

CIVIL COVER SHEET

JS 44 (Rev. 12/07) (and rev 1-16-08)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

I. (a) PLAINTIFFS

SHARON BRIDGEWATER

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

111 Preda Street ~~████████~~
Apartment # 7
San Leandro, CA 94577

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State <input checked="" type="checkbox"/> PTF <input type="checkbox"/> DEF	Incorporated or Principal Place of Business In This State <input type="checkbox"/> PTF <input checked="" type="checkbox"/> DEF
Citizen of Another State <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country <input type="checkbox"/> P/A <input checked="" type="checkbox"/> P/A	Foreign Nation <input type="checkbox"/> 6 <input checked="" type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury—Med. Malpractice	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury—Product Liability	<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 430 Commerce
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 450 Deportation	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 510 Selective Service
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 530 Securities/Commodities/ Exchange	<input type="checkbox"/> 540 State Reapportionment
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Copyrights	<input type="checkbox"/> 560 Antitrust
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Personal Injury	<input type="checkbox"/> 570 Patent	<input type="checkbox"/> 580 Banks and Banking
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 395 Other	<input type="checkbox"/> 584 Trademark	<input type="checkbox"/> 590 Commerce
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 600 Deportation
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 610 Racketeer Influenced and Corrupt Organizations
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 611 HIA (1395ff)
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 515 Habeas Corpus:	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 612 Black Lung (923)
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 613 DOLC/DIW (405(g))
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 614 SSID Title XVI
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 615 RSI (405(g))
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 620 Taxes (U.S. Plaintiff or Defendant)
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition		<input type="checkbox"/> 621 IRS—Third Party 26 USC 7609
			IMMIGRATION	FEDERAL TAX SUITS
			<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
			<input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="checkbox"/> 740 Railway Labor Act
			<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 750 Freedom of Information Act

V. ORIGIN (Place an "X" in One Box Only)

1 Original 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 another district (specify) 6 Multidistrict Litigation 7 Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

42 Section 1983 - 42 section 143724 CFR 9.66.53 + 18 USC 241 & 242

Brief description of cause:

Fraud by Attorneys

VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION
UNDER F.R.C.P. 23

DEMANDS

1 Billion not to exceed

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE
"NOTICE OF RELATED CASE".IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)
(PLACE AND "X" IN ONE BOX ONLY) SAN FRANCISCO/OAKLAND SAN JOSE

DATE

SIGNATURE OF ATTORNEY OF RECORD

1 SHARON BRIDGEWATER
2 111 PREDA STREET #7
3 San Leandro, CA 94577

4 In Pro Per

FILED

7 AUG 7 2009

4
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

8 **UNITED STATES DISTRICT COURT FOR**
9 **THE NORTHERN DISTRICT OF CALIFORNIA**

BZ

10 Sharon Bridgewater,

11) CASE No 09

36 39

12 Plaintiff,

13) COMPLAINT

14 Vs.

15) (1) FIRST CAUSE OF ACTION FOR
16) NEGLIANCE

17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)
Shawn Bankson, Jane Creason, Kimball, Tirey
& St. John, LLP. and Does 1 through 50
inclusive.
5994 W. Las Positas Blvd. #219
Pleasanton, CA 94588

17) (2) SECOND CAUSE OF ACTION FOR
18) COMMON LAW FORCIBLE
19) DETAINER

20) (3) THIRD CAUSE OF ACTION FOR
21) COMMON LAW RETALITORY
22) EVITION

23) (4) FOURTH CAUSE OF ACTION FOR
24) EXTRINIC FRAUD
25) ON THE COURT

26) (5) FIFTH CAUSE OF ACTION FOR
27) CONSPIRACY TO COMMIT EXTRINIC
28) FRAUD ON THE COURT

23) (6) SIXTH CAUSE OF ACTION FOR
24) INSTRINIC FRAUD

25) (7) SEVENTH CAUSE OF ACTION
26) FOR CONSPIRACY TO COMMIT
27) INSTRINIC FRAUD

28) (8) EIGHTH CAUSE OF ACTION FOR
CONSTRUCTIVE FRAUD

1
2 (9) NINTH CAUSE OF ACTION FOR
3 INTENTIONAL MISREPRESENTATION
4 AND CONCEALMENT OF
5 KNOWN FACTS,

6
7 (10) TENTH CAUSE OF ACTION FOR
8 DEPRIVATION OF PLAINTIFF DUE
9 PROCESS RIGHTS, PURSUANT, FIFTH &
10 FOURTEENTH AMENDMENT, 42 U.S.C. §
11 1983 & HUD 42 U.S.C. § 1437, 24 CFR
12 966.53(c) Hud Regulations. &.VIOLATION
13 OF PLAINTIFF CIVIL RIGHTS PURSUANT
14 TO 18 U.S.C. 242

15 (11) ELEVENTH CAUSE OF ACTION FOR
16 CONSPIRACY TO DEPRIVE
17 PLAINTIFF OF DUE PROCESS RIGHTS,
18 PURSUANT, FIFTH & FOURTEENTH
19 AMENDMENT, 42 U.S.C. § 1983 & HUD 42
20 U.S.C. § 1437, 24 CFR 966.53(c) Hud
21 Regulations. &.VIOLATION OF PLAINTIFF
22 CIVIL RIGHTS PURSUANT TO
23 18 U.S.C. 241

24 (12) TWELVTH CAUSE OF ACTION
25 FOR INTENTIONAL INFILCTION OF
26 EMOTIONAL DISTRESS

27 (13) THIRTEENTH CAUSE OF ACTION
28 FOR NEGLIENT INFILCTION OF
EMOTIONAL DISTRESS

(14) FORTEENTH CAUSE OF ACTION
FOR COMMON LAW MALCIOUS
PROSECUTION

(15) FIFTEENTH CAUSE OF ACTION
FOR COMMON LAW ABUSE OF
PROCESS

(16) SIXTEENTH CAUSE OF ACTION
FOR TORTIOUS INTERFERENCE
PLAINTIFF'S RIGHT TO QUIET
ENJOYMENTLEASE HOLD INTEREST
IN RENTAL UNIT

(17) SEVENTEENTH CAUSE OF ACTION
FOR PUNITIVE DAMAGES

1
2
3 (18) EIGHTEENTH CAUSE OF ACTION
4 FOR CONSUMER LEGAL REMEDIES ACT
5 PURSUANT TO § 1780 (b) & 3345 (2)
6 OF THE CALIFORNIA CIVIL CODE
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14 Plaintiff by verified complaint alleges as follows:
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JURISDICTION

Pursuant to 28 U.S.C. § 1331 at least one of the Plaintiff claim arises under the laws, Constitution of the United States of America.

The jurisdiction of this Court is invoked pursuant to of the Fifth and fourteenth amendment United States of America Constitutional of procedural due Process and the CIVIL RIGHTS ACT PURSUANT TO 18 U.S.C. § 242 & 18 U.S.C. § 241. "Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any inhabitant of any State, Territory, or District to the deprivation of any rights, privileges, or immunities secured or protected by the

1 Constitution or laws of the United States, or to different punishments, pains, or penalties, on
2 account of such inhabitant being an alien, or by reason of his color, or race, than are prescribed
3 for the punishment of citizens, shall be fined not more than \$1,000 or imprisoned not more than
4 one year, or both; and if bodily injury results shall be fined under this title or imprisoned not
5 more than ten years, or both; and if death results shall be subject to imprisonment for any term of
6 years or for life."

7
8
9 The jurisdiction of this Court is invoked pursuant to 42 U.S.C. § 1983 violation of fifth and
10 fourteenth amendment Constitutions procedural due process under the United States Housing
11 Act of 1937 ("USHA") (codified in Title 42 U.S.C.) and the National Housing Act ("NHA")
12 (codified in 12 U.S.C.), The United States Secretary, Housing and Urban Development(HUD)
13 which include public housing and section 8 programs 42 U.S.C. § 1437.

14
15
16 The damages are in excess of \$75,000.00.
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18
19
20 **INSTRADISTRICT ASSIGNMENT**
21
22

23 The incident took place in the City of San Francisco, State of California
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1
2
PLAINTIFF
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4

5. Plaintiff Sharon Bridgewater at all times mentioned herein was a tenant in legal possession
6 of a rental unit, commonly referred to as 427 Page Street, San Francisco, California,
7
2. At all times mentioned herein was a tenant at 427 Page Street, a subsidized federal
8 housing project, from January 2005 to May 2008.
9
3. Bridgewater at all times mentioned herein was disabled and receiving Supplemental
10 Security Income(SSI).
11
4. Bridgewater at all times mentioned had a valid lease agreement and receiving Housing
12 and Urban Development (HUD) section 8 payments.
13
5. Plaintiff was a defendant in an Unlawful Detainer lawsuit brought in the Superior Court
14 of California, County of San Francisco in case # CUD-06-617995.
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20

21
DEFENDANTS
22
23

24. Defendants, the law Firm Kimball, Tirey and St. John label themselves as "experts" in
25 Unlawful litigations (see exhibit 1 last[¶]) and their specialty area of law practice is
26 Unlawful Detainer Litigations. Shawn Bankson, and Jane Creason were at all times
27 mentioned herein was an attorney employed by law firm, Kimball, Tirey & St. John,
28

1 form unknown.

2

3 7. The Defendant law firm Kimball, Tirey & St. John represented Hayes Valley Limited

4 Partnership. Hayes Valley Limited Partnerships authorized Kimball, Tirey & St. John to

5 bring an unlawful detainer against plaintiff regarding her rental unit in an unlawful

6 detainer brought in the San Francisco County Superior Court Limited Jurisdiction

7 case # CUD-06-617995 related to possession of 427 Page Street, San

8 Francisco, California 94102.

9

10 8. The Hayes Valley Limited Partnership were listed as the Defendants and Bridgewater as

11 the plaintiff. Hayes Valley Apartment is Housing Project governed by the United States

12 Housing Act of 1937 of the U. S Department of Housing and Urban

13 Development.(HUD). It is a Federally-Subsidized housing complex/apartment for low-

14 income, the elderly and/or people with disabilities.

15

16

17 STATEMENT OF CASE

18

19

20 9. Hayes Valley Limited Partnership retained the law firm of, Kimball, Tirey & St. John,

21 LLP and attorneys from that firm Shawn Bankson, and Jane Creason handled the case.

22 10. Plaintiff herein contentions that the attorneys for the law firm Kimball, Tirey & St. John,

23 LLP Shawn Bankson, and Jane Creason in representing the Defendants.

24 Hayes Valley Limited Partnership had a duty not to deceive either the Court or any Party.

25 11. The unlawful detainer complaint brought on behalf of their client Hayes Valley Limited

26 Partnership, for the premises commonly known as 427 Page Street, San Francisco, CA was

27 signed by Attorney Shawn Bankson under penalty of perjury that all the information was

28

1 true and correct.

2 12. It is plaintiff herein contention, that the duty of an attorneys under Section 128.7 (b) et seq.

3 C.C.P. requires that before an attorney can proceed and make representations to a Court
4 requires an Attorney can do so only "after an inquiry under the circumstances."

5 13. The records of the defendant Hayes Valley Limited Partnership shows that Defendants

6 Hayes Valley Limited Partnership had at all times relevant were accepting rental payments
7 from Plaintiff; and had accepted all payments rendering the unlawful detainer
8 void as no valid "Notice to Pay Rent or Quit" was in effect and thusly there was no
9 jurisdiction by the Court to even proceed with an unlawful detainer.

10 14. The Attorney Shawn Bankson never made any reasonable inquiry to the facts regarding the

11 payment of rents on the unit in questions and was required to. Shawn Bankson also
12 misrepresented to the Court the true facts of the case. Further the
13 defendants failed to investigate the "amount due" in initiating the unlawful
14 detainer lawsuit.

15 15. Both notices, sent by the Defendants never stated an "exact amount due." Presuming the

16 amount they alleged was due by the Plaintiff when they filed the unlawful detainer
17 lawsuit was correct Bridgewater would have owed only \$641.00. The defendants filed the
18 unlawful detainer lawsuit alleging that Bridgewater owed an amount of \$749.00.

19 16. Unlawful detainers are summary proceedings which requires strict compliance with

20 California law.

21 17. After the Defendants filed the unlawful detainer lawsuit, Attorney Shawn Bankson

22 obtained a Stipulation of Judgment pursuant to an fraudulent Stipulation for entry of
23 Judgment Dismissal Order thereon, (pre-eviction hearing) from an unauthorized party.

1 Shawn Bankson did not get Bridgewater's permission, nor was Bridgewater aware of the
2 Agreement between the two parties.

3 18. The unauthorized party made payments to their client, Hayes Valley pursuant to the
4 Stipulated Judgment of May 4, 2006, and stopped making payments in June 2007.

5 19. The defendants filed a declaration of non-compliance in Nov. 2007 and received a
6 Judgment pursuant the Stipulation during the Christmas 2007/New Year 2008 holiday
7 season in which Bridgewater was evicted from her unit. Is illegal to evicted during this
8 time period.

9 20. Bridgewater never knew about any stipulated judgment between the two parties, and filed
10 for a motion to vacate the Judgment the defendants had received. The defendants filed an
11 opposition motion. The judge granted Bridgewater motion to vacate the judgment.

12 21. When the case came to trial on Feb. 19, 2008, during the settlement conference, said
13 attorney Jane Creason, attorney for Kimball, Tirey & St. John, LLP, falsely asserted to the
14 Pro Tem Judge and the Court that plaintiff herein owed, \$2,979.74. When in fact the
15 amount incurred from the defendants obtaining a Stipulation of Judgment pursuant to a
16 Stipulation and Dismissal Order thereon they had received from an unauthorized party;
17 tortuously interfering/ stopped Bridgewater section 8 rental payments.

18 22. The Attorney Jane Creason misrepresented to Bridgewater that she owed the amount of
19 \$2,979.74, inducing Bridgewater into a contact of a "fraudulent" Stipulated Judgment for
20 possession of the premises commonly known as 427 Page Street, San Francisco, and
21 deprived the plaintiff of her fifth and fourteenth amendment constitutional "due process"
22 rights; as well as plaintiff Civil Rights.

23 23. No Judgment could have taken placed as said defendants accepted all the rent payments

1 demanded in the "Pay Rent or Quit Notice."

2 24. Kimball, Tirey & St. John, LLP and attorneys from that firm, Shawn Bankson, and Jane
3 Creason had not only a duty toward plaintiff herein not to deceive the Plaintiff but also not
4 to misrepresent facts the Court pursuant to B& P Code Section 6128 (a) which is actually a
5 criminal violation of California Law to do so.
6
7

8 "Every attorney is guilty of a misdemeanor who
9 Either (a) is guilty of any deceit or collusion, or
10 consents to any deceit or collusion, with intent to
11 deceive the court or any party."
12

13 Additionally, this duty of attorneys also is stated under Rule 5-200 of the Rules of
14 Professional Conduct as follows:
15

16 **Rule 5-200. Trial Conduct**

17 In presenting a matter to a tribunal, a member:

18 (A) Shall employ, for the purpose of maintaining
19 the causes confided to the member such means
20 only as are consistent with truth;
21 (B) Shall not seek to mislead the judge, judicial officer,
22 or jury by an artifice or false statement of fact or law;
23

24 25. Additionally, these same attorneys as officers of the Court had an ethical and legal duty to
26 inform their client Hayes Valley that could not proceed in obtaining possession of the
27 rental unit commonly known as 427 Page Street, San Francisco, California; as they had
28 had accepted rental payments as demanded in the five day notice.

1 26. Moreover, as this is the essential element necessary at trial of an unlawful detainer
2 lawsuit. These attorneys were required to have both the documents and the witnesses
3 ready to testify on these very facts. This shows a total disregard for the truth of the matter
4 regarding payment of rent and the bad faith tactics of the attorneys and their client.
5

6 27. Unlawful detainers are summary proceedings and as such require strict compliance with
7 the law, the attorneys signed on behalf of the property owner that all facts of the case for
8 unlawful detainer are true and correct under penalty of perjury.
9

10 28. Moreover, at the settlement conference these attorneys in the unlawful detainer obtained
11 and discussed with their client Hayes Valley Limited Partnership, and received
12 authorization to proceed on an eviction. By doing so Attorneys aided and abetted the
13 fraudulent acts of their client Hayes Valley Limited Partnership in proceeding with the
14 eviction in this case.
15

16 29. Clearly if the defendant attorneys and their law firm had informed the court that their
17 client had collected rent, no eviction could have gone forward.
18

19 30. This concealment by defendants and their conduct is beyond outrageous and raises
20 substantial issues of willful conduct.
21

22 31. The statement of undisputed facts attached to this complaint clearly shows and proves that
23 defendant acts were malicious, oppressive and fraudulent. As once a landlord accepts
24 payment of any money on the "Notice to Pay Rent or Quit" the process has to start all
25 over again.
26

27 32. The attachments to this complaint includes the two "Notice to Pay Rent or Quit" issued by
28 Property Manager and McCormack Baron Ragan on behalf of Hayes Valley Apartments,
and two fraudulent Judgments obtained by the Defendants in case # CUD-06-617995,

1 supporting letters and documents from the Rental Assistance disbursement Component, of
2 the Eviction Defense Collaborative Agency(EDC), Bridgewater rental ledger
3 other documentation to support this complaint.
4

5 33. Furthermore, defendants have stipulated to permitting plaintiff herein to bring this
6 cause action as at all times plaintiff herein put the attorneys herein on notice that plaintiff
7 . (see ¶ 15 of settlement agreement see Exhibit 2)
8

9 34. The attorneys herein knew at all times that their client Hayes Valley Limited Partnership
10 had accepted all the rental payments of the five day notice to pay rent or quit as this
11 essential element for a cause of action which would be required for the Trier of fact.
12

13 35. Clearly, defendants, as attorneys had in their possession the rental history of the unit at 427
14 Page Street San Francisco, California as it the necessary element required by statute to even
15 bring an unlawful detainer and defendant attorneys willfully concealed said information
16 from both plaintiff and the court and done at the request of defendant Hayes Valley Limited
17 Partnership and by their "express authority."(See ¶ 14 of settlement agreement
18 Exhibit 2.)
19

20 36. The Attorney's Shawn Bankson, and Jane Creason were at all times mentioned herein are
21 "experts" in Eviction litigation and Specialize in Unlawful Detainers lawsuit litigation
22 were acting "under the color of state law."
23

24 37. The Defendants Shawn Bankson, and Jane Creason and as members of a Defendants law
25 Firm Kimball, Tirey & St. John, as attorneys are officers of the Court First and has
26 fiduciary relationship with the Court.
27

28 38. Defendants Shawn Bankson, and Jane Creason knowingly misrepresented facts in the
verified complaint case # CUD-06-617995, committed "extrinsic fraud" on the court

1 and committed other fraudulent acts, in violation Business and Profession Code section
2 6128 (a) which are criminal violations under California law
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4
5

6 **FIRST CAUSE OF ACTION**
7 **NEGLIGENCE**

8 39. Plaintiff alleges in this first cause of action for negligence that, Defendants Shawn Bankson,
9 and Jane Creason and as members of defendants law firm Kimball, Tirey & St. John are
10 first, officers of the Court and has fiduciary relationship with the Court to investigate facts
11 and not misrepresent facts to the Court.

12 40. Defendants Shawn Bankson, Jane Creason as attorneys for the law firm Kimball, Tirey
13 & St. John, by signing the unlawful detainer complaint waived their attorney client
14 privilege and attorney client work product under California Law. The defendants had a
15 duty of care toward Bridgewater.

16 41. Kimball, Tirey & St. John represented Hayes Valley Limited Partnership in case
17 number CUD# 06-617995 in an unlawful detainer against plaintiff regarding possession
18 of Bridgewater's rental unit.

19 42. On April 12, 2006, Hayes Valley Limited Partnership gave Bridgewater a notice to pay
20 rent or quit, listing the amount as, "NO EXACT DOLLAR AMOUNT." The delinquent
21 dates of non-payment of rent is for \$107.00 for each month from Sept 1, 2005 thru March
22 31, 2006. (see exhibit 3)

23 43. Bridgewater made a payment of \$108.00 in October 2005(see exhibit 4 - rental ledger),
24 Bridgewater's amount due is \$641.00.

1 44. Under penalty and perjury the On April 12, 2006 on behalf of his client, Shawn Bankson
2 filed an Unlawful Detainer Lawsuit case # CUD-06-617995 listing the amount
3 owing as \$749.00(see exhibit 5)
4

5 45. On May 4, 2006 the Defendants obtained a Judgment for Stipulation and Order thereon,
6 dismissal (pre-hearing grievance/hearing) from an unauthorized Party ;(see exhibit 6)
7

8 46. The defendants did not ask Bridgewater for permission to obtain this Stipulation,
9 nor did not have any “power of attorney.” to enter into this agreement with an
10 unauthorized Party. By entering into this agreement, with an unauthorized party the
11 defendants deprived Bridgewater of her federally protected fifth and fourteenth
12 amendment “due process” U.S. Constitutional rights to a pre-eviction hearing.
13

14 47. November 12th, 2007, Hayes Valley gave Bridgewater a second notice to pay rent or quit
15 listing “no exact amount due” for delinquent rent for months of July 2007 thru Nov. 2007.
16 (see exhibit 7). Assuming that this was a valid notice to pay rent or quit the total
17 amount is \$390.00. On November 12, 2007, the defendant’s gave Bridgewater a
18 notice to pay rent or quit, Bridgewater was not delinquent in rent.
19

20 48. Bridgewater had credit balances for the month July 2007 thru Sept. 2007 and only owed
21 \$62.74 in October 2007.(see exhibit 4 - rental ledger). Further, all rents were paid as
22 demanded in the five day notice to pay rent or quit she had received on April 12, 2006.
23

24 49. On Nov. 2007, Bankson filed a Judgment of Non-Compliance. On December 19th 2007,
25 Bankson obtained a Judgment Pursuant to Stipulation in the Unlawful Detainer, both of
26 which were received and based upon the May 4, 2006, Stipulation of Judgment
27 Dismissal: Order thereon, he had receive from an Unauthorized Party.(see exhibit 8)
28

50. Bridgewaters’ forth and fifteen amendment constitutional “due process”

1 Rights were violated and Bridgewater was evicted from her apartment pursuant to the
2 May 4, 2006, Stipulation of Judgment Dismissal Order; negligently received by the
3 Defendants.
4

5 51. Bridgewater filed a motion to vacate the judgment the defendants received.
6

7 52. Bankson filed opposition papers.
8

9 53. The judge granted Bridgewaters motion to vacate.(see exhibit 9)
10

11 54. Bridgewater became the prevailing party in case # CUD-06-617995.
12

13 55. Had the defendant properly performed their duties as legal professional, and not breached
14 their duty of care toward Bridgewater would not have been injured or evicted.
15

16 Plaintiff has been injured, have been harmed and have damages.
17

18 56. The defendant negligence were the proximate cause of Bridgewater's injuries
19 and damages. Plaintiff is entitled to damages.
20

21 57. That by reason of the aforesaid, the plaintiff has been damaged in a sum not to exceed
22 Plaintiff is entitled to damages by reason of the aforesaid, the plaintiff has been damaged
23 in a sum not to exceed ten MILLION (\$10,000,000.00) DOLLARS.
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28
**SECOND CAUSE OF ACTION FOR
COMMON LAW FORCIBLE
DETAINER**

29 58. Plaintiff realleges paragraphs 41 through 54 in this second cause of action of Common
30 Law Forcible Detainer.
31

32 59. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball, Tirey
33 & St. John by signing the unlawful detainer complaint waived their attorney client privilege
34

1 and attorney client work product under California Law. The Defendants Shawn Bankson,
2 and Jane Creason and as members of defendant law firm Kimball, Tirey & St. John as an
3 attorney are officers of the Court First and has fiduciary relationship with the Court not to
4 misrepresent the facts to the Court. The defendants had a duty of care toward
5
6 Bridgewater.

