 3294, subd. (b).

8 130. Wherefore, pursuant to the remedies, procedures, and rights set forth in Civ. Code, §  
9 54.3, subd. (a), Plaintiff prays for statutory damages and attorneys' fees.

10 **Fifth Cause of Action**

11 **Unruh Civil Rights Act**

12 **(Civ. Code, § 51 et seq.)**

13 **All Plaintiffs v. All Defendants**

14 131. Plaintiffs re-plead the allegations contained in each of the foregoing paragraphs and  
15 incorporate them herein as if separately re-plead.

16 132. The Unruh Civil Rights Act ("Unruh Act") provides that "[a]ll persons within the  
17 jurisdiction of this state are free and equal, and no matter what their sex, race, color,  
18 religion, ancestry, national origin, disability, medical condition, genetic information,  
19 marital status, sexual orientation, citizenship, primary language, or immigration status are  
20 entitled to the full and equal accommodations, advantages, facilities, privileges, or services  
21 in all business establishments of every kind whatsoever." (Civ. Code, § 51, subd. (b).)

22 133. The Unruh Act applies with "full force to the business of renting housing  
23 accommodations." (*Marina Point, Ltd. v. Wolfson* (1982) 30 Cal.3d 721, 731.) (internal  
24 citations omitted).

25 134. Each of the Defendants is a "person" within the meaning of the Unruh Act.

26 135. Each of the Defendants is in the business of renting housing accommodations and must  
27 comply with the provisions of the Unruh Act.  
28

1 136. In acting as alleged herein, each of the Defendants violated the Unruh Act by  
2 intentionally discriminating against Plaintiffs' disability when they received reasonable  
3 accommodation requests from Plaintiffs but refused to respond to them or grant them.

4 137. The unlawful acts, omissions, policies and practices of each of the Defendants as  
5 described herein were and are wanton, willful, malicious, fraudulent, or oppressive; were  
6 intended to cause injury to Plaintiff; and/or were done in conscious, callous, reckless, or  
7 blatant disregard for the rights of Plaintiff.

8 138. Each of the Defendants was aware of the probable consequences of their conduct and  
9 deliberately failed to avoid those consequences and/or are vicariously liable pursuant to  
10 Civ. Code, § 3294, subd. (b).

11 139. The nature of each of the Defendants' discrimination under the Unruh Civil Rights Act  
12 constitutes an ongoing violation. Until the discriminatory policies and practices of each of  
13 the Defendants are enjoined, Plaintiffs will continue to be denied full and equal use and  
14 enjoyment of their housing and will suffer ongoing and irreparable injury.

15 140. There now exists an actual controversy between the parties regarding Plaintiffs' rights  
16 and Defendants' duties under the Unruh Civil Rights Act. Accordingly, Plaintiffs seek a  
17 declaration that Defendants have violated these subdivisions.

18 141. Wherefore, Plaintiffs pray for relief as set forth below.

19 **Sixth Cause of Action**

20 **Negligence**

21 **(Civ Code, § 1714)**

22 **All Plaintiffs v. All Defendants**

23 142. Plaintiffs re-plead the allegations contained in each of the foregoing paragraphs and  
24 incorporate them herein as if separately re-plead.

25 143. At all times relevant herein, Defendants maintained, controlled, managed, leased, and  
26 operated the Property.

27 144. As the property owner and property managers, Defendants have a duty of care to  
28 Plaintiffs to manage and maintain the property. Defendants negligently failed and continue

1 to fail to take steps to maintain the premises in a safe condition for Plaintiffs or provide  
2 alternatives to provide for their safety. Because Defendants failed to maintain the elevator  
3 and garbage chutes, they did not meet this duty.

4 145. Defendants negligently, carelessly, wantonly, recklessly, tortiously, wrongfully, and  
5 unlawfully failed, and continue to fail, to properly maintain the elevator and garbage chute  
6 on the Property. Defendants knew, or in the exercise of reasonable care should have known,  
7 the risks of bodily injury from these acts and/or omissions and demonstrated a conscious  
8 disregard for Plaintiffs.

9 146. Defendants owed Plaintiff a duty to operate the Rental Property in a manner that was  
10 free from unlawful discrimination, and to educate and train themselves and their agents to  
11 fulfill that duty.

12 147. As a further direct and proximate result of Defendants' negligent actions, Plaintiffs  
13 suffered damages, including emotional and physical distress, loss of civil rights, frustration,  
14 difficulty and embarrassment. Plaintiffs are entitled to injunctive relief and damages,  
15 including punitive damages.

