CITY ATTORNEY DENNIS HERRERA

NEWS RELEASE

FOR IMMEDIATE RELEASE
MONDAY, JULY 16, 2012

CONTACT: MATT DORSEY
PHONE: (415) 554-4662

Herrera secures $30,000 penalty, tough injunctions in Tenderloin market drug case

Barah's Market is the second of two stores to settle for operating a 'safe haven' for drug dealing, trafficking in stolen merchandise

SAN FRANCISCO (July 16, 2012)—A San Francisco Superior Court judge today approved a stipulated judgment against the second of two markets targeted in City Attorney Dennis Herrera's January 2012 civil litigation over illicit drug activity and trafficking in stolen merchandise in the Tenderloin. Under terms of the injunction approved by Judge Harold E. Kahn late this morning, Barah's Market at the corner of Leavenworth and Turk Streets will pay $30,000 in civil penalties to the City over a period of 45 months, and abide by tough, enforceable injunctions for at least the next two years.

The judgment extends provisions of a preliminary injunction Herrera obtained in March requiring the market to cease all public nuisance activities and to close nightly between the hours of midnight and 7:00 a.m. The market is additionally required to employ a uniformed and licensed security guard to patrol the premises from 8 p.m. to midnight; to maintain a video surveillance system to monitor the business's interior and frontage; and to post public notices that the sale of controlled substances in or around the building will subject the owners to further civil penalties. The permanent injunction will extend for an additional two years upon a judicial finding that any of the injunction's terms have been violated, and it authorizes the City Attorney to seek a court order to shutter the store for one-year should the injunction fail to halt further violations of the Drug Abatement Act.

"Barah's Market played a central role in drug dealing and related crimes that victimized its neighbors for too long, and the court acknowledged that the evidence of their lawlessness was overwhelming," said Herrera. "I hope the penalties and tough injunctions we obtained in these two Tenderloin drug abatement cases send a clear message about the steep price businesses will pay for facilitating drug-related crime. I'm very grateful for the outstanding investigative work of the San Francisco Police Department, under the leadership of Chief Greg Suhr, which enabled us to build a strong factual basis for our litigation. We hope it helps protect residents and improve the quality of life for this neighborhood."

A related case against Razan Deli resulted in an order to cease operations on April 1, and to remain shuttered for a period of one year. That market at 391 Ellis Street was the site of 118 calls for police service in 2011 alone, including emergency calls related to a shooting and multiple assaults, according to Herrera's Jan. 30 complaint. Razan Deli was also ordered to pay civil penalties of $80,000 plus interest to the City, and to surrender to the San Francisco Police Department any controlled substances or drug paraphernalia on its premises.

[MORE]

The dual civil actions, which were announced at a joint Jan. 30, 2012 news conference in the Tenderloin by Herrera and Police Chief Suhr, followed undercover police investigations that for more than two years documented a pattern in which the markets operated safe havens for the sale of cocaine, crack, heroin, prescription painkillers and other drugs. The markets were also found to have engaged in the purchase and resale of stolen merchandise, according to the city's complaints.

The case is: *City and County of San Francisco and People of the State of California v. Jaber A. Algahim dba Azaal Market* (aka Barah's Market), San Francisco Superior Court Case No. CGC-12-517726, filed Jan. 30, 2012. Additional information is available on the City Attorney's Web site at the following URL: http://www.sfcityattorney.org/.

# # #

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

CITY AND COUNTY OF SAN FRANCISCO, a Municipal Corporation, and the PEOPLE OF THE STATE OF CALIFORNIA, by and through DENNIS J. HERRERA, City Attorney for the CITY AND COUNTY OF SAN FRANCISCO, Plaintiffs, vs. JABER A. ALGAHIM, an individual and DBA AZAAL MARKET, DOE 1 through DOE 50, Defendants.	Case No. CGC 12 517-726 **SETTLEMENT AGREEMENT & RELEASE** Date Action Filed: January 30, 2012 Trial Date: Not Yet Set

This Settlement Agreement (the "Agreement") is entered into between the City and County of San Francisco and the People of the State of California ("Plaintiffs" or the "City"), and JABER A. ALGAHIM, and Individual and DBA Azaal Market ("Defendant"), (collectively, the "Parties", each a "Party"). For purposes of settlement, Defendant was represented by his attorney, JOSE LUIS FUENTES, of SIEGEL & YEE.

The Parties participated in several sessions of a Mandatory Settlement Conference with Pang Ly, Settlement Officer of the Superior Court, during June and July, 2012. The Parties came to the following agreement.