7 60. On May 3, 2006, the defendants obtained a Stipulation for Entry of Judgment;
8 Dismissal from an unauthorized party to obtain possession of Bridgewater's unit.
9
10 61. On Dec. 19, 2007 the defendants obtained a Judgment pursuant to the May 3, 2006.
11 Stipulation for Entry of Judgment Dismissal.
12
13 62. Bridgewater was evicted from her apartment during the Christmas 2007/New Year 2008
14 Holiday season.(see exhibit 8)
15
16 63. Bridgewater filed a motion to vacate the Judgment the defendants had received on
17 Dec. 19, 2009.
18
19 64. The defendants filed an opposition motion.
20
21 65. The judge granted Bridgewater's motion to vacate the judgment. (see exhibit 9)
22
23 66. The defendants consulted with their client on how to proceed with Bridgewater. As the
24 Defendants knew that Bridgewater was unable to obtain legal counsel and could not marshal
25 any defense or action brought on by the defendants. The defendant's client informed the
26 defendants to proceed with an eviction "at all cost." The law firm Kimbal, Tirey and St.
27 John specialized area practice of law is in unlawful detainer litigation.(see exhibit 1 and
28 last paragraph). Any reasonable person would have investigated the surrounding of the
vacated Judgment Bridgewater received on Jan. 22, 2008(see exhibit 9). Any reasonable
person would have notice the elementary signature of the pre-hearing eviction(see

1 exhibit 6 last page signature) and would have dismissed the case and started a new if
2 necessary. The defendants obeyed their client and proceeded to evict Bridgewater "by any
3 means necessary."

4

5 67. The defendants defied the vacation of the Judgment Bridgewater received on Jan. 22. 2008
6 and the courts authority and continued to prosecute the case.

7 68. The defendants accepted all payment as demanded in the five day notice to pay rent
8 or quit dated April 12, 2006 for \$749.00 .

9 69. No Stipulated Judgment could have been entered with the court.

10 70. Any acceptance of rents all rents are a collateral estoppel to an eviction.

11 71. Bridgewater tried to for one month tried to contact the attorney as well as their client to get
12 an "amount due" (compare exhibit 10 & 11 dates of each letter), to cure back rent as the
13 Defendant's allegedly asserted she owed to remain at Hayes Valley.

14

15 72. Both the Attorney and their clients ignored Bridgewater phone calls.

16

17 73. The defendants purposely "stopped" communicating with Bridgewater to deprive her of
18 her right to a pre-eviction hearing/grievance hearing; as the requirement for a grievance
19 hearing is to meet with the landlord.(see exhibit 3 last ¶)

20

21 74. Bridgewater went to the Eviction Defense Collaborative (EDC). An agency that
22 help low-income residents in defense against Evictions as well as financial assistance.

23

24 75. Bridgewater was hopeful that they could successfully communicate with her the defendants
25 and their clients; to get an "exact amount due." in order to cure defaulted rent they asserted
26 Bridgewater owed, so that she could remain in the unit.

27

28 76. Bridgewater applied for financial assistance through the EDC.

77. Bridgewater application was approved.(see exhibit 10)

1 78. The EDC on numerous occasions attempted to get an "amount due" from the Defendants, as
2 well as their client to cure back rent.

3 79. The Defendants would never give the EDC an "amount due."

4 80. On February 15, 2008, Amy Price, Rental Assistance Coordinator for the EDC attempted to
5 get an "amount due" from the defendants to cure the back rent. Amy Price the Rental
6 Assistance coordinator for the EDC agency writes; quote, "On more than four different
7 occasions I attempted to get the correct amount from her apartment manager, but I was
8 unable to. At one point I was sent a ledger, but then was told it was not the correct
9 amount. As of today I have still have not received the amount due and was therefore
10 unable to finalize her application and pay her back rent."(see exhibit 11)

11 81. On February 19, 2008, four day later, the very day of trial, at the settlement conference the
12 defendants deceived Bridgewater and the Pro temp Judge.

13 82. The Defendants asserted to both the Pro tem Judge and Bridgewater that she owed past due
14 rent of \$2174.00. plus cost and attorney fee's totally \$2,979.74. When in fact this amount
15 incurred from the Defendant's entering into a Stipulation with an unauthorized party on
16 May 4, 2006, and subsequently obtaining a writ for possession of her premises;
17 subsequently terminating Bridgewater section 8 payments.(see exhibit 2)

18 83. The defendants took complete advantage of Bridgewater's disability.

19 84. On trial day, the defendants, and authorized agent for Hayes Valley, Hashenia Rashid ,
20 had a copy of the rental ledger in her possession proving Bridgewater did not owe
21 \$2,972.74. Bridgewater only owed \$424.74 in Feb. 2008(see exhibit 4 rental
22 ledger)

23 85. Bridgewater relied on the information given to her by the defendants.

1 86. As an unlawful detainer litigation "expert," Jane Creason knew that HUD rules and
2 regulation applied to Bridgewater termination of tenancy; as Bridgewater was in legal
3 possession of the premises.
4

5 87. Jane Creason gave Bridgewater an ultimatum, "**PAY FULL AMOUNT,**" or "**MOVE IN**
6 **90 DAYS.**" (see exhibit 12 Plaintiff demand)
7

8 88. Pursuant to HUD regulations of 24 CFR 247.6
9

10 Requires an owner to provide a 90 day notice to
11 a tenant of a termination or failure to renew a
12 government contract. This statue is applicable
13 to Section 8 tenant-based contracts for units in
14 rent control and non-rent control jurisdictions.
15 During the 90 day period, the tenant's portion of
16 the rent cannot be increased. Where an owner
17 terminates or fails to renew a contract or recorded
18 agreement with a governmental agency that provides
19 for rent limitations to a qualified tenant, the tenant
20 or tenants who where the beneficiaries of the contract
21 or recorded agreement shall be given at least 90
22 days; written notice of the effective date of the
23 termination and shall not be obligated to pay more
24 than the tenant's portion of the rent, as calculated
25 under the contract or recorded agreement to be
26 terminated, for 90 days following receipt of the notice
27 of termination of [sic] nonrenewal of the contract.
28

19 89. The Defendant knew Bridgewater was a resident at a low income housing project, with
20 limited income and they also knew Bridgewater was an indigent person who could not meet
21 the demand of a "lump sum" payment of \$2,979.74 as they fraudulently
22 asserted Bridgewater owed. Creason threaten and forced Bridgewater into a "fraudulent"
23 contract. Bridgewater only owed \$424.74 in Feb. 2008.
24

25 (see exhibit 4 rental ledger)
26

27 90. As an expert, Creason and the Defendants knew Bridgewater is a disabled "protect class
28 tenant." The Defendants knew Hayes Valley is a Federal Public Housing Project

1 specifically designed to accommodate low income, senior citizen and the disabled.

2 91. Under duress, mental anguish, exhaustion and great mental strain of moving back and
3 forward, Bridgewater was mentally incapable of doing anything. Being deceived and
4 without legal representation; and knowing that it was impossible to pay the "lump sum"
5 amount of \$2,979.74 requested by the Defendants, Bridgewater entered into the
6 Stipulated Judgment took the 90 day move-out option.

7 92. Pursuant to Federal HUD regulations, tenants are not responsible for PHA payments,
8 caused by tort neither of the Landlord nor in any situation. It is illegal for a promise by
9 one person to answer for the debt, default, or miscarriage of another person. According
10 to California Civil Code section 1668: "All contracts which have for their object,
11 directly or indirectly, to exempt any one from responsibility for his own fraud, or willful
12 injury to the person or property of another, or violation of law, whether willful
13 one negligent,
14

15 93. Pursuant to California evidence code 1123 the settlement agreement is procured under
16 duress and by fraud and deceit and is "**NULL and VOID**"

17 94. Once Bridgewater communicated to the Defendant's that she move out in 90 days, the
18 Defendants gave Bridgewater an alternative option.

19 95. The defendant's bad faith, and harassing tactics to get possession of Bridgewater's
20 Apartment only continued.

21 96. Jane Creason and the Defendants told Bridgewater that if she move out within 60 days
22 they would refund Bridgewater's total Deposit of \$1,600.00.(see exhibit 12 under
23 plaintiff demand ¶)

24 97. Bridgewater agreed to move out within the 60 days, expecting her full deposit
25

1 refund of \$1,600.00.

2 98. The Defendants had no intentions of returning Bridgewater Security Deposit.

3 Creason “expressed language” as used in the Judgment insured no accountability for
4 the return of Bridgewater’s Security Deposit. “that she would give account of the
5 security deposit “in accordance with Cal. Law.”

6 (see exhibit 2 paragraph 7).

7 The defendants violated California Civil Code Section 1950.5.

8
9 (g) (1) (g) (1) No later than 21 calendar days after the tenant has
10 vacated the premises, but not earlier than the time that
11 either the landlord or the tenant provides a notice to
12 terminate the tenancy under Section 1946 or 1946.1,
13 Section 1161 of the Code of Civil Procedure, or not earlier
14 than 60 calendar days prior to the expiration of a fixed-term
15 lease, the landlord shall furnish the tenant, by personal
16 delivery or by first-class mail, postage prepaid, a copy of an
17 itemized statement indicating the basis for, and the amount
18 of, any security received and the disposition of the security
19 and shall return any remaining portion of the security to the
20 tenant.
21

22 (See exhibit - rental ledger and deposit accountability date - The defendant’s date of
23 accountability of the deposit is 29 days later)

24 99. The defendants knew exactly what they were doing; as they took complete advantage
25 Bridgewater inability to retain legal counsel as well as her mental disability.

26 100. As of today Bridgewater has not been refunded “one penny” her deposit as promised by
27 the Defendants.
28

1 101. Creason also misrepresented to Bridgewater and the court that they would give "only
2 neutral references" pertaining to Bridgewater tenancy. When in fact Bridgewater name is
3 in a Unlawful Detainer Data Base for non-payment of rent, making it virtually impossible
4 for Bridgewater to rent an apartment in California;(see exhibit 7 paragraph-13); for
5 the Judgment entered by the Court list Hayes Valley as the prevailing party in case #
6 CUD-06-617995.

7 102. Pursuant to California evidence code 1123 a settlement agreement procured by bad faith
8 and coercion and is "**NULL and VOID.**"

9 103. Bridgewater pleaded with the Defendants for a payment arrangement to remain in the
10 unit, for to move would render Bridgewater homeless. Bridgewater told the Defendants
11 that she was not aware of a "pre-eviction" agreement between the unauthorized person
12 and that her application from the EDC had been approved for up to \$1,000 for rent.
13

14 104. Defendants refused Bridgewater's request. Bridgewater insisted that the defendants
15 add #15 to the Stipulation for Entry of Judgment and Order thereon. In which the plaintiff
16 herein put the defendants and attorneys herein on notice that all rents were paid and
17 accepted by the defendants and there was no just cause for the Stipulated Judgment or
18 eviction.(see exhibit 2 # 15).

19 105. Both parties initialed #15, agreed and signed the added clause # 15 of the Stipulated
20 Judgment.

21 106. Any reasonable person, after reading number #15 of the Stipulation would conclude that
22 the settlement agreement was not in good faith.

23 107. Bridgewater was forced to move out by April 30, 2008 and lived on the streets in cold
24 Weather of San Fransico, ultimately, moving to Hawaii where she was homeless

25

26

27

28

1
2 108. All Settlement agreements must be in good faith.

3
4 109. Further, the settlement agreement is legally deficient pursuant to Cal. Rules of the court
5
3.185; a conditional settlement agreement must contain:

6
7
8
9
10 1) an ex-parte provision,
11
12 2) A date in which the action is to be dismissed;
13
14 3) which court has jurisdiction.

15 110. In violation of California Rules of court 3.185 the Stipulation for Judgment is:

16
17 **“NULL AND VOID.”**

18 111. The defendant’s malicious, fraudulent and harassing conduct was to evict Bridgewater
19
20 by any mean necessary:

21
22 1) Obtaining the fraudulent writ for possession of premises and evicting
23
24 Bridgewater/depriving Bridgewater of her rights to a pre-eviction hearing in which
25
26 Bridgewater vacated the Judgment.

27
28 2) Giving Bridgewater a 2nd *invalid* “notice to pay rent or quit” listing no exact
amount due /Bridgewater had credit balances for the months of July, August,
Sept. 2007

29
30 3) Obtaining a second Judgment based on fraud, coercion and force depriving
31
32 Bridgewater of her rights to a pre-eviction hearing; forcing Bridgewater out of the
33
34 premises evicting Bridgewater a second time.

35 112. The court did not have jurisdiction for the Stipulation and Entry of Judgment:
36
37 i. The defendant expected all rental payments as demanded in the five day
38
39 notice and waived the notices and by operation of law could not evict.

1 ii. After vacation of Judgment, the Unlawful detainer required an immediate
2 dismissal.

3 iii. Bridgewater was the prevailing party in the case CUD-06-617995.

4 iv. The second notice to pay rent to quit should have not been given to
5 Bridgewater. As Bridgewater had credit balances on her rental ledger.

6 v. The defendant did not meet California law, statutory “notice to pay rent or
7 quit” requirements.(CCP 1161)

8 vi. A single Unlawful detainer lawsuit must have only “one notice to pay rent
9 or quit” and not two or multiple notices to pay rent.

10 vii. The defendants violated Federal State and local laws by not affording
11 Bridgewater a pre-hearing eviction administrative hearing or grievance.

12 viii. The Judgment for Stipulation date Feb. 19, 2008 was procured by bad faith,
13 fraud, deceit, duress, force and coercion.

14 113. Plaintiff tenancy at all times mentioned was subject to Section 8 of the United States
15 Housing Act of 1937, via HUD.

16 114. Plaintiff at all times mentioned was receiving section 8 payments.

17 115. Plaintiff at all times mentioned was in legal possession of the premises.

18 116. Plaintiff at all times mentioned had a valid HUD rental lease agreement.

19 117. Pursuant to Public housing (PHA) lease and grievance procedures, CFR 24 § 9.66.6, a
20 Public Housing Authority/Hayes Valley and tenant shall not include in a “new
21 agreement,” or “shall be deleted from an existing lease either by amendment
22 thereof or execution: a) Confession of Judgment, b) Distraint for rent or other charges

- c) Exculpatory clauses, d) Waiver of notices prior to an action for a money judgment, e) waiver of legal proceedings, f) waiver of jury trial g) Waiver of right to appeal judicial error in legal proceeding h) Tenant chargeable with legal cost of legal action regardless of outcome.

118. Jane Creason's "expressed language" as set forth in the Judgment of Stipulation is in direct violation of HUD CFR 24 § 9.66.6 .

119. The defendant through fraud, coercion and threats held the property under the authority of the court until Bridgewater moved. The dictionary defines force as persuasive power; power to convince: 2) power to influence, affect, or control; efficacious power: *the force of circumstance*.

120. Bridgewater was peaceable, in legal possession of the premises. The Defendant's used their superior bargaining power to force, and obtain a Judgment procured by fraud to get possession of apartment. Had the defendants not gave Bridgewater an ultimatum and forced Bridgewater to enter into a "fraudulant" contract, Bridgewater would have not been evicted from her unit and not suffered. Had the defendants not "fraudulently" obtained a Stipulated Judgment Bridgewater would still have her apartment. The defendants actions is the proximate cause of Bridgewater being evicted resulting in injuries, damages and harm.

121. Plaintiff have been harmed and injured and have damages. The conduct of defendant and all of them which defendants carried out with a conscious disregard for plaintiff's rights to the possession of the premises as codified under the statutory definition of malice, pursuant to California Civil Code Section 3294 (c). The defendants were done willfully, with malice and fore thought in an intentional act to injure plaintiff herein

requiring punitive damages against defendants subject to the net worth of said defendants.

122. Plaintiff is entitled to damages and punitive damages.

123. That by reason of the aforesaid, the plaintiff ask for a sum of damages not to exceed
TWENTY FIVE MILLION (\$25,000,000.00) DOLLARS.

THIRD CAUSE OF ACTION COMMON LAW RETALITORY EVICTION

124. Plaintiff realleges paragraphs 41 through 54 in this third cause of action for common law retaliatory eviction.

125. Plaintiff realleges paragraphs 60 thru 120 in this third cause of action for common law retaliatory eviction.

126. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball, Tirey & St. John by signing the unlawful detainer complaint waived their attorney client privilege and attorney client work product under California Law. The Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm Kimball, Tirey & St. John as an attorney are officers of the Court First and has fiduciary relationship with the Court not to misrepresent the facts to the Court. Bankson and Creason owed a duty of care toward Bridgewater.

127. Under California Law unlawful detainers are summary proceedings and as such must be strictly complied with.

128. All rents as demanded in the five day notice to pay rent or quit dated April 12, 2006. No judgment could have taken place as rents accepted and collected put a collateral estoppel on an eviction or Judgment.

129. On Dec. 19, 2007, the Defendants obtained a Judgment pursuant to the Unlawful
2 Detainer , pursuant to Stipulation for Entry of Judgment and order thereon(unauthorized
3 party) received on May 4, 2006 by the Defendants. On January 22, 2008 Bridgewater
4 exercised her legal rights and obtained a vacation of the Judgment of the writ for
5 possession of premises.(see exhibit 9)

130. Bankson and the law firm Kimball, Tirey and St. John are experts in unlawful detainer
2 litigation. Bankson and Creason should have known the case required a dismissal after
3 Bridgewater received the vacated Judgment on Jan. 22, 2008; as the defendants accepted
4 all rents as demanded in the notice to pay quit. Surely the defendants investigated the
5 “elementary” signature(see exhibit 6) on the Stipulation for Entry of Judgment and
6 order thereon by the (unauthorized party)

131. The Defendants retaliated on February 18, 2009. The defendants not only retaliated, they
2 misrepresented facts to the court. The defendants deceived Bridgewater ; that she owed
3 rent and attorneys fees totally \$2,979.74.(see exhibit 2) Bridgewater relied on this
4 information. Bridgewater entered into an agreement of the Stipulation of Entry Judgment
5 dated Feb. 18, 2009 procured by “fraud” by the defendants. Bridgewater was forced to
6 move from her apartment once again.

132. Bankson as an expert in unlawful detainer had a copy of the rental ledger proving that
2 All rents were paid and accepted, Bankson knew that the case required an immediate
3 dismissal after Bridgewater received the vacated judgment on January 22, 2008.

133. The defendants obtained the fraudulent Judgment to illegally get possession of
2 Bridgewater Apartment in complete retaliation over Plaintiff objection.

134. The defendants actions is the proximate cause of Bridgewater being evicted and

1 rendered homeless. Had the defendants not retaliated and investigated the facts
2 surrounding the vacation of the Judgment Bridgewater received on Jan. 22, 2008, the
3 Bridgewater would still have her apartment and would have not been damaged and
4 injured as a result of the defendants retaliation in evicting Bridgewater.
5

6 135. The defendants actions caused the plaintiff injury and harm.
7

8 136. Plaintiff have damages. The conduct defendants and all of them which defendants carried
9 out with a conscious disregard for plaintiff's rights to the possession of the premises as
10 codified under the statutory definition of malice, pursuant to California Civil Code
11 Section 3294 (c). The defendant acted willfully with malice and fore thought in an
12 intentional act to injure plaintiff herein requiring punitive damages against defendants
13 subject to the net worth of said defendants.
14

15 137. Plaintiff is entitled to damages and punitive damages.
16

17 138. That by reason of the aforesaid, the plaintiff asks for a sum of damages not to
18 exceed **FOURTY MILLION (\$40,000,000.00) DOLLARS.**
19
20

21 **FOURTH CAUSE OF ACTION**
22 **FOR EXTRINIC FRAUD**
23 **ON THE COURT**

24 139. Plaintiff realleges paragraphs 41 through 54 in this forth cause of action for extrinsic
25 fraud on the court.
26
27 140. Plaintiff realleges paragraphs 60 thru 120 in this forth cause of action for extrinsic
28 fraud on the court.

1 141. Plaintiff realleges paragraphs 127 thru 134 in this forth cause of action for extrinsic
2 fraud on the court.

3 142. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
4 Tirey & St. John by signing the unlawful detainer complaint waived their attorney client
5 privilege and attorney client work product under California Law. The Defendants Shawn
6 Bankson, and Jane Creason and as members of defendant law firm Kimball, Tirey & St.
7 John as an attorney are officers of the Court First and has fiduciary relationship with the
8 Court not to misrepresent the facts to the Court. Bankson and Creason owed a duty of
9 care toward Bridgewater.

10 According to a recent article written by Creason, date, March 2009, they have
11 performed over 7000 evictions.(see exhibit 1 last ¶).

12 143. As unlawful detainer Specialist, Bankson knew after Bridgewater received the
13 vacated Judgment the case required an immediate dismissal.

14 144. Jane Creason knew all rents were paid as demanded in the five day notice to pay rent or
15 quit, as she had a copy of the rental ledger proving that the rent was paid.

16 145. On February 19, 2008, the day of trial, at the settlement conference, the
17 Defendants Hayes Valley deceived the Pro tem Judge that
18 Bridgewater owed \$2,979.74 when in fact this amount incurred from the
19 Defendant's obtaining a Stipulation and Entry of Judgment dismissal thereon
20 from an unauthorized party. Bridgewater only owed \$424.74 in Feb. 2008(see
21 exhibit 4 rental ledger). The defendants executed the Stipulated Judgment.

22 146. On February 19, 2008, the attorney obtained a Stipulation of Judgment based on this
23 Extrinsic fraud on the court and executed this Judgment forcing Bridgewater out of her

1 apartment. The defendants concealed facts from the pro tem Judge that all rents were
2 paid and accepted as demanded in the five day notice to quit.
3
4

5 Additionally, Rules of Professional Conduct states,
6

7 **Rule 5-200, Trial Conduct**

8 In presenting a matter to a tribunal, a member:

9 (a) Shall employ, for the purpose of maintaining
10 The causes confided to the member such means
11 only as are consistent with truth;
12 (b) Shall not seek to mislead the judge,
13 Judicial officer, or jury by an artifice or
14 false statement of fact or law;

15 147. Pursuant to B & P Code Section 6128(a) it is a criminal violation to deceive the court.

16 "Every attorney is guilty of a
17 Misdemeanor who either (a) is guilty
18 of any deceit or collusion, or consent
19 to any deceit or collusion, with the
20 intent to deceive the court or any party."

21 22 23 148. The court did not have the jurisdiction to even entertain a settlement agreement or

24 Stipulated Judgment; as all rents as demanded were accepted and paid in full,
25 which is a collateral estoppel of any other legal proceeding in the case or
26 evictions and the settlement agreement and Judgment are procured by fraud.

27 28 149. The defendant's actions caused plaintiff injury and harm and the plaintiff have
damages. The defendants conduct is the proximate cause of Bridgewater being evicted

1 from her home and rendered homeless. Had the defendants not lied to the court
2 Bridgewater would still have her apartment. Bridgewater have been injured by the
3 defendants and have damages. The conduct defendants and all of them carried out
4 with a conscious disregard of the Court system, and lying to the Pro tem Judge,
5 is codified under the statutory definition of malice, pursuant to California Civil
6 Code Section 3294 (c). The defendant acted willfully with malice and fore
7 thought in an intentional act to injure plaintiff herein requiring punitive damages
8 against defendants subject to the net worth of said defendants.
9

10

11 150. Plaintiff is entitled to damages and punitive damages. That by reason of the aforesaid,
12 the plaintiff asks for a sum of damages not to exceed FIFTY MILLION
13 (50,000,000.00) DOLLARS.

14

15

16

17 **FIFTH CAUSE OF ACTION FOR CONSPIRACY TO**
18 **COMMIT EXTRINIC FRAUD ON THE COURT**

19

20

21 151. Plaintiff realleges paragraphs 41 through 54 in this fifth cause of action for
22 Conspiracy to commit extrinsic fraud on the court.

23 152. Plaintiff realleges paragraphs 60 thru 120 in this fifth cause of action for
24 Conspiracy to commit extrinsic fraud on the court.

25 153. Plaintiff realleges paragraphs 127 thru 134 in this fifth cause of action for
26 Conspiracy to commit extrinsic fraud on the court.

27 154. Plaintiff realleges paragraphs 143 thru 148 in this fifth cause of action for

1 Conspiracy to commit extrinsic fraud on the court.

2 155. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
3 Tirey & St. John by signing the unlawful detainer complaint waived their attorney
4 Client privilege and attorney client work product under California Law. The
5 Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm
6 Kimball, Tirey & St. John as an attorney are officers of the Court First and has
7 fiduciary relationship with the Court not to misrepresent the facts to the Court.
8
9 Bankson and Creason owed a duty of care toward Bridgewater. The defendants and
10 their client Hayes Valley Limited Partnership aided in abetted each other.

