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Attorney for Plaintiffs
Fatima Abdelrahman, Nadia Abdulrahman
Natalina Kantieko, and Idzai Mubaiwa

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

FATIMA ABDELRAHMAN, an individual;
NADIA ABDULRAHMAN, an individual;
NATALINA KANTIEKO, an individual, and;
IDZAI MUBAIWA, an individual,

Plaintiffs,

vs.

CITY HEIGHTS COMMUNITY
DEVELOPMENT CORPORATION, a
California Non-Profit Corporation; and;
DOES 1-50, inclusive,

Defendants.

Case Number: 37-2024-00027594-CU-OR-CTL
37-2024-00010272-CL-MC-CTL (consolidated)

Assigned for All Purposes to:

*Hon. Katherine A. Bacal
Department 63*

**SECOND AMENDED COMPLAINT FOR
DECLARATORY RELIEF, EQUITABLE
RELIEF, AND DAMAGES**

I. INTRODUCTION

1. Through this action Plaintiffs FATIMA ABDELRAHMAN, NADIA
ABDULRAHMAN, NATALINA KANTIEKO and IDZAI MUBAIWA (collectively
“Plaintiffs”) seek to ensure that they and all farmers have unrestricted access to the community

1 garden commonly known as the New Roots Farm located at 5326 Chollas Parkway North, San
2 Diego, CA 92105. (Hereinafter the “Farm” or “property”)

3 2. Defendant CITY HEIGHTS COMMUNITY DEVELOPMENT
4 CORPORATION (City Heights CDC or CHCDC) has forcefully ejected farmers, imposing
5 restrictive rules, locked the property, and hired a security guard to intimidate and harass
6 Plaintiffs (and all farmers), despite having no ownership interest in the property, and no
7 agreement with the City of San Diego to manage the Farm.

8 3. Since on or about January of 2020, City Heights CDC has been fraudulently
9 demanding farmers sign agreements and pay rent and/or fees for farming at the New Roots
10 Farm, despite having no legal authority for making such demands. Refusal to comply with
11 their demands resulted in the farmers’ ejectment from the Farm, loss of access to crops and loss
12 of months of hard work.

13 4. City Heights CDC used Plaintiff Abdelrahman’s name, likeness, and personal
14 story as a refugee for such fundraising efforts, without permission.

15 5. City Heights CDC used Plaintiff Mubaiwa’s name, likeness and personal story
16 for fundraising efforts without her permission.

17 6. In 2023, after Plaintiffs discovered that the City Heights CDC lacked authority
18 to manage the property, City Heights CDC began to create arbitrary rules such as requiring
19 farmers to request permission from City Heights CDC to invite guests on the property, 60 days
20 notice to host events, enforcing a purported code of conduct designed to prevent criticism of
21 the City Heights CDC, and creating hours of operation for the farm (10 a.m. to 7:00 p.m.). For
22 the prior 14 years, New Roots Farm operated without substantial conflict or major incidents
23 despite operating without anything but the most basic rules and was open from sunrise to
24 sunset. New rules and policies were created after City Heights CDC learned that farmers were
25 attempting to organize for self-governance. It is alleged on information and belief that such
26 rules were created and imposed in an attempt to intimidate farmers and create a justification for
27 ejecting Plaintiffs (Mubaiwa excepted) from the New Roots Farm. Plaintiffs allege that City
28 Heights CDC has no authority to create and impose rules on the Farm.

1 7. Plaintiffs plots, like all plots on the Farm, are fenced to delineate the boundary
2 of the plots. Plaintiffs Abdelrahman has leased/possessed plots at the New Roots Farm since
3 2009; Plaintiff Abdulrhman has leased/possessed plots at the New Roots Farm since 2013 or
4 2014; and Plaintiff Mubaiwa has leased/possessed plots at the New Roots Farm since 2009;
5 Plaintiff Kantieko has leased/possessed plots at the New Roots Farm since 2021.

6 8. Defendant City Heights CDC has sought to eject and dispossess Plaintiff
7 Abdelrahman from her farm plots, through: (a). filing a complaint for trespass and declaratory
8 relief (*City Heights Community Development Corporation v. Fatima Abdelrahman and Sahar*
9 *Abdalla*, SD Sup. Court Case No. 37-2024-00008170-CL-MC-CTL); (b) forcibly ejecting
10 Plaintiff using self-help, which is currently being challenged (*Abdelrahman v. City Heights*
11 *Community Development Corporation*, SD Superior Court Case No. 37-2024-00010272-CL-
12 MC-CTL), and; (c) filing a complaint to quiet title for the property where the New Roots Farm
13 is located based on adverse possession, which has now been dismissed without prejudice. (*City*
14 *Heights Community Development Corporation v. Hubner Building Company et. al.*, SD Sup.
15 Court Case No. 37-2024-00009788-CU-OR-CTL.)

16 9. Plaintiffs Abdalrahman, Abdulrahman and Kantieko were forcefully evicted on
17 January 21, 2024.

18 10. Plaintiff Mubaiwa signed a new lease under duress, after the other Plaintiffs
19 were threatened with eviction, despite the fraudulent nature of the lease, and seeks rescission
20 and/ or damages for negligence.

21 11. On March 12, 2024, the court granted Abdelrahman's ex parte application
22 for a TRO prohibiting the CHCDC from interfering with access to her farming plots, or
23 seedlings in the greenhouse. CHCDC agreed to allow Abdulrahman and Kantieko back on
24 the property on April 17, 2024. The court granted the Preliminary Injunction on April 19,
25 2024.

26 12. Plaintiffs allege that all claims of legal possession, custody, control or
27 ownership made by the City Heights Community Development Corporation whether by
28

1 contract or adverse possession constitute fraud on the court, and are devoid of factual basis.
2 Plaintiffs allege that CHCDC is a stranger to the land and has no cognizable legal interest.
3

4 **II. JURISDICTION AND VENUE**

5 13. Venue is proper in San Diego Superior Court in that the property at issue, the
6 Plaintiff and Defendant are all located in the City of San Diego.

7 14. This case should be classified as unlimited civil in that the collective damages
8 sought exceed \$75,001.
9

10 **III. THE PARTIES**

11 15. Plaintiffs Fatima Abdelrahman, Nadia Abdulrahman and Natalina Kantioko are
12 all refugees who fled the genocide and ethnic cleansing in Sudan with their families. Plaintiff
13 Idzai Mubaiwa fled the conflict in Zimbabwe and was granted asylum in United States.

14 16. Plaintiff Abdelrahman started working at the New Roots Farm at its inception
15 in 2008, helping to prepare the ground for farming. In 2009, she was granted plots for farming.
16 She has been continuously farming her plots since 2009. Approximately 90% of her daily
17 sustenance is derived from the crops that she grows at the Farm.

18 17. Plaintiff Idzai Mubaiwa has possessed farm plots since 2009 via
19 lease/agreement and volunteers regularly to maintain the Farm. Mubaiwa sells her produce at
20 farmer markets and relies on the validity of the lease to maintain her certified producers permit.

21 18. Plaintiff Nadia Abdulrahman has possessed her farming plots via agreement
22 with the IRC since 2013 or 2014. A substantial amount of her family's sustenance is supported
23 by the crops she grows at the Farm.

24 19. Plaintiff Natalina Kantioko has possessed her farming plots since 2021, but has
25 been volunteering at the Farm since on or about 2014, which is a pre-requisite for obtaining a
26 plot at the farm.

27 20. Defendant City Heights Community Development Corporation is a California
28 Non-Profit Corporation that generally works low-income housing.

1 21. DOES 1 through 50 are currently unknown to Plaintiffs. It is alleged on
2 information and belief that DOES 1 through 50 are principles, affiliates, subsidiaries,
3 employees or agents of the City Heights Community Development Corporation and are in
4 some way responsible for the damages that have been caused to Plaintiffs. Plaintiffs will seek
5 to add such defendants when their names, capacities and actions are discovered by Plaintiffs.
6

7 **IV. PERMIT HISTORY OF THE NEW ROOTS FARM**
8

9 22. The New Roots Farm is a community garden located at what is commonly
10 known as 5326 Chollas Parkway North, San Diego, CA 92105.

11 23. It is alleged on information and belief that in 2007, the International Rescue
12 Committee (IRC) applied for and received a Neighborhood Use Permit and Site Development
13 Permit. On November 1, 2008, the City and IRC entered into a Use and Occupancy Permit
14 (2008 Agreement), by which the City purported to license the site to the IRC for the purpose of
15 developing and operating the Farm.

16 24. Upon information and belief, the 2008 Agreement between the IRC and City of
17 San Diego, expired in 2011 and there does not appear to have been any extension granted.

18 25. In or about December 2019, the CHCDC signed a non-binding MOU with the
19 IRC to assume management of the Farm. Such MOU expressly required the IRC to assist the
20 CHCDC in obtaining land-use permits to continue to manage the farm. The IRC does not
21 appear to have signed such MOU.

22 26. It is alleged on information and belief that the CHCDC failed to diligently seek
23 renewal of any type of site development permit or agreement with the City of San Diego to
24 manage the farm.

25 27. It is alleged on information and belief that, despite the lack of authority,
26 Defendant CHCDC asserts that since 2020, the farmers are its tenants on the Farm.
27
28

V. THE DISPUTE

28. In 2008 or early 2009, Plaintiff Abelrahman began volunteering at the New Roots Farm, spending countless hours clearing the land, removing rocks, pulling weeds, erecting fences, and preparing the soil for planting.

29. As part of the agreement to be a member of the New Roots Farm, Plaintiffs were required to volunteer approximately 8 hours a month at the farm. Plaintiff commonly volunteered far in excess of 8 hours for the benefit of the farm. Over the years, Plaintiffs helped develop the paths, convert a chick coop into a tea garden, and erected the greenhouse. On many of these activities, Plaintiffs' families would assist as well.

30. Abdelrahman was allotted her first plot in 2009. Plaintiff Abdelrahman currently possess three farming plots. One is about 300 square feet and two smaller plots about 200 square feet each. Approximately 90% of her food comes directly from her plots.

31. Plaintiff Nadia Abdulrahman was able to obtain a plot in 2013 or 2014. Her experience is similar to Plaintiffs Abdelrahman. She has volunteered countless hours on the farm, helping to weed, build structures and maintain paths.

32. Plaintiff Natalina Kantioko has been volunteering at New Roots Farm since 2014. Volunteering at the farm is a pre-requisite to obtaining a plot. In 2021, she finally was able to acquire a farming plot at New Roots Farm.

33. Plaintiff Idzai Mubaiwa obtained a plot in 2009. She has been in continuous possession of her plots since that time and has invested extensive time and labor into the development of the land including clearing the land, removing rocks, pulling weeds, erecting fences, and preparing the soil for planting.

