



CITY ATTORNEY DENNIS HERRERA

NEWS RELEASE

FOR IMMEDIATE RELEASE
MONDAY, MARCH 5, 2012

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

Herrera secures court-ordered closure, \$80,000 penalty from Tenderloin market

Razan Deli one of two markets targeted for operating 'safe haven' for drug dealing, trafficking in stolen merchandise, violent incidents

SAN FRANCISCO (March 5, 2012)—A San Francisco Superior Court judge has approved a stipulated injunction between City Attorney Dennis Herrera and one of two Tenderloin markets targeted in litigation filed five weeks ago involving rampant illicit drug activity and trafficking in stolen merchandise. Under terms of the injunction approved by Judge Harold E. Kahn late this morning, Razan Deli will cease operation by April 1 and remain shuttered for a period of one year; pay civil penalties of \$80,000 plus interest to the City; and surrender to the San Francisco Police Department any controlled substances or drug paraphernalia on the premises. The market at 391 Ellis Street was the site of 118 calls for police service in 2011 alone, according to the complaint Herrera filed on Jan. 30, including emergency calls related to a shooting and multiple assaults.

“Razan Deli has been a magnet for drug-related nuisances and violence for too long, and I’m grateful to secure a court order that gives this neighborhood and its residents a measure of relief,” said Herrera. “This is a tough, enforceable injunction and civil penalty, and I hope it sends a strong message to other would-be scofflaws that there is a steep price to pay for lawlessness that threatens the health and safety of neighbors. I’m very appreciative for the great work of the San Francisco Police Department, under the leadership of Chief Greg Suhr, whose investigation enabled us to build a strong case against this establishment and the nearby market we continue to pursue.”

Another case Herrera filed the same day against Barah Market (also known as “Azaal Market”), at 200 Leavenworth Street, remains ongoing. The civil actions, which were announced at a joint news conference in the Tenderloin by Herrera and Police Chief Greg 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. Walid Abdelrahman et al.*, San Francisco Superior Court, Case No. 517-725. Additional information is available on the City Attorney’s Web site at the following URL: <http://www.sfcityattorney.org/>.

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COPY

1 DENNIS J. HERRERA, State Bar #139669
 City Attorney
 2 ALEX G. TSE, State Bar #152348
 Chief Attorney
 3 Neighborhood and Resident Safety Division
 JENNIFER E. CHOI, State Bar #184058
 4 JERRY THREET, State Bar #205983
 Deputy City Attorney
 5 Fox Plaza
 1390 Market Street, Sixth Floor
 6 San Francisco, California 94102-5408
 Telephone: (415) 554-3914
 7 Facsimile: (415) 437-4644
 E-Mail: jerry.threet@sfgov.org

ENDORSED
 FILED
 San Francisco County Superior Court

MAR - 5 2012

CLERK OF THE COURT
 BY: GINA GONZALES
 Deputy Clerk

9 Attorneys for Plaintiffs
 CITY AND COUNTY OF SAN FRANCISCO AND
 10 PEOPLE OF THE STATE OF CALIFORNIA

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 12 COUNTY OF SAN FRANCISCO
 13 UNLIMITED JURISDICTION

14 CITY AND COUNTY OF SAN
 15 FRANCISCO, a Municipal Corporation, and
 the PEOPLE OF THE STATE OF
 16 CALIFORNIA, by and through Dennis J.
 Herrera, City Attorney for the City and County
 17 of San Francisco,

18 Plaintiffs,

19 vs.

20 WALID ABDELRAHMAN, an individual and
 DBA RAZAN DELI AND GROCERY, DOE
 21 1 through DOE 50,

22 Defendants.

Case No. CGC 12 517-725

STIPULATED INJUNCTION

Date Action Filed: January 30, 2012
 Trial Date: Not Yet Set

23
 24 Pursuant to settlement by the parties, this Stipulated Injunction (the "Order" or "Injunction")
 25 was submitted to the above-captioned Court, the Honorable Harold E. Kahn, judge presiding.
 26 Plaintiffs, the City and County of San Francisco and the People of the State of California, ("Plaintiffs")
 27 were represented by their attorney, Dennis J. Herrera, City Attorney, appearing through Jennifer Choi,
 28

1 Deputy City Attorney. Defendants WALID ABDELRAHMAN, individually and d/b/a RAZAN DELI
2 AND GROCERY, were represented by their attorney, Taghi Astanehe.