16 148. Defendants negligently violated their duty to Plaintiffs by engaging in discrimination  
17 against them based on their disability; specifically, by failing to fix the elevator and reopen  
18 the garbage chutes, as well as failing to provide any reasonable accommodations or  
19 modifications.

20 149. Defendants' violation of that duty was the result of negligence, including but not  
21 limited to:

- 22 (a) The negligent failure to educate and train themselves and their agents regarding the  
23 requirements of state and federal fair housing laws; and  
24 (b) The negligent failure to operate the Property in conformity with accepted industry  
25 customs and standards.

26 150. There now exists an actual controversy between the parties regarding Plaintiffs' rights  
27 and Defendants' duties under Civ. Code, §1714. Accordingly, Plaintiffs seek a declaration  
28

1 that Defendants have violated these subdivisions.

2 151. Wherefore, Plaintiffs pray for relief as set forth below.

3 **Seventh Cause of Action**

4 **Premise Liability**

5 **All Plaintiffs v. All Defendants**

6 152. Plaintiffs re-plead the allegations contained in each of the foregoing paragraphs and  
7 incorporate them herein as if separately re-plead.

8 153. At all times relevant herein, Defendants maintained, controlled, managed, leased, and  
9 operated the Property.

10 154. As the property owner and property managers, Defendants have a duty of care to  
11 Plaintiffs to manage and maintain the property. Defendants negligently failed and continue  
12 to fail to take steps to maintain the premises in a safe condition for Plaintiffs or provide  
13 alternatives to provide for their safety. Because Defendants failed to maintain the elevator  
14 and garbage chutes, they did not meet this duty.

15 155. Defendants negligently, carelessly, wantonly, recklessly, tortiously, wrongfully, and  
16 unlawfully failed, and continue to fail, to properly maintain the elevator and garbage chute  
17 on the Property. Defendants knew, or in the exercise of reasonable care should have known,  
18 the risks of bodily injury from these acts and/or omissions and demonstrated a conscious  
19 disregard for Plaintiffs.

20 156. As a further direct and proximate result of Defendants' negligent actions, Plaintiffs  
21 suffered damages, including emotional and physical distress, loss of civil rights, frustration,  
22 difficulty and embarrassment. Plaintiffs are entitled to injunctive relief and damages,  
23 including punitive damages.

24 157. There now exists an actual controversy between the parties regarding Plaintiffs' rights  
25 and Defendants' duties under the doctrine of premise liability. Accordingly, Plaintiffs seek  
26 a declaration that Defendants have violated this doctrine.

27 158. Wherefore, Plaintiffs pray for relief as set forth below.  
28

1 **Eighth Cause of Action**

2 **Breach of Implied Warranty of Habitability**

3 **All Plaintiffs v. All Defendants**

4 159. Plaintiffs re-plead the allegations contained in each of the foregoing paragraphs and  
5 incorporate them herein as if separately re-plead.

6 160. Defendants have a common law duty to protect the safety, health, and property of the  
7 residents of the homes, including Plaintiffs, through the exercise of due care in the  
8 maintenance and repair of all buildings and facilities, including the elevator and garbage  
9 chutes.

10 161. Defendants breached the implied warranty of habitability by being aware of defects and  
11 other problems which impaired the habitability of the Property and failing to correct those  
12 defects.

13 162. As the direct and proximate result of Defendants' actions, Plaintiffs suffered damages,  
14 including emotional and physical distress, loss of civil rights, frustration, difficulty and  
15 embarrassment. Plaintiffs are entitled to injunctive relief and damages, including punitive  
16 damages.

17 163. There now exists an actual controversy between the parties regarding Plaintiffs' rights  
18 and Defendants' duties under the implied warrant of habitability. Accordingly, Plaintiffs  
19 seek a declaration that Defendants have violated this warranty.

20 164. Wherefore, Plaintiffs pray for relief as set forth below.

21 **Ninth Cause of Action**

22 **Nuisance**

23 **(Civ. Code, § 3479)**

24 **All Plaintiffs v. All Defendants**

25 165. Plaintiffs re-plead the allegations contained in each of the foregoing paragraphs and  
26 incorporate them herein as if separately re-plead.

27 166. The conditions of the Property as described herein constitutes a nuisance within, but not  
28 limited to, the meaning of Civ. Code, § 3479, in that these defective condition are injurious

1 and continue to be injurious to the health and safety of each Plaintiff herein; indecent and  
2 offensive to the senses of each Plaintiff herein; and interfered, and continue to substantially  
3 interfere, with each Plaintiffs' comfortable enjoyment of the Property.