34. In 2020, the CHCDC began financially "managing" the New Roots Farm. Prior to 2020, the IRC had Plaintiffs Fatima Abdelrahman, Nadia Abdulrahman, and Natalina Kantioko sign what appeared to be a simple agreement that was entirely on one page. CHCDC appeared to continued this tradition, providing a signature page that included the amount of the lease and a basic fee schedule. The documents were always in English and Plaintiffs Fatima

1 Abdelrahman, Nadia Abdulrahman, and Natalina Kantieko solely received, reviewed and
2 signed a one-page document which listed their annual “farm fee”.

3 35. In September 2023, Abdelrahman began pursuing growers permit from the City
4 of San Diego in order to sell produce at an event the New Roots Farm was planning. As part of
5 the application, Abdelrahman was informed that she had to provide a copy of a “lease”. She
6 inquired whether she had a lease with the CHCDC, and if so, requested a copy. On September
7 23, 2023, an employee of CHCDC emailed Abdelrahman an unsigned “lease”. Her signature
8 page was in a separate document.

9 36. With the help of her daughter translating, Abdelrahman learned that the lease
10 included a waiver of liability and also an agreement granting the right for CHCDC to use her
11 image and likeness and that of her family members, as well has her family’s story.
12 Abdelrahman had never previously seen the lease. A copy of her lease, which Plaintiff alleges
13 to be fraudulent, is attached as Exhibit 1.

14 37. On October 5, 2023, in a zoom meeting with Alexis Villanueva, the CEO of
15 CHCDC and Natasha Salgado an employee of the CHCDC, Defendant disclosed that the
16 “lease” CHCDC was operating under had lapsed.

17 38. Plaintiff and other farmers began asking questions – what the lapsed lease would
18 mean for the farm, how CHCDC became involved, whether CHCDC held insurance for the
19 farm, and how grants and donations received by CHCDC on behalf of the farmers had been
20 spent.

21 39. Farmers began circulating a petition for self-governance and nonprofit
22 formation to get a lease directly from the City of San Diego. By October 28, 2023, that petition
23 was signed by 21 farmers and their family members.

24 40. On or about October 28, 2023, CHCDC held a meeting at the farm. At the
25 meeting, a CHCDC representative told farmers that the lease/license (using it interchangeably)
26 had expired 4-5 years prior. The CHCDC also told farmers that it would be getting a permanent
27 lease with the City for New Roots Farm, but that this would take some time. CHCDC also
28 produced an incomprehensible accounting of money it received on behalf of New Roots

1 Farmers and then spent and/or converted. Such accounting was clearly erroneous or
2 fraudulent.

3 41. From October 28, 2023, to the present, Plaintiff Abdelrahman and other farmers
4 repeatedly requested that CHCDC explain and provide evidence that it had the authority to
5 manage and operate the New Roots Farm.

6 42. On November 3, 2023, through her daughter Sahar Abdalla, Abdelrahman sent
7 the CHCDC a cease and desist email demanding that it cease pressuring farmers to sign leases
8 with the CHCDC for 2024.

9 43. In response, from November 4, 2023 to the present, Defendant City Heights
10 CDC has: (1) made threatening statements to Fatima Abdelrahman including repeated
11 accusations that she is in “violation” of a farm’s conduct policy (including on November 4,
12 2023, November 22, 2023, and December 1, 2023); (2) served notices threatening charges of
13 criminal trespass should she refuse to surrender possession of her plots to CHCDC; (3) falsely
14 claimed that CHCDC had a letter of agency with the police for the farm and that Abdelrahman
15 is trespassing on their property; (4) accused Abdelrahman of theft, vandalism, and trespass, or
16 inciting such unlawful actions; (5) attempted to have Abdelrahman arrested, and; (6) its agents
17 assaulted and battered Fatima Abdelrahman to compel her to leave the Farm and abandon her
18 Plots. All of the foregoing conduct was carried out by the CHCDC to coerce and intimidate
19 Plaintiffs into surrendering possession of their Plots to CHCDC outside the judicial process and
20 to bar Plaintiffs from accessing their plots.

21 44. On January 17, 2024, through their attorney, CHCDC demanded Abdelrahman
22 surrender her keys to the New Roots Farm and vacate the premises by January 20, 2024. The
23 notice also claimed that failure to comply with the instructions would be treated as criminal
24 trespass. A true and correct copy of such letter is attached as Exhibit 2

25 45. It is alleged on information and belief that on or about January 20, 2024,
26 CHCDC posted similar “Plot Agreement Non-Renewal Notice” at the New Roots Farm for
27 four other farmers, including Plaintiff Abdulrahman, and Kantioko demanding they vacate the
28

1 farm by January 20, 2024 or face criminal prosecution for trespass. The “Plot Agreement Non-
2 Renewal Notices” are attached as Exhibit 3.

3 46. On January 21, 2024, when Plaintiffs Abdelrahman, Abdulrahman, Kantioko,
4 and other farmers showed up at the Farm, they found the front gate to the Farm chained shut,
5 fastened with a lock, which they could not open. On that date, a potluck and cleanup had been
6 planned with friends and guests. Upon learning that the farmers were locked out, Plaintiffs
7 Abdelrahman, Abdulrahman, Kantioko, and other members of the community were outraged
8 and began to make signs in protest against the lockout.

9 47. On January 21, 2024, several farmers unsuccessfully attempted to unlock the
10 gate using their access code. At approximately 1 p.m. a man, who was not any of the Plaintiffs,
11 cut the chain to provide reentry for the farmers. Plaintiffs Abdelrahman and Kantioko entered
12 into the Farm at that time.

13 48. Several minutes later, as Plaintiff Abdelrahman approached the greenhouse to
14 access her seedlings, the security guard hired by CHCDC agent battered her, by grabbing her
15 arm, and physically barring her from accessing the greenhouse where Plaintiffs personal
16 property was held, then assaulted her by pulling out a can of mace and pointing it in her
17 direction.

18 49. Upon information and belief, soon thereafter CHCDC and/or its agent called the
19 police, falsely claiming that Plaintiffs and others were trespassing on CHCDC’s property.

20 50. Out of fear of being arrested and/or battered and assaulted again, Plaintiffs
21 Abdelrahman and Kantioko were forced to exit the Farm.

22 51. On January 24, 2024, Plaintiff Abdelrahman attempted to access her Plots
23 through the front gate of the Farm. CHCDC’s agents forcibly barred Abdelrahman from
24 accessing the farm stating, “You are not welcome here[] because you do not have a signed
25 lease with the CDC[] I’m telling you, you do not have permission to come in. I have a letter of
26 agency with the police department. You are not welcome here.” Abdelrahman’s daughter
27 asked, whether “You have a letter of agency from the police department?” CHCDC’s agent
28 yelled at her, “Can you see it?” - holding up what he represented to her to be an active letter of

1 agency with the San Diego Police Department for the Farm. Thereafter, CHCDC called the San
2 Diego Police Department, again, and informed them that Plaintiff was not allowed on the
3 premises as she had “not renewed her contract” with CHCDC.

4 52. Plaintiff Abdelrahman, fearful of being battered and assaulted, stayed outside
5 the gate.

6 53. Police records from January 24, 2024, demonstrate that the “letter of agency” on
7 file with the Police Department is for a private residence across the street from the Farm and
8 not for the Farm.

9 54. On January 25, 2024, CHCDC served Plaintiff Abdelrahman with a document
10 entitled, “Notice of Belief of Abandonment and Right to Reclaim Personal Property on Behalf
11 of Fatima Abdelrahman.” In this notice, CHCDC states that, “Fatima Abdelrahman, [is] a
12 tenant (as defined by law to the New Roots Community Garden (the “Property”), located at
13 5340 Chollas Parkway North, San Diego, California, 92105.” To intimidate Plaintiffs from
14 attempting to reenter the Farm and her Plots, this notice claims that Plaintiffs “engaged in
15 trespass, vandalism, and theft at the Property.” It is alleged on information and belief that this
16 notice has been circulated to other farmers and the public.

17 55. On February 12, 2024, in response to inquiries from Plaintiff Abdelrahman’s
18 daughter and other members of the community, City Attorney Mara Elliot issued an opinion
19 letter stating: 1. The 2008 license held by the IRC was never renewed or extended; 2. the City
20 of San Diego did not have an agreement with the CHCDC to manage the New Roots Farm,
21 and; 3. the 2008 agreement with the IRC may not be valid because the City of San Diego does
22 not appear to own the land upon which the Farm is located. A true and correct copy of such
23 letter is attached as Exhibit 4.

24 56. On February 14, 2024, Plaintiff Abdelrahman, through her attorney, served
25 CHCDC by email and certified mail with a Five Day Notice to Quit Forcible Detainer. A true
26 and correct copy of such notice is attached as Exhibit 5.

27 57. In response, on February 14, 2024, Defendant CHCDC served a letter on
28 Abdelrahman threatening to sue Plaintiff for defamation, and stating, “CHCDC will not be

surrendering possession of nor restoring any access of any property to Ms. Abdelrahman [...]
Please advise Ms. Abdelrahman not to contact CHCDC staff members or security, or approach
the CHCDC Garden premises for any reason.” A true and correct copy of such letter is
attached as Exhibit 6.

58. On March 14, 2024, after having been deprived of access to their plots for
almost a month, Plaintiffs Abdulrahman and Kantieko, through their attorney, sent a Five Day
Notice to Quit Forcible Detainer. True and correct copies of such letters are attached as
Exhibit 7. Such notices were not responded to.

59. On March 12, 2024, Department 67 of the San Diego Superior Court, Judge
Smyth presiding, granted a TRO prohibiting the CHCDC from blocking Plaintiff Fatima
Abdelrahman’s (or any of her family) from accessing her plots. A preliminary injunction was
issued on April 19, 2024.

60. On March 17, 2024, shortly before the Preliminary Injunction hearing, under
threat of suit, CHCDC finally permitted Plaintiffs Abdulrahman and Kantieko back on the farm
without requiring they sign plot agreements.

61. Plaintiffs found their crops to have been destroyed and unsalvageable due to
neglect, plots overgrown by weeds, their farming tools missing, seedlings missing, and their
every movement monitored, and often filmed by a grumpy security guard who has publicly
expressed his distaste of immigrants.