3 Whenever the term "Defendants" is used in this Order, the term includes Defendants WALID
4 ABDELRAHMAN, individually and d/b/a RAZAN DELI AND GROCERY, as well as their agents,
5 servants, employees, representatives, assigns, tenants, and lessees, and all persons acting in concert or
6 participating with or on behalf of Defendants, with actual or constructive notice of this Order.

7 Plaintiffs and Defendants (the "Parties") agree and consent to entry of this Order by the Court
8 without a noticed motion, hearing, or trial. The Parties further agree that this Order shall be entered by
9 appearance of Plaintiff before the *Ex Parte* calendar of the Law and Motion Department of this Court
10 without objection by Defendants.

11 The Parties, having stipulated to the provisions set forth herein, the Court having reviewed the
12 provisions, the Parties having agreed to the issuance of this Order, and good cause appearing therefore,

13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

14 **A. Jurisdiction**

15 The Court issues this Order pursuant to its authority under California Health and Safety Code
16 Section 11573, California Business and Professions Code Section 17203 and California Civil Code
17 Sections 3491 and 3494. The Court expressly retains jurisdiction to modify this Order as the ends of
18 justice may require. The Court may hear and decide issues regarding the scope and effect of the
19 injunctive provisions, herein. Any party to this Order may apply to the Court at any time, after making
20 a reasonable effort to meet and confer with the other parties, for further orders and directions as may
21 be necessary or appropriate for the construction, application or carrying out of the injunctive
22 provisions, herein. The Court can modify any of the injunctive provisions hereof and take such further
23 action as may be necessary or appropriate to carry into effect the injunctive provisions hereof, and for
24 the punishment of violations of the same, if any.

1 **B. Authority**

2 Plaintiff has the authority under California law to maintain this action to protect the People of
3 the State of California and the City and County of San Francisco concerning the conduct alleged in the
4 Complaint.

5 **C. Application**

6 This case arises from Defendants' ownership, maintenance, operation and/or management of
7 Razan Deli and Grocery ("Razan") a commercial business located at 391 Ellis Street, Assessor's Block
8 0332, Lot 012, in the City and County of San Francisco, State of California (the "Property").

9 In the Complaint, Plaintiffs allege that Defendants own, operate, manage and/or maintain
10 Razan in violation of state law and as a public nuisance that substantially endangers the health, welfare
11 and safety of the neighbors and the public, in general. Specifically, Plaintiffs allege that Defendants
12 have jeopardized the health and safety of their customers, their neighbors, and the community at large,
13 by permitting Razan to be used for the sale of narcotics, facilitating the sale of narcotics at or around
14 Razan, selling narcotics paraphernalia at Razan, and buying and selling stolen property at Razan.
15 Defendants' unlawful activities have caused and contributed to an increased neighborhood presence of
16 illicit drug users, illicit drug dealers, and a panoply of general nuisance conditions related to the
17 ingestion and consumption of illicit drugs, particularly rock base cocaine ("crack"). By facilitating and
18 permitting the sale of narcotics at Razan, Defendants have maintained a nuisance at Razan, in violation
19 of California Health and Safety Code Sections 11570-11587. By causing or permitting repeated
20 violations of state and local laws at Razan, Defendants have engaged in unlawful and unfair business
21 practices in violation of California Business and Professions Code Sections 17200-17210. By
22 maintaining a public nuisance at Razan, Defendants are in violation of California Civil Code Sections
23 3479 and 3480.

24 Without admitting to any allegation against him, but in order to finalize this matter, Defendants
25 neither admit nor deny Plaintiffs' allegations and claims. Moreover, in an effort to come to a
26 negotiated resolution of all of the claims that have arisen in this action, Defendants agree to be bound
27 by a Stipulated Injunction and Stipulated Judgment. By reaching a settlement and agreeing to
28

1 injunctive terms and payment of civil penalties, Defendants are not admitting any wrongdoing or
2 making any admission of liability.

3 This Injunction's provisions are applicable to Defendants in connection with their ownership,
4 operation, management, and/or maintenance of Razan or any business in the City and County of San
5 Francisco engaged in the retail sale of food and tobacco products subject to the permit requirements
6 under San Francisco Health Code sections 1009.52-1009.53.