12 156. On Feb. 19, 2008 the defendants and their client authorized Agent, Manager for Hayes
13 Valley Limited Partnership, Hasinah Rashim, and Jane Creason obtained conspired and
14 obtained a Judgment for Stipulation. Paragraph fourteenth states, "Each signatory hereto
15 represents that they have the express authority from the party they represent to sign for
16 and bind that party to the terms herein."(see exhibit 2). Both parties conspired to
17 commit extrinsic fraud on the court. Both parties knew Bridgewater did not owe
18 \$2,979.74 as they wrote in the Stipulation on Feb. 19, 2008. Both parties conspired to
19 commit extrinsic fraud on the court.

21 157. The defendants actions are the proximate cause Bridgewater has been harmed and injured.

22 158. If the Plaintiff had not conspired to commit extrinsic fraud on the court, Bridgewater
23 Would not have suffered harm, and been injured.

25 159. The plaintiff has been harm by the defendants action, have been injured and the Plaintiff
26 Have Damages.

28 160. Defendants acts have violated California Law in that no eviction could have been entered

1 against plaintiff herein and defendants knowingly conspired to commit extrinsic fraud
2 upon the court and deceived both plaintiff herein and the Court and have done so willfully
3 with malice and fore thought defined in CCP 3294 in an intentional act to injure plaintiff
4 herein requiring punitive damages against defendants subject to the net worth of
5 said defendants.

6
7 161. Plaintiff is entitled to damages and punitive damages. That by reason of the aforesaid, the
8 plaintiff has been damaged in a sum not to exceed FIFTY MILLION
9 (\$50,000,000.00) DOLLARS.
10

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14 **SIXTH CAUSE OF ACTION FOR**
INTRINIC FRAUD
15

162. Plaintiff realleges paragraphs 30 thru 51 in this sixth cause of action for instrinic fraud.
163. Plaintiff realleges paragraphs 60 thru 120 in this sixth cause of action for instrinic fraud.
164. Plaintiff realleges paragraphs 127 thru 134 in this sixth cause of action for intrinsic fraud.
165. Plaintiff realleges paragraphs 143 thru 148 in this sixth cause of action for intrinsic fraud.
166. Plaintiff realleges paragraphs 156 thru 160 in this sixth cause of action for intrinsic fraud.
167. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
168 Tirey & St. John by signing the unlawful detainer complaint waived their attorney client
169 privilege and attorney client work product under California Law. The Defendants Shawn
170 Bankson, and Jane Creason and as members of defendant law firm Kimball, Tirey & St.
171 John as an attorney are officers of the Court First and has fiduciary relationship with the
172 Court not to misrepresent the facts to the Court. Bankson and Creason owed a duty of care
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178

1 toward Bridgewater.

2 168. Bankson had a duty of care toward Bridgewater.

3 169. On February 19, 2008, as an officer of the court Jane Creason over stepped the bounds of

4 law, and when she obtained a Stipulation of Judgment procured by fraud and coercion.

5 Further, the unlawful detainer herein never met the statutory requirements to even bring an
6 unlawful detainer in case number CUD-06-617995.

7 170. On Feb. 19, 2008, the day of the trial, at the settlement conference, Creason told

8 Bridgewater that she owed \$2,979.74, when in fact this amount incurred

9 From the defendant mistake of obtaining a Judgment Pursuant the Unlawful Detainer

10 received on December 19, 2007(pursuant to the Stipulation for Entry of Judgment Dismissal

11 received from an unauthorized party. stopping Bridgewater section 8 payments.).

12 Bridgewater only owed \$424.74 in Feb. 2008(see exhibit 4 rental ledger)

13 171. Bridgewater relied on this information given to her by the Defendants.

14 172. Being deceived, and without legal representation present, Bridgewater was induced into a

15 Fraudulent Contract of the Stipulated Judgment.

16 173. On February 19, 2008, the day of trial, during the settlement conference, Jane Creason gave

17 Bridgewater an ultimate, “**PAY FULL AMOUNT**,” or “**MOVE IN 90 DAYS**.” (see

18 exhibit 12 – Plaintiff demand the defendants used this tactic to force and induce

19 Bridgewater into a contract “that is by law void” to obtain possession of her apartment.

20 174. The dictionary defines *induce as*; “**1.** To lead or move, as to a course of

21 action, by influence or persuasion. **2.** To bring about or stimulate the occurrence

22 of; cause.”

23 175. The defendants, knew Bridgewater was only receiving a SSI payments of \$789.00 per

1 Month and could not afford a total payment of \$2,979.74; as they fraudulently asserted
2 Bridgewater owed. In telling Bridgewater that she owed this amount they knew
3 Bridgewater would be forced into the Stipulated Judgment on Fe. 19, 2008. Bridgewater
4 only owed \$424.74 in Feb. 2008(see exhibit 4 rental ledger). The defendants through
5 the circumstances of the situation induced Bridgewater to sign a “void” agreement against
6 her will.

8 176. As an expert, Creason knew Bridgewater was a mentally disabled “protect class tenant.”

9 177. Creason knew Bridgewater did not have any legal representation at the trial and took total
10 advantage of Bridgewater.

12 178. Creason had an ethically duty and standard of care to represented the true facts
13 surrounding the case to Bridgewater. Bridgewater relied on the attorney to be truthful and
14 honest, and entered into the agreement.

16 179. Under duress Bridgewater was induced into the contract against her will.

17 180. Under California or any law renders a settlement agreement null and void if it is procured
18 by inducement, coercion, fraud, and bad faith.

19 181. Further the court did not have Jurisdiction to even entertain the Stipulated Judgment dated
20 Feb. 19, 2008; as Bridgewater paid all rents as demanded in the five day notice to pay
21 rents or quit and the settlement was fraudulent (as Bridgewater only owed \$424.74 in Feb.
22 2008)

24 182. The defendants willfully induced Bridgewater into a fraudulent Stipulated Judgment
25 contract and committed intrinsic fraud, in other words, fraud in the inducement.

27 183. Had the defendants not committed extrinsic fraud and deceived and coerced and induced
28 Bridgewater into a fraudulent Stipulation of Judgment on February 19, 2008, Bridgewater

1 would not have been forced to move and would not have been injured. The defendant's
2 acts is the proximate cause of injuries Bridgewater sustained. Bridgewater had been injured
3 and damaged by the action of the defendants and have damages. Had the defendants not
4 induced Bridgewater into a fraudulent contract Bridgewater would not have been harmed
5 and injured.

6
7 184. Defendants acts have violated California Law in that no eviction could have been entered
8 against plaintiff herein and defendants knowingly committed intrinsic fraud
9 and deceived both plaintiff herein and the Court and have done so willfully with
10 malice and fore thought defined in CCP 3294 in an intentional act to injure plaintiff herein
11 requiring punitive damages against defendants subject to the net worth of said defendants.

12
13 185. Plaintiff is entitled to damages and punitive damages. That by reason of the aforesaid, the
14 plaintiff has been damaged in a sum not to exceed FIFTEEN MILLION
15 (\$15,000,000.00) DOLLARS.

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18
19 **SEVENTH CAUSE OF ACTION FOR CONSPIRACY TO COMMIT**
20 **INTRINIC FRAUD**
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22

23 186. Plaintiff realleges paragraphs 41 through 54 in this 7th cause of action for conspiracy to
24 commit intrinsic fraud.

25 187. Plaintiff realleges paragraphs 60 thru 120 in this 7th cause of action for conspiracy to
26 commit intrinsic fraud.

27 188. Plaintiff realleges paragraphs 127 thru 134 in this 7th cause of action for conspiracy to

1 commit instrinic fraud.

2 189. Plaintiff realleges paragraphs 143 thru 148 in this 7th cause of action for conspiracy to
3 commit instrinic fraud.

4 190. Plaintiff realleges paragraphs 156 thru 160 in this 7th cause of action for conspiracy to
5 commit instrinic fraud.

6 191. Plaintiff realleges paragraphs 168 thru 182 in this 7th cause of action for conspiracy to
7 commit instrinic fraud.

8 192. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
9 Tirey & St. John by signing the unlawful detainer complaint waived their attorney client
10 privilege and attorney client work product under California Law. The Defendants Shawn
11 Bankson, and Jane Creason and as members of defendant law firm Kimball, Tirey & St.
12 John as an attorney are officers of the Court First and has fiduciary relationship with the
13 Court not to misrepresent the facts to the Court. Bankson and Creason owed a duty of care
14 toward Bridgewater.

15 193. On Feb. 19, 2008 the defendants and their client authorized Agent, Manager for Hayes
16 Valley Limited Partnership, Hasinah Rashim, and Jane Creason obtained conspired and
17 to induce Bridgewater into a "fraudulent contract of the Judgment for Stipulation. "Each
18 signatory had the expressed authority of each other as stated in the Stipulation of
19 Judgment (see exhibit 2). Both parties conspired to induce Bridgewater in a
20 fraudulent contract, when the court did not even have jurisdiction of such Judgment.

21 194. The defendants actions are the proximate cause Bridgewater harm and
22 Injuries.

23 195. If the defendants had not conspired to commit extrinsic fraud on the court, Bridgewater

1 would not have suffered harm, and been injured.

2 196. The plaintiff have been harm by the defendants action, have been injured and have
3 Damages.

4 197. Defendants acts have violated California Law in that no eviction could have been
5 entered against plaintiff herein and defendants knowingly committed intrinsic fraud
6 and deceived both plaintiff herein and the Court and have done so willfully with
7 malice and fore thought defined in CCP 3294 in an intentional act to injure plaintiff
8 herein requiring punitive damages against defendants subject to the net worth of
9 said defendants.

10 198. Plaintiff is entitled to damages and punitive damages. That by reason of the aforesaid,
11 the plaintiff has been damaged in a sum not to exceed Fifteen MILLION
12 (\$15,000,000.00) DOLLARS.

13
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15
16 **EIGHTH CAUSE OF ACTION FOR**
17 **CONSTRUCTIVE FRAUD**

18 199. Plaintiff realleges paragraphs 41 through 54 in this 8th cause of action for constructive
20 fraud.

21 200. Plaintiff realleges paragraphs 60 through 120 in this 8th cause of action for constructive
22 fraud.

23 201. Plaintiff realleges paragraphs 127 through 134 in this 8th cause of action for constructive
24 fraud.

25 202. Plaintiff realleges paragraphs 143 through 148 in this 8th cause of action for constructive
26 fraud.

27 203. Plaintiff realleges paragraphs 156 through 160 in this 8th cause of action for constructive

1 fraud.

2 204. Plaintiff realleges paragraphs 168 through 182 in this 8th cause of action for constructive
3 fraud.

4 205. Plaintiff realleges paragraphs 193 through 195 in this 8th cause of action for constructive
5 fraud.

6 206. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
7 Tirey & St. John by signing the unlawful detainer complaint waived their attorney client
8 privilege and attorney client work product under California Law. The Defendants Shawn
9 Bankson, and Jane Creason and as members of defendant law firm Kimball, Tirey & St.
10 John as an attorney are officers of the Court First and has fiduciary relationship with the
11 Court not to misrepresent the facts to the Court. Bankson and Creason owed a duty of care
12 toward Bridgewater.

13 207. On Nov. 2007, Bankson filed a Judgment filed with the court a Judgment of Non-
14 Compliance. On December 19th 2007, Bankson obtained a Judgment Pursuant to
15 Stipulation in the Unlawful Detainer, both of which were based upon the May 4, 2006,
16 Stipulation of Judgment Dismissal: Order thereon, he had receive from an
17 Unauthorized Party, violating Bridgewater forth and fifteen amendments constitutional
18 “due process”

19 208. Bridgewater filed a motion to vacated Judgment on Jan. 22, 2008, which was grant.

20 209. On February the Obtained a Stipulation for Judgment when no Judgment could be enter
21 with the courts. Bridgewater had paid all rents as demanded in the five day notice to
22 pay rent or quit which is a collateral estoppel on an eviction.

23 210. The acts and omissions of the defendants, and circumstances of the entire in the unlawful

1 detainer lawsuit, legal proceedings was perpetrated from fraud and negligence.

2 211. The defendants took an unfair advantage of Bridgewater mental disability and inability

3 Obtain legal representation and totally took advantage of her on Feb. 18, 2008, during

4 The settlement conference.(by obtaining a “void” Stipulation of Judgment)

5 212. The defendants, misrepresented facts to the court, and deceived Bridgewater and induced

6 Her into a contract, in which the court did not have Jurisdiction to even entertain.

7 213. The defendants breached their duty with the court, and with undue influence,

8 “forced” Bridgewater into a “void” contract on Feb. 18, 2008.

9 214. Had the defendants not violated ethic rules, and trust, and had not taken advantage of

10 Bridgewater would not have been Evicted from her home, injured and damaged. The

11 defendants actions are the proximate cause of injury and harm Bridgewater sustained.

12 215. The defendant’s actions caused the plaintiff injury and harm and Plaintiff have damages.

13 Defendant’s acts have violated California Law in that no eviction could have been

14 entered against plaintiff herein and defendants knowingly misrepresented and concealed

15 these material facts from both plaintiff herein and the Court and have done so willfully

16 with malice and fore thought defined in CCP 3294 in an intentional act to injure plaintiff

17 herein requiring punitive damages against defendants subject to the net worth of

18 said defendants.

19 216. Plaintiff is entitled to damages and punitive damages by reason of the aforesaid, the

20 plaintiff has been damaged in a sum not to exceed TWELVE MILLION

21 (\$12,000,000.00) DOLLARS.

**NINTH CAUSE OF ACTION FOR
INTENTIONAL MISREPRESENTATION
AND CONCEALMENT OF
KNOWN FACTS**

217. Plaintiff realleges paragraphs 41 through 54 in this 9th cause of action for intentional misrepresentation and concealment of known facts.
218. Plaintiff realleges paragraphs 60 through 120 in this 9th cause of action for intentional misrepresentation and concealment of known facts.
219. Plaintiff realleges paragraphs 127 through 134 in this 9th cause of action for intentional misrepresentation and concealment of known facts.
220. Plaintiff realleges paragraphs 143 through 148 in this 9th cause of action for intentional misrepresentation and concealment of known facts.
221. Plaintiff realleges paragraphs 156 through 160 in this 9th cause of action for intentional misrepresentation and concealment of known facts.
222. Plaintiff realleges paragraphs 168 through 182 in this 9th cause of action for intentional misrepresentation and concealment of known facts.
223. Plaintiff realleges paragraphs 193 through 195 in this 9th cause of action for intentional misrepresentation and concealment of known facts.
224. Plaintiff realleges paragraphs 207 through 214 in this 9th cause of action for intentional misrepresentation and concealment of known facts.
225. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball, Tirey & St. John by signing the unlawful detainer complaint waived their attorney client privilege and attorney client work product under California Law. The Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm Kimball, Tirey & St. John as an attorney are officers of the Court First and has fiduciary relationship with the

1 Court not to misrepresent the facts to the Court. Bankson and Creason owed a duty of care
2 toward Bridgewater.

3 226. Defendants have intentionally misrepresented material facts to the Superior Court of
4 California under penalty of perjury.

5 227. The Defendants knew at all times following facts were not true and as an unlawful detainer
6 must be pled under penalty of perjury.

7 228. The defendants misrepresented and concealed known facts as follows:

8 a. Had an unauthorized party sign for plaintiff an obtain a Stipulation for Entry of
9 Judgment Dismissal; Order thereon dated, May 3, 2006.

10 b. Misrepresented and concealed of known facts an obtained a judgment of
11 for possession of premises on 12-19-07.

12 c. Had the apartment posted for eviction over the Christmas 2007/New Years 2008
13 period when Bridgewater never knew about any court proceeding initiated
14 by the Defendants.

15 d. The Defendants once again intentionally misrepresented material facts to both
16 plaintiff herein and the Court as follows:

17 e. Made material misrepresentation conceal known facts from the Pro
18 tem Judge during the settlement conference that Bridgewater paid all rents as
19 demanded in the five day notice to pay rent or quit. that plaintiff

20 f. With held information that they had at all times accepted payments from
21 Bridgewater.

22 g. Defendants concealed said facts form both plaintiff and also the Court to
23 knowingly obtain an eviction for plaintiff herein apartment.

- 1 h. Misrepresented that defendants were the prevailing parties in the unlawful
- 2 detainer lawsuit.
- 3 i. Misrepresented that they were entitled to cost and attorneys fees.
- 4 j. Misrepresented that they would refund plaintiff herein security deposit
- 5 and did so with no intentions to do so.
- 6 k. Misrepresented in said settlement agreement that they would give only a
- 7 neutral reference when they had no intentions to do so.

8 229. The defendant's misrepresentation of facts and concealment of known facts is the proximate
9 cause of Bridgewater of Bridgewater eviction from her apartment in which Bridgewater
10 sustained injuries and harm.

11 230. Had Creason and Bankson not concealed known facts or misrepresented facts, Bridgewater
12 would still have her apartment.

13 231. Bridgewater have been harmed and injured by the Defendants and have damages.

14 232. The Defendants acts have violated California Law in that no eviction could have been
15 entered against plaintiff herein and defendants knowingly misrepresented and concealed
16 these material facts from both plaintiff herein and the Court and have done so willfully with
17 malice and fore thought defined in CCP 3294 in an intentional act to injure plaintiff herein
18 requiring punitive damages against defendants subject to the net worth of said defendants.

19 233. Plaintiff is entitled to damages and punitive damages. That by reason of the aforesaid, the
20 plaintiff has been damaged in a sum not to exceed to exceed ten MILLION
21 (\$10,000,000.00) DOLLARS.

1
2 **TENTH CAUSE OF ACTION FOR FOR VIOLATION OF FIFTH &**
3 **FOURTEENTH AMENDMENT/DEPRIVATION OF PROCEDURAL DUE**
4 **PROCESS PURSUANT TO 42 U.S.C. § 1983 HUD 42 U.S.C. § 1437, 24 CFR**
5 **966.53(c) Hud Regulations. And VIOLATION OF PLAINTIFF CIVIL RIGHTS**
6 **PURSUANT TO 18 U.S.C. § 242**

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234. Plaintiff realleges paragraph 41 thru 54 in this 10th cause of action for violation of fifth and fourteenth amendment/deprivation of procedural due process, pursuant to 42 U.S.C. section 1983, HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations. and Violation of Civil Rights pursuant to 18 U.S.C. section 242.

235. Plaintiff realleges paragraph 60 thru 120 in this 10th cause of action for violation of fifth and fourteenth amendment/deprivation of procedural due process, pursuant to 42 U.S.C. section 1983 HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations. and Violation of Civil Rights pursuant to 18 U.S.C. section 242.

236. Plaintiff realleges paragraph 127 thru 134 in this 10th cause of action for violation of fifth and fourteenth amendment/deprivation of procedural due process, pursuant to 42 U.S.C. section 1983, HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations.and Violation of Civil Rights pursuant to 18 U.S.C. section 242.

237. Plaintiff realleges paragraph 143 thru 148 in this 10th cause of action for violation of fifth and fourteenth amendment/deprivation of procedural due process, pursuant to 42 U.S.C. section 1983, HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations.and Violation of Civil Rights pursuant to 18 U.S.C. section 242.

238. Plaintiff realleges paragraph 156 thru 160 in this 10th cause of action for violation of fifth and fourteenth amendment/deprivation of procedural due process, pursuant to 42 U.S.C. section 1983, HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations. and Violation of Civil Rights pursuant to 18 U.S.C. section 242.

1 239. Plaintiff realleges paragraph 168 thru 182 in this 10th cause of action for violation of fifth
2 and fourteenth amendment/deprivation of procedural due process, pursuant to 42 U.S.C.
3 section 1983, HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations and Violation of
4 Civil Rights pursuant to 18 U.S.C. section 242.
5

6 240. Plaintiff realleges paragraph 193 thru 195 in this 10th cause of action for violation of fifth
7 and fourteenth amendment/deprivation of procedural due process, pursuant to 42 U.S.C.
8 section 1983, HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations.and Violation of
9 Civil Rights pursuant to 18 U.S.C. section 242.
10

11 241. Plaintiff realleges paragraph 207 thru 214 in this 10th cause of action for violation of fifth
12 and fourteenth amendment/deprivation of procedural due process, pursuant to 42 U.S.C.
13 section 1983 HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations.and Violation of
14 Civil Rights pursuant to 18 U.S.C. section 242.
15

16 242. Plaintiff realleges paragraph 226 thru 230 in this 10th cause of action for violation of fifth
17 and fourteenth amendment/deprivation of procedural due process, pursuant to 42 U.S.C.
18 section 1983, HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations and Violation of
19 Civil Rights pursuant to 18 U.S.C. section 242.
20

21 243. The Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm
22 Kimball, Tirey & St. John as an attorney are officers of the Court First and has fiduciary
23 relationship with the Court not to misrepresent the facts to the Court.
24

25 244. The Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
26 Tirey & St. John by signing the unlawful detainer complaint waived their attorney client
27 privilege and attorney client work product under California Law. The defendants had a
28 duty of care toward Bridgewater.

1 245. On Nov. 2007, Bankson filed a Judgment filed with the court a Judgment of Non-
2 Compliance. On December 19th 2007, Bankson obtained a Judgment Pursuant to
3 Stipulation in the Unlawful Detainer, both of which were based upon the May 4, 2006,
4 Stipulation of Judgment Dismissal: Order thereon,
5

6 246. The defendants had receive from an Unauthorized Party, violating Bridgewater forth and
7 fifteen amendments Constitutional “due process rights”

8 247. Bridgewater filed a motion to vacate the Judgment received by the defendants.

9 248. The defendants filed opposition papers.

10 249. The court granted Bridgewater a vacated Judgment of January 22, 2008.

11 250. The law firm Kimball, Tirey, and St. John LLP, label themselves as “expert” in Unlawful
12 Detainer litigations. According to a recent article written by Jane Creason, they have
13 performed over 7000 evictions.(see exhibit 9 last ¶). The law firm had a standard or care
14 not to deviate their norm of practice “specialty” law; as they are “experts, unlawful
15 detainer litigation.

16 251. As unlawful detainer Specialist, Bankson should have investigate the facts surrounding the
17 vacation of the Judgment. Bankson had a copy of the rental ledger proving that
18 Bridgewater paid all rents as demanded in the five day notice. Bankson had a copy of the
19 Stipulation of Judgment Dismissal: Order thereon(unauthorized signature) they negligently
20 obtained on May 4, 2006.

21 252. The defendants ignored the courts Judgment and continue in their legal proceeding even
22 Though their was no grounds to; as Bridgewater had pay all rents as demanded in the five
23 Day notice and was in legal possession of the premises.

24 253. On Feb. 19, 2008, the day of the trial, at the settlement conference, Creason told

1 Bridgewater that she owed \$2,979.74, when in fact this amount incurred
2 From the defendant by obtaining a Judgment Pursuant the Unlawful Detainer received on
3 December 19, 2007(pursuant to the Stipulation for Entry of Judgment Dismissal received
4 from an unauthorized party. stopping Bridgewater section 8 payments.)
5

6 254. Being deceived, and without legal representation present, Bridgewater relied on the
7 information presented to her by Creason and was induced into a contract based on
8 fraudulent information.
9

10 255. The Defendants Shawn Bankson, Jane Creason and the law firm of Kimball, Tirey & St.
11 John had a legal; obligation under the Business & Professions Code section 6128 (a) not to
12 use any deceit or collusion, or consents to any deceit or collusion, with intent to deceive
13 the court or any party, and induce Bridgewater into a fraudulent contract.
14

15 256. By fraud, forced, coercion and under great duress Bridgewater to enter into the agreement
16 to take the 90 day move-out option. forced to enter into the agreement to take the 90 day
17 move-out option by lying to Bridgewater that the amount of \$2,979.74 owed, inducing
18 Bridgewater into a contract against her will.
19

20 257. The court did not have jurisdiction for the Stipulation and Entry of Judgment as:
21

- 22 i. The defendant expected all rental payments as demanded in the five day
23 notice and waived the notices and by operation of law could not evict.
- 24 ii. After vacation of Judgment, the Unlawful detainer required an immediate
25 dismissal.
- 26 iii. Bridgewater was the prevailing party in the case CUD-06-617995.
- 27 iv. The second notice to pay rent to quit was procured by fraud, as Bridgewater
28 had credit balances on her rental ledger.
- 29 v. The defendant violated "notice" requirements. A single Unlawful

detainer lawsuit must have only “one notice to pay rent or quit” and not two or multiple notices to pay rent.

vi. The defendants violated Federal State and local laws by not affording Bridgewater a pre-hearing eviction administrative hearing or grievance.

vii. The Judgment for Stipulation date Feb. 19, 2008 was procured by bad faith, fraud, deceit, duress, force and coercion.