4 167. Despite being required by law to abate the nuisance, Defendants, and each of them,  
5 failed and continue to fail to correct conditions, rendering the Property a nuisance.

6 Defendants, and each of them, knew, or reasonably should have known, that Plaintiffs  
7 would be injured as a result of this failure to abate the nuisance.

8 168. As the direct and proximate result of Defendants' actions, Plaintiffs suffered damages,  
9 including emotional and physical distress, discomfort and annoyance, loss of civil rights,  
10 frustration, difficulty and embarrassment. Plaintiffs are entitled to injunctive relief and  
11 damages, including punitive damages.

12 169. There now exists an actual controversy between the parties regarding Plaintiffs' rights  
13 and Defendants' duties under Civ. Code, § 3479. Accordingly, Plaintiffs seek a declaration  
14 that Defendants have violated this section.

15 170. Wherefore, Plaintiffs pray for relief as set forth below.

16 **Tenth Cause of Action**

17 **Harassment**

18 **(San Francisco Rent Ordinance Section 37.10B)**

19 **All Plaintiffs v. All Defendants**

20 171. Plaintiffs re-plead the allegations contained in each of the foregoing paragraphs and  
21 incorporate them herein as if separately re-plead.

22 172. Defendants Structure Properties and 1086 Post Street, LLC were, at all times relevant  
23 herein, "landlords" within the meaning of San Francisco Administrative Code Section 37.

24 173. Subdivision (a) of section 37.10B of the San Francisco Administrative Code proscribes  
25 certain activities by landlords that constitute "tenant harassment". Those activities include,  
26 but are not limited to,  
27  
28

- 1 (a) Interrupting, terminating or failing to provide housing services required by contract or  
2 by State, County or local housing, health or safety laws;
- 3 (b) Failing to perform repairs and maintenance required by contract or by State, County  
4 or local housing, health or safety laws;
- 5 (c) Failing to exercise due diligence in completing repairs and maintenance once  
6 undertaken or fail to follow appropriate industry repair, containment or remediation  
7 protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or  
8 other building materials with potentially harmful health impacts;

9 174. Defendants' conduct, actions, and inactions, as heretofore described constitute tenant  
10 harassment within the meaning of the San Francisco Rent Ordinance.

11 175. As a result of Defendants' violation of the San Francisco Rent Ordinance Plaintiffs have  
12 been damaged as heretofore described.

13 176. Subdivision (c)(5) of section 37.10B of the San Francisco Rent Ordinance provides for  
14 an award of treble Plaintiffs actual damages for violation of section 37.10B.

15 177. There now exists an actual controversy between the parties regarding Plaintiffs' rights  
16 and Defendants' duties under subdivision (c)(5) of section 37.10B of the San Francisco  
17 Rent Ordinance. Accordingly, Plaintiffs seek a declaration that Defendants have violated  
18 this section.

19 178. Wherefore, Plaintiffs pray for relief as set forth below.

20 **Eleventh Cause of Action**

21 **Failure to Maintain Property in Tenatable Condition**

22 **(Civ. Code, § 1942.4)**

23 **All Plaintiffs v. All Defendants**

24 179. Plaintiffs re-plead the allegations contained in each of the foregoing paragraphs and  
25 incorporate them herein as if separately re-plead.  
26  
27  
28

1 180. Defendants had a duty under California law to maintain the subject property in a  
2 tenantable condition fit for human occupancy. Defendants failed to maintain the subject  
3 property as required by law.

4 181. At all relevant times, the property substantially lacked the affirmative characteristics  
5 listed in Civ. Code., § 1941.1 and Health and Safety Code sections 17920.3 and 17920.10  
6 and thereby endangered life, limb, health, property, safety, and welfare of the tenants of  
7 said property, including the plaintiffs herein.

8 182. Said property was inspected by public officers or employees who are responsible for the  
9 enforcement of housing law. The Department of Building Inspection (hereafter “DBI”)  
10 issued a Notice of Violation (“NOV”) to repair the elevator on or about August 17, 2023.

11 183. The NOV cited defective conditions that substantially affect the habitability of premises  
12 rented for human occupancy, and which were non-compliant with Civ. Code., § 1941.1 or  
13 the applicable Health and Safety Code Sections.

14 184. Defendants did not complete the repairs required by the NOV, nor did they have good  
15 cause for not completing them. As a result, an Order of Abatement was posted on or about  
16 May 9, 2024, and recorded on June 10, 2024.

17 185. Said conditions did not arise out of the conduct of Plaintiffs, nor anyone acting under  
18 Plaintiffs’ direction or control.