7 **INJUNCTION**

8 **D. General Provisions**

9 IT IS HEREBY ORDERED that Razan cease operation and close as of April 1, 2012, pursuant
10 to California Health and Safety Code Section 11581. Razan shall remain closed for one year, until
11 April 1, 2013. During this period of closure, Defendants are prohibited from operating a business
12 engaged in the sale of food and tobacco products subject to the permit requirements under San
13 Francisco Health Code sections 1009.52-1009.53 at this location.

14 IT IS HEREBY ORDERED that while Razan is in operation, or in the event that Defendants
15 own, operate, manage, or maintain any other business in the City and County of San Francisco
16 engaged in the retail sale of food and tobacco products subject to the permit requirements under San
17 Francisco Health Code sections 1009.52-1009.53, Defendants and any person who is acting in concert
18 or in participation with them, with actual or constructive notice of this Injunction, are hereby
19 permanently enjoined and restrained from:

20 1. maintaining Razan, or any other business engaged in the retail sale of food and tobacco
21 products subject to the permit requirements under San Francisco Health Code sections 1009.52-
22 1009.53 in the City and County of San Francisco, as a public nuisance stemming from illegal drug
23 activity, in violation of Health and Safety Code Section 11573;

24 2. engaging in unlawful business practices at Razan, or any other business engaged in the
25 retail sale of food and tobacco products subject to the permit requirements under San Francisco Health
26 Code sections 1009.52-1009.53 in the City and County of San Francisco, such as purchasing and
27 selling stolen property, in violation of Business and Professions Code Sections 17200-17210;

1 3. maintaining Razan, or any other business engaged in the retail sale of food and tobacco
2 products subject to the permit requirements under San Francisco Health Code sections 1009.52-
3 1009.53 in the City and County of San Francisco, as a public nuisance, as defined by Civil Code
4 Sections 3479 and 3480, pursuant to Code of Civil Procedure Section 731;

5 4. operating Razan from 8:00 p.m. to 8:00 a.m. every night;

6 5. spending, transferring, encumbering, or removing from California any money received
7 from Razan while Defendants have been, or continue to be, operating unfairly and unlawfully, as
8 alleged in the Complaint;

9 6. delivering, furnishing, transferring, possessing or manufacturing drug paraphernalia at
10 Razan, or any other business engaged in the retail sale of food and tobacco products subject to the
11 permit requirements under San Francisco Health Code sections 1009.52-1009.53 in the City and
12 County of San Francisco, in violation of California Health and Safety Code section 11364.7. In
13 enforcing Health and Safety Code section 11364.7, the term "controlled substance" as used in Health
14 and Safety Code section 11364.7 shall not include marijuana used for medical purposes as provided
15 for in Health and Safety Code section 11362.5. In addition, the term "drug paraphernalia" as used in
16 Health and Safety Code section 11364.7 shall not include devices or products intended to be used to
17 plant, propagate, cultivate, grow, harvest, compound, convert, produce, process, prepare, test, analyze,
18 pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body
19 marijuana for medical purposes as provided for in Health and Safety Code section 11362.5.

20 IT IS FURTHER ORDERED that in the operation of Razan, or any other business engaged in
21 the retail sale of food and tobacco products subject to the permit requirements under San Francisco
22 Health Code sections 1009.52-1009.53 in the City and County of San Francisco, Defendants shall do
23 the following:

24 7. employ a uniformed and licensed security guard during all hours of operation and halt
25 all illegal activities thereon;

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

4 9. post a copy of this Injunction in the plain view of any person operating the cash register
5 and within twelve (12) inches of any posted license or permit issued by the City and County of San
6 Francisco or by the State of California.

7 **E. Disposal Of Controlled Substances And Illegal Drug Paraphernalia**

8 IT IS FURTHER ORDERED that within twenty-four (24) hours of the signing of this Order,
9 Defendants shall surrender to the San Francisco Police Department any controlled substances (as
10 defined in California Health and Safety Code Sections 11007, 11054-11058) and drug paraphernalia
11 (as defined in Subsection D, paragraph 1 of this Injunction) at Razan, the sale of which would
12 constitute a violation of this Injunction.