RECITALS

This Agreement was made with reference to the following facts and circumstances:

A. The Parties presently have pending in the San Francisco Superior Court the case of *CITY AND COUNTY OF SAN FRANCISCO and PEOPLE OF THE STATE OF CALIFORNIA v. JABER A. ALGAHIM*, et al., Superior Court Case Number CGC 12 517-726 (the "Lawsuit"), a code enforcement case through which Plaintiffs allege that Defendant operates the business commonly known and described as Barah or Azaal Market at 200 Leavenworth Street, San Francisco, California (the "Business"), as a public nuisance and in violation of the Unfair Competition Law (Business and Professions Code Sections 17200-17210) due to continuing violations of the Drug Abatement Act (Health and Safety Code Sections 11570-11581) and General Public Nuisance statute (Civil Code Sections 3479, 3480), as further described in Plaintiffs' Complaint and exhibits thereto. Defendant denies Plaintiffs' contentions, and Defendant further claims that Plaintiffs have violated their civil rights, among other affirmative defenses.

B. The Court in this action entered a Preliminary Injunction against Defendant, which remains in effect at the time the Parties entered this agreement.

C. The respective Parties neither admit nor deny the allegations of other Parties made against them in the above referenced litigation.

D. The Parties wish to avoid the time and expense that would be incurred in continuing to litigate these matters and to resolve all disputes identified in or related to the above action, and they agree to settle those disputes between them on the following terms (the "Agreement").

AGREEMENT

To settle the Lawsuit and avoid the risks and costs of any further litigation, and in consideration of the mutual agreements in this Agreement and for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree to the following terms and conditions:

1. **Stipulated Judgment and Injunction.** The Parties have executed a Stipulated Judgment and Injunction, which is attached hereto as Exhibit A, and made a part of this Agreement. The Stipulated Judgment and Injunction shall be presented by the Parties to a San Francisco Superior Court judge for signature and filing in the San Francisco Superior Court. The Parties acknowledge that, as a condition of this Agreement, a San Francisco Superior Court judge must approve of, and sign the Stipulated Judgment and Injunction. The Parties agree that they will seek entry of the Stipulated Judgment and Injunction by the Court through an uncontested *ex parte* appearance.

2. **Civil Penalties**. The Parties agree that Defendants shall pay to Plaintiffs the amount of **$30,000.00 (the "Settlement Amount")** for civil penalties for their alleged violations of law. The Parties further agree that the Settlement Amount shall be paid in monthly installments of $666.66 over the course of 45 months, with the first payment due on August 1, 2012. If Defendants fails to timely pay any installment, Defendants will be in violation of this Agreement, all amounts owed under this Agreement shall become immediately due, and the total unpaid sum will begin to accumulate interest at the rate of 10% annually, beginning with the first day of any delinquency.

Payment of the Settlement Amount and the Judgment shall be delivered or mailed to the City Attorney's Office, 1390 Market Street, Sixth Floor, San Francisco, CA 94102, attention: Jerry Threet, Deputy City Attorney. The payment shall be by cashier's check or money order made payable to: "City and County of San Francisco".

3. **Enforcement**. The Parties further agree that this Agreement shall be enforceable through California Code of Civil Procedure 664.6, through a motion brought before the Law and Motion Department of the San Francisco Superior Court. The Court shall also retain jurisdiction of this matter to interpret any provision of this agreement, or to resolve any conflict between the Parties with regard to the performance of the terms of this Agreement.

4. **Defendant's Representations and Warranties.** Defendant acknowledges that he is represented by counsel for purposes of reaching settlement in this Lawsuit and is familiar with the provisions and consequences of this Agreement and has had sufficient time and opportunity to consult with counsel with respect to this Agreement. Defendant understands the terms of this Agreement. Defendant knowingly, and of his own free will, stipulates to the terms of the Agreement.