258. The defendants in obtaining this "void" Judgment violated Bridgewater civil rights Pursuant to 18 U.S.C. § 242, and deprived Bridgewater of her due process rights pursuant to 42 U.S.C. § 1983. Hud rules and regulations.

259. Defendants have intentionally misrepresented material facts to this Court under penalty of perjury of the following facts that defendants knew at all times were not true and as a unlawful detainer must be pled under penalty of perjury.

260. Assuming that Judgment obtained on Dec. 19th, was negligently obtained, clearly the second Stipulated Judgment obtained on February 19, 2008, is not a mistake.

261. As these are "experts" in unlawful detainer litigations.

262. Plaintiff tenancy at all times mentioned was subject to Section 8 of the United States Housing Act of 1937, via HUD.

263. Plaintiff at all times mentioned was receiving section 8 payments.

264. Plaintiff at all times mentioned was in legal possession of the premises.

265. Plaintiff at all times mentioned had a valid HUD rental lease agreement.

266. Pursuant to Public housing (PHA) lease and grievance procedures, CFR 2

Provision below shall not be in a “new agreement,” or “shall be deleted from an existing lease either by amendment thereof or execution:

(a) *Confession of judgment.* Prior consent

1 by the tenant to any lawsuit the
2 landlord may bring against him in connection
3 with the lease and to a judgment
in favor of the landlord.

4 (b) *Distraint for rent or other charges.*
5 Agreement by the tenant that landlord
6 is authorized to take property of the
7 tenant and hold it as a pledge until the
tenant performs the obligation which
the landlord has determined the tenant
has failed to perform.

9
10 (c) *Exculpatory clauses.* Agreement by
11 the tenant not to hold the landlord or
12 landlord's agent liable for any acts or
omissions whether intentional or negligent
on the part of the landlord or the landlord's
13 authorized representatives or agents.

14 (d) *Waiver of legal notice by tenant
prior to actions for eviction or money
judgments.* Agreements by the tenant
15 that the landlord may institute suit
16 without any notice to the tenant that
17 the suit has been filed, thus preventing
18 the tenant from defending against the
lawsuit.

19 (e) *Waiver of legal proceedings.*
20 Authorization to the landlord to evict the
21 tenant or hold or sell the tenant's possessions
22 whenever the landlord determines
23 that a breach or default has occurred
without notice to the tenant or
any determination by a court of the
24 rights and liabilities of the parties.

25 (f) *Waiver of jury trial.* Authorization
26 of the landlord's lawyer to appear in
27 court for the tenant and waive the
right to a trial by jury.

28 (g) *Waiver of right to appeal judicial*

error in legal proceeding. Authorization to the landlord's lawyer to waive the right to appeal for judicial error in any suit or to waive the right to file a suit in equity to prevent the execution of a judgment.

(h) Tenant chargeable with cost of legal actions regardless of outcome. Provision that the tenant agrees to pay attorney's fees or other legal costs whenever the landlord decides to take action against the tenant even though the court determines that the tenant prevails in the action. Prohibition of this type of provision does not mean that the tenant as a party to the lawsuit may not be obligated to pay attorney's fees or other costs if he loses the suit.

267. Jane Creason's "expressed language" as set forth in the Judgment of Stipulation is in direct violation of HUD CFR 24 § 9.66.6(see settlement agreement exhibit 2).

Creasons article dated March 2009 states, "According to Creason article dated, March 2009, she states in her article quote. "For over 100 years, California's Constitution has granted defendants in most lawsuits the right to a jury trial. The California Constitution states in part, "Trial by jury is an inviolate right and shall be secured to all" This right extends to both residential and commercial subject to an unlawful detainer(eviction). Can this right be waived in their tenant's lease or other document?" (see exhibit 1)

The answer to that question is yes. Bridgewater was not part of the "All" in her article, which states that a trial by jury is an inviolate right and shall be secured to all.

Creason criminally and intentionally violated Bridgewater's right by concealing Known facts, and obtaining a "fraudulent Judgment, " in which no court in America

1 would have entertained had they known the truth of the matter. On Feb. 22, 2008, clearly
2 states Stipulation obtained by the defendant, that the Plaintiff waives, her right to a pre-
3 eviction hearing.(see exhibit 2#5)
4

5 268. The Defendants deprived Bridgewater of the fourteenth amendment "due process"
6 Constitutional rights once again by obtaining this Judgment procured by force, fraud,
7 duress, malice, evil intent, undue influence and coercion (see exhibit) Jane Creasons
8 went beyond her performance of professional duties by obtaining a Judgment of
9 Stipulation by fraud and coercion. The Stipulation for Entry of Judgment and order
10 thereon, obtained by the Defendants on Feb. 22, 2008, clearly states, that the Plaintiff
11 waives, her right to a pre-eviction hearing.
12

13 269. The Defendants willfully and with criminal intent, deprived Bridgewater of the fourteenth
14 amendment "due process" Constitutional rights once again by obtaining the Stipulated
15 Judgment via by force, fraud, coercion, malice and evil intent.
16

17 270. Bridgewater has not knowing waived her right to a hearing or trial. Plaintiff had a right to
18 plead an affirmative defense to the unlawful detainer and defendants at all times retaliated
19 against plaintiff. After Bridgewater received the vacated Judgment of January 22, 2008,
20 the defendants retaliated. The plaintiff still sought to evict plaintiff from her apartment in
21 violation of plaintiff's civil rights and U.S. fifth and fourteenth amendment Constitutional
22 rights. Plaintiff had a right to be free retaliation for vacating the judgment on
23 Jan. 22, 2008.
24

25 271. The defendants fraudulently obtained judgment of possession when no eviction could have
26 been entered against plaintiff by operation of law.
27

28 272. The defendant's actions of violating Bridgewater's constitutional due process rights and

1 civil rights has caused Bridgewater to become homeless and displaced and is the proximate
2 cause of Bridgewater injuries.
3

4 273. Had the defendant exercised, ordinary reasonable skills, and hadn't violated Bridgewater's
5 due process and her constitutional rights to due process would have not been evicted.
6

7 274. Bridgewater has been harmed by the defendants, injured and has damages.
8

9 275. Bridgewater is entitled to damages and punitive damages.
10

11 276. The Defendants acts have violated California Law in that no eviction could have been
12 entered against plaintiff herein and defendants knowingly violated Bridgewater US fifth
13 and fourteenth Amendment Constitutional "due process" rights pursuant to 42 U.S.C.
14 section 1983 and also violated her Civil Rights pursuant to 18 U.S.C. .
15

16 277. The acts of the defendants was done willfully with malice and fore thought as defined in
17 CCP 3294 in an intentional act to injure plaintiff herein requiring punitive damages against
18 defendants subject to the net worth of said defendants.
19

20 278. Plaintiff is entitled to damages and punitive damages. That by reason of the aforesaid, the
21 plaintiff has been damaged in a sum not to exceed in a sum not to exceed THIRTY FIVE
22 MILLION (\$35,000,000.00) DOLLARS.
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**ELEVENTH CAUSE OF ACTION FOR
CONSPIRACY TO DEPRIVE
PLAINTIFF OF DUE PROCESS RIGHTS, PURSUANT, FIFTH & FOURTEENTH
AMENDMENT, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud
Regulations. &.VIOLATION OF PLAINTIFF
CIVIL RIGHTS PURSUANT TO
18 U.S.C. 241**

279. Plaintiff realleges paragraph 41 thru 54 in this ninth cause of action for conspiracy to deprive Plaintiff of due process rights pursuant to 5th and 14th amendment 42 U.S.C. section 1983, & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations and Violation of Civil Rights pursuant to 18 U.S.C. section 242.

280. Plaintiff realleges paragraph 60 thru 120 in this ninth cause of action for conspiracy to deprive Plaintiff of due process rights pursuant to 5th and 14th amendment 42 U.S.C. section 1983, & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations and Violation of Civil Rights pursuant to 18 U.S.C. section 242.

281. Plaintiff realleges paragraph 127 thru 134 in this ninth cause of action for conspiracy to deprive Plaintiff of due process rights pursuant to 5th and 14th amendment 42 U.S.C. section 1983, & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations and Violation of Civil Rights pursuant to 18 U.S.C. section 242.

282. Plaintiff realleges paragraph 143 thru 148 in this ninth cause of action for conspiracy to deprive Plaintiff of due process rights pursuant to 5th and 14th amendment 42 U.S.C. section 1983, & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations and Violation of Civil Rights pursuant to 18 U.S.C. section 242.

284. Plaintiff realleges paragraph 156 thru 160 in this ninth cause of action for conspiracy to deprive Plaintiff of due process rights pursuant to 5th and 14th amendment 42 U.S.C.

1 section 1983, & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations and Violation
2 of Civil Rights pursuant to 18 U.S.C. section 242.

3 285. Plaintiff realleges paragraph 168 thru 182 in this ninth cause of action for conspiracy to
4 deprive Plaintiff of due process rights pursuant to 5th and 14th amendment 42 U.S.C.
5 section 1983, & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations and Violation
6 of Civil Rights pursuant to 18 U.S.C. section 242.

7 286. Plaintiff realleges paragraph 193 thru 195 in this ninth cause of action for conspiracy to
8 deprive Plaintiff of due process rights pursuant to 5th and 14th amendment 42 U.S.C.
9 section 1983, & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations and Violation
10 of Civil Rights pursuant to 18 U.S.C. section 242.

11 287. Plaintiff realleges paragraph 207 thru 214 in this ninth cause of action for conspiracy to
12 deprive Plaintiff of due process rights pursuant to 5th and 14th amendment 42 U.S.C.
13 section 1983, & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations and Violation
14 of Civil Rights pursuant to 18 U.S.C. section 242.

15 288. Plaintiff realleges paragraph 226 thru 230 in this ninth cause of action for conspiracy to
16 deprive Plaintiff of due process rights pursuant to 5th and 14th amendment 42 U.S.C.
17 section 1983, & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations and Violation
18 of Civil Rights pursuant to 18 U.S.C. section 242.

19 289. Plaintiff realleges paragraph 245 thru 272 in this ninth cause of action for conspiracy to
20 deprive Plaintiff of due process rights pursuant to 5th and 14th amendment 42 U.S.C.
21 section 1983, & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations and Violation
22 of Civil Rights pursuant to 18 U.S.C. section 242.

23 290. The Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm

1 Kimball, Tirey & St. John as an attorney are officers of the Court First and has fiduciary
2 relationship with the Court not to misrepresent the facts to the Court.
3

4 291. The attorneys and the law firm Kimball, Tirey & St. John by signing the unlawful
5 detainer complaint waived their attorney client privilege and attorney client work
6 product under California Law. The defendants had a duty of care toward Bridgewater.
7 292. On Feb. 19, 2008 the defendants and their client authorized Agent, Manager for Hayes
8 Valley Limited Partnership, Hasinah Rashim, and Jane Creason willfully and criminally
9 conspired to deprive Bridgewater of her fifth and fourteenth amendment due process
10 rights and her civil rights.
11
12 293. According Creason article written March 2009, she quoted, "Using the jury trail
13 Leverage- Unfortunately, some unscrupulous attorneys and tenants demand jury trials
14 for the ulterior purpose of holding their landlord hostage to the legal system. Knowing
15 that a jury trial typically takes much long to set, and longer to try, and that it is
16 therefore more expensive to prosecute, some tenant's attorneys and eviction defense
17 firm can, and do, use the demand of a jury trial as leverage to make unreasonable
18 settlement demands."
19
20 294. Jane Creason and her client had this very same thought.
21
22 295. On Feb. 19, 2008, the day of trial, at the settlement conference, Jane Creason knew
23 Bridgewater did not have any legal representation, and knew Bridgewater was mentally
24 disabled and could not marshal any defense. The defendants did not want to go through
25 with a trial and conspired to obtain a Judgment Procured by fraud to deprive Bridgewater
26 of her "due process" rights and civil rights. Further both the defendant and their client
27 signed the agreement.
28

1 296. Jane Creason and their client willfully and criminally to obtain a "fraudulent" Stipulated
2 Judgment for possession of Bridgewater apartment and executed the Agreement. "Each
3 signatory had the expressed authority of each other as stated in the
4 Stipulation of Judgment (see exhibit 2). Both parties criminally and willfully
5 Conspired to conceal critical evidence from the Pro tem Judge that all rent as
6 demanded in the five day notice to rent or quit was paid by Bridgewater on the day of
7 trial on Feb. 19, 2008.

8 297. Jane Creason and Hasinah Rahim, Property Manager for Hayes Valley aided and abetted
9 each other to obtain an illegal and fraudulent Stipulation for Entry of Judgment on
10 February 19, 2008 to deprive Bridgewater of federally protected rights to obtain
11 possession of Bridgewater apartment; knowing all well that plaintiff Bridgewater was
12 unable to obtain legal services to contest the fraudulent acts of defendants in bring said
13 eviction due to her indecency at all times mentioned herein. Both parties signed the
14 Stipulation for Entry of Judgment.
15
16 298. The Jane Creason and the Property Manager Hasinah Rahim conspired to prevent
17 Bridgewater from exercising her federally protected rights secured by the Constitution of
18 the United States of America and/or a pre-eviction hearing or grievance. The defendants
19 actions are the proximate cause Bridgewater has been harmed and injured. If the Plaintiff
20 had not conspired to willfully and criminally obtain a Stipulation of Judgment procured by
21 fraud on Feb. 19, 2008, Bridgewater would not have been injured and harmed.
22 Bridgewater have been harmed, injured and have damages.
23
24 299. Defendants acts have violated California Law in that no eviction could have been
25 entered against plaintiff herein and defendants knowingly conspired to deprive
26
27
28

1 Bridgewater of her "due process right" in the process violating her civil rights. The
2 defendants deceived both Bridgewater and the court and have done so willfully
3 with malice and fore thought defined in CCP 3294 in an intentional act to
4 injure plaintiff herein requiring punitive damages against defendants subject to the net
5
6 300. Plaintiff is entitled to damages and punitive damages. That by reason of the
7 aforesaid, the plaintiff has been damaged in a sum not to exceed One Hundred
8 MILLION (\$100,000,000.00) DOLLARS.
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**TWELVTH CAUSE OF ACTION
FOR INTENTIONAL INFILCTION OF
EMOTIONAL DISTRESS**

15 301. Plaintiff realleges paragraphs 41 through 54 in this twelvth cause of action for
16 Intentional Infliction of Emotional Distress.
17
18 302. Plaintiff realleges paragraphs 60 through 120 in this twelvth cause of action for
19 Intentional Infliction of Emotional Distress.
20
21 303. Plaintiff realleges paragraphs 127 through 134 in this twelvth cause of action for
22 Intentional Infliction of Emotional Distress.
23
24 304. Plaintiff realleges paragraphs 143 through 148 in this twelvth cause of action for
25 Intentional Infliction of Emotional Distress.
26
27 305. Plaintiff realleges paragraphs 156 through 160 in this twelvth cause of action for
28 Intentional Infliction of Emotional Distress.
29
30 306. Plaintiff realleges paragraphs 168 through 182 in this twelvth cause of action for
31 Intentional Infliction of Emotional Distress.
32

1 307. Plaintiff realleges paragraphs 193 through 195 in this twelfth cause of action for
2 Intentional Infliction of Emotional Distress.

3 308. Plaintiff realleges paragraphs 207 through 214 in this twelfth cause of action for
4 Intentional Infliction of Emotional Distress.

5 309. Plaintiff realleges paragraphs 226 through 230 in this twelfth cause of action for
6 Intentional Infliction of Emotional Distress.

7 310. Plaintiff realleges paragraphs 245 through 272 in this twelfth cause of action for
8 Intentional Infliction of Emotional Distress.

9 311. Plaintiff realleges paragraphs 292 through 298 in this twelfth cause of action for
10 Intentional Infliction of Emotional Distress.

11 312. The Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm
12 Kimball, Tirey & St. John as an attorney are officers of the Court First and has fiduciary
13 relationship with the Court not to misrepresent the facts to the Court.

14 313. The Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
15 Tirey & St. John by signing the unlawful detainer complaint waived their attorney client
16 privilege and attorney client work product under California Law. The defendants had a
17 duty of care toward Bridgwater.

18 314. On February 19, 2008, the property manager and Jane Creason obtained a judgment of
19 Stipulation and Judgment based on fraud, coercion, force, malice, evil intent, bad faith and
20 duress. Both parties signed the Stipulated Judgment. The court did not have jurisdiction to
21 obtain a judgment for possession of premises as all rents were paid as demanded in the
22 notice to pay rent or quit which is a collateral estoppel on eviction or any further
23 court proceedings.

1 315. On Feb. 19, 2008, the Defendants obtained a Judgment of Stipulation, in which the court
2 Did not have jurisdiction to even entertain a Judgment, and forced Bridgewater out of her
3 Apartment. The parties intended to cause Bridgewater harm. On February 19, 2008,
4 Bridgewater told the defendants that she did not have a place to live if they did not afford
5 her "due process rights" or a payment Arrangement to remain in the unit, however the
6 defendants refused. Bridgewater pleaded, time and time again with Creason for a payment
7 arrangement to remain in the unit however Creason ignored Bridgewater's request.
8

9 316. The Defendants knew the probability that plaintiff herein would suffer great
10 emotional distress, lost of dignity, and great humiliation would be more than likely.
11 The Defendants acts and each of them acted with reckless disregard of the probability that
12 plaintiff herein would suffer emotional distress; knowingly that plaintiff would be
13 rendered homeless as the result of defendants' acts.
14

15 317. The Defendants acted with fraud, reckless disregard and their conduct was the proximate
16 cause of plaintiff injuries and harm.
17

18 318. Defendants' acted with fraud, and reckless disregard knowing that plaintiff was not able to
19 retain legal counsel.
20

21 319. The total disregard for Bridgewater welfares constitution malice, reckless disregard, and
22 oppression. Had the defendants cared about Bridgewater welfare and performed their legal
23 duties as professionals Bridgewater would have not suffered emotional distress.
24 Bridgewater has been injured and damages by the defendants action.
25 Bridgewater also has damages.
26

27 320. The Defendants acts have violated California Law in that no eviction could have been
28 entered against plaintiff herein and defendants knowingly intended to cause Bridgewater

1 Intentional Infliction of Emotional Distress in that material facts from both plaintiff herein
2 and the Court and have done so willfully with malice as and fore thought defined in CCP
3 3294 in an intentional act to injure plaintiff herein requiring punitive damages against
4 defendants subject to the net worth of said defendants.

5 321. Plaintiff is entitled to damages and punitive damages. That by reason of the aforesaid, the
6 plaintiff has been damaged in a sum not to exceed Plaintiff is entitled to damages
7 by reason of the aforesaid, the plaintiff has been damaged in a sum not to exceed one
8 Billion (\$1,000,000,000.00) DOLLARS.
9

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13 **THIRTEENTH CAUSE OF ACTION**
14 **FOR NEGLIGENT INFILCTION OF**
15 **EMOTIONAL DISTRESS**

16

17 322. Plaintiff realleges paragraphs 41 through 54 in this 13th Cause of Action for Negligent
18 Intentional Infliction of Emotional Distress.

19 323. Plaintiff realleges paragraphs 60 through 120 in this 13th Cause of Action for Negligent
20 Intentional Infliction of Emotional Distress.

21 324. Plaintiff realleges paragraphs 127 through 134 in this 13th Cause of Action for Negligent
22 Intentional Infliction of Emotional Distress.

23 325. Plaintiff realleges paragraphs 143 through 148 in this 13th Cause of Action for Negligent
24 Intentional Infliction of Emotional Distress.

25 326. Plaintiff realleges paragraphs 156 through 160 in this 13th Cause of Action for Negligent
26 Intentional Infliction of Emotional Distress.

27 327. Plaintiff realleges paragraphs 168 through 182 in this 13th Cause of Action for Negligent

1 Intentional Infliction of Emotional Distress.

2 328. Plaintiff realleges paragraphs 193 through 195 in this 13th Cause of Action for Negligent

3 Intentional Infliction of Emotional Distress.

4 329. Plaintiff realleges paragraphs 207 through 214 in this 13th Cause of Action for Negligent

5 Intentional Infliction of Emotional Distress.

6 330. Plaintiff realleges paragraphs 226 through 230 in this 13th Cause of Action for Negligent

7 Intentional Infliction of Emotional Distress.

8 331. Plaintiff realleges paragraphs 245 through 272 in this 13th Cause of Action for Negligent

9 Intentional Infliction of Emotional Distress.

10 332. Plaintiff realleges paragraphs 292 through 298 in this 13th Cause of Action for Negligent

11 Intentional Infliction of Emotional Distress.

12 333. Plaintiff realleges paragraphs 314 through 319 in this 13th Cause of Action for Negligent

13 Intentional Infliction of Emotional Distress.

14 334. The Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm

15 Kimball, Tirey & St. John as an attorney are officers of the Court First and has fiduciary

16 relationship with the Court not to misrepresent the facts to the Court.

17 335. The Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,

18 Tirey & St. John by signing the unlawful detainer complaint waived their attorney client

19 privilege and attorney client work product under California Law.

20 336. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball, Tirey

21 & St. John, owned a duty of care not to deceive the court or judge regarding the ability of

22 their client Hayes Valley Limited Partnership as well as defendants to bring an unlawful

23 detainer. Under the statutory provisions of California law, they are officers of the court

1 first, and had a duty of care while performing their duties under the law.

2 337. The Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
3 Tirey & St. John, as well as their client, had a duty to comply with California law in
4 bringing the unlawful detainer.

5 338. The defendants and had an ethical duty not to over step the bounds of law to evict plaintiff
6 Bridgewater; as Bridgewater paid all rent as demanded in the five day notice to quit and
7 cured the deficiency in the rent.

8 339. Under California Law unlawful detainers are summary proceedings and as such under
9 California Law all unlawful detainers must be strictly complied with state statutes and as
10 such payment of rents acceptance after a pay rent or quit notice prohibits the entry of
11 judgment of eviction.

12 340. Plaintiff was a "direct victim" which arose from defendants violations by obtaining a
13 Stipulation for Entry of Judgment Possession of the premises at 427 Page Street, San
14 Francisco, California in May 2006, by illegally having some else sign plaintiff's name to the
15 document.

16 341. Defendants further acts of having plaintiff's apartment posted for eviction when defendants
17 knew at all times that plaintiff had never entered into said agreement and that no evictions
18 could take place during the Christmas 2007/ New Years 2008 period.