13 **F. Inspection**

14 1. Defendants shall consent to unannounced and warrantless inspections by the San
15 Francisco Police Department ("SFPD") of any portion of Razan, or any other business owned,
16 operated, managed or maintained by Defendants in the City and County of San Francisco engaged in
17 the retail sale of food and tobacco products subject to the permit requirements under San Francisco
18 Health Code sections 1009.52-1009.53, to determine compliance with all applicable laws. Members
19 of the SFPD are authorized to search any and all parts of Razan, or any other business owned,
20 operated, managed or maintained by Defendants in the City and County of San Francisco engaged in
21 the retail sale of food and tobacco products subject to the permit requirements under San Francisco
22 Health Code sections 1009.52-1009.53, in which a controlled substance (as defined in California
23 Health and Safety Code Sections 11007, 11054-11058) or drug paraphernalia (as defined in
24 Subsection D, paragraph 1 of this Injunction) can be stored. This includes, but is not limited to,
25 drawers, cabinets, closets, storage bins, ATM machines, or any other type of container in which
26 controlled substances or drug paraphernalia can be stored. This also includes areas and containers not
27 accessible or open to the public. If any of the items subject to search are locked or inaccessible,

1 Defendants shall unlock the items or otherwise make them accessible upon demand. Any and all
2 controlled substances or drug paraphernalia discovered during an inspection shall be seized by the
3 inspecting agency and destroyed. Defendants' failure to allow such inspection to occur shall constitute
4 a violation of this Injunction.

5 2. Upon request by the CAO or the SFPD, Defendants shall provide copies of any and all
6 records relating to Defendants' compliance with this Order within five business days of the request.
7 Plaintiff shall have the option to conduct an examination under oath of any Defendant once during any
8 twelve (12) month period to question him or her about such records, upon notice in accordance with
9 the California Code of Civil Procedure. Defendants' failure to provide the information requested shall
10 constitute a violation of this Injunction.

11 **G. Other Provisions**

12 IT IS FURTHER ORDERED that Defendants shall otherwise comply with all requirements of
13 local and state codes governing their operation and maintenance of Razan or any other business
14 owned, operated, managed or maintained by Defendants in the City and County of San Francisco.

15 **H. Penalties**

16 The Parties have executed a Judgment, filed concurrently herewith, for \$80,000.00 in civil
17 penalties to settle this Action. Defendants consent to the entry of Judgment against them. The
18 Judgment amount will accumulate interest at the rate of 10% per annum from the date of entry of the
19 Judgment until the entire sum is paid. Payment shall be delivered to the City Attorney's Office, 1390
20 Market Street, Seventh Floor, San Francisco, CA 94102, attention: Jennifer Choi, Deputy City
21 Attorney. The payment shall be by cashier's check or money order made payable to: "City and
22 County of San Francisco."

23 **I. Enforcement**

24 1. A violation of this Order may constitute contempt of Court, as defined by California
25 Code of Civil Procedure Section 1209 and *Conn v. Superior Court of Los Angeles Court* (1987) 196
26 Cal.App.3d 774, 784. The terms of this Order may be enforced through a contempt proceeding, a
27 motion to enforce, or any other proceeding recognized by the Court for enforcement of an Injunction.

1 2. Defendants shall be liable for civil penalties of up to \$6,000 for each violation of this
2 Order, pursuant to California Business and Professions Code Section 17207, as determined by the
3 Court after notice and hearing.

4 3. Defendants shall also be liable for civil penalties of not less than \$500 nor more than
5 \$10,000 and/or by imprisonment in the county jail for not less than one month nor more than six
6 months, for each violation of this Order, pursuant to California Health and Safety Code Section 11580,
7 as determined by the Court after notice and hearing.

8 4. Each and every item of a controlled substance (as defined in California Health and
9 Safety Code Sections 11007, 11054-11058) or illegal drug paraphernalia (as defined in Subsection D,
10 paragraph 1 of this Injunction) found at Razan, or any other business owned, operated, managed or
11 maintained by Defendants in the City and County of San Francisco engaged in the retail sale of
12 tobacco products subject to the permit requirements under San Francisco Health Code sections
13 1009.52-1009.53, during the duration of the Injunction, shall constitute a separate violation of this
14 Order.