**FIRST CAUSE OF ACTION
DECLARATORY RELIEF
(ALL PLAINTIFFS V. CHCDC)**

62. Plaintiffs re-allege all previous paragraphs as if fully set forth herein.

63. A current controversy exists between the parties in that Plaintiff allege that
Plaintiff City Heights Community Development Corporation has no legally cognizable rights in
the New Roots Farm, either through agreement or ownership, and therefore cannot:

- 1 a) Demand that farmers sign leases or plot agreements to obtain
2 access to the Farm;
3 b) Eject farmers;
4 c) Control access to the Farm;
5 d) Dictate rules for the Farm or farmers;
6

7 64. It is alleged on information and belief that Defendant City Heights Community
8 Development Corporation claims that it has authority to control the Farm and demand that
9 Plaintiffs sign leases, comply with rules it has arbitrarily imposed and eject those that are
10 unwilling to comply with its demands.

11 65. A judicial declaration of the rights of the parties is necessary to avoid a
12 multiplicity of lawsuits.

13 66. Plaintiffs seek a judicial declaration that the City Heights Community
14 Development Corporation has no ownership interest in the property and no legal authority to:
15 a. control the property b. demand compliance with CHCDC rules; c. charge rent and/or; d.
16 demand that the Plaintiffs and similarly situated farmers sign leases or plot agreements with
17 City Heights Community Development Corporation.
18

19 **SECOND CAUSE OF ACTION**
20 **UNLAWFUL EVICTION**
21 **(ABDELRAHMAN, ABDULRAHMAN AND KANTIEKO V. CITY HEIGHTS**
22 **COMMUNITY DEVELOPMENT CORPORATION)**

23 67. Plaintiffs re-allege all previous paragraphs as if fully set forth.

24 68. Plaintiffs are the possessor of farming plots located on the New Roots Farm and
25 on January 20, 2024, were in actual peaceful possession of such real property. Plaintiff
26 Abdelrahman had possessed plots at the New Roots Farm for more than 14 years. Plaintiff
27 Abdulrahman had possessed plots at the New Roots Farm for more than 10 years. Plaintiff
28 Kantieko had possessed her plots for approximately 3 years. At no point did any of the

1 Plaintiffs voluntarily surrender possession of the property. A copy of the lease with CHCDC,
2 which Plaintiffs allege is fraudulent, is attached as Exhibit 1.

3 69. The CHCDC claims that Plaintiffs' leases expired on December 31, 2023.
4 However, CHCDC is not a landlord for the farm and has no possessory rights to the Farm. To
5 the extent that the CHCDC believed that it was legally serving as a landlord, it was required to
6 institute an unlawful detainer action and not engage in self-help by locking Plaintiffs out of the
7 Farm and taking possession of the plots, plants and Plaintiffs' tools by force.

8 70. CHCDC knows that immigrants, including the Plaintiffs herein, have a limited
9 grasp of English, have a limited knowledge of the laws of the State of California and court
10 system, and have a huge fear that arrest will impact their immigration status. Threatening
11 Plaintiffs with arrest for trespassing, particularly when CHCDC knows that it has no legal
12 authority to compel arrest is extreme and outrageous.

13 71. It is alleged on information and belief that on January 20, 2024, when Plaintiffs
14 were away from the New Roots Farm, without the consent and against the will of Plaintiffs, the
15 CHCDC completed its unlawful entry to the property, changed the locks and took possession of
16 Plaintiffs' plots without a court order.

17 72. The CHCDC, without right so to do, took possession of said real property and
18 from January 21, 2024 and kept possession of said real property unlawfully and by actual force,
19 menace, and threats of violence. The CHCDC, by and through its agents, attempted to have
20 Plaintiffs arrested and threatened both violence and arrest if Plaintiffs entered the Farm again.

21 73. The CHCDC knew that it did not have the right to engage in self-help, has no
22 standing to evict Plaintiffs and also knew that such action would cause irreparable harm and
23 cruel and unjust hardship to Plaintiffs, but nevertheless acted with malicious and fraudulent
24 intent, and in conscious disregard of Plaintiffs' rights in forcibly locking them out and
25 preventing them from accessing their farming Plots.

26 74. On February 14, 2024, Plaintiff Abdelrahman served, by Email and Certified
27 Mail, a demand on CHCDC to surrender possession of Plaintiffs Plots, but the CHCDC
28

1 refused to surrender possession of said real property, or any part thereof. A true and correct
2 copy of said demand is attached hereto as Exhibit 5.

3 75. On March 14, 2024, Plaintiff Abdulrahman and Kantieko served, by Email and
4 Certified Mail, a demand on CHCDC to surrender possession of Plaintiffs' Plots, but the
5 CHCDC refused to surrender possession of said real property, or any part thereof. A true and
6 correct copy of such demand is attached as Exhibit 7

7 76. It was only after the court granted a temporary restraining order prohibiting
8 Defendant from interfering with Abdelrahman's access to her plots, were Plaintiffs allowed
9 back on the Farm.

10 77. As a direct and proximate consequence of the acts of Defendant, Plaintiffs
11 sustained damages as follows: Loss of enjoyment of property, monetary damages including
12 damages to her crops, and replacement loss, and intentional infliction of emotional distress.
13 Abdelrahman also suffered damages as a result of assault and battery.

14 78. Defendant's actions were done with malice and oppression in conscious
15 disregard to Plaintiffs' rights in that Defendant knew it has no legal right to control the Farm,
16 but ejected Plaintiffs with force to not only punish Plaintiffs but also to intimidate the
17 remaining farmers into signing plot agreements. Defendant intentionally targeted immigrants
18 with limited understanding of English, limited understanding of the legal system and limited
19 resources with the intent to intimidate Plaintiffs and other farmers into foregoing their legal
20 rights.

21 79. Plaintiffs are entitled to punitive damages in an amount sufficient to make an
22 example of Defendant.

23
24 **THIRD CAUSE OF ACTION**
25 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
26 **(ABDELRAHMAN, ABDULRAHMAN AND KANTIEKO V. CITY HEIGHTS**
COMMUNITY DEVELOPMENT CORPORATION)

27 80. Plaintiffs re-allege and re-incorporate all previous paragraphs as if fully set forth
28 herein.

1 81. In or around October 2023, City Heights Community Development Corporation
2 became aware that Plaintiffs sought to organize the farmers and negotiate their own lease with
3 the City of San Diego.

4 82. City Heights Community Development Corporation knew that it had no legal
5 authority to evict farmers or demand that farmers sign leases.

6 83. CHCDC knew that the farmers, including Plaintiffs had as much right as anyone
7 else to seek to organize the farmers, help the farmers self-govern, and help the farmers
8 negotiate a lease with the City of San Diego.

9 84. CHCDC is also fully aware that the vast majority of the New Roots Farm is
10 occupied by immigrants with limited understanding of English, limited understanding of the
11 laws of the United States and are of limited resources.

12 85. CHCDC is also fully aware that immigrants are fearful of the police and
13 authority, and are terrified that arrest will affect their immigration status.

14 86. CHCDC is also fully aware that the Farm provides an important source of food
15 to the farmers, and was directly informed of how important Abdelrahman's plots were for her
16 health and sustenance, and the sustenance of her family. Many of the foods that the Plaintiffs
17 grow are a critical source of food with cultural and religious significance that are difficult to
18 replace.

19 87. Despite knowing that it had no legal authority, CHCDC sought and continues to
20 seek to intimidate the farmers to maintain control of the New Roots Farm, while at the same
21 time it seeks to use its political connections to somehow obtain a license, lease or agreement
22 from the City of San Diego to continue to manage the New Roots Farm.

23 88. As part of its illegal campaign to maintain control of the New Roots Farm, it
24 illegally evicted Plaintiffs, despite being informed ahead of time by multiple attorneys that such
25 actions were unlawful.

26 89. The CHCDC threatened and in fact sought to have Plaintiffs arrested for
27 trespassing despite knowing and being informed that it had no legal basis for arresting
28

1 Plaintiffs and despite knowing that the threat of arrest and arrest would cause extreme mental
2 distress on Plaintiffs

3 90. CHCDC threatened and then unlawfully evicted Plaintiffs despite knowing the
4 unlawful nature of the actions, the irreparable harm to the crops that would result, and the
5 extreme emotional distress that it would cause to Plaintiffs.

6 91. CHCDC also knowingly defamed Abdelrahman and published false and
7 defamatory statements claiming that Abdelrahman engaged in theft, vandalism, trespass and
8 incited violence at the farm. CHCDC knew that there was no factual basis for such claims, but
9 nonetheless sought to defame Abdelrahman as part of its campaign of intimidation against not
10 only Abdelrahman, but all the farmers.

11 92. Such false statements were made both orally and in writing.

12 93. It is alleged on information and belief that the CHCDC repeated the claims that
13 Abdelrahman was engaged in theft and vandalism at the Farm even after the Court granted a
14 temporary restraining order.

15 94. CHCDC's actions were outrageous and extreme. Such actions were intended to
16 and did cause extreme emotional distress on Abdelrahman, Abdulrahman and Kantioko.

17 95. Plaintiffs are entitled to general and specific damages for the intentional
18 infliction of emotional distress in an amount to be proven at trial.

19 96. CHCDC acted with fraud, malice and oppression. CHCDC actions were
20 despicable, cruel and unjust, in conscious disregard for the legal rights of Abdelrahman,
21 Abdulrahman and Kantioko.

22 97. Plaintiffs are entitled to punitive damages in an amount to make an example out
23 of CHCDC and discourage similar actions in the future.

24
25 **FOURTH CAUSE OF ACTION**
26 **VIOLATION OF THE BANE ACT**
27 **(ALL PLAINTIFFS V. CITY HEIGHTS COMMUNITY DEVELOPMENT**
28 **CORPORATION.)**

98. Plaintiffs re-allege all previous paragraphs as if fully set forth herein.

1 99. California Civil Code section 52.1 (the Bane Act) prohibits any person from
2 interfering or attempting to interfere with another person’s exercise or enjoyment of his or her
3 constitutional or statutory rights by threats, intimidation, or coercion.

4 100. Defendant City Heights Community Development lacks any legal authority to
5 control or manage the New Roots Farm.

6 101. Defendant City Heights Community Development Corporation lacks the
7 authority to exclude the public from the Farm.

8 102. Plaintiffs alleges that the City Heights Community Development Corporation
9 lacks the legal authority to enforce rules on the Farm;

10 103. Plaintiffs alleges, upon information and belief, that upon learning that Plaintiffs
11 sought to organize the farmers for self-governance, City Heights Community Development
12 Corporation developed a plan to remove Plaintiffs from the farm.

13 104. Defendants CHCDC created new rules intended to limit and track organizing
14 and free speech activities. For example, on or about December 1, 2023, CHCDC issued an
15 Official New Roots Garden memo that stated, “No farmer is authorized to invite any member
16 of the public into the New Roots Garden space without City Heights CDC express written
17 consent.” It also required that all organized events (not limited to clean-ups and community
18 events) be expressly approved in writing by the CHCDC. It is alleged on information and
19 belief that such rules were created with the intention of chilling Plaintiffs’ Constitutional rights
20 to organize and engage in free speech activities.