19 186. As a result of Defendants’ acts, Plaintiffs suffered rent overpayment, loss of the use and  
20 enjoyment of their rental unit, loss of tenancy interest and foreseeable consequential  
21 damages of personal property loss, physical injury and emotional distress all to their general  
22 damage in an amount to be proven.

23 187. Each plaintiff herein is entitled to statutory special damages pursuant to Civ. Code, §  
24 1942.4, subd. (b)(1) of not less than \$100, nor more than \$5,000 for each violation of this  
25 section.

26 188. Pursuant to the provisions of Civ. Code, § 1942.4, subd. (c), each Plaintiff herein seeks  
27 an Order abating any and all nuisances cited in the NOVs referenced above and for any  
28

1 other nuisance that may later be cited by the San Francisco Department of Building  
2 Inspection or the San Francisco Health Department.

3 189. There now exists an actual controversy between the parties regarding Plaintiffs' rights  
4 and Defendants' duties under Civ. Code, § 1942.4. Accordingly, Plaintiffs seek a  
5 declaration that Defendants have violated this code.

6 190. Wherefore, Plaintiffs pray for relief as set forth below.

7 **Twelfth Cause of Action**

8 **Breach of Implied Covenant of Quiet Enjoyment - Contract**

9 **All Plaintiffs v. All Defendants**

10 191. Plaintiffs reallege and incorporate into this cause of action all previous paragraphs of  
11 this complaint as though fully set forth herein.

12 192. The rental agreements between each Plaintiff and 1086 Post, LLC contain an implied  
13 covenant that Plaintiffs have the quiet use and enjoyment of their respective premises.

14 193. Defendants breached this covenant by engaging in the conduct heretofore described.  
15 Defendants are therefore liable to Plaintiffs for all detriment proximately caused thereby.

16 194. As a direct and proximate result of said conduct and action, Plaintiffs have been  
17 damaged as is heretofore set forth.

18 195. There now exists an actual controversy between the parties regarding Plaintiffs' rights  
19 and Defendants' duties under the Implied Covenant of Quiet Enjoyment based in contract.  
20 Accordingly, Plaintiffs seek a declaration that Defendants have violated this covenant.

21 196. Wherefore, Plaintiffs pray for relief as set forth below.

22 **Thirteenth Cause of Action**

23 **Breach of Implied Covenant of Quiet Enjoyment -Tort**

24 **All Plaintiffs v. All Defendants**

25 197. Plaintiffs reallege and incorporate into this cause of action all previous paragraphs of  
26 this complaint as though fully set forth herein.  
27  
28

1 198. The rental agreements between each Plaintiff and Defendant 1086 Post, LLC contain an  
2 implied covenant that Plaintiffs have the quiet use and enjoyment of their respective  
3 premises. Defendants breached this covenant by engaging in the conduct heretofore  
4 described. Defendants are therefore liable to Plaintiffs for all detriment proximately caused  
5 thereby.

6 199. As a direct and proximate result of said conduct and action Plaintiffs have been  
7 damaged as is heretofore set forth.

8 200. Plaintiffs are entitled to punitive damages under this cause of action.

9 201. There now exists an actual controversy between the parties regarding Plaintiffs' rights  
10 and Defendants' duties under the Implied Covenant of Quiet Enjoyment based in tort.  
11 Accordingly, Plaintiffs seek a declaration that Defendants have violated this covenant.

12 202. Wherefore, Plaintiffs pray for relief as set forth below.

13 **Fourteenth Cause of Action**

14 **Unfair Competition Law**

15 **(Bus. & Prof. Code, § 17200 et seq.)**

16 **All Plaintiffs v. All Defendants**

17 203. Plaintiffs re-plead the allegations contained in each of the foregoing paragraphs and  
18 incorporate them herein as if separately re-plead.

19 204. California's Unfair Competition Law ("UCL") makes actionable any "unlawful, unfair  
20 or fraudulent business act or practice." (Bus. & Prof. Code, § 17200.) An unlawful business  
21 act or practice includes any "act or practice, committed pursuant to business activity, that is  
22 at the same time forbidden by law." (*People ex rel. Harris v. Pac Anchor Transp., Inc.*  
23 (2011) 195 Cal.App.4th 765, 773 [quoting *Bernardo v. Planned Parenthood Federation of*  
24 *Am.* (2004) 115 Cal.App.4th 322, 351-352].)

25 205. Plaintiffs are "person[s]" as defined by the UCL. (Bus. & Prof Code, § 17201).