15 5. Any fines, penalties or other monetary relief specified in this paragraph shall be in
16 addition to any other relief, penalties, fees, fines, costs or sanctions that the Plaintiff is entitled to and
17 that the Court may Order as a matter of law or equity.

18 6. The Court expressly reserves jurisdiction to take such further action as may be
19 necessary or appropriate to carry into effect the provisions of this Order.

20 7. Plaintiff shall be entitled to recover all attorneys' fees and costs incurred in enforcement
21 of this Order and/or monitoring Defendants' compliance herewith.

22 **J. Notice To Subsequent Interest Holders**

23 Should Defendants sell, transfer, or assign all or part of Razan, Defendants shall:

24 1. Prior to the execution of the sale, transfer or assignment, give notice and provide a copy
25 of this Order to the potential new owner, transferee or assignee;

1 2. Require the new owner, transferee or assignee, as a condition of the sale, transfer or
2 assignment, to sign an Addendum to this Order and agree to be bound by it for the duration of the
3 Order. A copy of the Addendum is attached as Exhibit A to this Order.

4 **K. Effective Date And Term Of Injunction**

5 Unless otherwise stated, Defendants shall comply with the terms of this Injunction upon entry
6 by the Court. The terms of this Injunction shall be in effect for sixty (60) months from the date of
7 entry by the Court. If the Court finds that Defendants failed to comply with the terms of this
8 Injunction during the period when it is in effect, the Court can further extend the sixty month period to
9 ensure compliance with the terms of the Injunction.

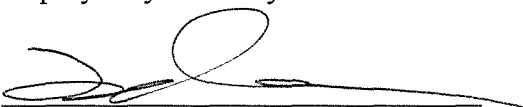
10 **L. No Waiver Of Rights To Enforce**

11 The failure of Plaintiffs to enforce any provision of this Injunction shall in no way be deemed a
12 waiver of such provision or in any way affect the validity of either the Injunction or the Judgment.
13 The failure of Plaintiffs to enforce any such provision shall not preclude Plaintiffs from later enforcing
14 the same or any other provision of the Injunction or the Judgment. No oral advice, guidance,
15 suggestion or comments by Plaintiffs' employees or officials regarding matters covered in the
16 Injunction or the Judgment shall be construed to relieve Defendants of their obligations.

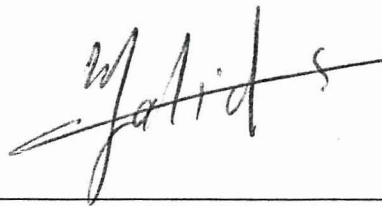
17 IT IS SO STIPULATED:

18 Dated: 3/2/12

DENNIS J. HERRERA
City Attorney
ALEX G. TSE
Chief Attorney
Neighborhood and Resident Safety Division
JENNIFER CHOI
JERRY THREET
Deputy City Attorneys

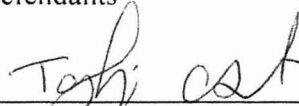
23
24 By: 
25 JENNIFER CHOI
26 Attorneys for Plaintiffs
27 CITY AND COUNTY OF SAN FRANCISCO and
28 PEOPLE OF THE STATE OF CALIFORNIA

1 Dated: 3-2-12



2 WALID ABDELRAHMAN, individually and d/b/a
3 RAZAN DELI AND GROCERY
4 Defendants

5 Dated: 3-2-2012



6 TAGHI ASTANEHE
7 Attorney for Defendant

8 IT IS SO ORDERED:

9 Dated: MAR - 5 2012

10 **HAROLD KAHN**

11 HAROLD E. KAHN
12 JUDGE OF THE SUPERIOR COURT

13 *CCSF, et al., v. Abdelrahman, et al.,*
14 San Francisco Superior Court No. CGC 12 517-725

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1 DENNIS J. HERRERA, State Bar #139669
City Attorney
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3 Neighborhood and Resident Safety Division
JENNIFER E. CHOI, State Bar #184058
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6 San Francisco, California 94102-5408
Telephone: (415) 554-3914
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E-Mail: jerry.threet@sfgov.org
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ENDORSED
FILED
San Francisco County Superior Court

MAR - 5 2012

CLERK OF THE COURT
BY: GINA GONZALES
Deputy Clerk

9 Attorneys for Plaintiffs
CITY AND COUNTY OF SAN FRANCISCO AND
10 PEOPLE OF THE STATE OF CALIFORNIA

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN FRANCISCO
13 UNLIMITED JURISDICTION

14 CITY AND COUNTY OF SAN
15 FRANCISCO, a Municipal Corporation, and
the PEOPLE OF THE STATE OF
16 CALIFORNIA, by and through Dennis J.
Herrera, City Attorney for the City and County
17 of San Francisco,

Case No. CGC 12 517-725

STIPULATED JUDGMENT FOR CIVIL
PENALTIES

18 Plaintiffs,

19 vs.