21 105. Defendants removed announcements, posters and other free speech materials
22 placed on the New Roots Farm intended to promote Plaintiffs’ advocacy for self-governance of
23 the Farm, despite having no authority to control the bulletin board. Among other free speech
24 messages, Defendant removed flyers announcing a cleanup and potluck at the farm scheduled
25 for January 21, 2024.

26 106. On or about January 20th or 21st, Defendant locked the gate of the Farm and
27 posted a security guard at the New Roots Farm.
28

1 107. On January 21, 2024, Plaintiffs Abdelrahman, Abdulrahman, and Kantieko
2 found that the gate was locked. It is alleged on information and belief that the locking of the
3 gate was intended to prevent Plaintiffs, volunteer and activists from holding a cleanup and
4 potluck. It is also alleged on information and belief that CHCDC intended to prevent
5 organizing efforts and prevent Plaintiffs from communicating with other Farmers that the
6 CHCDC lacked the authority to manage or control the property.

7 108. The locking of the farm prevented Plaintiffs Abdelrahman, Abdulrahman and
8 Kantieko from entering the farm in the morning for their planned potluck and cleanup.
9 CHCDC has no legal authority to prevent Plaintiffs from entering the Farm.

10 109. Plaintiff Kantieko had to leave for work before accessing the farm, and was
11 therefore deprived of being able to attend the assembly at the Farm, and was therefore deprived
12 of her right to assemble and right to freedom of speech at the Farm.

13 110. Plaintiff Abdulrahman was too intimidated by the locked gate, the security
14 guard and the threats of the security guard to enter onto the Farm and therefore was deprived of
15 her right to assemble and freedom of speech at the Farm.

16 111. Plaintiff Abdelrahman was threatened with pepper spray by the security guard
17 hired by the CHCDC and was assaulted and battered by the security guard when she entered
18 the farm. The security guard threatened to have Fatima Abdelrahman and other members of
19 the community arrested for trespassing and called the police. Plaintiff Abdelrahman was
20 deprived of her right to assemble and freedom of speech.

21 112. When the police arrived, they ordered the activists, including Fatima
22 Abdelrahman to disperse. It is alleged on information and belief that such order was requested
23 by CHCDC or the security guard at the request of CHCDC.

24 113. It is alleged on information and belief that CHCDC locked all the farmers out of
25 the farm for approximately four days to prevent any further free speech activities.

26 114. It is alleged on information and belief that the CHCDC refused to allow Fatima
27 Abdelrahman, and other Plaintiffs (Mubaiwa excepted) back on the property with the intent to
28

1 prevent them from talking to other farmers and to prevent Plaintiff from organizing a
2 democratic, farmer governed organization to negotiate a new lease.

3 115. Even after Mara Elliot confirmed that the CHCDC had no legal authority to
4 manage or control the farm, the CHCDC refused to allow Fatima Abdelrahman back on the
5 farm, to prevent Plaintiff from talking to other farmers and explaining that the CHCDC did not
6 have right to manage or otherwise control the New Roots Farm.

7 116. Even after the court issued a TRO prohibiting defendant from interfering with
8 Plaintiff Abdelrahman's access to the Farm, CHCDC continued to engage in tactics designed to
9 limit and chill freedom of expression, including having the security guard video whenever
10 Plaintiffs sought to talk to other farmers.

11 117. It is alleged on information and belief that the security guard was hired to
12 intimidate the farmers and Plaintiffs and to prevent further organizing efforts at the Farm.

13 118. Such coercion, intimidation, and threats were designed to and did, in fact, chill
14 Plaintiffs' freedom of expression and organizing efforts.

15 119. Defendant's actions also prevented Plaintiff Idzai Mubaiwa from inviting
16 volunteers onto the property to plant, cleanup, and harvest crops as she had done for many
17 years prior to the new rules designed to quash free speech activities.

18 120. Defendant's actions were in contravention to Plaintiffs' right to assembly and
19 freedom of expression under the First Amendment of the U.S. Constitution and Article I,
20 Sections 2 and 3 of the California Constitution.

21 121. Defendant's actions were the proximate cause of Plaintiffs' pain and suffering
22 including emotional distress, in an amount to be proven at trial.

23 122. Defendants' actions caused economic harm to Plaintiff Mubaiwa.

24 123. Plaintiffs are entitled to treble damages in an amount proven at trial, or, in the
25 alternative, a minimum of \$4,000 per incident per violation of her Constitutional, statutory and
26 common law rights

27 124. Defendant's actions were perpetrated with fraud, oppression and in conscious
28 disregard for Plaintiffs' rights entitling Plaintiffs to exemplary and punitive damages.

1 125. Defendant's actions are ongoing, in that it refuses to rescind the rule against
2 Plaintiff bringing volunteers or activities on to the Farm without prior notice to the CHCDC in
3 derivation to Plaintiff's Constitutional rights.

4 126. The deprivation of Constitutional rights creates irreparable harm to Plaintiffs,
5 entitling them to injunctive relief under Code of Civil Procedure section 52.1.

6 127. Plaintiff is entitled to attorney fees for bringing this action.

7
8 **FIFTH CAUSE OF ACTION**
9 **UNFAIR BUSINESS PRACTICES ACT**
10 **(ALL PLAINTIFFS V. CITY HEIGHTS COMMUNITY DEVELOPMENT**
11 **CORPORATION)**

12 128. Plaintiffs re-allege all previous paragraphs as if fully set forth herein;

13 129. It is alleged on information and belief that there are approximately 70 farmers
14 currently possess plots at the New Roots Farm.

15 130. It is alleged on information and belief that the agreement between the
16 International Rescue Committee and the City of San Diego to develop and manage the New
17 Roots Farm expired in or about December 2011.

18 131. It is alleged on information and belief that the City of San Diego has not granted
19 any extensions to the agreement to develop and manage the Farm.

20 132. In or about January 2020, the City Heights Community Development
21 Corporation allegedly assumed financial management activities over the farm.

22 133. The City Height Community Development Corporation knew or, in the exercise
23 of due diligence, should have known that the agreement between IRC and City of San Diego
24 had expired in 2011 and that no extensions had been granted.

25 134. It is alleged on information and belief that had the CHCDC sought prior written
26 consent from the City of San Diego of the assignment of the agreement between the IRC and
27 the City of San Diego, it would have learned about the lack of any extensions.

1 135. Since January 1, 2020, despite that the CHCDC knew or should have known
2 that it had no authority to manage the Farm, it demanded that Plaintiffs sign plot agreements
3 and pay money to CHCDC.

4 136. Despite being directly informed by the City of San Diego that there was no
5 current agreement to manage the Farm, CHCDC continues to advertise and assert that it is the
6 manager of the New Roots Farm, has authority to manage the farm, demand that farmers sign
7 leases and collect money from farmers and donors based on such knowingly false statements in
8 violation of Business and Professions Code §§ 17200, 17500.

9 137. Plaintiffs have been directly injured by the false statements in that they paid
10 money to CHCDC for leases that were invalid and unenforceable.

11 138. Plaintiffs are entitled to restitution of all moneys that they have paid to the
12 CHCDC, with exception of funds sent to utilities from June 1, 2020 to present.

13 139. The farmers are entitled to injunctive relief preventing the CHCDC from
14 demanding farmers sign leases/plot agreements or collecting money from farmers pursuant to
15 any plot agreement under the threat of eviction.

16
17 **SIXTH CAUSE OF ACTION**
18 **FRAUD**
19 **(ALL PLAINTIFFS V. CITY HEIGHTS COMMUNITY**
20 **DEVELOPMENT CORPORATION)**

21 140. Plaintiffs re-allege all previous paragraphs as if fully set forth herein.

22 141. On December 18, 2020, the CHCDC signed a Memorandum of Understanding,
23 outlining the transfer of management activities for the New Roots Farm, which states, among
24 other terms:

25 “3.4 Subject to the necessity and IRC availability, IRC will endeavor to support
26 CHCDC in communications and advocacy with the City of San Diego regarding
27 CHCDC application for land use permits for the Garden”
28

1 142. Based on such statement, it is alleged on information and belief, that the
2 International Rescue Committee specifically informed the CHCDC of the need to obtain new
3 permits and an agreement with the City of San Diego to continue to manage the Farm.

4 143. Despite being informed of the need to “apply[] for land use permits” in the
5 MOU, it is alleged on information and belief that between January 1, 2020 to October of 2023,
6 CHCDC failed to apply for land use permits for the New Roots Farm or otherwise enter into an
7 agreement with the City of San Diego providing it authority to manage the New Roots Farm.

8 144. Despite the lack of reasonable belief in its authority to manage the Farm,
9 CHCDC issued leases/agreements for farming plots.

10 145. CHCDC representatives, including, but not limited to Anastasia Brewster and
11 Natasha Salgado acted in a manner as if they had the authority to issue leases and manage the
12 farm, including, demanding signatures on plot agreements, collecting the payment of plot fees,
13 scheduling and holding meetings, claiming to be able to organize events sanctioned by the City
14 of San Diego and other actions indicative of the power to control the farm.

15 146. CHCDC’s statements were false.

16 147. Plaintiffs reasonably believed CHCDC’s claim that it had authority to manage
17 the Farm.

18 148. Based on CHCDC’s statements, Plaintiffs Abdelrahman, Abdulrahman and
19 Kantieko paid money to CHCDC from 2020 to 2023.

20 149. Based on CHCDC’s statements, Plaintiff Mubaiwa, paid money to CHCDC
21 from 2020 to 2024.

22 150. CHCDC’s false claims directly damaged Plaintiffs by causing them to give
23 money to the CHCDC to which the CHCDC was not entitled.

24 151. Even after the CHCDC was directly informed that it had no agreement with the
25 City to manage the Farm, the CHCDC continue to claim that it had authority to manage the
26 Farm.

27 152. Plaintiffs were damaged in an amount to be determined at trial.
28

1 153. Plaintiffs are entitled to punitive damages in that the CHCDC's actions were
2 done with malice, and with the intent to oppress and defraud Plaintiffs.

3
4 **SEVENTH CAUSE OF ACTION**
5 **RECISSION BASED ON INTRINSIC AND EXTRINSIC FRAUD**
6 **(ABDELRAHMAN, ABDULRAHMAN AND KATIEKO V. CITY HEIGHTS**
7 **COMMUNITY DEVELOPMENT CORPORATION)**

8 154. Plaintiffs re-allege all previous paragraphs as if fully set forth herein.