5. **Release**.

a. **Mutual Provisions**. It is the intention of the Parties that this Agreement shall be effective as a full and final accord and satisfactory release of all claims between the Parties for all matters alleged in the Complaint, Answer, Amended Answer, and other pleadings filed in this action. In furtherance of this intention, the Parties acknowledge that each, respectively, is familiar with Section 1542 of the Civil Code of the State of California, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Parties hereby waive and relinquish any rights and benefits which each has or may have under Section 1542 of the Civil Code to the full extent that each may lawfully waive all such rights and benefits pertaining to claims released by this Agreement. The Parties acknowledge that each is aware that it may hereafter discover facts in addition to or different from those which he or she knows or believes to be true with respect to the subject matter of this Agreement, but it is the intention of the Parties to hereby fully and finally forever settle and release any and all matters, disputes, and differences, known or unknown, or which have existed or will ever exist between the Parties regarding the released claims (excluding the exceptions provided for in Section c of this paragraph), and that in furtherance of this intention, the settlement herein given shall be and remain in effect as a full and complete general release of such claims notwithstanding discovery or existence of any such additional or different facts. Notwithstanding this, the subsequent provisions of paragraph 5 of this Agreement (subdivisions b - c), remain separately enforceable and are an exception to the provisions of this subpart of this paragraph.

b. **Release By Defendants**. In consideration of the promises set forth in this Agreement, together with other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, Defendants release and discharge the City and County of San Francisco and the People of the State of California, as well as its employees, officers, directors, servants, relatives, insurers, attorneys, agents, representatives, heirs, executors,

administrators, successors, and assigns of the City and County of San Francisco and the People of the State of California from any and all civil claims, counterclaims, demands, actions, suits, rights, causes of action and liabilities of any nature, known or unknown, suspected or unsuspected, whether legal, equitable or statutory, including, but not limited to civil penalties and punitive damages, costs, expenses and attorneys' fees (1) that the Defendants did allege or could have alleged in their responsive pleadings in this Action regarding the Property, including their Answers; and/or (2) arising in any way from the City and County of San Francisco's code enforcement activities at or about the Business.

c. **Release By Plaintiffs City and County of San Francisco and the People of the State of California**. In consideration of the promises set forth in this Agreement, together with other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, Plaintiffs release and discharge Defendants, as well as their beneficiaries, insurers, attorneys, agents, representatives, heirs, executors, administrators, successors, and assigns from any and all actions, causes of action and claims that were alleged in Plaintiffs' Complaint in this Action or could have been alleged regarding the violations alleged in the Complaint from the time of filing of the Complaint in this Action to the date of the execution of this Agreement.

The respective Parties specifically acknowledge, however, that this Agreement is not a release of any of the following:

i. Any municipal or state tax claims or liabilities;

ii. Any criminal liability whichthe Defendant denies;

iii. Any state or municipal administrative, civil, or government claim or liability not related to the conduct and causes of action alleged in the Complaint;

iv. Any violations of state or municipal law occurring or continuing after the date of execution of this Agreement;

v. Any liability for any matter not related to the conduct and causes of action alleged in the Complaint and First Amended Complaint.

5. **Entire Agreement**. This Agreement supersedes any prior agreement, oral or written, with respect to the subject matter hereof. The Parties to this Agreement understand and agree that no representations, warranties, agreements, or covenants have been made with respect to this Agreement, other than those set forth herein, and that in executing this Agreement the parties are not relying upon any representation, warranty, agreement, or covenant not set forth herein.

6. **Effective Date**. This Agreement shall be effective immediately upon execution of the Agreement.

7. **Severability**. If any term or provision of this Agreement or any application thereof shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms and provisions shall not be affected thereby, but shall remain valid and enforceable.

8. **Waiver**. The failure by any Party to insist on performance of any of the terms or conditions of this Agreement shall not void any of the terms or conditions hereto, nor shall it constitute a waiver or modification of any of the terms or conditions hereto, nor shall it be construed a waiver or modification of any of the terms or conditions hereto, nor shall it be construed as a waiver or relinquishment by such Party of the performance of any such terms or conditions.

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9. **Successors and Assigns**. This Agreement shall inure to the benefit of and bind the respective successors and assigns of the Parties. The Parties agree that nothing in this Agreement, expressed or implied, is intended to or shall confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any Party hereto or give any third person any right of subrogation or action over or against any Party to this Agreement.

Dated:

For all Plaintiffs: _____
Jerry Threet
Deputy City Attorney

Dated:

For Defendant: _____
Jaber Algahim
Individually, and DBA Azaal Market

Dated:

Approved as to Form.