26 206. Defendants engaged in unfair or unlawful practices, including but not limited to:

- 27 (a) violation of the Fair Employment and Housing Act, as alleged herein;  
28

- 1 (b) violation of the Disabled Persons Act, as alleged herein;  
2 (c) violation of the Unruh Civil Rights Act, as alleged herein;  
3 (d) negligence, as alleged herein;  
4 (e) premise liability, as alleged herein;  
5 (f) breach of the implied warranty of habitability, as alleged herein;  
6 (g) nuisance, as alleged herein;  
7 (h) tenant harassment, as alleged herein;  
8 (i) failure to maintain property in tenantable condition, as alleged herein;  
9 (j) breach of the implied covenant of quiet enjoyment (contract and tort);  
10 (k) San Francisco Municipal Code section 1001(a), San Francisco Municipal Code  
11 section 713(b), San Francisco Municipal Code section 1001(d), San Francisco  
12 Municipal Code section 401, San Francisco Building Code section 102A, and of the  
13 San Francisco Housing Code section 1001(d);  
14 (l) and otherwise failing to maintain the property, failure to meet their duty of care as  
15 housing providers and creating unsafe housing conditions.

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17 207.

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20 208. Plaintiffs have “suffered injury in fact and [have] lost money or property as a result of  
21 [Defendants’] unfair competition” meeting the standing requirements of section 17204 of  
22 the UCL. They have experienced a diminution of the value of their tenancy and have been  
23 denied the benefits of their rental contracts. They are paying the same rent but are now  
24 denied the benefits of their residential property interest. Some have experienced out-of-  
25 pocket costs related to physical injuries. Accordingly, Plaintiff is entitled to relief according  
26 to proof pursuant to Bus. & Prof. Code, §§ 17204-17208.

27 209. This Court has the authority to enjoin Defendants’ unfair business practices pursuant to  
28 Bus. & Prof. Code, § 17203.

1 210. Wherefore, Plaintiff prays for relief as set forth below.

2 **PRAYER FOR RELIEF**

3 Wherefore, Plaintiffs respectfully request a judgment against all Defendants, as follows:

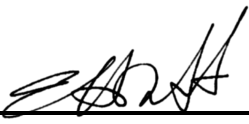
- 4 1) The Court declare that Defendants have violated the provisions of applicable state laws;
- 5 2) Permanently enjoin all unlawful practices alleged in this complaint and impose
- 6 injunctive relief prohibiting Defendants, their partners, agents, employees, assignees,
- 7 and all persons acting in concert or participating with them, from violating the unlawful
- 8 practices alleged herein;
- 9 3) Enter a permanent injunction directing Defendants and their directors, officers, agents,
- 10 and employees to take all affirmative steps necessary to remedy the effects of the
- 11 illegal, discriminatory conduct described herein and to prevent similar occurrences in
- 12 the future, including:
- 13 a. Ensuring that people with disabilities have meaningful access to their housing
- 14 and any programs, services, or activities, by taking all necessary steps to repair
- 15 the elevator and garbage chutes in an operable condition;
- 16 b. Adopting written fair housing policies and practices and model forms including:
- 17 (a) general fair housing policies and practices; (b) a reasonable accommodation
- 18 and modification policy; (c) an elevator service interruptions policy; (d) policies
- 19 and procedures for notifying tenants when the elevator is out of service; (e)
- 20 policy for regular inspection and maintenance of the elevator; (f) protocols for
- 21 site staff training in fair housing; and (e) an emergency plan and evacuation
- 22 procedures;
- 23 c. Require Defendants engage in the interactive process and provide reasonable
- 24 accommodations and/or modifications to Plaintiffs as necessary to give
- 25 Plaintiffs equal opportunity to use and enjoy the Property;
- 26 d. Require any other steps necessary to provide meaningful access for Plaintiffs
- 27
- 28

1 and other tenants with disabilities<sup>1</sup>;

- 2 4) Award Plaintiffs general, compensatory, and statutory damages in an amount within the  
3 jurisdiction of this court;
- 4 5) Award Plaintiffs a rent abatement;
- 5 6) Statutory trebling pursuant to Civ. Code, § 3345.
- 6 7) Award Plaintiffs punitive damages according to proof;
- 7 8) Award Plaintiffs attorneys' fees, litigation expenses, and costs of suit, as provided by  
8 law; and
- 9 9) Award such other and further relief as the Court may deem just and proper.

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12 DATED: May 26, 2026

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14 DISABILITY RIGHTS EDUCATION AND  
15 DEFENSE FUND

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18 

19 Erin Neff  
20 Attorney for Plaintiffs

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28 <sup>1</sup> Plaintiffs do not seek injunctive relief pursuant to Civ. Code, § 55