19 342. Plaintiff as a direct result of defendants negligent infliction of emotional distress suffered
20 "serious emotional distress" by being placed in a homeless situation and having to live in a
21 homeless shelters. Plaintiff have lost dignity as well as self esteem and; as still a further
22 direct result of the negligent inflection of emotional distress plaintiff suffered a broken
23 foot due to the "unexpected writ for possession of premises" being posted on Plaintiff, door
24

1 during the Christmas 2007/New Years 2008 holiday period, was pressured to move causing
2 plaintiff to break her foot, which resulted in permanent damage to Plaintiff.
3

4 343. Defendants acts were done negligently as their client Hayes Valley Limited Partnership,
5 operate low income housing units. The defendants know that the tenants have
6 vulnerability to illegal acts of the defendants herein as they have ability to enforce there
7 rights and would be unable to adequately cope with the mental stress engendered by the
8 totality of the circumstances of the illegal acts of defendants herein.
9

10 344. The direct acts of the defendant's negligent, illegal acts resulted and caused plaintiff
11 injuries.
12

13 345. The plaintiff has suffered "serious" emotional distress which was accompanied by actual
14 physical injury as their client McCormack Baron Ragan Management Services Inc. which
15 was, at all times mentioned never a duly licensed property management company in
16 California under California Law and as such they accepted rental payments form plaintiff
17 herein and still evicted plaintiff in violation of California Law.
18

19 346. Had the defendants not obtained a Stipulation Judgment from an unauthorized party on
20 May 4, 2006, the Plaintiff would have not suffered harm and injuries would have not
21 suffered "serious" Emotional Distress.
22

23 347. Defendants acts have violated California Law in that no eviction could have been entered
24 against plaintiff herein and defendants negligently performed their duties as attorneys,
25 which resulted in Bridgewater's emotional distress. These acts by the Plaintiff have been
26 done Negligently. Bridgewater has been injured and has damages. Defendants acts were
27 and are foreseeable as collection of rent after a five day notice to pay rent violated all
28 statutory provisions of California Law, and these egregious acts were foreseeable and

1 plaintiff tort claim includes all damages caused by this misconduct including moving
2 expenses, loss of use of the premises as well as medical costs incurred as proximate cause
3 by defendants illegal acts. Plaintiffs has been harmed and have damages. Plaintiff is
4 entitled to damages.
5

6 348. That by reason of the aforesaid, the plaintiff requests a sum not to exceed Five hundred
7 MILLION (\$500,000,000.00) DOLLARS.
8
9

10 **FOURTEENTH CAUSE OF ACTION**
11 **FOR COMMON LAW MALCIOUS**
12 **PROSECUTION**

13 349. Plaintiff realleges paragraphs 41 through 54 in this fourteenth Cause of Action
14

15 Malicious Prosecution.

16 350. Plaintiff realleges paragraphs 60 through 120 in this fourteenth Cause of Action
17

18 Malicious Prosecution.

19 351. Plaintiff realleges paragraphs 127 through 134 in this fourteenth Cause of Action
20

21 Malicious Prosecution.

22 352. Plaintiff realleges paragraphs 143 through 148 in this fourteenth Cause of Action
23

24 Malicious Prosecution.

25 353. Plaintiff realleges paragraphs 156 through 160 in this fourteenth Cause of Action
26

27 Malicious Prosecution.

28 354. Plaintiff realleges paragraphs 168 through 182 in this fourteenth Cause of Action
29

30 Malicious Prosecution.

31 355. Plaintiff realleges paragraphs 193 through 195 in this fourteenth Cause of Action
32

1 Malicious Prosecution.

2 356. Plaintiff realleges paragraphs 207 through 214 in this fourteenth Cause of Action

3 Malicious Prosecution.

4 357. Plaintiff realleges paragraphs 226 through 230 in this fourteenth Cause of Action

5 Malicious Prosecution.

6 358. Plaintiff realleges paragraphs 245 through 272 in this fourteenth Cause of Action

7 Malicious Prosecution.

8 359. Plaintiff realleges paragraphs 292 through 298 in this fourteenth Cause of Action

9 Malicious Prosecution.

10 360. Plaintiff realleges paragraphs 314 through 319 in this fourteenth Cause of Action

11 Malicious Prosecution.

12 361. Plaintiff realleges paragraphs 337 through 346 in this fourteenth Cause of Action

13 Malicious Prosecution.

14 362. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball, Tirey
15 & St. John by signing the unlawful detainer complaint waived their attorney client privilege
16 and attorney client work product under California Law. The Defendants Shawn Bankson,
17 and Jane Creason and as members of defendant law firm Kimball, Tirey & St. John as an
18 attorney are officers of the Court First and has fiduciary relationship with the Court not to
19 misrepresent the facts to the Court.

20 363. Unlawful detainer are summary proceedings and requires strict compliances with
21 California laws. The duty of an attorneys under Section 128.7 (b) et seq. C.C.P. requires
22 that before an attorney can proceed and make representations to a Court requires an
23 Attorney can do so only "after an inquiry under the circumstances" and as such here

1 the records of the defendant Hayes Valley Limited Partnership shows that plaintiff's
2 rent was current and that defendant Hayes Valley Limited Partnership had at all times
3 relevant accepted payments rendering the unlawful detainer void as no valid "Notice to
4 Pay Rent or Quit" was in effect and thusly there was no jurisdiction by the Court to
5 even proceed with an unlawful detainer.
6

8
9 364. The Defendants gave Bridgewater an "invalid" notice to quit pay rent or quit listing "no
10 exact amount due" allegedly for past due rent for the month Sept. 2005 thru March 2006.

11
12 Assuming that Bridgewater owed rent for these months, the amount total is \$749.00.

13 365. The defendant filed an unlawful detainer lawsuit for \$749.00 the defendant's.
14

15 366. Bridgewater made a payment of \$108.00 in October 2005.(see exhibit 4)

16 367. The amount owing from Bridgewater would have totaled \$641.00.

17 368. Shawn Bankson had a duty and standard of care to fully investigate the facts
18 surrounding the case. Bankson failure to look at the rental ledger, in which it clearly
19 reflected that Bridgewater made of payment of \$108.00 in Oct.2005 and only owed
20 \$641.00 constitutes lack of probable cause to file an unlawful detainer of \$749.00.
21

22 369. Bankson did not have the evidence to prove Bridgewater owed \$749.00, nor to file an
23 unlawful detainer lawsuit for \$749.00; as the rental ledger clearly shows and prove
24 Bridgewater paid October rent for \$108.00. not \$749.00.(see rental ledger exhibit 4)
25

26 370. On May 4, 2006, the Defendants then obtained an Stipulation for Entry of Judgment
27 Dismissal; Order thereon from an unauthorized Party, depriving Bridgewater of her
28 federally protected "due process" rights to a pre-eviction hearing.

1 371. The Defendants gave Bridgewater a second notice to pay rent or quit, in the case, with
2 "no exact dollar amount." for months July 2007 thru Nov. 2007 for the alledged amount
3 of \$390.00. Bridgewater had credit balances on her rental ledger from July thru
4 Sept.2007 and only owed \$62.74 in October 2007. (see exhibit 4 rental ledger)
5 The defendants nor their client had probable cause or evidence to support the second
6 notice to pay rent or quit; as the notice was invalid an failed to meet the statutory
7 requirements of an valid notice to pay rent or quit(for not having an exact dollar
8 amount pursuant to CCP 1161) nor did it have the correct amount of rent that was
9 allegedly due. Further, Bridgewater had credit balances on her rental ledger for the
10 period in which the defendants gave her a second notice to pay rent or quit. All rents
11 were paid as demanded in the 1st five day notice to pay rent or quit.
12
13 372. Bankson knew that they had excepted all rents as demanded in the five day notice and
14 Bridgewater was in legal possession of the premises; as the rental ledger clearly showed
15 this. Further, the unlawful detainer herein never met the statutory requirements to even
16 bring an unlawful detainer in case number CUD-06-617995.
17
18 373. On Dec. 19, 2007. Bankson obtained a fraudulent Judgment pursuant to the
19 Stipulation Unlawful they received from the prior Stipulation of Judgment;
20 Dismissal(unauthorized party) obtained on May 4, 2006.
21
22 374. The defendants then evicted Bridgewater during this Christmas 2007 /New
23 Year 2008 holiday season period.
24
25 375. Bridgewater was forced into court to defend herself; as the Defendants submitted a
26 Stipulation Judgment and Dismissal; Order Thereon(unauthorized signature) that they had
27 received on May 4, 2006 and evicted Bridgewater for non-payment of rent.
28

1 On January 22, 2008, the court granted Bridgewater a vacation of Judgment the
2 Defendants received on December 19, 2007.

3 376. Bridgewater was the prevailing party in CUD-06-617995 and in legally possession of the
4 Premises.

5 377. Any reasonable person would have investigated the facts surround the vacation of the
6 Judgment received by Bridgewater. As an “expert” in Unlawful Detainer litigation
7 Bankson should have known that the case required an immediate dismissal. As Bankson
8 had the rental ledger proving that Bridgewater had paid all rents as demanded in the
9 five day notice to pay rent or quit.

10 378. The Defendants ignored the Court’s authority and the vacated Judgment.

11 379. The Defendant’s continued to prosecute the case. The law firm of Kimball, Tirey &
12 St. John still moved for eviction even through there was no basis for doing so under
13 California law. The defendants had an ethical duty not to over step the bounds of law
14 by proceeding to evict plaintiff Bridgewater when no rent was due.

15 380. On February 15, 2008, the day of trial, during the settlement conference, the Defendants
16 Misrepresented facts to the Pro Tem Judge and Bridgewater that she owed \$2,979.74,
17 when this amount incurred from the defendants obtaining a fraudulent Stipulation for
18 Entry of Judgment Dismissal; Order thereon depriving Bridgewater of her
19 federally protected rights the Defendants, maliciously, induced Bridgewater by fraud,
20 coercion, duress, bad faith, and forced Bridgewater to sign a Stipulation for Judgment
21 Order thereon prosecuting/evicting Bridgewater a second time.

22 381. The defendants willfully and misrepresented facts to the pro tem Judge and the court to
23 obtained a Judgment procured by fraud to get illegal possession of

1 Bridgewater apartment.

2 382. No Judgment could have been entered with the court, the court did not have jurisdiction, as
3 Bridgewater paid all rents as demanded in the five day notice to pay rent or quit and the
4 defendants accepted all rents; in which it is a collateral estoppel on eviction.

5 383. The illegal acts of the defendants to maliciously prosecuted the unlawful
6 detainer lawsuit was purely done out of "passion" to obtain possession of Bridgewaters
7 apartment. Any settlement agreements and or Judgments procured by fraud and force is
8 "Null and Void. Had the defendants not obtained a Stipulation of Entry of Judgment date
9 February 19, 2008 perpetrated from fraud. Bridgewater quiet enjoyment would have not
10 been violated.

11 384. Bridgewater has been injured and has damages. Defendants acts were and are
12 foreseeable as collection of rent after a five day notice to pay rent violated all statutory
13 provisions of California Law, and these egregious acts were foreseeable and plaintiff
14 tort claim includes all damages caused by this misconduct, including moving
15 expenses, loss of use of the premises as well as medical costs incurred. The defendants
16 actions is the proximate cause of Bridgewater injuries and damages.

17 385. The defendants action caused plaintiff injury and harm and the Plaintiff have damages.
18 Bridgewater would still have her apartment, had the defendant not prosecuted the case.
19 Defendant's acts have violated California Law in that no eviction could have been entered
20 against plaintiff herein and defendants knowingly misrepresented and concealed these
21 material facts from both plaintiff herein and the Court and have done so willfully with
22 malice and fore thought defined in CCP 3294 in an intentional act to injure plaintiff
23 herein requiring punitive damages against defendants subject to the net worth of
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1 said defendants.

2 386. Plaintiff is entitled to damages and punitive damages. That by reason of the aforesaid, the
3 plaintiff has been damaged in a sum not to exceed Plaintiff is entitled to damages
4 by reason of the aforesaid, the plaintiff has been damaged in a sum not to exceed one
5 Billion (\$1,000,000,000.00) DOLLARS.

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9
FIFTEENTH CAUSE OF ACTION
10 **FOR COMMON LAW ABUSE OF**
11 **PROCESS**

12
13
14 387. Plaintiff realleges paragraphs 41 through 54 in this fifteenth Cause of Action
15 Abuse of Process.

16 388. Plaintiff realleges paragraphs 60 through 120 in this fifteenth Cause of Action
17 Abuse of Process.

18 389. Plaintiff realleges paragraphs 127 through 134 in this fifteenth Cause of Action
19 Abuse of Process.

20 390. Plaintiff realleges paragraphs 143 through 148 in this fifteenth Cause of Action
21 Abuse of Process.

22 391. Plaintiff realleges paragraphs 156 through 160 in this fifteenth Cause of Action
23 Abuse of Process.

24 392. Plaintiff realleges paragraphs 168 through 182 in this fifteenth Cause of Action
25 Abuse of Process.

26 393. Plaintiff realleges paragraphs 193 through 195 in this fifteenth Cause of Action

1 Abuse of Process.

2 394. Plaintiff realleges paragraphs 207 through 214 in this fifteenth Cause of Action

3 Abuse of Process.

4 395. Plaintiff realleges paragraphs 226 through 230 in this fifteenth Cause of Action

5 Abuse of Process.

6 396. Plaintiff realleges paragraphs 245 through 272 in this fifteenth Cause of Action

7 Abuse of Process.

8 397. Plaintiff realleges paragraphs 292 through 298 in this fifteenth Cause of Action

9 Abuse of Process.

10 398. Plaintiff realleges paragraphs 314 through 319 in this fifteenth Cause of Action

11 Abuse of Process.

12 399. Plaintiff realleges paragraphs 337 through 346 in this fifteenth Cause of Action

13 Abuse of Process.

14 400. Plaintiff realleges paragraphs 363 through 383 in this fifteenth Cause of Action

15 Abuse of Process.

16 401. The Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,

17 Tirey & St. John by signing the unlawful detainer complaint waived their attorney client

18 privilege and attorney client work product under California Law. The defendants had a

19 duty of care toward Bridgwater.

20 402. No Judgment could have been entered with the court as Bridgewater paid all rents

21 As demanded in the five day notice to pay rent or quit and the defendants accepted

22 All rents; in which it is a collateral estoppel on eviction.

23 403. The defendant deceive the use the Pro tem Judge by falsely asserting that

1 Bridgewater owed past due rent to obtain the Stipulation of Judgment in order to
2 gain an unfair and illegal advantage to get possession of Bridgewater apartment.
3

404. On February 19, 2008 the defendants misused the power of the court, and the
4 authority of the court to obtain a Stipulation of Judgment procured by fraud,
5 coercion, and force(cite law) to wrongfully evict Bridgewater from the unit.
6

405. The Jane Creason and her clients maliciously and deliberately misused and perverted the
7 court process(settlement conference) to obtain a Stipulation of fraudulent stipulation of
8 Judgment. Settlement conferences are intended for “good faith” negotiation; the
9 defendants did just the opposite and misused the settlement conference to fraudulently
10 obtain and Stipulation of Judgment to wrongfully evict Bridgewater.
11

406. Legal proceeding in the Superior Court of California as well as any court, are intended for
12 fairness, and justice for all and not to abuse and misuse for a purpose intended to satisfy
13 one’s own “passion.” Had Creason respected the courts authority and not misused the
14 court system Bridgewater would not have been evicted and sustained injuries
15

407. On February 19, 2008 the defendants misused the power of the court, and the
16 authority of the court to obtain a Stipulation of Judgment procured by fraud,
17 coercion, and force to wrongfully evict Bridgewater from the unit.
18

408. The defendants action caused plaintiff injury and harm and the Plaintiff have damages.
19 The defendants conduct is the proximate cause of Bridgewater injuries and damages.
20 The conduct defendants and all of them which defendants carried out with a conscious
21 disregard for misusing the court system for a purpose it was not intended to obtain a
22 fraudulent Judgment to evict Bridgewater is codified under the statutory definition of
23 malice, pursuant to California Civil Code Section 3294 (c). The defendant acted
24

25

26

27

28

1 willfully with malice and fore thought in an intentional act to injure plaintiff herein
2 requiring punitive damages against defendants subject to the net worth of
3 said defendants.
4

5 409. Plaintiff is entitled to damages and punitive damages.
6

7 410. That by reason of the aforesaid, the plaintiff request sum not to
8 exceed fifteen million(\$15,000,000.00) DOLLARS.
9
10 \

11 **SIXTEENTH CAUSE OF ACTION**
12 **FOR TORTIOUS INTERFERENCE**
13 **PLAINTIFF'S RIGHT TO QUIET ENJOYMENT**
14 **LEASE HOLD INTEREST IN RENTAL UNIT**

15 411. Plaintiff realleges paragraphs 41 through 54 in this sixteenth Cause of Action Tortuous
16 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.
17

18 412. Plaintiff realleges paragraphs 60 through 120 in this sixteenth Cause of Action Tortuous
19 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.
20

21 413. Plaintiff realleges paragraphs 127 through 134 in this sixteenth Cause of Action Tortuous
22 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.
23

24 414. Plaintiff realleges paragraphs 143 through 148 in this sixteenth Cause of Action Tortuous
25 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.
26

27 415. Plaintiff realleges paragraphs 156 through 160 in this sixteenth Cause of Action Tortuous
28 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.
29

30 416. Plaintiff realleges paragraphs 168 through 182 in this sixteenth Cause of Action Tortuous
31 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.
32

33 417. Plaintiff realleges paragraphs 193 through 195 in this sixteenth Cause of Action Tortuous
34

1 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

2 418. Plaintiff realleges paragraphs 207 through 214 in this sixteenth Cause of Action Tortuous

3 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

4 419. Plaintiff realleges paragraphs 226 through 230 in this sixteenth Cause of Action Tortuous

5 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

6 420. Plaintiff realleges paragraphs 245 through 272 in this sixteenth Cause of Action Tortuous

7 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

8 421. Plaintiff realleges paragraphs 292 through 298 in this sixteenth Cause of Action Tortuous

9 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

10 422. Plaintiff realleges paragraphs 314 through 319 in this sixteenth Cause of Action Tortuous

11 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

12 423. Plaintiff realleges paragraphs 337 through 346 in this sixteenth Cause of Action Tortuous

13 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

14 424. Plaintiff realleges paragraphs 363 through 383 in this sixteenth Cause of Action Tortuous

15 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

16 425. Plaintiff realleges paragraphs 402 through 407 in this sixteenth Cause of Action Tortuous

17 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

18 426. The Defendants Shawn Bankson, Jane Cresson as an attorneys and the law firm Kimball,

19 Tirey & St. John by signing the unlawful detainer complaint waived their attorney client

20 privilege and attorney client work product under California Law. The defendants had a

21 duty of care toward Bridgewater.

22 427. The defendants obtained a Stipulation for Judgment and Dismissal thereon (a pre-eviction

23 hearing) from an unauthorized party, without Bridgewater knowledge or consent;

1 depriving Bridgewater of “pre-hearing eviction and her “due process” rights.

2 428. On December 19, 2007, the Defendant’s obtained a Stipulation Judgment pursuant to the
3 fraudulent Stipulation of Judgment and Dismissal thereon dated May 3, 2006, and violated
4 Bridgewater federally protected fourteenth amendment constitutional “due process” rights.

5 429. The defendants illegal evicted Bridgewater based on the fraudulent Stipulation of
6 Judgment dismissal thereon received on May 3, 2006; violating her constitutional rights.

7 430. Bridgewater filed a motion to vacate the Judgment.

8 431. The defendants opposed the vacated Judgment.

9 432. On January 22, 2008, Bridgewater received a vacated of the fraudulent judgment the
10 defendants received.

11 433. Any reasonable person would have investigated facts surrounding the vacated Judgment.

12 434. The law firm Kimball, Tirey , and St. John LLP, label themselves as “expert” in Unlawful
13 Detainer litigations. According to a recent article written by Jane Creason, they have
14 performed over 7000 evictions.(see exhibit 1 last ¶).

15 435. The law firm had a standard or care not to deviate their norm of practice “specialty” law;
16 as they are “experts, unlawful detainer litigation.

17 436. As specialist Bankson knew that the case should have been immediately dismissed. As all
18 rents were paid as demanded in the five day notice to quit; as the “notices to pay rent to quit
19 was incorrect and invalid and Bridgewater was in legal possession of the apartment.

20 437. The defendant ignored this vacation of Judgment and violated Bridgewater federally
21 protected constitutional rights once again.

22 438. One February 19, 2008, on the day of trial at the settlement conference. The defendants
23 deceived the pro tem judge and Bridgewater that she owed back rent of \$2,979.74.

24 439. The defendants tortuously interfered with Bridgewater’s section 8 payments/contract.

1
2 440. Defendants acts of the attorneys and the law firm Shawn Bank son, Jane Cresson as
3 attorneys and the law firm Kimball, Tire & St. John and done on behalf of Defendants Hayes
4 Valley Limited Partnership, tortiously interfered with plaintiff Bridgewater's rights to quiet
5 enjoyment of the use of apartment and her lease hold rights and interests by proceeding on an
6 unlawful detainer in this case when all rents were paid as demanded in the five day notice.
7
8

441 . Defendants Jane Creason obtained a judgment perpetrated by fraud, force, coercion
9 authorized, approved, and ratified the illegal acts of evicting plaintiff from her premises.
10
11

442. Jane Creason as attorneys and the law firm Kimball, Tirey & St. John misrepresent facts to
12 the Court and obtained a Stipulation for Entry of Judgment and Order Thereon when in
13 actuality there were no valid grounds for eviction. The defendants action are the proximate
14 cause Bridgewater quiet enjoyment have been violated.
15

443. Had the defendants not obtained a Stipulation of Entry of Judgment date February 19, 2008
16 perpetrated from fraud. Bridgewater quiet enjoyment would have not been violated.
17
18

444. Defendants acts have violated California Law in that no eviction could have been entered
19 against plaintiff herein and defendants knowingly misrepresented and concealed these
20 material facts from both plaintiff herein and the Court and have done so willfully with
21 malice and fore thought defined in CCP 3294 in an intentional act to injure plaintiff herein
22 requiring punitive damages against defendants subject to the net worth of said defendants.
23
24

445. Bridgewater has been injured and has damages. Defendants acts were and are foreseeable as
25 collection of rent after a five day notice to pay rent violated all statutory provisions of
26 California Law, and these egregious acts were foreseeable and plaintiff tort claim includes
27 all damages caused by this misconduct including moving expenses, loss of use of the
28

premises as well as medical costs incurred as proximate cause by defendants illegal acts.

446. Plaintiff is entitled to damages and punitive damages.

447. That by reason of the aforesaid, the plaintiff request sum not to exceed ten million(\$10,000,000.00) dollars.

**SEVENTEENTH CAUSE OF
ACTION FOR PUNITIVE DAMAGES**

448. Plaintiff realleges paragraphs 41 through 54 in this seventeenth cause of action for punitive damages.

449. Plaintiff realleges paragraphs 60 through 120 in this seventeenth cause of action for punitive damages.

450. Plaintiff realleges paragraphs 127 through 134 in this seventeenth cause of action for
punitive damages.

451. Plaintiff realleges paragraphs 143 through 148 in this seventeenth cause of action for
punitive damages.

452. Plaintiff realleges paragraphs 156 through 160 in this seventeenth cause of action for
punitive damages.

453. Plaintiff realleges paragraphs 168 through 182 in this seventeenth cause of action for
punitive damages.

454. Plaintiff realleges paragraphs 193 through 195 in this seventeenth cause of action for
punitive damages.

455. Plaintiff realleges paragraphs 207 through 214 in this seventeenth cause of action for punitive damages.

456. Plaintiff realleges paragraphs 226 through 230 in this seventeenth cause of action for

1 punitive damages.

2 457. Plaintiff realleges paragraphs 245 through 272 in this seventeenth cause of action for
3 punitive damages.

4 458. Plaintiff realleges paragraphs 292 through 298 in this seventeenth cause of action for
5 punitive damages.

6 459. Plaintiff realleges paragraphs 314 through 319 in this seventeenth cause of action for
7 punitive damages.

8 460. Plaintiff realleges paragraphs 337 through 346 in this seventeenth cause of action for
9 punitive damages.

10 461. Plaintiff realleges paragraphs 363 through 383 in this seventeenth cause of action for
11 punitive damages.

12 462. Plaintiff realleges paragraphs 402 through 407 in this seventeenth cause of action for
13 punitive damages.

14 463. Plaintiff realleges paragraphs 427 through 443 in this seventeenth cause of action for
15 punitive damages.

16 464. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
17 Tirey & St. John by signing the unlawful detainer complaint waived their attorney client
18 privilege and attorney client work product under California Law. The Defendants Shawn
19 Bankson, and Jane Creason and as members of defendant law firm Kimball, Tirey & St.
20 John as an attorney are officers of the Court First and has fiduciary relationship with the
21 Court not to misrepresent the facts to the Court. Bankson and Creason owed a duty of care
22 toward Bridgewater.

23 465. At all times mentioned herein Defendants Shawn Bankson, and Jane Creason as well as
24

1 The law firm of Kimball, Tirey & St. John principal and specialized area of law practice
2 was that of evictions and unlawful detainer litigation. The defendants knew that by
3 proceeding on an unlawful detainer, when the defendants and their client collected all
4 outstanding rents on the unit commonly known as 427 Page Street, San Francisco,
5 California and evicting plaintiff would result in serious emotional distress and negligent
6 infliction of emotional distress.