Counsel for Defendants: _____
Jose Luis Fuentes
Attorney at Law

DENNIS J. HERRERA, State Bar #139669
City Attorney
ALEX G. TSE, State Bar #152348
Chief Attorney
Neighborhood and Resident Safety Division
JENNIFER E. CHOI, State Bar #184058
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Attorneys for Plaintiffs
CITY AND COUNTY OF SAN FRANCISCO AND
PEOPLE OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

CITY AND COUNTY OF SAN FRANCISCO, a Municipal Corporation, and the PEOPLE OF THE STATE OF CALIFORNIA, by and through Dennis J. Herrera, City Attorney for the City and County of San Francisco, Plaintiffs, vs. JABER A. ALGAHIM, an individual and DBA AZAAL MARKET, DOE 1 through DOE 50, Defendants.	Case No. CGC 12 517-726 STIPULATED JUDGMENT AND INJUNCTION Date Action Filed: January 30, 2012 Trial Date: Not Yet Set

This Stipulated Judgment and Injunction ("Judgment" or "Order") was presented before the above-captioned Court, the Honorable Harold E. Kahn, presiding. Plaintiffs CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, and the PEOPLE OF THE STATE OF CALIFORNIA ("Plaintiffs" or the "City"), were represented by their attorney, DENNIS J. HERRERA, City Attorney, appearing through JERRY THREET, Deputy City Attorney. Defendant JABER A.

ALGAHIM, and Individual and DBA Azaal Market, was represented by JOSE LUIS FUENTES, of SIEGEL & YEE.

Plaintiffs and Defendants ("Parties") consent to entry of this Stipulated Judgment and Injunction as an Order of the Court without a noticed motion, hearing, or trial. The Parties, having stipulated to the provisions set forth herein, the Court having reviewed the provisions, the Parties having agreed to the issuance of this Order, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

MONETARY JUDGMENT

1. Pursuant to California Health and Safety Code Section 11571 et seq. (the Drug Abatement Act), California Health and Safety Code Section 17980.7(d)(1) (the State Housing Law), San Francisco Housing Code Section 204(c)(2), and California Business and Professions Code Section 17200 et seq. (the Unfair Competition Law), the Court hereby imposes a Monetary Judgment against Defendant JABER A. ALGAHIM for civil penalties in the total amount of $30,000, payable to Plaintiffs.

2. Defendants shall pay the Judgment in 45 monthly installments of $666.66, beginning on August 1, 2012 and continuing until a final payment of $666.67, on April 1, 2016.

3. Should Plaintiffs seek and obtain from the Court an Abatement Order closing the Business, as provided for below, the total amount owed to the City under this monetary judgment shall adjust downward from $30,000 to $20,000, with all amounts previously paid on the judgment credited against the new judgment amount.

4. Payment shall be made by cashier's check or money order, made payable to the "City and County of San Francisco" and delivered or mailed to the following address:

San Francisco City Attorney's Office
1390 Market Street, Sixth Floor
San Francisco, California 94102
Attention: Jerry Threet, Deputy City Attorney.

5. If Defendant fails to timely pay any installment of this Judgment in the manner and the amount set forth herein, Defendants will be in violation of this Judgment, all amounts owed under this Judgment shall become immediately due, and the total unpaid sum of the judgment will begin to

accumulate interest at the rate of 10% annually, beginning with the first day of any delinquency.

6. This Stipulated Judgment and Injunction will be recorded. Upon receipt of the full and complete payment of the entire amount owed, including any applicable interest and additional fees or penalties imposed, Plaintiffs will, upon request, file and record a partial Satisfaction of Judgment with respect to the monetary portion of this Judgment.

PERMANENT INJUNCTION

IT IS HEREBY FURTHER ORDERED that, upon entry of this Judgment, Defendant Algahim and his partners, officers, agents, servants, employees, and representatives, and all persons acting in concert or participating with him, are hereby enjoined and restrained, during the pendency of this injunction, from engaging in, committing, or performing, directly or indirectly, any and all of the following acts:

1. maintaining Azaal Market, also known as Barah market, located at 200 Leavenworth Street, San Francisco, California (the "Business") as a public nuisance due to the unlawful sale, storage, service or distribution of controlled substances at the Business, in violation of Health and Safety Code Section 11573; and

2. operating the Business from 12:00 a.m. to 7:00 a.m. every night.

IT IS FURTHER ORDERED that Defendant Algahim and his partners, officers, agents, servants, employees, and representatives, and all persons acting in concert or participating with him, shall be required during the pendency of this injunction to:

3. employ a uniformed and licensed security guard to patrol the Business during the hours of 8 p.m. to midnight, if operating during those hours, and halt all illegal activities thereon;

4. maintain operable at all times, a digital video security system that continuously films and records both the interior of the Business and its frontage; and

5. post and maintain signs on the front door and front gate, if any, to the Business and by the cash register stating:

> "THE OWNERS OF THIS STORE AND PROPERTY ARE UNDER COURT ORDER FOR MAINTAINING THIS PROPERTY AND BUSINESS IN VIOLATION OF THE CALIFORNIA HEALTH AND SAFETY CODE. ANY ILLEGAL SALE OF CONTROLLED SUBSTANCES IN OR AROUND THIS BUILDING COULD SUBJECT THE OWNERS TO CIVIL PENALTIES.

