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

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN FRANCISCO
14 UNLIMITED JURISDICTION
15

16 CITY AND COUNTY OF SAN
FRANCISCO, a Municipal Corporation, and
17 the PEOPLE OF THE STATE OF
CALIFORNIA, by and through DENNIS J.
18 HERRERA, City Attorney for the CITY AND
COUNTY OF SAN FRANCISCO,

19
20 Plaintiffs,
21 vs.

22 ANNE KIHAGI aka ANNA KIHAGI aka
ANNA SWAIN aka ANNE KIHAGI SWAIN
23 aka ANNA KIHAGI SWAIN, JULIA
MWANGI aka JULIA MUNENE,
24 CHRISTINE MWANGI aka CHRISTINA
MWANGI aka CHRISTINE JOHNSON,
25 XELAN PROP 1, LLC, RENKA PROP, LLC,
NOZARI 2, LLC, ZORIAL, LLC, and DOE
26 ONE THROUGH DOE FIFTY,

27 Defendants.
28

Case No. CGC-15-546152

DECLARATION OF SHEILA HEMBURY IN
SUPPORT OF PRELIMINARY INJUNCTION
WITH EXHIBITS A THROUGH C

Hearing Date: December 23, 2015
Hearing Judge: Hon. Ronald E. Quidachay
Time: 9:30 a.m.
Place: Dept. 501
Date Action Filed: June 4, 2015
Trial Date: Not Yet Set

1 I, Sheila Hembury, declare as follows:

2 1. I have personal knowledge of the following facts except those stated on information
3 and belief. As to those facts, I believe them to be true. If called upon to testify, I could and would
4 testify competently to the contents of this Declaration.

5 2. I am currently 67 years old, and am currently disabled from a broken elbow that
6 needs additional surgery in December, 2015. . I run an adult day health program for seniors and
7 people with disabilities in the Bayview District of San Francisco, called Bayview Hunters' Point
8 Multipurpose Senior Services. I also teach social work part-time at San Francisco State University
9 and California State University, East Bay.

10 3. For 22 years, since 1993, I have continuously been a tenant of 1139A Guerrero
11 Street, San Francisco, California (hereinafter, "1139A Guerrero"), a two-bedroom, one-bathroom,
12 rent-controlled apartment. I live with my husband, Leonard Johnson, Jr., who is a 72-year-old
13 grandfather, and who is a retired ironworker with Local 377 and a former U.S. Army Corporal. He
14 is also disabled. We pay \$1228.37 per month in rent. When we first moved in, there were five of
15 us in the apartment: me, Leonard, and Leonard's sons Lawrence and Leonard, and Leonard's son
16 Troy, who was a college student but who also stayed with us when he was on school breaks. This
17 multi-unit residential apartment building is located at Guerrero and Elizabeth Streets in San
18 Francisco's Mission District.

19 4. It is my understanding that Defendant ANNE KIHAGI aka ANNA KIHAGI aka
20 ANNA SWAIN aka ANNE KIHAGI SWAIN aka ANNA KIHAGI SWAIN ("KIHAGI") purchased
21 the property at 1135-1139 Guerrero Street on June 13, 2014, through her entity, Defendant RENKA
22 PROP, LLC ("RENKA"). Following the acquisition of our building, Defendant KIHAGI began a
23 campaign of harassment, intimidation and retaliation against us.

24 5. I have reviewed the declaration of my husband, Leonard Johnson, Jr., submitted in
25 support of Plaintiffs' Order To Show Cause re: Preliminary Injunction, which describes his and our
26 experiences with Defendant KIHAGI since June 2014, when she and her agents purchased 1135-
27 1139 Guerrero Street. My husband's declaration accurately recounts the events described therein
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1 that I was a witness to or participant in as I remember them, and if called upon to testify, I could and
2 would testify competently to the events described in my husband's declaration to which I was a
3 witness and participant.

4 6. In addition to the harassment described in my husband's declaration, on or about
5 July 15, 2014, at about the same time as we received the House Rules, Defendant KIHAGI sent a
6 letter to me and Leonard, and it is my understanding that the letter was also sent to the other tenants
7 of 1135-1139 Guerrero, notifying us that we could no longer store any items on our back porch as
8 we had been accustomed. A true and correct copy of the letter is attached hereto as **Exhibit A**.
9 This constituted a material change to the terms of our tenancy, as our lease presumes we have the
10 right to store items there and only prohibits the storage of "flammable" or other dangerous
11 materials. This material change to the terms of our tenancy is an inconvenience to us, as our
12 apartment does not have a lot of storage space, and we used the back porch to store some tools and
13 other items in plastic containers such as photographs and old cassette tapes and CDs.

14 7. Defendant KIHAGI also made an unauthorized entry into our apartment on
15 September 3, 2014. Defendant KIHAGI had posted a notice to enter on our front door, which listed
16 two different dates and time frames in which she intended to enter our apartment to perform a repair
17 to a window ledge. I called Defendant KIHAGI and told her I not available for part of one of the
18 two dates listed on the notice, but told Defendant KIHAGI I would be home and available for the
19 rest of that date and on the other date, September 3, 2014, for her and her workers to come and
20 perform repairs. I waited at home for the entire period of time stated in the notice on September 3
21 and at home for the window on the other day that I said I would be available, but Defendant
22 KIHAGI and her workers did not come on either day. I left my apartment, and posted a note on the
23 front door telling Defendant KIHAGI "I waited all Friday afternoon and today for you to come.
24 Please arrange a day next week when we can be at home. Thanks for not entering." A true and
25 correct copy of the note I posted on the door is attached hereto as **Exhibit B**.