7
8 466. The Defendants at all times mentioned herein had full knowledge of and understanding of
9 the consequences of their acts in obtaining a Stipulated Judgment on Feb. 19, 2008
10 procured by fraud. The Defendants knew the execution of such "fraudulent" Stipulation
11 would render Bridgewater homeless and displaced. However, the defendants still
12 proceeded with eviction in a conscious disregard of plaintiff's right to be free from any
13 eviction for non-payment of rent.

14
15 467. Defendants acts were done willfully with malice and fore through as defendants Hayes
16 Valley Limited Partnership, Inc having fraudulently obtained a Stipulated Judgment of Feb.
17 19, 2008 and proceeded with an eviction even though Plaintiff was in legal possession
18 of the premises. The defendants never meet California Statutory law(CCP 1161) in the
19 five day notice to pay rent or quit, in addition did not have the correct "amounts due" on
20 both notices to rent or quit.

21
22 468. The defendants used there superior bargaining power to force Bridgewater to
23 agree to vacate her apartment commonly known as 427 Page Street when there were no
24 grounds to do so and in fact defendants concealed and misrepresented these facts to the
25 Court in further acts of willful and malice and oppression toward plaintiff.

26
27 469. The defendants action is the proximate cause of injury and harm to Bridgewater, and

1 Bridgewater have damages. Had the defendants had compassion toward Bridgewater she
2 would not have been harmed, injured and rendered homeless.
3

470. The acts of the defendants and all of them which the defendants carried out with total
4 conscious disregard for plaintiff's rights and her right to the possession of the premises as
5 codified under the statutory definition of malice, pursuant to Civil Code Section 3294 (c)
6

7 471. That by reason of the aforesaid, the plaintiff request sum of punitive damages not to
8 exceed the sum of nine hundred billion(900,000,000,000.00) dollars.
9
10
11

12 **EIGHTEENTH CAUSE OF ACTION FOR
13 CONSUMER LEGAL REMEDIES ACT
14 PURSUANT TO § 1780 (b) & 3345 (2)
15 OF THE CALIFORNIA CIVIL CODE**

16 472. Plaintiff realleges paragraphs 41 through 54 in this 18th cause of action of Consumers
17 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
18

19 473. Plaintiff realleges paragraphs 60 through 120 in this 18th cause of action of Consumers
20 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
21

22 474. Plaintiff realleges paragraphs 127 through 134 in this 18th cause of action of Consumers
23 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
24

25 475. Plaintiff realleges paragraphs 143 through 148 in this 18th cause of action of Consumers
26 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
27

28 476. Plaintiff realleges paragraphs 156 through 160 in this 18th cause of action of Consumers
29 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
30

31 477. Plaintiff realleges paragraphs 168 through 182 in this 18th cause of action of Consumers
32 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
33

1
2 478. Plaintiff realleges paragraphs 193 through 195 in this 18th cause of action of Consumers
3 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
4 479. Plaintiff realleges paragraphs 207 through 214 in this 18th cause of action of Consumers
5 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
6 480. Plaintiff realleges paragraphs 226 through 230 in this 18th cause of action of Consumers
7 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
8 481. Plaintiff realleges paragraphs 245 through 272 in this 18th cause of action of Consumers
9 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
10 482. Plaintiff realleges paragraphs 292 through 298 in this 18th cause of action of Consumers
11 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
12 483. Plaintiff realleges paragraphs 314 through 319 in this 18th cause of action of Consumers
13 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
14 484. Plaintiff realleges paragraphs 337 through 346 in this 18th cause of action of Consumers
15 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
16 485. Plaintiff realleges paragraphs 363 through 383 in this 18th cause of action of Consumers
17 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
18 486. Plaintiff realleges paragraphs 402 through 407 in this 18th cause of action of Consumers
19 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
20 487. Plaintiff realleges paragraphs 427 through 443 in this 18th cause of action of Consumers
21 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE.
22 488. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball, Tirey
23 & St. John by signing the unlawful detainer complaint waived their attorney client
24
25
26
27
28

1 privilege and attorney client work product under California Law. The defendants had a
2 duty of care toward Bridgewater.

3 489. Plaintiff Sharon Bridgewater, is and at the times of the acts complained of herein,
4
5 was a disabled person within the meaning of Consumers Legal Remedies Act.

6 490. Bridgewater was at all times a consumers within the meaning of CLRA, and had a valid
7
8 HUD residential lease agreement and was leasing an apartment for personal use as the
9 primary residence.

10 491. The defendants Tirey, Kimball and St. John at all times mention was performing legal
11
12 services for their client within the meaning of CLRA.

13 492. In the course of their legal services, in transacting business, as in negotiating with the
14 Plaintiff at the settlement conference, obtained a fraudulent contract of Stipulation of
15 Judgment and enforce the fraudulent contract.

16 493. Had a standard of care and to fair dealings and only to present the truth.

17 494. One February 19, 2008, on the day of trial at the settlement conference. The defendants
18
19 deceived the pro tem judge and Bridgewater that she owed back rent of \$2,979.74.

20 495. The defendants tortuously terminated Bridgewater's section 8 payments.

21 496. The defendants committed fraud upon the court and deceive Bridgewater that
22
23 This amount was due; subsequently inducing Bridgewater into a contract of Stipulation
24 Of Judgment.

25 497. CLRA states, no person, entity shall,

26
27 Make false or misleading statements of fact.

28 Representing that a transaction confers or involves rights, remedies, or obligations
which it does not have or involve; or which are prohibited by law

1 498. On Feb. 19, 2008, no Stipulated Judgment could have been entered with the court. As
2 Bridgewater paid all rents Demanded in the five day notice to pay rent or quit which is
3 a collateral estoppel on any eviction.
4

5 499. Defendants unfair and deceptive business practice, herein was in bad faith as at all
6 times mentioned defendants business was and is to approved housing for both seniors
7 and disabled people. The defendants knew at all times that plaintiff was
8 more vulnerable then others and was rendered homeless and suffer as result of
9 there conduct.
10

11 500. The defendant invaded Bridgewater legally protected interest; in being free from
12 unlawful agreement such as the Stipulation of Judgment procured by fraud, force and
13 coercion of the defendants.
14

15 501. The defendant not only illegally evicted Bridgewater not once but twice. The
16 Defendant deprived Bridgewater of her federally protected rights not once but
17 Twice.
18

19 502. The Defendnats knew Bridgewater was low income, disabled and didn't have any place
20 To The bad faith of the Defendants constitutes fraud, oppression, bad faith, and malice.
21

22 503. The defendants tortuously interfered with Bridgewater's quiet enjoyment of her
23 apartment causing her and emotional distress and economic loss in that defendants acts
24 in making plaintiff homeless causing plaintiff great frustration, embarrassment,
25 confusion, anger, depression, mental anguish humiliation, loss of sleep mental anguish.
26

27 504. The Defendants knew that their conduct was directed toward a disabled persons in that
28 the housing unit was a section 8 housing unit for people who are either disabled or
seniors and a "protected class tenant " as defined in within the meaning of section

1 3345 of the Civil Code.

2 505. The Defendants acts have violated California Law in that no eviction could have been
3 entered against plaintiff herein and defendants knowingly misrepresented and
4 concealed these material facts from both plaintiff herein and the Court and have done
5 so willfully with malice and fore thought defined in CCP 3294 in an intentional act to
6 injure plaintiff herein requiring punitive damages against defendants subject to the net
7 worth of said defendants.

8 506. Because of plaintiff disability plaintiff was more vulnerable then other members of the
9 public to defendants' conduct herein. Plaintiff therefore is entitled to treble punitive
10 damages as direct result of said conduct pursuant to sections 3294 and 3345(2) of the
11 Civil Code.

12 507. The defendants actions cause plaintiff injury and harm and the Plaintiff have
13 Damages. If the defendants did not engage in a fraudulent business practice
14 Bridgewater would still have her apartment Defendants acts were and are
15 foreseeable as collection of rent after a five day notice to pay rent violated all
16 statutory provisions of California Law, and these egregious acts were foreseeable and
17 plaintiff tort claim includes all damages caused by this misconduct including moving
18 expenses, loss of use of the premises as well as medical costs incurred as proximate
19 cause by defendants illegal acts.

20 508. Had the defendants not obtained a Stipulation of Entry of Judgment date February
21 19, 2008 perpetrated by fraud, and had been honest in their course of business,
22 commerce. Bridgewater would not have been damaged and still have her apartment
23 today. Bridgewater has been injured and has damages.

1 509. That by reason of the aforesaid, the conduct of defendant and all of them which
2 defendants carried out with a conscious disregard for plaintiff's rights to the
3 possession of the premises as codified under the statutory definition of malice,
4 pursuant to Civil Code Section 3294 (c The plaintiff has been damaged in a sum not
5 to exceed FIVE HUNDRED MILLION (\$500,000,000.00) DOLLARS, plaintiff is
6 entitled to an award of treble damages and treble punitive damages pursuant to
7 California Civil Code Section 3294 (c).
8
9

10 **WHEREFORE, plaintiff demands judgment against the defendants**
11

- 12 1. First cause of action for Negligence for a sum not in a sum not to exceed ten MILLION
13 (\$10,000,000.00) DOLLARS.
- 14 2. Second cause of action for Common Law forcible Detainer for a sum not to exceed
15 Twenty-five MILLION (\$25,000,000.00) DOLLARS.
- 16 3. Third cause of action for Common Law Retaliatory Eviction for a sum not to exceed
17 Forty MILLION (\$40,000,000.00) DOLLARS.
- 18 4. Fourth cause of action for extrinsic fraud upon the court for a sum not to exceed
19 Fifty million(\$50,000,000.00)dollars.
- 20 5. Fifth cause of action for conspiracy to commit extrinsic fraud upon the court for a sum
21 not to exceed in a sum not to exceed fifty million(50,000,000.00)dollars.
- 22 6. Sixth cause of action for instrinic fraud for a sum not to exceed fifteen million
23 (\$15,000,000.00) DOLLARS.
- 24 7. Seventh cause of action for conspiracy to commit intrinsic fraud for a sum not to exceed
25 fifteen MILLION (\$15,000,000.00) DOLLARS.

- 1 8. Eight cause of action for constructive fraud for a sum not to exceed twelve
- 2 million(\$12,000,000.00) DOLLARS.
- 3
- 4 9. Ninth cause of action for intentional misrepresentation and concealment of known facts
- 5 for a sum not to exceed ten MILLION (\$10,000,000.00) DOLLARS.
- 6
- 7 10. Tenth cause of action for DEPRIVATION OF PLAINTIFF DUE PROCESS RIGHTS,
PURSUANT, FIFTH & FOURTEENTH AMENDMENT, 42 U.S.C. § 1983 & HUD 42
U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations. &.VIOLATION OF PLAINTIFF
CIVIL RIGHTS PURSUANT TO 18 U.S.C. 242 for a sum not to exceed THIRTY FIVE
MILLION (\$35,000,000.00) DOLLARS.
- 8
- 9
- 10 11. Eleventh cause of action for CONSPIRACY TO DEPRIVE PLAINTIFF OF DUE
PROCESS RIGHTS, PURSUANT, FIFTH & FOURTEENTH AMENDMENT, 42
U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) Hud Regulations.
&.VIOLATION OF PLAINTIFF CIVIL RIGHTS PURSUANT TO
18 U.S.C. 241 in a sum not to exceed ONE HUNDRED MILLION (\$100,000,000.00) \$'s.
- 11
- 12 12. Twelfth cause of action for intentional infliction of emotional distress for a sum not to
exceed one billion (\$1,000,000,000.00) DOLLARS.
- 13
- 14 13. Thirteenth cause of action for negligent infliction of emotional distress for a sum not to
exceed five hundred MILLION (\$500,000,000.00) DOLLARS.
- 15
- 16 14. Fourteenth cause of action for malicious prosecution for a sum not to exceed one billion
(\$1,000,000,000.00) DOLLARS.
- 17
- 18 15. Fifteenth cause of action for abuse of process for a sum not to exceed fifteen MILLION
(\$15,000,000.00) DOLLARS.
- 19
- 20 16. Sixteenth cause of action for FOR TORTIOUS INTERFERENCE PLAINTIFF'S
RIGHT TO QUIET ENJOYMENTLEASE HOLD INTEREST IN RENTAL UNIT for a
sum not to exceed Ten MILLION (\$10,000,000.00) DOLLARS.
- 21
- 22
- 23 17. Seventeenth cause of action for punitive damages for a sum not to exceed nine hundred
billion (\$900,000,000,000.00) DOLLARS.
- 24
- 25
- 26 18. Eighteenth cause of action for CONSUMER LEGAL REMEDIES ACT PURSUANT
TO § 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL CODE a sum not to exceed
Five hundred MILLION (\$500,000,000.00)DOLLARS.
- 27
- 28

- 1 19. For an order enjoining the defendants, each of them, and their agents, Servants,
- 2 employees and all persons acting under, in concert with them.
- 3
- 4 20. Assume jurisdiction of this case.
- 5
- 6 21. An order for the Court to establish clear guidelines as to when and under
- 7 what circumstances the defendants must produce sensitive financial and net worth
- 8 information. Alternatively, Bridgewater respectfully requests this Court restrict the
- 9 documents to be produced to those that represent the present net worth of the defendants.
- 10
- 11 22. For cost of suit herein incurred and attorney fees.
- 12
- 13 23. For such further relief as the court may deem proper and just.
- 14
- 15 24. Plaintiff request a Jury Trial.
- 16
- 17 25. Any pre-judgment remedies and/or further relief as the court deem proper and just.
- 18
- 19 26. To consolidate this case and/or various causes of actions in within your decretion to case
- 20 number case # CV 09 3551(Bridgewater vs. Hayes Valley Limited Partnership).
- 21
- 22
- 23
- 24

Respectfully submitted,

Dated: August 7, 2009



Sharon Bridgewater

* Please see attached separate statement of undisputed facts.

1
2
3 **VERIFICATION**
4
5
6

7 I Sharon Bridgewater Declare:

8 I am the Plaintiff in the above entitled action.

9 I make this verification because the facts set forth in the complaint are within my
10 knowledge and it is I who entered into the stipulation with defendants in the underlining
11 unlawful detainer.

12 I have read the foregoing complaint and know the contents thereof. The same is true of
13 my own knowledge. I except as to those matters which are therein alleged on information
14 and belief, and as to those matters, I believe it to be true.

15 I Sharon Bridgewater declare under penalty of perjury under the laws of the State of
16 California that the foregoing is true and correct.

19
20 Dated: August 7, 2009

21 At San Francisco, California

24
25 
26 Sharon Bridgewater
27
28

Kimball, Tirey & St. John LLP

What You Should Know: Evictions and the Right to a Jury Trial

Jane Creason, Esq.

March, 2009

For over 100 years, California's Constitution has granted defendants in most lawsuits the right to a jury trial. The California Constitution states in part, "Trial by jury is an inviolate right and shall be secured to all..." This right extends to both residential and commercial tenants subject to an unlawful detainer action (eviction).

Can this right be waived in the tenant's lease or other document? Recent case law has clarified that a right to a jury trial cannot be waived before the lawsuit is filed. This means that jury trial waivers in both commercial and residential leases are not enforceable.

Using the jury trial as leverage

Unfortunately, some unscrupulous attorneys and tenants demand jury trials for the ulterior purpose of holding their landlord hostage to the legal system. Knowing that a jury trial typically takes much longer to set, and longer to try, and that it is therefore more expensive to prosecute, some tenant's attorneys and eviction defense firms can, and do, use the demand of a jury trial as leverage to make unreasonable settlement demands.

They also know that a jury is much less predictable than an experienced judge, and that juries occasionally decide cases on misunderstandings, or what they think the law should be, but is not. Ironically, jury trials for evictions drive up legal costs for landlords, creating more pressure to raise rents, hurting the very tenants that legal defense centers claim to be helping.

Demanding jury trials on unlawful detainer actions is also a tremendous burden for the courts and ultimately the taxpayers who pay for them. Typically, unlawful detainer trials are heard by competent commissioners and judges who are familiar with the intricacies of landlord/tenant law. In a typical day, one court can hear as many as eight or more cases. On the other hand, a jury trial can take up an entire courtroom for several days. It is often difficult to find available court rooms to hear jury trials, and delays of up to several weeks can occur.

Free legal representation for the defendant

Once a residential unlawful detainer action is filed, court clerks are required to mail notices to defendant/tenants informing them that they may qualify for pro bono (free) representation along with contact information of legal aid and eviction defense firms. Some of these firms, especially in the San Francisco Bay/Oakland area, demand jury trials on almost every case as a matter of course.

So what can be done when a defendant/tenant demands a jury trial during the eviction process? The first thing to do is determine whether or not the defendant/tenant posted the required amount of jury fees, which is a condition of being granted a jury trial. However, if the defendant/tenant cannot afford to pay for a jury trial, they can request the court waive the fee based upon their financial status.

Summary judgments

The next step is to determine whether or not it is prudent to file a summary judgment motion. This motion would remove the need for a trial by jury as it alleges that there are no disputed issues of fact for a jury to decide and instead, the case can be decided by a judge on the basis of the law alone. If a summary judgment motion is not advisable, then a motion can be made requesting the court to limit the scope of the jury to a short, specific set of facts. If granted, this strategy can reduce the number of days of a jury trial as well as the risk of an undesirable decision based on extraneous evidence.

Attorney's fees and costs

Attorney's fees and costs are an important consideration when facing a jury trial. If the defendant/tenant is the prevailing party, the landlord is responsible for paying the tenant's attorney's fees and costs in addition to their own fees and costs. Payment of "reasonable" fees and costs must be made even if the defendant qualified for free legal aid services and has not actually paid any attorney's fees or costs. As a result, many landlords are limiting the amount of attorney's fees to be awarded to the prevailing party through their lease. The limit is typically \$500 to \$1000.

It is important to limit rather than remove the attorney's fees and costs provision in your lease, since having an attorney's fees clause may be important as a deterrent to otherwise litigious tenants, and also allows for recovery of fees and costs through the collection process. In fact, many attorney's fees and costs awards are more than 40% of the landlord's total judgment in an unlawful detainer, and judgments carry a 10% interest rate until collected. Although the prevailing landlord will also be limited in the recovery of fees and costs, there is a benefit to preventing an unlimited fees and costs award in the event that the tenant is the prevailing party...especially in an expensive jury trial.

Experienced representation

It is also very important to be represented by a firm or attorney who is experienced in conducting jury trials. Many attorneys have never tried a case in front of a jury and it takes an experienced attorney to know how best to represent their clients in what some have called "an art." If you are faced with a jury trial, make sure your attorney is experienced and skilled in conducting jury trials.

Settling the case

Should you settle? There are other than just monetary considerations when deciding whether or not to take what seems to be an unreasonable offer of settlement. If you settle the case, you have certainty and you avoid the stress and anxiety that a trial can bring. You also save the time spent in preparation and in court. However, you may also end up with a tenant who is motivated to share the terms of the settlement with other tenants on your property and/or repeat the same actions with future landlords. Although the terms of the settlement can include confidentiality, it is difficult to enforce. Finally, the attorney or eviction defense firm also learns that you are amenable to settlement offers from future defendant/tenants.

Kimball, Tirey & St. John LLP trial attorneys performed approximately 7,000 court and/or jury trials in 2008, and are seasoned experts in representing the firm's clients in litigation.

Kimball, Tirey & St. John LLP is a full service real estate law firm representing residential and commercial property owners and managers. This article is for general information purposes only. Before acting, be sure to receive legal advice from our office. If you have questions, please contact your local KTS office. For contact information, please visit our website: www.kts-law.com. For past Legal Alerts, Questions & Answers, and Legal Articles, please consult the resource library section of our website.

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Attorney for Plaintiff
HAYES VALLEY LIMITED PARTNERSHIP

~~FILED~~
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

FEB 19 2008

GORDON PARK-LI, Clerk
RE: ~~Plaintiff~~ Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

HAYES VALLEY LIMITED PARTNERSHIP

Case No.: CUD-06-617995

Plaintiff,

Vs.

STIPULATION FOR ENTRY OF JUDGMENT
AND ORDER THEREON

SHARON BRIDGEWATER

Defendant

DOES 1 TO 10 INCLUSIVE

IT IS SO STIPULATED by and between the parties hereto through Plaintiff's counsel, KIMBALL, TIREY & ST. JOHN; Plaintiff, HAYES VALLEY LIMITED PARTNERSHIP, and Defendant, SHARON BRIDGEWATER, that judgment in the above-entitled will be entered as follows should Defendant fail to comply with any of the terms stated herein:

1. Plaintiff to receive possession of the premises located at 427 PAGE STREET,

San Francisco, CA, 94102 on ~~March 17~~ ^{April 30} ~~2008~~ ²⁰⁰⁸. A Writ of Possession for said premises may

issue immediately if Defendant has not restored possession to Plaintiff by vacating said

premises on or before ~~March 17~~ ^{April 30} ~~2008~~ ²⁰⁰⁸ by the close of business at 6:00 p.m.

2. The parties further agree that in exchange for Defendant moving out by ~~April 30~~ ²⁰⁰⁸

~~2008~~, Plaintiff will waive all of the past due rent in the amount of \$2,124.74.

1 3. Plaintiff waives \$450 attorneys' fees and \$405 in costs.

2 4. The rental agreement/lease under which Defendant holds possession of said
3 property is forfeited on ~~March 17, 2008~~ *April 30* *GLC*, 2008.

4 5. Defendant SHARON BRIDGEWATER expressly waives any and all rights to a
5 noticed motion and/or right to a hearing on the entry of a judgment pursuant to this stipulation.

6 6. Defendant SHARON BRIDGEWATER expressly agrees to leave the premises in
7 good repair and clean condition according to California law.

8 7. Plaintiff shall return Defendant's security deposit in ~~the amount of \$6000.00~~
9 ~~exchange for keys on March 17, 2008~~ *accordance with California law*. *GLC* *5/13*

10 8. Defendant SHARON BRIDGEWATER and any others in possession will move
11 out ~~March 17, 2008~~ *April 30* *GLC* by 6:00 p.m.

12 9. If Defendant fails to comply with any of the terms as herein stated, judgment shall
13 enter for possession and the full amount of past due rent, attorneys' fees and costs. A writ of
14 execution for money and possession shall issue immediately upon Declaration by Plaintiff's
15 counsel if Defendant fails to comply with this stipulation. Judgment for possession shall be
16 entered pursuant to CCP 415.46 as to any and all occupants.

17 10. In the event of non-compliance, Plaintiff shall give 24-hour telephonic notice to
18 the defendant at the following phone number: 415-401-5573.

19 11. This stipulation shall be dispositive of all issues raised in Plaintiff's Complaint and
20 all affirmative defenses which could have been raised in Defendant's Answer, ~~and shall be~~
21 ~~considered no evidence in any further proceedings~~ *GLC* *5/13*

22 12. It is further stipulated that facsimile signatures shall be deemed originals, per
23 California Rules of Court, Rule 2.305 (d) and that this Stipulation may be executed in

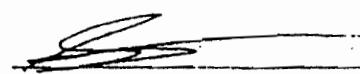
1 counterparts as circumstances require and shall be deemed fully enforceable upon execution
2 of all parties hereto.

3 13. In the future, Plaintiff will give only a neutral reference as to dates of occupancy
4 and rental amount.

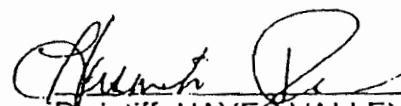
5 14. Each signatory hereto represents that they have the express authority from the
6 party they represent to sign for and bind that party to the terms herein.