9 155. When the Intentional Rescue Committee was managing the farm, the farmers
10 signed a single page for their plots to help defray the costs of utilities such as water and power.

11 156. Such practice appeared to continue when CHCDC allegedly assumed
12 management of the Farm.

13 157. In or about September 2023, Plaintiff Abdelrahman asked for a copy of her
14 lease. She was provided two documents in response. One was the single page that she signed.
15 The second document was an 8 page document entitled "2023 New Roots Community Farm
16 Plot Agreement" (2023 Plot Agreement) that included a number of objectionable terms,
17 including allegedly granting CHCDC the right to use her name, images and likeness and story,
18 as well as the names, images and stories of her family without any compensation.

19 158. None of the Plaintiffs had seen or been provided a translation of such document
20 prior to signing the single page portion of the 2023 Plot Agreement in October of 2022, nor
21 were they informed of the contents.

22 159. Had the 2023 Plot agreement been properly translated into their native language
23 prior to signature, Plaintiffs would have withheld their signatures.

24 160. Plaintiffs allege that the 2023 Plot Agreements are fraudulent in multiple ways,
25 in that they signed documents without knowing its contents.

26 161. Plaintiffs are entitled to rescission of the 2023 Plot Agreements based on both
27 intrinsic and extrinsic fraud.
28

1 162. Plaintiff Fatima Adbdelrahman is entitled to damages for the improper use of
2 her image, in an amount to be determined at trial.

3
4 **EIGHTH CAUSE OF ACTION**
5 **RESCISSION BASED ON DURESS**
6 **(MUBAIWA V. CITY HEIGHTS COMMUNITY DEVELOPMENT**
 CORPORATION)

7 163. Plaintiff Mubaiwa re-alleges all previous paragraphs as if fully set forth herein.

8 164. Plaintiff Mubaiwa signed a lease agreement for her farming plot(s) for 2024,
9 based on CHCDC's demands.

10 165. Mubaiwa was fully aware the CHCDC sought to eject Plaintiff Abdelrahman
11 and others, primarily based on Abdelrahman's questioning CHCDC's authority to manage the
12 property.

13 166. It is alleged on information and belief that the CHCDC published its dispute
14 with Abdelrahman and the other Plaintiffs to specifically intimidate and coerce the farmers into
15 signing the leases and not question the authority of CHCDC to manage the property.

16 167. Plaintiff Mubaiwa sells her crops as a significant source of supplemental
17 income. Based on the threats to eject the other Plaintiffs, Mubaiwa believed that she had no
18 choice but to sign the lease despite no longer believing that CHCDC had the authority to
19 manage the property.

20 168. CHCDC knows that most of the farmers, including Mubaiwa, are immigrants
21 with an imperfect grasp of English and are fearful of the police and authority. In particular,
22 CHCDC knows that immigrants are fearful that arrests may impact their immigration status.

23 169. As a result of the threat to unlawfully evict farmers, coupled with the threat to
24 arrest anyone who came onto the property without signing a lease, the plot agreements are the
25 result of coercion and duress and not valid agreements signed on an individual's free will.

26 170. Plaintiff Mubaiwa seeks to rescind the agreement, including all waivers and
27 releases incorporated into the plot agreement, based on unlawful coercion and duress and for a
28 restitution of all funds paid.

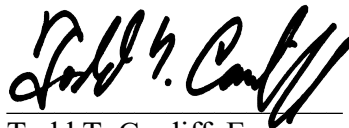
1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiffs pray as follows:

- 3 1. For a judicial declaration that City Heights Community Development
4 Corporation has no ownership interest and no legal authority to:
- 5 a. control or manage the New Roots Farm;
 - 6 b. demand compliance with rules;
 - 7 c. charge rent;
 - 8 d. demand that the Plaintiffs and similarly situated farmers sign leases or plot
9 agreements with City Heights Community Development Corporation;
- 10 2. For injunctive relief prohibiting City Heights Community Development
11 Corporation, and anyone working in concert with them, from denying Plaintiffs and their
12 invitees from access to their plots or other areas of the New Roots Farm;
- 13 3. For rescission of all agreements between Plaintiffs and City Heights Community
14 Development Corporation;
- 15 4. For general and special damages in excess of \$75,001 in an amount to be proven
16 at trial;
- 17 5. For treble damages or \$4,000 minimum for each violation of the Bane Act;
- 18 6. For punitive damages;
- 19 7. For attorney's fees pursuant to statute or contract or common benefit;
- 20 8. For costs of suit incurred, and;
- 21 9. For such other and further relief as the court deems proper in the interest of
22 justice and equity.

23 DATE: 11/15/2024

LAW OFFICE OF TODD T. CARDIFF, APLC

24 

25 Todd T. Cardiff, Esq.
26 Attorney for Plaintiffs
27 Fatima Abdelrahman
28 Nadia Abdulrahman
Natalina Kantieko
Idzai Mubaiwa

1 **VERIFICATION**

2

3 I, Fatima Abdelrahman, declare that I have reviewed the above Second Amended

4 Complaint for Declaratory Relief, Equitable Relief and Damages. I declare under penalty of

5 perjury that the statements in the Second Amended Complaint for Declaratory Relief, Equitable

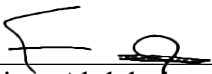
6 Relief and Damages applicable to my claims are true of my own knowledge, except for

7 statements made on information and belief, and as to such statements, I believe them to be true.

8 Executed this 18 day of November, 2024 in the County of San Diego, California.

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12 Fatima Abdelrahman

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NADIA ABDULRAHMAN
NADIA ABDULRAHMAN (Nov 18, 2024 12:02 PST)
Nadia Abdulrahman

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Natalina Kantieko
Natalina Kantieko

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VERIFICATION

I, Idzai Mubaiwa, declare that I have reviewed the Second Amended Complaint for Declaratory Relief, Equitable Relief and Damages. I declare under penalty of perjury that the statements in the Second Amended Complaint for Declaratory Relief, Equitable Relief and Damages applicable to my claims are true of my own knowledge, except for statements made on information and belief, and as to such statements, I believe them to be true. Executed this 18th day of November, 2024 in the County of San Diego, California.

I. Mubaiwa
Idzai Mubaiwa



2023 New Roots Community Farm Plot Agreement

5326 Chollas Parkway North, San Diego 92105 (New Roots)

Term: This New Roots Community Farm Plot Agreement (“Agreement”) between City Heights Community Development Corporation (“CHCDC”) and the undersigned (“Gardener”) is for the 12 months beginning on January 1, 2023 and ending on December 31, 2023 (“Term”).

Use and Access: This Agreement describes the terms and conditions of Gardener’s plot use at a CHCDC community garden. Gardener agrees to all the terms and conditions in the attached Appendices and to comply with Appendix A: New Roots Community Garden Rules and other terms of use for gardeners contained in this Agreement. Gardeners will have access to their plots from sunrise to sunset. CHCDC will provide gardeners a lock combination or a key to the garden, and gardeners must return the key at the end of the Term. Gardeners will lock the garden gate whenever they leave at sunset.

Transfer: Gardeners cannot transfer or sell their rights to use the assigned plot(s). Gardeners will personally tend their plot(s) on a regular and consistent basis. There is a limit of 3 plots per gardener.

Garden Fees:

Shared Garden Expenses

All gardeners must pay an annual Garden Fee for the use of the plot, shared costs for water, trash dumpster, portable toilet, and common infrastructure (maintenance, repairs and materials for exterior fence, sitting areas, shade structures, etc.) (“Shared Garden Costs”). See cost details in Appendix B: 2023 Garden Fees. The Garden Fee only covers the Shared Garden Costs. Gardeners shall pay for all other materials and services to ensure their plots comply with CHCDC’s Community Garden Rules.

Payment Policy

Only the Gardener whose signature is on this Agreement can pay for that plot’s Garden Fees. Payments can only be made by check or money order – no cash is allowed.

CHCDC will post all Garden Fees and balances on the Garden Board throughout the year. No refunds will be given if a gardener chooses to leave the program or if the gardener is dismissed.

Late Fees and Penalties

There is no prepayment penalty. A one-time late payment penalty of \$50 will apply to payments received after the due date. If the Garden Fee (including the late payment penalty, if any) is not received by November 6, 2022 and/or June 1, 2023, the gardener will be automatically dismissed from the program and the plot will be reassigned.

If a Gardener excessively wastes water, as determined by a CHCDC representative, CHCDC will issue a series of consequences to the Gardener in violation (\$50 first warning, \$200 second warning, dismissal third violation). Fines must be paid within 30 days of issuance.

Communications:

Garden Board

Gardeners must look at the Garden Board for information when they go to New Roots Community Farm. Gardeners must speak English or have an English-speaking contact to translate and interpret any CHCDC communications they do not understand.

Contact Information

Gardeners must have a working phone that accepts incoming calls and text messages or WhatsApp messages and must provide the phone number to CHCDC. Gardeners authorize CHCDC to include their name, plot number and phone number in a Garden Directory that CHCDC will distribute to other gardeners. Gardeners will not share the Garden Directory with third parties and will only use the Garden Directory to contact other gardeners about garden-related matters. Gardeners must notify CHCDC of any changes in their contact information within 30 days of the change.

CHCDC's Role: CHCDC will help manage the gardens by posting messages on the Garden Board, documenting violations, planning garden events (e.g., cleanups), surveying gardeners, sharing resources that can help gardeners improve their household self-sufficiency, etc. CHCDC will be responsible for paying bills, collecting payments, and enforcing compliance with the Agreement.

Other Agreements: Each of the Appendices attached hereto – Appendix A: New Roots Community Garden Rules, Appendix B: 2023 Garden Fees, Appendix C: Release of Liability and Assumption of Risk, and Appendix D: Universal Consent and Release for Use of an Image - is hereby incorporated herein by reference in their entirety. Gardener has read, understands and agrees to follow all the New Roots Community Garden Rules in Appendix A. Gardener has read, understands and agrees to pay Garden Fees in Appendix B hereto. I release, waive and assume all risks associated with my participation in the garden program pursuant to the terms in Appendix C. Gardener allows CHCDC to take and use photos of myself, my plot and my participation in the program pursuant to the terms in Appendix D.

Validity: This Agreement is not valid until signed by CHCDC. I understand my failure to follow the commitments in this Agreement and appendices will result in the termination of this Agreement and my plot being reassigned.