20 WALID ABDELRAHMAN, an individual and
DBA RAZAN DELI AND GROCERY, DOE
21 1 through DOE 50,

22 Defendants.

23
24 This Stipulated Judgment ("Judgment") was presented before the above-captioned Court, the
25 Honorable Harold E. Kahn, presiding. Plaintiffs CITY AND COUNTY OF SAN FRANCISCO and
26 PEOPLE OF THE STATE OF CALIFORNIA ("Plaintiffs"), were represented by their attorney,
27 DENNIS J. HERRERA, City Attorney, appearing through Jennifer E. Choi and Jerry Threet, Deputy
28

1 City Attorneys. Defendants WALID ABDELRAHMAN, individually and d/b/a RAZAN DELI AND
2 GROCERY ("Defendants") were represented by their attorney Taghi Astanehe.

3 Plaintiffs and Defendants ("Parties") consent to entry of this Stipulated Judgment as a
4 Judgment of the Court without a noticed motion, hearing or trial. The Parties agree that the
5 obligations arising out of this Judgment shall rest with Defendants who are agreeing to be bound by
6 this Judgment, jointly and severally. By reaching a settlement and agreeing to stipulate to this
7 Judgment, Defendants are not making any admission of liability or wrongdoing.

8 Defendants having stipulated to the provisions set forth herein, the Court having reviewed the
9 provisions, the Parties having agreed to the issuance of this Judgment, and good cause appearing
10 therefor,

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

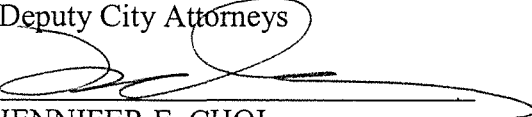
12 1. That pursuant to California Business and Professions Code Sections 17200-17210,
13 Defendants pay a Judgment in the amount of \$80,000.00 in civil penalties plus all applicable interest
14 as provided by Code of Civil Procedure Sections 685.010 and 685.020, to Plaintiff City and County of
15 San Francisco.

16 2. Upon receipt of the full and complete payment or satisfaction of the obligation,
17 Plaintiffs will, upon request, file and record a Satisfaction of Judgment with respect to this monetary
18 judgment only.

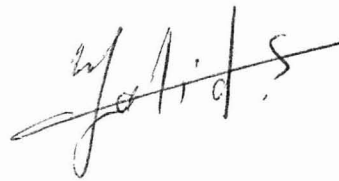
19 IT IS SO STIPULATED:

20 Dated: 3/2/12

DENNIS J. HERRERA
City Attorney
ALEX G. TSE
Chief Attorney
Neighborhood and Resident Safety Division
JENNIFER E. CHOI
JERRY THREET
Deputy City Attorneys

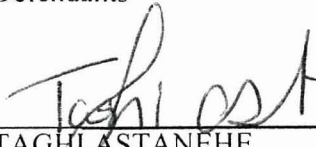
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24
25 By: 
26 JENNIFER E. CHOI
27 Attorneys for Plaintiffs
28 CITY AND COUNTY OF SAN FRANCISCO and
PEOPLE OF THE STATE OF CALIFORNIA

1 Dated: 3-2-12



WALID ABDELRAHMAN, individually and d/b/a
RAZAN DELI AND GROCERY
Defendants

2
3
4
5 Dated: 3-2-2012



TAGHI ASTANEHE
Attorney for Defendants

6
7 IT IS SO ORDERED:

8
9 Dated: MAR - 5 2012

HAROLD KAHN

HAROLD E. KAHN
JUDGE OF THE SUPERIOR COURT

10
11 *CCSF, et al., v. Abdelrahman, et al.,*
San Francisco Superior Court No. CGC 12 517-725