7 15. *Defendant reserve the right to sue in the further and
8 do not give up all claims pertaining to further lawsuits*

9 Dated: 2/19/08

10 
Defendant- SHARON BRIDGEWATER

11 Dated: 2/19/08

12 
Plaintiff- HAYES VALLEY LIMITED PARTNERSHIP
13 By: _____
14 Authorized Agent for Plaintiff

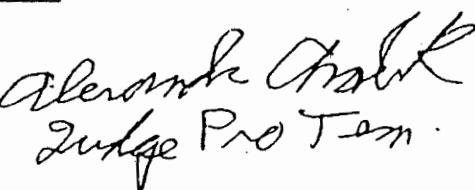
15 Dated: 2/19/08

16 
17 KIMBALL, TIREY & ST. JOHN, LLP
18 Attorneys for Plaintiff
19 By: Jane Creason

20 ORDER

21 IT IS SO ORDERED:

22 Dated: 2-19-08

23 
Judge Pro Tem

24 JUDGE/COMMISSIONER OF THE SUPERIOR COURT

Apr 17 06 08:56a Hayes Valley Apartments 415-487-1830
 Hayes Valley Apartments
 401 Rose Street
 San Francisco, CA 94102
 Phone 415-487-1218
 Fax 415-487-1834

p.3

NOTICE TO PAY RENT OR QUIT

To: Sharon Bridgewater AND ALL OTHERS IN POSSESSION:

WITHIN FIVE DAYS, after the service on you of this notice, you are hereby required to pay the delinquent rent of the premises herein after described, of which you now hold possession as follows:

\$107.00	FROM	SEPTEMBER 1, 2005	THROUGH	SEPTEMBER 30, 2005
\$107.00	FROM	OCTOBER 1, 2005	THROUGH	OCTOBER 31, 2005
\$107.00	FROM	NOVEMBER 1, 2005	THROUGH	NOVEMBER 30, 2005
\$107.00	FROM	DECEMBER 1, 2005	THROUGH	DECEMBER 31, 2005
\$107.00	FROM	JANUARY 1, 2006	THROUGH	JANUARY 31, 2006
\$107.00	FROM	FEBRUARY 1, 2006	THROUGH	FEBRUARY 28, 2006
\$107.00	FROM	MARCH 1, 2006	THROUGH	MARCH 31, 2006

Or you are hereby required to deliver up possession of the hereinabove described premises, with five days after service on you of the notice, to HAYES VALLEY LIMITED PARTNERSHIP ("owner"), who/which is authorized to receive the same, or legal proceedings will be instituted against you to declare the forfeiture of the lease or rental agreement under which you occupy the herein below described property and to recover possession of said premises, to recover all rent past due, to recover court cost, attorney fees as permitted by law, and possible additional statutory damages of up to SIX HUNDRED DOLLARS (\$600.00) in accordance with California Code of Civil Procedure Section 1174(b), as a result of your failure to comply with the terms of this notice.

The premises herein referred to is situated in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of California, designated by the number and street 427 Page STREET.

You are further notified that should you fail to remit the above-demanded rent or surrender possession of the above-described premises, the undersigned does elect to declare the forfeiture of your lease or rental agreement under which you hold possession of the above-described premises.

Payment must be made to the owner/agent at the following address: 401 ROSE STREET SAN FRANCISCO, CA 94102

Telephone number for the above-address: 415-487-1218

Payments made in person shall be delivered to owner/agent between the hours 9:00 am-4:00 pm on the following days of the week: Monday through Friday. Payments may also be made by appointment only on Saturday and Sunday.

You may make such reply as you wish. You have the right to examine Lessor documents directly relevant to the lease termination.

You have a right to a grievance hearing in this matter. You must within five (5) days meet and discuss with the landlord this notice and the proposed termination of tenancy. Advice regarding this notice is available from the San Francisco Rent Stabilization and Arbitration Board located at 25 Van Ness Street, Suite 320, San Francisco, CA 94102 on Monday through Friday from 8:00 am 5:00 pm and via telephone at 425-252-4600.

Dated: 04/12/2006

By: Prashant Elleg - TEMP RECEIPTMIST
 For: Property Manager, Hasinah Rahim
 McCormack Baron Ragan for Hayes Valley Apartments

COPY

04/17/2006 MON 8:43 EXHIBIT 1 JOB NO. 86941

0003

④
Ledger

Page 1 of 3

McCORMACK BARON RAGAN

Date : 12/8/2008

Resident Ledger (Non HAP)

Code	0016030	Property	0284	Lease From	10/24/2007
Name	Sharon Bridgewater	Unit	08-427	Lease To	12/31/2007
Address	427 Page Street	Status	Past	Move In	1/6/2005
Rent	1600	Rent	1600	Move Out	5/5/2008
City St. Zip	San Francisco, CA 94102	Phone(O)-		Phone(H)-	

Date	Description	Charge	Payment	Balance	Chg/Rent
1/6/2005	Rent for 26 days	89.74		89.74	150236
1/6/2005	Security Deposit	1,527.00		1,616.74	150236
1/28/2005	chk# 08-077509838		400.00	1,216.74	145592
1/28/2005	chk# 08077809839		400.00	816.74	145598
2/1/2005	Rent (02/2005)	107.00		923.74	161220
2/4/2005	chk# 53739390815		107.00	816.74	157187
3/1/2005	Rent (03/2005)	107.00		923.74	188758
4/1/2005	Rent (04/2005)	107.00		1,030.74	213260
4/19/2005	chk# 54116152816		321.00	709.74	216026
5/1/2005	Rent (05/2005)	107.00		816.74	226772
6/1/2005	Rent (06/2005)	107.00		923.74	259847
7/1/2005	Rent (07/2005)	107.00		1,030.74	285443
7/12/2005	chk# 46233134552		239.00	791.74	283985
8/1/2005	Rent (08/2005)	107.00		898.74	309934
8/12/2005	chk# 54475645323		500.00	398.74	310995
8/24/2005	Late Charge	25.00		423.74	324140
9/1/2005	Rent (09/2005)	107.00		530.74	335233
9/13/2005	Late Charge	25.00		555.74	346011
10/1/2005	Rent (10/2005)	107.00		662.74	359354
10/11/2005	chk# 57-39843512		108.00	554.74	357484
10/24/2005	Late Charge	25.00		579.74	373007
11/1/2005	Rent (11/2005)	107.00		686.74	384328
12/1/2005	Rent (12/2005)	107.00		793.74	407056
12/8/2005	Late Charge	25.00		818.74	418567
1/1/2006	Rent (01/2006)	107.00		925.74	432195
2/1/2006	Rent (02/2006)	107.00		1,032.74	455213
2/10/2006	Late Charge	25.00		1,057.74	467059
3/1/2006	Rent (03/2006)	107.00		1,164.74	477949
4/1/2006	Rent (04/2006)	107.00		1,271.74	515781
5/1/2006	Rent (05/2006)	107.00		1,378.74	535783

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Page 2 of 3

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5/2006	chk# 08-465925320		860.00	518.74	522357
6/1/2006	Rent (06/2006)	107.00		625.74	580583
6/9/2006	Late Charge	25.00		650.74	561674
6/13/2006	chk# 08-404049817		207.00	443.74	554536
7/1/2006	Rent (07/2006)	107.00		550.74	575039
7/10/2006	chk# 08-528140489		207.00	343.74	577304
7/1/2006	Rent (08/2006)	107.00		450.74	600282
7/23/2006	chk# 08-525478587		207.00	243.74	611679
7/1/2006	Rent (09/2006)	107.00		350.74	626150
7/6/2006	Late Charge	25.00		375.74	635724
7/15/2006	chk# 08-549863729		207.00	168.74	635321
7/1/2006	Rent (10/2006)	107.00		275.74	650183
7/9/2006	Late Charge	25.00		300.74	662460
7/18/2006	chk# 08-577660944		207.00	93.74	664103
7/1/2006	Rent (11/2006)	107.00		200.74	675349
7/10/2006	Late Charge	25.00		225.74	689135
7/21/2006	chk# 08-534078301		207.00	18.74	692008
7/1/2006	Rent (12/2006)	107.00		125.74	701878
7/12/2006	Late Charge	25.00		150.74	718658
7/15/2006	chk# 08-577661584		207.00	(56.26)	717352
7/2007	Rent (01/2007)	107.00		50.74	732987
7/1/2007	Late Charge	25.00		75.74	746339
7/2007	Rent (02/2007)	107.00		182.74	760538
7/2007	Late Charge	25.00		207.74	772147
7/2007	chk# 56577201582		414.00	(206.26)	770280
7/2007	Rent (03/2007)	107.00		(99.26)	784354
7/2007	chk# 08-669077082		207.00	(306.26)	801336
7/2007	Rent (04/2007)	107.00		(199.26)	811254
7/2007	Rent (05/2007)	107.00		(92.26)	837297
7/2007	Late Charge	25.00		(67.26)	849698
7/2007	Rent (06/2007)	107.00		39.74	862184
7/2007	Late Charge	25.00		64.74	873061
7/2007	chk# 08-703197231		207.00	(142.26)	875464
7/2007	chk# 08-703197230		207.00	(349.26)	875485
7/2007	Rent (07/2007)	107.00		(242.26)	888490
7/2007	Rent Adj 7/07	(29.00)		(271.26)	953495
7/2007	Late Charge	25.00		(246.26)	900947
7/2007	Rent (08/2007)	107.00		(139.26)	914902
7/2007	Rent Adj 8/07	(29.00)		(168.26)	953496
7/2007	Late Charge	25.00		(143.26)	926294
7/2007	Rent (09/2007)	107.00		(36.26)	941057
7/2007	Rent Adj 9/07	(29.00)		(65.26)	953497
7/2007	Late Charge	25.00		(40.26)	952286
7/2007	Rent (10/2007)	78.00		37.74	966590
7/2007	Late Charge	25.00		62.74	979185
7/2007	Rent (11/2007)	78.00		140.74	993070
7/2007	Late Charge	25.00		165.74	1004289

7/6/2007
Payable

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edger

12/1/2007	Rent (12/2007)	78.00	243.74	1019153
1/1/2008	Rent (01/2008)	78.00	321.74	1044763
1/1/2008	Rent (02/2008)	78.00	399.74	1070654
1/8/2008	Late Charge	25.00	424.74	1083106
1/1/2008	Rent (03/2008)	78.00	502.74	1095200
1/1/2008	Rent (04/2008)	78.00	580.74	1120203
1/1/2008	Rent (05/2008)	78.00	658.74	1144239
1/5/2008	Security Deposit credit	(1,527.00)	(868.26)	1258992
1/5/2008	Rent (05/2008) Credit 26 days	(65.42)	(933.68)	1258998
1/5/2008	Amount to be refunded	215.42	(718.26)	1259000
1/4/2008	Invoice #696255 Complete carpet replacement, carpet left in awful condition	1,377.00	658.74	1181494
1/4/2008	Per settlement agreement Bridgewater allowed to stay through April 30, 2008 rent free	(658.74)	0.00	1181495

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mont

5

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): SHAWN BANKSON SHAWN BANKSON, BAR #223638 KIMBALL, TIREY & ST. JOHN 5994 W. LAS POSITAS BOULEVARD #219 PLEASANTON, CA 94588 TELEPHONE NO: 800-525-1690 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): PLAINTIFF		UD-100 FOR COURT USE ONLY FILED San Francisco County Superior Court APR 24 2011 GORDON PARK-LU, Clerk Deborah Steple BY: DEBORAH STEPPE, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: COUNTY OF SAN FRANCISCO MAILING ADDRESS: 400 McAllister, 1st Floor CITY AND ZIP CODE: San Francisco, California 94102 BRANCH NAME: Limited Civil Jurisdiction		CASE NUMBER: CUD - 06 617995
PLAINTIFF: HAYES VALLEY LIMITED PARTNERSHIP		
DEFENDANT: SHARON BRIDGEWATER		
<input checked="" type="checkbox"/> DOES 1 TO 10 INCLUSIVE		
<input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):		
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from unlimited to limited		

1. PLAINTIFF (name each): HAYES VALLEY LIMITED PARTNERSHIP

alleges causes of action against DEFENDANT (name each): SHARON BRIDGEWATER

2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership.
(2) a public agency. (5) a corporation.
(3) other (specify): LIMITED PARTNERSHIPb. Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):
427 PAGE STREET, SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 941024. Plaintiff's interest in the premises is as owner other (specify):

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

6. a. On or about (date): 1/3/2005 defendant (name each): SHARON BRIDGEWATER

(1) agreed to rent the premises as a month-to-month tenancy other tenancy (specify): 1 YEAR
 (2) agreed to pay rent of \$ 107.00 payable monthly other (specify frequency):
 (3) agreed to pay rent on the first of the month other day (specify):

b. This written oral agreement was made with
 (1) plaintiff. (3) plaintiff's predecessor in interest.
 (2) plaintiff's agent (4) other (specify):

*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

PLAINTIFF (Name): HAYES VALLEY LIMITED PARTNERSHIP	CASE NUMBER:
DEFENDANT (Name): SHARON BRIDGEWATER	

6. c. The defendants not named in item 6a are

- (1) subtenants.
- (2) assignees.
- (3) other (specify): UNKNOWN

d. The agreement was later changed as follows (specify):

e. A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)

f. (For residential property) A copy of the written agreement is not attached because (specify reason):

- (1) the written agreement is not in the possession of the landlord or the landlord's employees or agents.
- (2) this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. a. Defendant (name each): SHARON BRIDGEWATER

was served the following notice on the same date and in the same manner:

- (1) 3-day notice to pay rent or quit
- (2) 30-day notice to quit
- (3) 60-day notice to quit
- (4) 3-day notice to perform covenants or quit
- (5) 3-day notice to quit
- (6) Other (specify): 5 DAY PAY/QUIT

b. (1) On (date): 4/17/2006 the period stated in the notice expired at the end of the day.

(2) Defendants failed to comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. The notice included an election of forfeiture.

e. A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)

f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)

8. a. The notice in item 7a was served on the defendant named in item 7a as follows:

- (1) by personally handing a copy to defendant on (date): 4/12/2006
- (2) by leaving a copy with (name or description):
a person of suitable age and discretion, on (date):
at defendant's
residence business AND mailing a copy to defendant at defendant's place of residence on (date):
because defendant cannot be found at defendant's residence or usual place of business.
- (3) by posting a copy on the premises on (date):
residing at the premises AND mailing a copy to defendant at the premises on (date):
(a) because defendant's residence and usual place of business cannot be ascertained OR
(b) because no person of suitable age or discretion can be found there.
- (4) (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered mail addressed to defendant on (date):
- (5) (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written commercial lease between the parties.

b. (Name):

was served on behalf of all defendants who signed a joint written rental agreement.

c. Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.

d. Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): HAYES VALLEY LIMITED PARTNERSHIP	CASE NUMBER:
DEFENDANT (Name): SHARON BRIDGEWATER	

9. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ 749.00
11. The fair rental value of the premises is \$ 3.51 per day.
12. Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. A written agreement between the parties provides for attorney fees.
14. Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

15. Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

17. PLAINTIFF REQUESTS:

- a. possession of the premises.
- b. costs incurred in this proceeding:
- c. past-due rent of \$ 749.00
- d. reasonable attorney fees.
- e. forfeiture of the agreement.
- f. damages at the rate stated in Item 11 from (date): 4/1/2006 for each day that defendants remain in possession through entry of judgment.
- g. statutory damages up to \$600 for the conduct alleged in Item 12.
- h. other (specify):

18. Number of pages attached (specify): FOUR

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

19. (Complete in all cases.) An unlawful detainer assistant did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state):

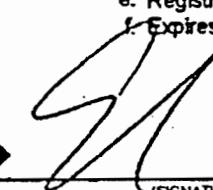
a. Assistant's name:
b. Street address, city, and zip code:

c. Telephone No.:
d. County of registration:
e. Registration No.:
f. Expires on (date):

Date: 4/20/2006

SHAWN BANKSON

(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF)

1
2 **VERIFICATION**
3

4 I, the undersigned, say;

5 That I am the attorney for Plaintiff in this action; the Plaintiff is absent from the County
6 of Alameda, California, where I have my office, and I make this verification for and on behalf of
7 the party for that reason; and, it is impractical to obtain the signature of the Plaintiff in that this is
8 a summary proceeding, and time of the essence in this matter. I read the above Complaint for
9 Unlawful Detainer and know its contents. I am informed and believe, and on those grounds,
10 allege that the matters stated in it are true.

11 Executed on April 20, 2006 at Pleasanton, California. I declare under penalty of perjury
12 that the foregoing is true and correct.



13
14
15 KIMBALL, TIREY & ST. JOHN
16

17 Attorney for Plaintiff
18

19 By: SHAWN K. BANKSON
20
21
22
23
24
25

1 Shawn K. Bankson SBN 223638
2 KIMBALL, TIREY & ST. JOHN
3 5994 W. Las Positas Blvd., #219
 Pleasanton, Ca 94588
 (800) 525-1690
 (800) 281-1911 (fax)

**ENDORSED
FILED**
San Francisco County Superior Court

MAY 11 2006

GORDON PARK-LI, Clerk
BY: RONNIE OTERO Deputy Clerk

Attorney for Plaintiff
Hayes Valley Limited Partnership

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

HAYES VALLEY LIMITED PARTNERSHIP
Plaintiff,
Vs.
SHARON BRIDGEWATER
Defendant(s)
DOES 1 TO 10 INCLUSIVE

Case No.: CWP-06-617995
STIPULATION FOR ENTRY OF JUDGMENT
DISMISSAL; ORDER THEREON

IT IS SO STIPULATED by and between the parties hereto through Plaintiff's counsel, Kimball, Tirey & St. John; Plaintiff, Hayes Valley Limited Partnership, and Defendant Sharon Bridgewater that Judgment in the above-entitled action will be entered as follows should Defendant fail to comply with any terms of this stipulation. Should Defendant fully and voluntarily comply with all terms stipulated herein, Plaintiff agrees to dismiss this action with prejudice pursuant to Paragraph 10, below:

1. Defendant to remain in possession of the premises located at 427 Page Street, San Francisco CA 94102, provided that Defendant complies with all terms stipulated herein.

2. The rental agreement/lease under which Defendant holds possession of said property is not forfeited unless Defendant fails to comply with any term stipulated herein.

3. Plaintiff is awarded \$1,499.00 as principal, \$595.00 as attorneys fees and \$580.00 as court costs. Said principal, attorneys fees and court costs, totaling \$2,674.00, will be paid by Defendant to Plaintiff via cashier's check or money order as follows:

- a. \$836.00 at the signing of this stipulation.
- b. \$100.00 on or before the fifth day of each month, beginning on June 5, 2006, and continuing every month thereafter until the balance is paid in full. The final payment of \$38.00 will be due on or before November 5, 2007.

Any payment received in any given month will be first applied to the rent due for the current month and then to any stipulated payment.

4. Defendant expressly waives any and all rights to a noticed motion and/or right to a hearing on the entry of a judgment pursuant to this stipulation.

5. Should Defendant be required to surrender possession of the subject property in relation to this stipulation, Defendant expressly agrees to leave the premises in good repair and clean condition according to California law.

6. Defendant's security deposit will be accounted for according to California law.

7. Beginning on June 1, 2006, rent will be due as stated in the Lease Agreement between the parties.

8. This stipulation shall be dispositive of all issues raised in Plaintiff's Complaint and all affirmative defenses which could have been raised in Defendant's Answer, and shall be considered res judicata in any further proceeding initiated by either party.

9. The parties stipulate that facsimile signatures shall be deemed originals, per California Rules of Court, Rule 2007(d), and that this Stipulation may be executed in counterparts as circumstances require and shall be deemed fully enforceable upon execution of all parties hereto.

1 10. Defendant agrees that if Defendant fails to timely comply with any term or
2 condition of the stipulation, the lock-out date and the payments shall be accelerated without a
3 hearing. If Defendant is granted any hearing, the only issue to be decided by the Court shall
4 be the timeliness of payments scheduled in Paragraph 3 of this stipulation. Time is of the
5 essence. Non-compliance with this agreement will be evidenced by *ex parte* written
6 declaration by Plaintiff's attorney. Upon any non-compliance with any term of this stipulation,
7 Plaintiff may request that this court issue judgment for Plaintiff for possession of the premises,
8 forfeiture of any rental agreement, writs of possession to be issued and immediately enforced,
9 and for the entire unpaid balance which shall become immediately due. Failure to comply
10 includes failure to make any portion of any stipulated payment. Upon Defendant's full and
11 voluntary compliance with all terms stipulated herein, Plaintiff will cause this matter to be
12 dismissed with prejudice within ten (10) days of Defendant's full compliance.

13 11. As consideration for this agreement, Defendant hereby waives her right to seek
14 any stay of this proceeding in this or any other court, state or federal.

15 //

16 //

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28 //

1 12. Each signatory hereto represents that they have the express authority from the
2 party they represent to sign for and bind that party to the terms herein.

Dated:

5/3/06

Hayes Valley Limited Partnership
Plaintiff
By: Hasinah Rahim
Authorized Agent for Plaintiff

Dated:

5) 3/00

~~Sharon Bridgewater
Defendant~~

Approved as to form and content:

Dated:

5/4/06

Shawn K. Bankson SBN 223638
KIMBALL, TIREY & ST. JOHN
Attorneys for Plaintiff

7
Hayes Valley Apartment

401 Rose Street
San Francisco, CA 94102
Phone 415-487-1218
Fax 415-487-1834

Page 1 of 2

NOTICE TO PAY RENT OR QUIT

To: Sharon Bridgewater

AND ALL OTHERS IN POSSESSION:

WITHIN FIVE DAYS, after the service on you of this notice, you are hereby required to pay the delinquent rent of the premises herein after described, of which you now hold possession as follows:

\$78.00	From	November 1, 2007	Through	November 30, 2007
\$78.00	From	October 1, 2007	Through	October 31, 2007
\$78.00	From	September 1, 2007	Through	September 30, 2007
\$78.00	From	August 1, 2007	Through	August 31, 2007
\$78.00	From	July 1, 2007	Through	July 31, 2007

Or you are hereby required to deliver up possession of the hereinafter described premises, with five days after service on you of the notice, to HAYES VALLEY LIMITED PARTNERSHIP ("owner"), who/which is authorized to receive the same, or legal proceedings will be instituted against you to declare the forfeiture of the lease or rental agreement under which you occupy the herein below described property and to recover possession of said premises, to recover all rent past due, to recover court cost, attorney fees as permitted by law, and possible additional statutory damages of up to SIX HUNDRED DOLLARS (\$600.00) in accordance with California Code of Civil Procedure Section 1174(b), as a result of your failure to comply with the terms of this notice.

The premises herein referred to is situated in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of California, designated by the number and street as 656 Fell Street 94102

You are further notified that should you fail to remit the above-demanded rent or surrender possession of the above-described premises, the undersigned does elect to declare the forfeiture of your lease or rental agreement under which you hold possession of the above-described premises.

Payment must be made to the owner/agent at the following address: 401 ROSE STREET SAN FRANCISCO, CA 94102

Telephone number for the above-address: 415-487-1218

Payments made in person shall be delivered to owner/agent between the hours 9:00 am-4:00 pm on the following days of the week: Monday through Friday. Payments may also be made by appointment only on Saturday and Sunday.

You may make such reply as you wish. You have the right to examine Lessor documents directly relevant to the lease termination.

You have a right to a grievance hearing in this matter. You must within five (5) days meet and discuss with the landlord this notice and the proposed termination of tenancy. Advice regarding this notice is available from the San Francisco Rent Stabilization and Arbitration Board located at 25 Van Ness Street, Suite 320, San Francisco, CA 94102 on Monday through Friday from 8:00 am 5:00 pm and via telephone at 425-252-4600.

Dated: November 12, 2007

By: Hasinah Rahim
Hasinah Rahim, General Manager
McCormack Baron Ragan for Hayes Valley
Apartments

1 Shawn Bankson, Bar #223638
2 KIMBALL, TIREY & ST.JOHN
3 5994 W. Las Positas Blvd., #219
Pleasanton, CA 94588-8525
(925) 469-1690

4 Attorney for Plaintiff

FILED
San Francisco County Superior Court

NOV 26 2007

GORDON PARK-LI, Clerk

BY: Deputy Clerk

Deputy Clark

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO, SAN FRANCISCO JUDICIAL DISTRICT

HAYES VALLEY LIMITED PARTNERSHIP) Case No.: CUD-06-617995

Plaintiff,) DECLARATION OF NON-COMPLIANCE;
) JUDGMENT THEREON; AND ORDER.

vs.

SHARON BRIDGEWATER

Defendant

DOCS 1 TO 10 DISCLOSED

The undersigned declares as follows:

1. I am the Attorney for Plaintiff in the above-entitled action.
2. A Stipulation for Entry of Judgment was entered by the Plaintiff's counsel

KIMBALL, TIREY & ST. JOHN and Defendant SHARON BRIDGEWATER.