ANY QUESTIONS OR COMMENTS MAY BE ADDRESSED TO THE CITY ATTORNEY'S OFFICE AT 415-554-3914."

IT IS FURTHER ORDERED that:

6. this Permanent Injunction shall run for a term of two years from entry of this Order, unless otherwise renewed as herein provided;

7. the two-year term of this Permanent Injunction shall be renewed for an additional two years upon a finding by this Court that any of its non-monetary terms have been violated; and

8. should Plaintiffs prove to the Court through a noticed motion that this Permanent Injunction has not been effective in abating the violations of the California Drug Abatement Act at the Business, then Plaintiffs shall be entitled to a further Abatement Order, pursuant to Health and Safety Code Section 11579, closing the business for a period of one year from entry of the Order.

SO STIPULATED:

Dated:

DENNIS J. HERRERA
City Attorney
JERRY THREET
Deputy City Attorney

By:_____
JERRY THREET
Attorneys for Plaintiffs
CITY AND COUNTY OF SAN FRANCISCO AND PEOPLE OF THE STATE OF CALIFORNIA

Dated:

_____
DEFENDANT JABER A. ALGAHIM
Individually and d/b/a Azaal Market

Dated:

_____
JOSE LUIS FUENTES
Siegel & Yee
Attorney for Defendant Jaber A. Algahim

IT IS SO ORDERED:

Dated:

_____
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

I, MORRIS ALLEN, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On July 9, 2012, I served the following document(s):

NAME OF DOCUMENT

on the following persons at the locations specified:

Jose Luis Fuentes
Siegel & Yee
499 14th Street, Suite 220
Oakland, CA 94612

in the manner indicated below:

☐ **BY UNITED STATES MAIL**: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

☐ **BY PERSONAL SERVICE**: I sealed true and correct copies of the above documents in addressed envelope(s) and caused such envelope(s) to be delivered by hand at the above locations by a professional messenger service. **A declaration from the messenger who made the delivery** ☐ **is attached** or ☐ **will be filed separately with the court.**

☐ **BY OVERNIGHT DELIVERY**: I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and delivery by overnight courier service. I am readily familiar with the practices of the San Francisco City Attorney's Office for sending overnight deliveries. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be collected by a courier the same day.

☐ **BY FACSIMILE**: Based on a written agreement of the parties to accept service by fax, I transmitted true and correct copies of the above document(s) via a facsimile machine at telephone number Fax #' to the persons and the fax numbers listed above. The fax transmission was reported as complete and without error. The transmission report was properly issued by the transmitting facsimile machine, and **a copy of the transmission report** ☐ **is attached** or ☐ **will be filed separately with the court**.

☐ **BY ELECTRONIC SERVICE**: Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the person(s) at the electronic service address(es) listed above.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed July 9, 2012, at San Francisco, California.

_____
MORRIS ALLEN

ORIGINAL

DENNIS J. HERRERA, State Bar #139669
City Attorney
ALEX G. TSE, State Bar #152348
Chief Attorney
Neighborhood and Resident Safety Division
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Attorneys for Plaintiffs
CITY AND COUNTY OF SAN FRANCISCO AND
PEOPLE OF THE STATE OF CALIFORNIA

FILED
San Francisco County Superior Court
MAR 20 2012
CLERK OF THE COURT
BY: Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

CITY AND COUNTY OF SAN FRANCISCO, a Municipal Corporation, and the PEOPLE OF THE STATE OF CALIFORNIA, by and through Dennis J. Herrera, City Attorney for the City and County of San Francisco, Plaintiffs, vs. JABER A. ALGAHIM, an individual and DBA AZAAL MARKET, DOE 1 through DOE 50, Defendants.	Case No. CGC 12 517-726 **AMENDED ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION** Hearing Date: March 20, 2012 Hearing Judge: Kahn Time: 11:30 a.m. Place: Dept. 302 Date Action Filed: January 30, 2012 Trial Date: Not Yet Set

On March 20, 2012, the above-entitled case came regularly before this Court in Department 302, the Honorable Harold E. Kahn, presiding, for a status conference regarding the preliminary injunction issued by the Court on Mach 6, 2012. Plaintiffs were represented by DENNIS J. HERRERA, City Attorney, through JERRY THREET, Deputy City Attorney. Defendant JABER A. ALGAHIM was represented by JOSE LUIS FUENTES, of SIEGEL AND YEE.