New Roots Community Garden 2023 Agreement Signature Page

Date: _____ Signature of Gardener: _____

Date: _____ Signature of CHCDC: _____

Contact Information

Name: _____ Email: _____

Home Address: _____

Mailing Address: _____

Telephone: (cell) _____ (home) _____

English Contact Name and Relationship: _____

Telephone: (cell) _____ (home) _____

Assigned Plot Number/Letter: _____ Total 2023 Garden Fee \$ _____



Appendix A: New Roots Community Garden Rules

Common Areas:

General Cleanliness

Keep the garden clean and beautiful. CHCDC may, but is not required, to clean, manage and dispose of any materials that it deems unnecessary or hazardous to the garden. CHCDC may ask gardeners to remove, at the gardeners' expense, any materials that are unsafe, limit visibility onto the plot, limit a neighbor's plant production, or detract from the overall cleanliness.

Garden Clean-Ups

Gardeners must attend for a minimum of 4 hours at garden clean-ups organized by CHCDC quarterly during the Term. CHCDC staff will post the dates and times of garden clean-ups. Gardeners must sign a sign-in sheet at the garden clean-up.

Trash

Trash, including green waste, can only go in the dumpster. If the dumpster is full, gardeners cannot place any trash or green waste on top of or to the sides of the dumpster.

Pathways

Do not store personal belongings or plant anything outside of your plot. Pathways must be three feet wide and be free from obstructions. Gardeners are responsible for maintaining the pathways outside their plots.

Your Garden Plot:

Water

It is the gardeners' responsibility to maintain and fix all surface irrigation (pipe, spigot, shut-off valve, etc.). Spigots must be visible and accessible at all times. Any gardener or CHCDC staff or intern may, but is not required to, turn off a gardener's shut-off valve or spigot if there is a leak or excessive watering. Water should only be used for watering plants or cleaning produce. Gardeners can only use water in their plot or produce washing sink and must keep water away from common areas (pathways, neighboring plots, etc.). Water must be conserved to the extent practicable. CHCDC will

Plants

Gardeners must keep their plot actively planted with food crops. Neglected, bare, weedy, diseased or overgrown plots are a violation. Do not grow trees or anything over 5 feet tall – this will shade out sun for neighboring plots. Do not grow banana plants or other plants with deep roots within three feet of any water spigot. CHCDC may require gardeners, at the gardeners' expense, to remove any plants, trees, or materials that jeopardize the garden's irrigation, fencing, or other infrastructure.

Fences and Structures



Gardeners must maintain fence boundaries. Fences cannot be over three feet tall. Fences must not pose a physical risk to CHCDC staff, interns, volunteers, gardeners or visitors. Fences must be made out of safe, durable materials (green mesh landscape fencing is preferred; thin black plastic is not preferred).

Seasonal structures for supporting plants (e.g., greenhouses) are allowed but must be taken down once per year. Structures cannot exceed seven feet in height and can only be five by five feet wide.

Plot Signs

Plot signs must be clean and visible at all times.

Food Safety

Gardeners must follow all good food safety practices to make sure no one gets sick from the produce including, but not limited to, regularly washing hands with soap and water, not harvesting or selling produce when sick, and cleaning harvest tools before each use. Gardeners shall only use composted manures and green waste and cannot bring onto their plots or apply to their crops raw manure. Gardeners selling produce shall only pack the produce in new boxes or reusable plastic boxes that are washed with soap and water and dried before each use.

General Behavior

No smoking, drugs or alcohol are allowed anywhere in the garden. Children must be supervised at all times. Pets are not allowed, except for approved aid animals. Gardeners must be respectful to all other gardeners, visitors, and CHCDC staff, interns and volunteers; no aggressive speech or behavior is allowed. Any other action by a gardener that creates a nuisance or poses a health or safety risk to gardeners, visitors, CHCDC staff, interns, and volunteers or people consuming produce grown at New Roots garden may result in immediate dismissal and revocation of all privileges to the garden and program.

Gardener Violations

CHCDC will regularly monitor the garden to ensure that gardeners are following the New Roots Community Garden Rules. CHCDC will notify the gardener of the violation with a phone call, a physical message attached to the plot number sign and a note in CHCDC's computer records ("Personal Notification"). If the gardener does not resolve the violation within 30 days of the Personal Notification, the gardener shall be dismissed from the program and CHCDC will immediately reassign the plot. The Gardener shall not receive a refund of paid Garden Fees if s/he is dismissed from the program.

APPENDIX B: 2023 GARDEN FEES

1. *New Roots Community Farm, San Diego*

300 sq. ft. or less	\$96	water at \$0.32 per sq. ft.
	\$50	common facilities costs
	\$146	2023 Gardener Fee
301-400	\$128	water at \$0.32 per sq. ft.
	\$50	common facilities costs
	\$178	2023 Gardener Fee
401-500	\$160	water at \$0.32 per sq. ft.
	\$50	common facilities costs
	\$210	2023 Gardener Fee
501-600	\$192	water at \$0.32 per sq. ft.
	\$50	common facilities costs
	\$242	2023 Gardener Fee
601-700	\$224	water at \$0.32 per sq. ft.
	\$50	common facilities costs
	\$274	2023 Gardener Fee
701-800	\$256	water at \$0.32 per sq. ft.
	\$50	common facilities costs
	\$306	2023 Gardener Fee
801-900	\$288	water at \$0.32 per sq. ft.
	\$50	common facilities costs
	\$338	2023 Gardener Fee
901-1000 sq. ft.	\$320	water at \$0.32 per sq. ft.
	\$50	common facilities costs
	\$370	2023 Gardener Fee

Appendix C: Release of Liability and Assumption of Risk

Participation at any CHCDC Site is at each participant's own risk. All claims for injury or damage must be waived and released as a condition to participation. In consideration of being allowed to participate at this site of the New Roots Community Farm from January 1, 2023 through December 31, 2023, I acknowledge and agree that:

I am fully aware of any risks or hazards associated with participating in this Program. In particular, I am fully aware that the risks include, but are not limited to, damage to or loss of property and physical injury, illness or death to myself or my children. I accept and assume full responsibility for all risks, whether foreseen or unforeseen, that might occur in connection with my participation and/or my minor child's participation in this Program including, without limitation, any resulting injury, illness, disease, death, pain and suffering, economic loss and loss of personal property (the "Risks"). I waive the protection afforded by California Civil Code Section 1542 which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I am fully aware that CHCDC does not provide me or my family with medical insurance coverage or other coverage. I accept and assume full responsibility for myself and my family's medical insurance coverage and any medical costs incurred as a result of my participation and/or my minor child's participation in this Program. I am fully aware that CHCDC may suspend or revoke my participation in this Program if I or my minor children fail to comply with any rules or policies of the CHCDC or otherwise act in an unsafe manner that puts anyone at risk of injury. I hereby release, waive, forever discharge and hold harmless CHCDC, its agents, officers, directors, members, employees, and any and all associates from any and all claims, causes of action, and liabilities related to the above-mentioned Risks, and any and all other expenses, losses, damages, or injuries, arising from my or my family's participation in this Program, including use or occupancy of the plot, site or equipment.

I expressly agree that this release, waiver and assumption of risks is intended to be as broad and inclusive as permitted by the laws of the State of California and in the United States of America, and that it shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this release, waiver and assumption of risks shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions which shall continue to be enforceable.

I confirm that I have completely read the foregoing, understand its contents and have voluntarily signed this Release of Liability and Assumption of Risk with my signature on the front page of the 2023 New Roots Community Farm Plot Agreement.

Appendix D: Universal Consent and Release for Use of an Image

I hereby grant the CHCDC, its employees, agents, affiliates, subsidiaries, assigns, licensees and successors, the right to use my image and likeness, as well as members of my families and/or household in the garden, and any audio/visual representation thereof, in support of its mission. Audio/visual representations of my image and likeness include, but are not limited to, photographs, digital images, video and audio recordings and clips. I acknowledge and agree that CHCDC owns all of its products containing my image and likeness and any audio/visual representations thereof, and may use such audio/visual representation in any manner or medium without notifying me, including composite or modified representations, in CHCDC websites, publications, promotions, fundraising materials, posters and exhibitions as well as for any other use. I further acknowledge and agree that I will not receive any compensation from the CHCDC related to the use of my image or likeness and any audio/visual representation thereof.

I hereby release CHCDC, its employees, agents, affiliates, subsidiaries, assigns, licensees and successors, including any firm authorized to publish and/or distribute a finished product containing my image or likeness or any audio/visual representations thereof, from any claims that may arise regarding the use of my image or likeness including, but not limited to, any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright.

I confirm that I have completely read the foregoing, understand its contents and have voluntarily signed this Consent and Release with my signature on the front page of the 2023 Community Garden Plot Agreement.



CITY HEIGHTS
COMMUNITY DEVELOPMENT

New Roots Community Farm 2023 Agreement Signature Page

Date: 10/28/22 Signature of Gardener: [Signature]

Date: 10/28/22 Signature of CHCDC: [Signature]

Contact Information

Name: **Fatima Abdelrahman** Email: **fatimaabdelrahman72@gmail.com**

Home Address: **1070 Beverly St San Diego, CA 92114**

Mailing Address: _____

Telephone: (cell) **619-755-2976** (home) _____

English Contact Name and Relationship: _____

Telephone: (cell) _____ (home) _____

Assigned Plot Number/Letter: **31 32**

2023 Farm Fee: **\$516 + \$242 (Plot 16)**

total = \$758

4 payments of \$190

From: Maresa Talbert, Esq. <maresa@talbertlawoffice.com>

Date: Wednesday, January 17, 2024 at 6:36 PM

To: Lee Boyd <lboyd@hechtpartners.com>

Cc: Alexis Villanueva <avillanueva@cityheightscdc.org>, Kendyll Sepulveda <ksepulveda@cityheightscdc.org>, Natasha Salgado <nsalgado@cityheightscdc.org>, rolascoaga@cityheightscdc.org <rolascoaga@cityheightscdc.org>

Subject: Re: Fatima Abdelrahman Mediation Request

Dear Ms. Lee Boyd:

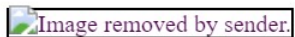
Thank you for acknowledging CHCDC's invitation to mediate between CHCDC and Ms. Abdelrahman. We accept your correspondence as a declination of CHCDC's invitation to mediate.

I am also hereby providing an official notification regarding the expiration of the 2023 New Roots Community Farm Plot Agreement, which was signed by Ms. Abdelrahman on October 28, 2022.

Under the terms of the Agreement, the Agreement effectively expired December 31, 2023. Accordingly, Ms. Abdelrahman and any members of her family will be granted until **6:00pm Pacific Time on Saturday, January 20, 2024** to (1) surrender any and all keys to the New Roots Garden, all of her assigned plot(s), and any other CHCDC property, in at least as good order and condition as the Property was in October 2022 when she signed the Agreement; and (2) vacate the premises.