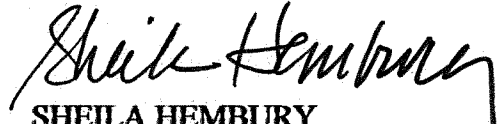
26 8. When I returned home later that evening, I immediately could tell that someone had
27 been inside my unit. Our front door was double locked, when I had not locked the deadbolt upon
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1 leaving my apartment. I also noticed that both bedroom doors in my unit were left open, when I had
2 closed them before leaving. I made a contemporaneous note of both findings on the back of the
3 note that I posted to my front door. A true and correct copy of my notes is attached hereto as
4 Exhibit C. I was shocked and disturbed that Defendant KIHAGI and her agents would enter my
5 unit without proper notice and without authorization.

6 To this day, I continue to feel harassed and retaliated against by Defendant KIHAGI and her
7 agents. The experiences in dealing with Defendant KIHAGI and her agents has caused me constant
8 stress and anxiety. Every day I am fearful that Defendant KIHAGI will harass me and enter my
9 apartment without notice. She has sued us for a "nuisance" eviction which is untrue, and we are
10 currently engaged in a jury trial to stay in our home.

11 I declare under penalty of perjury that the foregoing is true and correct. Executed in
12 San Francisco, California.

13
14 DATED: October 30, 2015

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SHEILA HEMBURY
Current tenant of 1139A Guerrero Street

1 **PROOF OF SERVICE**

2 I, MORRIS ALLEN, declare as follows:

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

6 On December 1, 2015, I served the following document(s):

7 **DECLARATION OF SHEILA HEMBURY IN SUPPORT OF PRELIMINARY
8 INJUNCTION WITH EXHIBITS A THROUGH C**

9 on the following persons at the locations specified:

10 Aleksandr A. Volkov, Esq.
11 211 Gough Street, Suite 116
12 San Francisco, CA 94102
13 E-mail: alex@volff.com

14 Julie N. Nong, Esq.
15 NT Law
16 2600 W. Olive Avenue, Fifth Floor #647
17 Burbank, CA 91505
18 E-mail: julienong@ntlawgroup.com
19 VIA ELECTRONIC SERVICE

20 VIA PERSONAL DELIVERY AND
21 ELECTRONIC SERVICE

22 in the manner indicated below:

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

27 **BY OVERNIGHT DELIVERY:** I sealed true and correct copies of the above documents in addressed
28 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 ELECTRONIC MAIL: Based on a court order or an agreement of the parties to accept electronic
service, I caused the documents to be served electronically through File & ServeXpress in portable document
format ("PDF") Adobe Acrobat.

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

Executed December 1, 2015, at San Francisco, California.


MORRIS ALLEN

INDEX TO EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	Letter from Renka Prop LLC to All Tenants re Notice of Nuisance Correction required in next 3 days dated July 15, 2014
B	Handwritten note to Renco Workers dated 9/3 11:00
C	Handwritten note Door double locked 7:00 dated 9/3

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EXHIBIT A

RENKA PROP LLC

584 Castro Street, #199
San Francisco, CA 94114
(415)691-1264

July 15, 2014

ALL TENANTS

1135-1139A Guerrero Street
San Francisco, CA 94114

Notice of Nuisance Correction required in next 3 days

Dear Tenant(s),

We visited the property earlier in the month with our insurance company for tour of the safety concerns. We also got similar observations from a City Inspection which further confirms our concerns. Below are the issues that require immediate attention.

1. On all staircases next to the water heaters, all of you have boxes and other storage materials that could easily combust and cause fire to the building. This area of the property cannot be used for any storage purposes. We need you to remove all items boxes, bicycles, surf clothes and gear and anything else that is on the area within the next 3 days. We will be fined if at the end of that period all the stairs are not clean. Such fines can be levied against you as well as used as basis for eviction.
2. All storage and other items in the lower level of the house near the trash area. We noticed several bicycles that appear to be abandoned in this area. If you intended for these to be trash, you need to contact 311 for bulky pickup. We have distributed a set of House Rules that all tenants have to abide by. Most of your leases have the same requirements in regards to health and sanitary conduct. This area is not a storage space to be used by anyone in the building.
3. All storage and BBQ items and such in the rear of the building need to be immediately removed. There is no room for any combustible items on the premises. Your designated cooking area is in your kitchen. Anything left in this area whether boxes, old dirty chairs, and such will be discarded at the end of the 3 days.

The general upkeep of the property has to improve. We will scheduling unit visit to see what other sanitary concerns need to be remedied inside your units as both the interior and exterior of the unit should be kept in a sanitary manner.

Sincerely,



Note: Management's failure to require compliance with conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Management/Landlord or such condition or right. Management's / Landlord's acceptance of the rent with knowledge of default under agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Management's / Landlord's rights with respect to that or any subsequent right. It is further agreed between the parties that payment of rent at any time shall not be a waiver to any Unlawful Detainer action unless Management in writing specifically acknowledges that this constitutes a waiver to the Unlawful Detainer action.

RENKA PROP LLC

584 Castro Street, #199
San Francisco, CA 94114
(415)691-1264

July 15, 2014

ALL TENANTS

1135-1139A Guerrero Street
San Francisco, CA 94114

Notice of Nuisance Correction required in next 3 days

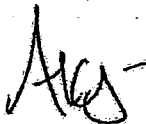
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Items as trash since 1993.

EXHIBIT B

11:00
9/3

Reulco workers:

I waited all Friday
afternoon and today for
you to come. Please
arrange a day next week
when we can be at home.

Thank for not entering.

EXHIBIT C

7:00
9/3

Door double locked
Both bedroom doors open.
(Work to be done in K,
Bath + hall.)