Following a full hearing on Plaintiffs' Order to Show Cause re Preliminary Injunction, the Court on March 6, 2012 issued a preliminary injunction granting much of the relief requested by Plaintiffs, but reserving a decision on the issue of Defendant providing surveillance cameras, until after the parties could meet and confer on the issue at Defendant Algahim's business. The meet and confer was for the purpose of determining if camera's were already installed at the business and, if so, how many, and in what locations. In addition, the parties have called the attention of the Court to certain errors in the original order entered by the Court that needed to be corrected. The parties having met and conferred at the business on March 6, 2012, and reported their findings to the Court, the Court now amends its March 6, 2012 ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION.

The Court, having considered all of the papers on file in this action, the evidence presented at the hearing, and the written and oral arguments of counsel, and good cause appearing therefor,

THE COURT HEREBY grants in part, and denies in part Plaintiffs' Order To Show Cause Regarding Preliminary Injunction. All requested injunctive relief is granted except the request to prohibit sending certain money out of state. The requested relief regarding this provision is denied.

Plaintiffs have shown that they are likely to prevail on the merits of their drug abatement act claim and that both the public interest and the balance of hardships favors granting appropriately tailored preliminary injunctive relief. There is overwhelming evidence in the record of Defendant's violation of the Drug Abatement Act. All of defendant's arguments why injunctive relief should not be granted - including lack of evidence of defendant's violation of the drug abatement act and irreparable harm, discriminatory "prosecution," *laches* and unclean hands - lack merit. Defendant does not offer any argument against the scope of the requested injunctive relief other than the request to prohibit sending certain money out of state and provision of private security and surveillance equipment. Plaintiffs have not shown the need to prohibit sending money out of state is not supported by the evidence. The requested relief regarding private security and surveillance equipment is proper and is supported by the evidence.

IT IS THEREFORE ORDERED that, effective March 11, 2012, Defendants and their officers, agents, servants, employees, and representatives, and all persons acting in concert or

participating with them, are hereby enjoined and restrained during the pendency of this action from engaging in, committing, or performing, directly or indirectly, any and all of the following acts:

1. maintaining Azaal Market[1], located at 200 Leavenworth Street, San Francisco, California ("Business") as a public nuisance due to the unlawful sale, storage, service or distribution of controlled substances at the Business, in violation of Health and Safety Code Section 11573;

2. maintaining the Business as a public nuisance, as defined by Civil Code Sections 3479 and 3480, pursuant to Code of Civil Procedure Section 731; and

3. operating the Business from 12:00 a.m. to 7:00 a.m. every night.

IT IS FURTHER ORDERED that Defendants and their officers, agents, servants, employees, and representatives, and all persons acting in concert or participating with them, shall be required during the pendency of this action to:

4. employ a uniformed and licensed security guard to patrol the Business during the hours of 8 p.m. to midnight, if operating during those hours, and halt all illegal activities thereon;

5. ~~install, and keep~~ maintain operable at all times, a digital video security system that continuously films and records both the interior of the Business and its frontage, ~~and make available the recordings to the San Francisco Police Department and/or the City Attorneys' Office, upon demand~~; and

6. post and maintain signs on the front door and front gate, if any, to the Business and by the cash register stating:

> "THE OWNERS OF THIS STORE AND PROPERTY ARE UNDER COURT ORDER FOR MAINTAINING THIS PROPERTY AND BUSINESS IN VIOLATION OF THE CALIFORNIA HEALTH AND SAFETY CODE. ANY ILLEGAL SALE OF CONTROLLED SUBSTANCES IN OR AROUND THIS BUILDING COULD SUBJECT THE OWNERS TO CIVIL PENALTIES. ANY QUESTIONS OR COMMENTS MAY BE ADDRESSED TO THE CITY ATTORNEY'S OFFICE AT 415-554-3914."

[1] The Business has an exterior sign that reads "Barah Market". Consequently, the Business is also known in the community as "Barah Market".

IT IS FURTHER ORDERED that no undertaking need be provided by Plaintiffs, as provided by Code of Civil Procedure Section 529(b)(3).

IT IS SO ORDERED.

Dated: March 20, 2012

By: _____
Judge of the San Francisco Superior Court

HAROLD KAHN