Failure to comply with the above instructions by **6:00pm on Saturday, January 20, 2024** will be treated as criminal trespass, and may subject Ms. Abdelrahman to fines and/or other penalties.

Sincerely,



Maresa Talbert, Esq.
Talbert Law Office, APC
San Diego, CA | (619) 356-8056
[Website](#) | [Schedule Consultation](#)
[LinkedIn](#) | [Instagram](#) | [Youtube](#)



CITY HEIGHTS
COMMUNITY DEVELOPMENT

PLOT AGREEMENT NON-RENEWAL NOTICE
AVISO DE NO RENOVACIÓN DEL CONTRATO DE PARCELA

ការជូនដំណឹងអំពីកិច្ចព្រមព្រៀងមិនបន្ត
إشعار عدم تجديد اتفاقية قطعة الأرض

NAME: Nadia Abdulrahman
PLOT # 70

This is an official notice regarding the expiration of your 2023 New Roots Community Farm Plot Agreement which effectively expired December 31, 2023. Due to failure to renew your 2024 Agreement after multiple opportunities, you will be granted until 6:00pm Pacific Time on **Saturday, January 20th** to (1) surrender any and all keys to the New Roots Garden, all assigned plot(s), and any other CHCDC property, in at least as good order and condition as the Property was when you signed the Agreement; and (2) leave the premises.

Failure to comply with the above instructions by 6:00pm on **Saturday, January 20th** will be treated as criminal trespass, and may be subject to fines and/or other penalties. For any questions, please email nsalgado@cityheightscdc.org or call/text 619-961-1080.



PLOT AGREEMENT NON-RENEWAL NOTICE
AVISO DE NO RENOVACIÓN DEL CONTRATO DE PARCELA

ការជូនដំណឹងអំពីកិច្ចព្រមព្រៀងមិនបន្ត
إشعار عدم تجديد اتفاقية قطعة الأرض

NAME: Natalena Kantiaka
PLOT # 78

This is an official notice regarding the expiration of your 2023 New Roots Community Farm Plot Agreement which effectively expired December 31, 2023. Due to failure to renew your 2024 Agreement after multiple opportunities, you will be granted until 6:00pm Pacific Time on **Saturday, January 20th** to (1) surrender any and all keys to the New Roots Garden, all assigned plot(s), and any other CHCDC property, in at least as good order and condition as the Property was when you signed the Agreement; and (2) leave the premises.

Failure to comply with the above instructions by 6:00pm on **Saturday, January 20th** will be treated as criminal trespass, and may be subject to fines and/or other penalties. For any questions, please email nsalgado@cityheightscdc.org or call/text 619-961-1080.



CITY HEIGHTS
COMMUNITY DEVELOPMENT

PLOT AGREEMENT NON-RENEWAL NOTICE

AVISO DE NO RENOVACIÓN DEL CONTRATO DE PARCELA

ការជូនដំណឹងអំពីកិច្ចព្រមព្រៀងមិនបន្ត

إشعار عدم تجديد اتفاقية قطعة الأرض

NAME: Yuyu Khaing
PLOT # 9

This is an official notice regarding the expiration of your 2023 New Roots Community Farm Plot Agreement which effectively expired December 31, 2023. Due to failure to renew your 2024 Agreement after multiple opportunities, you will be granted until 6:00pm Pacific Time on **Saturday, January 20th** to (1) surrender any and all keys to the New Roots Garden, all assigned plot(s), and any other CHCDC property, in at least as good order and condition as the Property was when you signed the Agreement; and (2) leave the premises.

Failure to comply with the above instructions by 6:00pm on **Saturday, January 20th** will be treated as criminal trespass, and may be subject to fines and/or other penalties. For any questions, please email nsalgado@cityheightscdc.org or call/text 619-961-1080.



CITY HEIGHTS
COMMUNITY DEVELOPMENT

PLOT AGREEMENT NON-RENEWAL NOTICE

AVISO DE NO RENOVACIÓN DEL CONTRATO DE PARCELA

ការជូនដំណឹងអំពីកិច្ចព្រមព្រៀងមិនបន្ត

إشعار عدم تجديد اتفاقية قطعة الأرض

NAME: Dhana Dahal

PLOT # 82

This is an official notice regarding the expiration of your 2023 New Roots Community Farm Plot Agreement which effectively expired December 31, 2023. Due to failure to renew your 2024 Agreement after multiple opportunities, you will be granted until 6:00pm Pacific Time on **Saturday, January 20th** to (1) surrender any and all keys to the New Roots Garden, all assigned plot(s), and any other CHCDC property, in at least as good order and condition as the Property was when you signed the Agreement; and (2) leave the premises.

Failure to comply with the above instructions by 6:00pm on **Saturday, January 20th** will be treated as criminal trespass, and may be subject to fines and/or other penalties. For any questions, please email nsalgado@cityheightscdc.org or call/text 619-961-1080.



CITY HEIGHTS
COMMUNITY DEVELOPMENT

PLOT AGREEMENT NON-RENEWAL NOTICE

AVISO DE NO RENOVACIÓN DEL CONTRATO DE PARCELA

ការជូនដំណឹងអំពីកិច្ចព្រមព្រៀងមិនបន្ត

إشعار عدم تجديد اتفاقية قطعة الأرض

NAME: Nay Moo
PLOT # 5, 6

This is an official notice regarding the expiration of your 2023 New Roots Community Farm Plot Agreement which effectively expired December 31, 2023. Due to failure to renew your 2024 Agreement after multiple opportunities, you will be granted until 6:00pm Pacific Time on **Saturday, January 20th** to (1) surrender any and all keys to the New Roots Garden, all assigned plot(s), and any other CHCDC property, in at least as good order and condition as the Property was when you signed the Agreement; and (2) leave the premises.

Failure to comply with the above instructions by 6:00pm on **Saturday, January 20th** will be treated as criminal trespass, and may be subject to fines and/or other penalties. For any questions, please email nsalgado@cityheightscdc.org or call/text 619-961-1080.



Office of the San Diego City Attorney

Mara W. Elliott
City Attorney

February 12, 2024

Ash Kuhnert
Tenant Councils of San Diego
(619) 994-3692
anbkuhnert@gmail.com

Sahar Abdalla
New Roots Farmer Volunteer & Advocate
(619) 288-1152
abdallasahar10@gmail.com

Kathryn Lee Boyd, Esq.
Hecht Partners LLP
(805) 405-9133
Attorney for Fatima Abdelrahman
lboyd@hechtpartners.com

Marcos Ramirez
Tenant Councils of San Diego
mrcrmz@gmail.com

Jacob Van Dehy
Democratic Socialists of America - San Diego
jacobvandehy@gmail.com

Samar Abdalla
New Roots Farmer Volunteer & Advocate
indiasamarabdalla@gmail.com

Re: Response to letters dated December 5, 2023, and January 18, 2024

Dear Community Members,

Thank you for your letters of December 5, 2023, and January 18, 2024, concerning the property at 5326 Chollas Parkway in the City of San Diego (Site), which is commonly known as New Roots Community Farm (Farm), and for your patience as my Office investigated your concerns. In your letters, you claim that the City of San Diego (City) owns the Site and that the City leased the Site to the City Heights Community Development Corporation (CHCDC). Your letter further states that certain City officials and staff “are knowingly and intentionally supporting the ongoing improper actions of CHCDC,” which has “emboldened CHCDC to escalate its unlawful actions against individual farmers, including threats, intimidation and improper evictions.”

Our research indicates that the International Rescue Committee, Inc. (IRC), a non-profit corporation, applied for a permit from the City’s Development Services Department (DSD) in late 2007 to develop the Farm at the Site. IRC stated in the application that the City

owned the Site. DSD issued a Neighborhood Use Permit and Site Development Permit in response to the application.

On November 1, 2008, the City and IRC entered into a Use and Occupancy Permit (2008 Agreement), by which the City purported to license the Site to IRC for the purpose of developing and operating the Farm. The 2008 Agreement expired in 2011, and City staff is not aware of any renewal or extension of the agreement or any City consent to assignment of the agreement.

CHCDC asserts that, on January 1, 2020, IRC assigned its expired license from the City for the Farm to CHCDC through a memorandum of understanding (which is not signed by IRC). Recently, community members using the Farm have complained to the City that CHCDC is mismanaging the Farm.

In reviewing this situation, the City evaluated the ownership of the Site. All but a very small portion of the Farm is located on land designated as Parcel 1 and owned by the Hubner Building Company (Hubner). Parcel 1 is encumbered entirely by a public street easement held by the City for a potential future alignment of Chollas Parkway. Likely because of this public street easement, the County of San Diego does not appear to have assigned an APN to Parcel 1 or levied any real property taxes on Parcel 1 for an extended period. We do not have any information about who the current successors (if any) to Hubner's interest in Parcel 1 might be.

The portion of the Site that is not owned by Hubner is on a separate parcel designated as Parcel 2, which is partly owned by Chicago Title Company, as successor to Union Title (likely the portion on which a small part of the Farm is located). The City owns fee title to the balance of Parcel 2, where the Farm is not located. The City does not own fee title to any of the Site where the Farm is operated. Rather, it only holds a public street easement as described above. Note, too, that a community farm is not an allowed use of a public right of way. *Bello v. ABA Energy Corp.*, 121 Cal.App.4th 301, 308 (2004); City Attorney Memorandum of Law ML-2014-15.

Preliminarily, our conclusion is that the City lacked the authority to allow IRC to develop the Farm on the Site under the 2008 Agreement, both because the City does not own fee title to the Site and because a community farm use is not an allowed use of a public street easement. For the same reasons, the City presently lacks the authority to either renew or revive the 2008 Agreement or enter into a new agreement with CHCDC (or anyone else) for use of the Site for the Farm.

I realize that this does not address your underlying concerns about the treatment of those who are using the Farm. Criminal complaints may be referred to the San Diego Police Department at 619.531.2000. You may also wish to contact Council President Sean Elo-Rivera, who represents the District that houses the Farm, for additional assistance. He may be reached at 619.236.6699.

Sincerely,



Mara W. Elliott
San Diego City Attorney



LAW OFFICES OF IAN M. SERUELO

Primary Office: 7710 Balboa Ave, Suite 325, San Diego, CA 92111
(619) 839-9426 | (281) 455-2462 | ianmseruelo@gmail.com | www.SerueLaw.com

February 14, 2024

Via Email and Certified Mail

City Heights Community Development Corporation

C/o Alexis Villanueva, Executive Director
4001 El Cajon Blvd., Suite 205
San Diego, CA 92105
Email: avillanueva@cityheightscdc.org

Re: Five-Day Notice to Quit Forcible Detainer

New Roots Community Farm (2.37 acre strip of land west of 54th Street, and often identified by the address 5326 Chollas Parkway North, San Diego 92105 (particularly Plots Nos. 16, 31, and 32, hereinafter “The Property”).

To All Interested Parties

Including, but not limited to:

City Heights Community Development Corporation (hereinafter “CHCDC”), Alexis Villanueva, and ALL parties who took possession of the aforementioned real property of which Fatima Abdelrahman (hereinafter “Ms. Abdelrahman”) was in continuous peaceful possession since in or around 2009, shall surrender possession of The Property to Fatima Abdelrahman within five days of this notice (not including weekends or holidays) pursuant to California Code of Civil Procedure section 1160.

CHCDC, with the help of their executives, agents, and a security personnel, Forcibly Detained The Property, thus violating California Code of Civil Procedure section 1160(a). The Property has been Forcibly Detained by CHCDC since on or about January 21, 2024, depriving Ms. Abdelrahman access to The Property.

Ms. Abdelrahman was in peaceable and undisturbed possession of The Property continuously since in or around 2009, as she has farmed on the lots indicated above. Hence Ms. Abdelrahman is the lawful occupant of that land under California Code of Civil Procedure section 1160(b).

Ms. Abdelrahman is making the demand that CHCDC surrender possession of The Property to her within five days (not including weekends or holidays) of service of this notice. California Code of Civil Procedure section 1160(a)(2).

This is a demand to restore Ms. Abdelrahman's free access to her farm immediately. Kindly inform our firm by sending an email to ianmseruelo@gmail.com once access to The Property is restored to our client within five days of this notice.

Sincerely,



Ian M. Seruelo
Counsel for Ms. Fatima Abdelrahman

Cc: Maresa Talbert, Esq.
Talbert Law Office, APC
8690 Aero Drive. Ste 115, 4038, San Diego, CA 92123
maresa@talbertlawoffice.com

8690 Aero Drive
Ste 115, 4038
San Diego, CA 92123
Phone: (619) 356-8056



Maresa Talbert, Esq.
[LinkedIn](#) | [Instagram](#)
www.talbertlawoffice.com
maresa@talbertlawoffice.com

February 14, 2024

VIA EMAIL

Ian M. Seruelo, Esq.
Law Offices of Ian M. Seruelo
7710 Balboa Ave, Suite 325
San Diego, CA 92111
Email: ianmserulo@gmail.com

RE: Response to Five-Day Notice to Quit Forcible Detainer (New Roots Community Farm)

Dear Mr. Seruelo:

I serve as counsel for the City Heights Community Development Corporation ("CHCDC"), a California public benefit nonprofit corporation, and hereby acknowledge receipt of your letter dated February 14, 2024, on behalf of Fatima Abdelrahman.

Just as a preliminary matter, you are the fourth attorney that Ms. Abdelrahman has consulted about these same facts. Ms. Abdelrahman's conduct is akin to a three-year old having a temper tantrum because they can't have their way.

With regard to the substance of your allegations, CHCDC has done absolutely nothing wrong and fully and completely deny your false and meritless allegations. CHCDC will not be surrendering possession of nor restoring any access of any property to Ms. Abdelrahman.

As to the purported merits of Ms. Abdelrahman's allegations, the documented evidence speaks for itself. Ms. Abdelrahman signed an agreement with CHCDC, on October 28, 2022, for a one-year term of plot use at the New Roots Community Farm ("Garden"), beginning January 1, 2023 and expiring on December 31, 2023.

On January 17, 2024, well after the natural expiration of the agreement, Ms. Abdelrahman, through her counsel, Kathryn Lee Boyd, was provided a Three-Day Notice to Vacate the Garden.

After the deadline had passed for Ms. Abdelrahman to vacate the premises, Ms. Abdelrahman informed CHCDC that some of her personal property remained on CHCDC's premises. Subsequently, on January 25, 2024, CHCDC sent Ms. Abdelrahman, through her counsel, a Notice of Belief of Abandonment and Right to Reclaim Personal Property. In accordance with California Civil Code sections 1980 through 1991, Ms. Abdelrahman's was provided 18 days to arrange for the receipt of her personal property, which she did not. Ms. Abdelrahman's notice expired on Monday, February 12, 2024.

With regard to the application of California Code of Civil Procedure § 1160, a forcible detainer action requires that the occupant be a trespasser. Ms. Abdelrahman cannot offer a single piece of evidence to prove CHCDC as a trespasser. Ms. Abdelrahman cannot offer any evidence to prove that CHCDC credibly threatened Ms. Abdelrahman or her family members with violence or force. Ms. Abdelrahman cannot offer a single piece of evidence to support any claim of ownership or landlordship to any part of the Garden that CHCDC operates and manages.

Yet, Ms. Abdelrahman continues to defame, annoy, harass, and engage in intentional misconduct against staff members, other Garden participants, and CHCDC's premises, respectively.

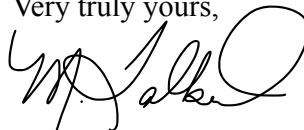
CHCDC is confident that a forcible detainer action against CHCDC would never withstand a motion for summary judgment, if it even progressed past the pleadings stage. As noted above, there is simply no basis for your allegations or demand. Once dismissed, CHCDC would have an excellent basis against Ms. Abdelrahman for the following causes of action: (1) defamation; (2) abuse of the legal process; and (3) malicious prosecution.

Because of Ms. Abdelrahman's defamation against CHCDC, CHCDC has suffered not only monetary damages, but also emotional distress to the CHCDC staff and other Garden participants — which is completely foreseeable given that Ms. Abdelrahman is well aware that CHCDC works with a vulnerable population.

Thus, without waiving any rights, **we hereby demand that Ms. Abdelrahman, her family members, and her affiliates, agents, attorneys, and anyone else acting on Ms. Abdelrahman's behalf immediately cease and desist from any and all further statements, contact, discussion, mention of any kind, to anyone, regarding CHCDC.**

We hope that Ms. Abdelrahman will stop hopping from attorney to attorney in her unsuccessful attempts to regain access to the Garden. We also hope that Ms. Abdelrahman will stop escalating the situation and that this letter will be the end of the discussion. If not, however, please advise Ms. Abdelrahman not to contact CHCDC staff members or security, or approach the CHCDC Garden premises for any reason.

Very truly yours,

A handwritten signature in black ink, appearing to read 'M. Talbert', written over a horizontal line.

Maresa Talbert, Esq.
TALBERT LAW OFFICE, APC



TODD T. CARDIFF, Esq.
ATTORNEY AT LAW

1901 FIRST AVENUE
SUITE 219
SAN DIEGO CA
92101

T 619 546 5123
F 619 546 5133

todd@tcardiffllaw.com

March 14, 2024

Delivered via email and certified mail

Maresa Talbert, Esq.
8690 Aero Drive, Ste 115, 4038
San Diego, CA 92123
email:
maresa@talbertlawoffice.com

City Heights Community Development Corp.
Alexis Villanueva
4001 El Cajon Blvd Suite 205
San Diego, CA 92105

Re: New Roots Community Farm (2.37-acre strip of land west of 54th Street, commonly identified as 5326 Chollas Parkway North, San Diego 92105 (particularly Plot No. 70, hereinafter "The Property"))

To All Interested Parties including, but not limited to:

City Heights Community Development Corporation (hereinafter "CHCDC"), Alexis Villanueva, and all parties who took possession of the aforementioned real property of which Nadia Abdulrahman ("Ms. Abdulrahman") was in continuous peaceful possession since in or around 2014, shall surrender possession of The Property to Ms. Abdulrahman within five days of this notice (not including weekends or holidays) pursuant to Code of Civil Procedure § 1160(a)(2).

CHCDC, with the help of its executives, agents, and security personnel, forcibly detained The Property, thus violating California Code of Civil Procedure § 1160(a).

Ms. Abdulrahman has been in peaceable and undisturbed possession of The Property continuously since in or around 2021, as she has farmed on the plot indicated above. Hence, Ms. Abdulrahman is the lawful occupant of that land under California Code of Civil Procedure section 1160(b). The Property has been Forcibly Detained by CHCDC since January 21, 2024.

Thus, Ms. Abdulrahman demands that you surrender possession of The Property to her within five days (not including weekends or holidays) of service of this notice. This is a demand to restore Ms. Abdulrahman's free access to The Property and New Roots Farm immediately. Please inform my office by emailing todd@tcardiffllaw.com once access to The Property is restored to my client within five days of this notice.

Sincerely,

Todd Cardiff, Esq.

Attorney for Ms. Abdulrahman



TODD T. CARDIFF, Esq.
ATTORNEY AT LAW

1901 FIRST AVENUE
SUITE 219
SAN DIEGO CA
92101

T 619 546 5123
F 619 546 5133

todd@tcardiffllaw.com

March 14, 2024

Delivered via email and certified mail.

Maresa Talbert, Esq.
8690 Aero Drive, Ste 115, 4038
San Diego, CA 92123
email:
maresa@talbertlawoffice.com

City Heights Community Development Corp.
Alexis Villanueva
4001 El Cajon Blvd Suite 205
San Diego, CA 92105

Re: New Roots Community Farm (2.37-acre strip of land west of 54th Street, commonly identified as 5326 Chollas Parkway North, San Diego 92105 (particularly Plot No. 78, hereinafter "The Property")

To All Interested Parties Including, but not limited to:

City Heights Community Development Corporation (hereinafter "CHCDC"), Alexis Villanueva, and all parties who took possession of the aforementioned real property of which Natalina Kantioko (hereinafter "Ms. Kantioko") was in continuous peaceful possession since in or around 2021, shall surrender possession of The Property to Ms. Kantioko within five days of this notice (not including weekends or holidays) pursuant to California Code of Civil Procedure section 1160(a)(2). CHCDC, with the help of its executives, agents and security personnel, forcibly detained The Property, thus violating California Code of Civil Procedure section 1160(a).

Ms. Kantioko has been in peaceable and undisturbed possession of The Property continuously since in or around 2021, as she has farmed on the plot indicated above. Hence, Ms. Kantioko is the lawful occupant of that land under California Code of Civil Procedure section 1160(b). The Property has been Forcibly Detained by CHCDC since January 21, 2024.

Thus, Natalina Kantioko demands that you surrender possession of The Property to her within five days (not including weekends or holidays) of service of this notice.

This is a demand to restore Ms. Kantioko's free access to The Property and New Roots Farm immediately. Please inform my office by emailing todd@tcardiffllaw.com once access to The Property is restored to my client within five days of this notice.

Sincerely,

Todd Cardiff, Esq.
Attorney for Natalina Kantioko