Said Stipulation stated Defendant was to remain in the premises located at 427 Page Street, San Francisco, California 94102 provided she complied with all of the terms in the Stipulation.

3. Plaintiff was awarded \$1,499.00 as principal, \$595.00 as attorney's fees and \$580.00 as court costs for a total of \$2,674.00. Defendant agreed to pay Plaintiff as follows:

- a) \$836.00 upon signing the Stipulation.
- b) \$100.00 on or before the 5th of each month, beginning on June 5, 2006, and was to continue each month until the balance was paid in full. The

1 final payment would have been for \$38.00 due on or before November 5,
2 2007.

3 Any payment received in any given month would first be applied to the rent due
4 for that current month and then would have been applied towards the stipulated
5 payment.

6 4. In the event the Defendant failed to make any Stipulation payment, Plaintiff would
7 submit a declaration of non-compliance with the court and request entry of judgment
8 for possession of the premises and a writ for possession would issue immediately.

9 5. Defendant waived any and all rights to a noticed motion and/or right to a hearing on
10 the entry of judgment pursuant to the Stipulation.

11 6. Defendant agreed to leave the premises in good repair and clean condition according
12 to California law.

13 7. No further stays would be requested or granted.

14 8. If the Defendant complied with the terms of the Stipulation, Plaintiff would have
15 dismissed this matter with prejudice.

16 9. Plaintiff acknowledges that the Defendant paid a total of \$2,036.00 towards the
17 Stipulation.

18 10. I have been informed by my client that the Defendant failed to comply with said
19 Stipulation as follows: Defendant failed to pay \$100.00 on or before June 5, 2007 and
20 no further payments have been made.

21 11. THEREFORE, Plaintiff requests judgment be entered pursuant to the Stipulation.
22 Plaintiff requests to have Judgment entered for \$2,674.00 minus payments of
23 \$2,036.00 for a total judgment in the amount of \$638.00 and possession of the
24 property located at 427 Page Street, San Francisco, California 94102 and a writ of
25 possession to be issued immediately.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct dated this 20th day of November, 2007.
3

4 
5 KIMBALL, TIREY & ST. JOHN
6 Attorney for Plaintiff
7 By: Shawn Bankson
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07-34919 EJ-136
FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number and address):

SHAWN BANKSON
 SHAWN BANKSON, BAR #223638
 KIMBALL, TIREY & ST. JOHN
 5994 W. LAS POSITAS BOULEVARD #219
 PLEASANTON, CA 94588

TELEPHONE NO.: 800-525-1690

FAX NO. (Optional):

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): PLAINTIFF

 ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: COUNTY OF SAN FRANCISCO
 MAILING ADDRESS: 400 McAllister, 1st Floor
 CITY AND ZIP CODE: San Francisco, California 94102
 BRANCH NAME: Limited Civil Jurisdiction

PLAINTIFF: HAYES VALLEY LIMITED PARTNERSHIP

DEFENDANT: SHARON BRIDGEWATER

FILED
 San Francisco County Superior Court

JAN 30 2008

GORDON PARK-LI, Clerk
 BY: *[Signature]* Deputy Clerk

CASE NUMBER:

CUD-06-617995

WRIT EXECUTION (Money Judgment)
 OF POSSESSION OF Personal Property
 SALE Real Property

1. To the Sheriff or Marshal of the County of: SAN FRANCISCO

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accord with CCP 699.080 or CCP 715.040.

3. (Name): HAYES VALLEY LIMITED PARTNERSHIP

is the judgment creditor assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name and last known address):

SHARON BRIDGEWATER
 427 PAGE STREET
 SAN FRANCISCO, CA 94102

9. See next page for information on real or personal property to be delivered under a writ of possession or sold under a writ of sale.10. This writ is issued on a sister-state judgment.

11. Total judgment \$ 0.00

12. Costs after judgment (per filed order or memo CCP 685.090) \$ 0.00

13. Subtotal (add 11 and 12) \$ 0.00

14. Credits \$ 0.00

15. Subtotal (subtract 14 from 13) \$ 0.00

16. Interest after judgment (per filed affidavit CCP 685.050) (not on GC 6103.5 fees) \$ 0.00

17. Fee for issuance of writ \$ 15.00

18. Total (add 15, 16, and 17) \$ 15.00

19. Levying officer:

(a) Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) of \$ 0.00

(b) Pay directly to court costs included in 11 and 17 (GC 6103.5, 68511.3; CCP 699.520(l)) \$ 0.00

20. The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.

(SEAL)

Issued on (date): *DEC 31 2007*GORDON PARK-LI
Clerk, by *[Signature]*

CAROLYN BALDWIN, Deputy

NOTICE TO PERSON SERVED: SEE NEXT PAGE FOR IMPORTANT INFORMATION.

DEFENDANT (Name and Address):	TELEPHONE NO.:	LEVYING OFFICER (Name and Address):
Kimball, Tirey & St. John 5994 W. Las Positas Blvd., #219 Pleasanton, CA 94588		County of San Francisco San Francisco Sheriff Civil Section 1 Dr. Carlton B. Goodlett PL Rm 456 Civil Division San Francisco, CA 94102
NAME OF COURT, JUDICIAL DISTRICT OR BRANCH COURT, IF ANY:		(415) 554-7235
San Francisco - Superior Court 400 McAllister Street San Francisco, CA 94102		
PLAINTIFF: Hayes Valley Ltd. Partnership		LEVYING OFFICER FILE NO.:
DEFENDANT: Sharon Bridgewater		COURT CASE NO.:
Return on Writ of Possession		2007349192 CUD06617995

I, Michael Hennessey, Sheriff, County of San Francisco, State of California, hereby certify that I received the annexed writ on 12/24/2007, and that the herein defendant(s):

Sharon Bridgewater

427 Page Street
San Francisco, CA 94102

Was/were served with a notice to surrender the premises with five (5) days or I would proceed to enforce said writ. My proceedings under the writ, and the return there on, are those as indicated below:

Copy of Notice posted at premises on 12/26/2007
Copy of Notice mailed to defendant(s) on 12/26/2007

I served the same by placing the plaintiff in quiet and peaceful possession of the premises on 1/16/2008. I returned said writ fully satisfied as to plaintiff's possession only and with accrued costs of \$75.00.

Michael Hennessey, Sheriff
County of San Francisco
State of California

Executed: January 16, 2008

By: S. D. O. Gogus #712
Sheriff's Authorized Agent

Return on Writ of Possession
Original

160455

1 Shawn Bankson, Bar #223638
2 KIMBALL, TIREY & ST.JOHN
3 5994 W. Las Positas Blvd., #219
4 Pleasanton, CA 94588
(925) 469-1690

5 Attorney for Plaintiff

IMAGED

6 DEC 19 2007

7 **FILED**
San Francisco County Superior Court

8 DEC 19 2007

9 GORDON PARK-LI, Clerk
By R. Probst
10 Deputy Clerk

11 SUPERIOR COURT OF CALIFORNIA

12 SAN FRANCISCO COUNTY, SAN FRANCISCO JUDICIAL DISTRICT

13 HAYES VALLEY LIMITED PARTNERSHIP } Case No. CUD-06-617995
14 Plaintiff, } JUDGMENT PURSUANT TO
15 vs. } STIPULATION IN UNLAWFUL DETAINER
16 SHARON BRIDGEWATER }
17 Defendant }
18

19 THE COURT, having considered the stipulation between the parties and Declaration of
20 Non-Compliance submitted herewith, being fully advised, and GOOD CAUSE APPEARING:

21 1. Judgment is entered against Defendant, SHARON BRIDGEWATER, for total
22 judgment \$638.00 pursuant to stipulation.
23 2. Judgment is also entered for restitution and possession of the premises located at 427
24 Page Street, San Francisco, California 94102.

25 Dated: 12/17/07

26 David L. Ballati
27 Presiding Judge

28 David L. Ballati
JUDGE OF THE SUPERIOR COURT

29 Date entered DEC 19 2007

30 Clerk of the Superior Court,

31 By R. Probst

32 Deputy

33 JUDGMENT - 1

(9)

IMAGED

JAN 25 2008

1 Name: Sharon Bridgewater

2 Address: 427 Page St., San Francisco, CA, 94102

3 Phone #: 415-573-7992

FILED

San Francisco County Superior Court

JAN 22 2008

5 GORDON PARK-LI, Clerk

BY:

6 Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

7 COUNTY OF SAN FRANCISCO

8 Hayes Valley Apartments

9 Plaintiff, Case No.: CIV 06-617995

10 vs.

11 Sharon Bridgewater

12 Defendant,

13) ORDER GRANTING MOTION TO VACATE

14) JUDGMENT

15) Date: 1-22-08

16) Time: 9:30 a.m.

17) Dept: 301

18 This matter came before the court on 1-22-08. Upon

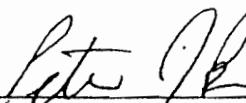
19 considering the arguments and evidence presented, good cause appearing

20 thereon, the Court finds that the judgment entered on 12-19-07 (SAC) PJD

21 is hereby vacated.

22 IT IS SO ORDERED.

23 Date: 1/22/08

24 
25 Judge of the Superior Court

26 PETER J. BUSCH

(10)



**Rental Assistance Disbursement Component
RADCo**

995 Market Street, 12th Floor
San Francisco, CA 94103

Tel (415) 947-0797 x 113 • Fax (415) 947-0331

Eviction Defense Collaborative

January 14, 2008

Peter Busch
Judge of the Superior Court
400 McAllister Street
San Francisco, CA 94102

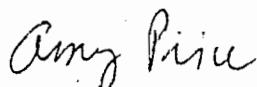
Dear Mr. Busch,

I am writing in regards to Sharon Bridgewater, who resides at 427 Page Street, San Francisco, CA 94102. Ms. Bridgewater has completed an application for rental assistance at this office. RADCo can help her with her back rent up to the amount of \$1000.00 if Ms. Bridgewater can pay all other fees, if any. Pending the outcome of her case in court and we are informed of exactly how much back rent she owes, we will complete her application, and send payment directly to her landlord for back rent owed.

Do not hesitate to contact me if you have any questions.

Thank you for your patience and cooperation.

Sincerely,



Amy Price
Rental Assistance Coordinator

(H)



**Rental Assistance Disbursement Component
RADCo**

995 Market Street, 12th Floor
San Francisco, CA 94103
Tel (415) 947-0797 x301 • Fax (415) 947-0331

February 15, 2008

To Whom It May Concern:

I am writing in regards to Sharon Bridgewater who resides at 427 Page Street, San Francisco, CA 94102. Ms. Bridgewater came to our office to apply for rental assistance for the back rent she owed. In order to complete her application we needed to know how much of the amount due was rent, and how much was for legal, late fees, etc. This is because RADCo can only pay rent, and not any other fees. On more than four different occasions I attempted to get the correct amount from her apartment manager, but I was unable to. At one point I was sent a ledger, but then was told it was not the correct amount. As of today I have still not received the amount due and was therefore unable to finalize her application and pay her back rent.

Please contact me if you have any questions.

Thank you,

Sincerely,

Amy Price

Amy Price
Rental Assistance Coordinator

12

SUPERIOR COURT
CITY & COUNTY OF SAN FRANCISCO
SETTLEMENT CONFERENCE HEARING
HAYES VALLEY LIMITED PARTNERSHIP

(PLAINTIFF(S))

617995

CASE NO.

LINE #1

SHARON BRIDGEWATER, ET AL

(DEFENDANT(S))

Appearances:

SHAWN BANKSON

For Plaintiff: 1. *Prakash, Esq.*

PRO PER

For Defendant: _____

Nature of Action: _____

Amount of Prayer: \$ 2:45 PM

Plaintiff's Demand: \$ *EITHER* ① *MOVE OUT w/i 90-Day WINDOW OR*
 Defendant's Offer: \$ *② FULL PAYMENT OF ALL BACK RENT plus*
ATTORNEY'S FEE as consideration
for pay and stay

Residuale: _____

Specials: _____

Court suggested settlement figure: \$ _____

TRIAL DATA:Case is set for JURY - COURT trial on FEB 19 2008 OUT, ACCOUNTING
 at 9:00 A.M., Courtroom 206, 400 McAllister Street

Time estimated for trial: _____

Court trial for assessment of damages only: YES - NO

Names of Judges on panel for court trial: _____

Stipulation entered as to 8 person jury: YES - NO

BAJI instruction numbers submitted: _____

Sanctions to be imposed if settled after 10:00 A.M. _____

ON CALENDAR Will Chen
 Judge Presiding, Settlement Hearing

WILLIAM F. CHEN

Sharon Bridgewater
111 Preda Street #7
San Leandro, CA 94577

In Pro Per

SEPARATE STATEMENT OF UNDISPUTED FACTS

Plaintiff herein submits the following documentation to prove that is, to establish that plaintiff will prevail in these causes of actions.

Plaintiff herein is submitting a separate statement of undisputed facts of the adjudicated facts in the unlawful detainer case entitled Hayes Valley Limited Partnership vs. Sharon Bridgewater Case No. CUD 06-617995 which is done to make an offer of proof that not only will plaintiff will prevail in this case, but in fact, there are no defenses. The defendants actually deceived this Court in the Unlawful Detainer lawsuit; as their acts of deceiving both Plaintiff and the court that all rental payments were made and accepted by Hayes Valley Limited Partnership and no eviction could proceed. (See Exhibits 1-12)

1 The basis for this law suit is clearly shown in the Separate Statement of Undisputed Facts
2 with this verified complaint that at all time the law firm Kimball, Tirey & St. John, LLP, knew
3 that at all times the rents demanded in the "Five Day Notice to Pay Rent or Quit" was both paid
4 and accepted by the defendants herein and as such no unlawful detainer, eviction, or Stipulated
5 Judgment could have proceeded.

6
7 It is plaintiff's contention that the essential element of the unlawful detainer could not be
8 proven i.e. for non payment of the rents as demanded during the time frame in the unlawful
9 detainer. The attorney, who on the very day of trial knew that the rental ledger clearly showed
10 that the defendants herein accepted the rents and that by said action prohibits any eviction.
11

12 However, irrespected by said undisputed facts, the defendants still evicted Plaintiff
13 Bridgewater "fraudulently" even through their client Hayes Valley Limited Partnership had
14 accepted rental payment after the filing and service of the unlawful detainer.
15

16 Hayes Valley Limited Partnership authorized the law firm of Kimball, Tirey & St. John,
17 LLP and attorneys Shawn Bankson, Jane Creason to deceive both plaintiff and this Court of the
18 undisputed facts that rental payments were in fact made and accepted.
19

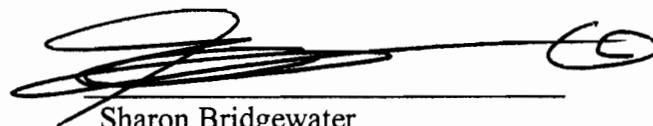
20 This acts of the defendants are a criminal violation of California Law B & P Code section
21 6128 (a) as they not only deceived plaintiff they also deceived the Court that all rental payments
22 were in fact made as demanded in the unlawful detainer and thus violated a duty owned to
23 plaintiff to fair dealings and only to present the truth.
24

25 This is proven by a copy of the rental ledger attached hereto as Exhibit____, which the
26 witnesses would have had to testify that the rents were collected for the time frame as alleged
27 under penalty of perjury by Mr. Bankson, clearly the under said proof plaintiff would have been
28 entitled to a judgment as a matter of law.
29

1 The pleadings submitted hereto clearly shows that not only will plaintiff prevail the cause
2 actions, but that the conduct of the attorneys in the unlawful detainer shows and proves the
3 attorneys in question here violated B & P Code section 6128 (a) in not only deceiving plaintiff of
4 her rights to possession of her apartment but also deceived the Court as the attorneys over
5 stepped the bounds of an attorney; as attorneys are officers of the Court first and cannot
6 misrepresent facts to the court to obtain a decision in their favor.
7
8

9 The plaintiff's separate statement of undisputed facts is attached to the verified complaint of
10 plaintiff.
11

12 Dated August 7, 2009



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14 Sharon Bridgewater
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SEPARATE STATEMENT OF UNDISPUTED FACTS

<u>UNDISPUTED FACTS</u>	<u>PROOF OF FACTS</u>
1) Attorney Shawn Bankson on behalf Defendants Hayes Valley Limited Partnership Signed the verification of the unlawful detainer In case No. 617995 alleging a cause of action for Eviction for non-payment of rent for the period Of time from 9/1/2005 to 3/31/2006 for possession Of the premises of 427 Page St. San Francisco California.	1) See Request for Judicial Notice pursuant to Evidence Code § 452(d) of the unlawful detainer in case No. 617995, see Exhibit(5) Attorney Shawn Bankson signed the unlawful detainer seeking possession of the premises commonly known as 427 Page Street San Francisco, California.
2) Plaintiff Bridgewater was served a "Five Day Notice to Pay Rent or Quit" dated <i>April 12, 2006</i> .	2) Request for Judicial Notice dated and Exhibit(3)
3) Bridgewatater was served a second "Five Day Notice to Pay Rent or Quit" Date <i>Nov. 12, 2007</i>	3) Request for Judicial Notice and Exhibit(7)
4) Plaintiff Bridgewater paid a rent payment of \$207.00, which was accepted by Hayes Valley Limited Partnership on June 13, 2006, and another Rent payment on July 10, 2006 of \$207, Aug. 23, 2006, \$207.00, Sept 15, 2006, \$207.00, Oct. 18., 2006, \$207, Nov. 21, 2006, \$207.00, Dec. 15, 2006, \$207. Feb. 13, 2007, \$414.00, March 28, 2007, 207.00, June 11, 2007, \$414.00, all of these payments were accepted by Hayes Valley Limited Partnership for rent payments for rental unit commonly known 427 Page Street, San Francisco, California making total rental Payments made and accepted after the Five Day Notice to pay rent or quit of \$2,484.00.	3) Copy of Rental Ledger for 427 Page Street, San Francisco for Sharon Bridgewater's unit showing and proving rental payment in excess of that what was demanded in the five day notice to pay rent or quit dated April 12, 2006 in the amount of \$749.00, see Exhibit(3)and Exhibit (4) Rental Ledger for 427 Page St. San Francisco, California showing rents paid and accepted after the filing of the unlawful detainer.
5) Plaintiff gave Bridgewater Second notice to pay rent or quit dated November 12, 2007	3) Bridgewater had credit balances on her rental ledger from July 2007 thru Nov. 2007 thur Sept. 2007 And only owed \$62.74 in Oct. 2007 See Copy of Rental ledger Exhibit(4)

SEPARATE STATEMENT OF UNDISPUTED FACTS

UNDISPUTED FACTS

PROOF OF FACTS

4) On the very day set for trial the property manager and Jane Creason of Kimball, Tirey & St. John, LLP conspired Defendants Hayes Valley Limited Partnership to proceed with an eviction against plaintiff Sharon Bridgewater even through all the Evidence proved that Hayes Valley Limited Partnership had accepted all the rental payments From plaintiff Bridgewater for the time period in question.

4) The rental ledger shows and proves that all rents for the period as demanded in the unlawful detainer were in fact paid and accepted by Hayes Valley Limited Partnership which prevented any eviction against plaintiff Bridgewater and irrespective of said knowledge which must be imputed to attorneys as the only element of the Unlawful detainer for non-payment requires testimony from the keeper the rental payment history for apartment 427 Page Street, San Francisco, California which shows all rental payments were accepted and no balance was due, as such by operation of law no eviction could have gone forward by operation of law, see Exhibit (Z) both sign the Stipulation see #14

5) Attorneys Shawn Bankson, Jane Creason and the law firm of Kimball, Tirey & St. John, LLP owes a duty of good faith and honorable dealings to the judicial tribunals before whom he practices his profession and defendant attorneys in this case violates their oath of office when they restored to deception in the unlawful detainer case at the request of their clients Hayes Valley Limited Partnership to proceed with the eviction when the all rental payments demanded in the unlawful detainer were in fact paid. These Attorneys Shawn Bankson, Jane Creason and the law firm of Kimball, Tirey & St. John, LLP then in furtherance of the request of their clients still proceeded

5. California B. & P Code § 6068 Subd (b) that Attorneys are obligated by oath to give due respect for the Courts and it is a crime to utilize deceit or collusion with intend to deceive any party or judge or judicial officer by an artifice or false statement of fact or law, California B & P Code § 6128 Subd. (a). In this case at the Settlement conference Feb. 19, 2008, Attorney Jane Creason on behalf of their clients to mislead the court so that Hayes Valley Limited Partnership could evict plaintiff Bridgewater even through by operation of law no eviction could have gone forward as all rental payments as demanded in the complaint for unlawful detainer were in fact paid and accepted by Hayes Valley Limited

SEPRATE STATEMENT OF UNDISPUTED FACTS

UNDISPUTED FACTS

PROOF OF FACTS

to prosecute the unlawful detainer by deceiving not only plaintiff Bridgewater, but also this Court, in violation of B & P Code § 6128 (a) which is a criminal violation of California Law for an attorney to do so.

Partnership. Attorneys Shawn Bankson, Jane Creason and law firm of Kimball, Tirey & St. John agreed to utilize deceit and collusion with the intent to deceive not only Plaintiff Bridgewater, but also the Court by artifice and false statement of fact and law, and done at the request of Hayes Valley Limited Partnership and by ratifying said Request this is civil conspiracy as the unlawful detainer could not have proceed as plaintiff was entitled to a judgment as a matter of law as the rental amount as demanded in the complaint was paid and accepted by Hayes Valley Limited Partnership. This was done on the very date Set for trial date which the attorneys in question in preparing for trial knew at all times that all rental payments were accepted for the amount demanded in the Notice to pay rent or quit and still proceeded in evicting plaintiff Bridgewater, see Exhibit()

6) Defendant law firm Kimball, Tirey & St. John holds themselves out as specialists In Unlawful detainers and at all times knew that acceptance of rental payments by the landlord requires dismissal of the unlawful detainer.

6) The Web Site of Kimball, Tirey & St. John lists that the said law firm holds themselves out as specializing in unlawful detainers on behalf of the landlords and in fact attorney Jane Creason wrote an article Entitled "What you should Know: Evictions the Right to a Jury Trial, see Exhibit (1).

7) Plaintiff was at all times mentioned herein as a defendant in an unlawful detainer for non-payment of rent was entitled to a dismissal of the complaint by operation of law, to wit that all rental payments demanded in the unlawful detainer was made. These attorneys at all times had a duty not to deceive either plaintiff or the the court about the acceptance of the rental payments.

7) Exhibit 4, shows that defendants atty hold themselves out to the Public as being experts in bring Unlawful detainers and at all times mentioned herein knew that acceptance of rental payments after service of a notice to pay rent quit prevents any further proceedings on the Unlawful detainer and which is codified

SEPARATE STATEMENT OF UNDISPUTED FACTS

UNDISPUTED FACTS

PROOF OF FACTS

(cont.)

7) under B & P Code § 6068 (d) and 6128 (a) and Rule 3-200 (a) & (b) and California Rules of Professional Rule 5-200 (a) & (b) which places a Duty on opposition legal counsel in this Case.

8) The Defendants submitted a Stipulation Judgment on Feb. 19, 2008, alledged that That Bridgewater owed a sum of \$2124.74 Plus attorney fee's totally, \$2,979.74. The Stipulation of Judgment and Dismissal Was submitted to the Superior Court of Cal. And then executed.

Bridgewater only owed \$424.98 in Feb. 2008. see Exhibit(4) rental ledger

Dated August 7, 2009

Sharon Bridgewater

DECLARATION IN SUPPORT

I declare as follows:

1. That I am the plaintiff herein and if called to testify I can do so based upon first hand knowledge.

2. That I was a defendant in an unlawful detainer entitled Hayes Valley Limited Partnership vs. Sharon Bridgewater case No.CUD 06- 617995.

3. That I had paid all rents as demanded in the five day notice to pay rent or quit and Hayes Valley Limited Partnership accepted the payments.

4. That said attorneys for Hayes Valley Limited Partnership refused to acknowledge that fact to either me or the Court even though the rental ledger reflected that I paid all the rent demanded and done prior to any settlement conference.

5. In fact these attorneys at all times demanded additional payments outside what was demanded by the five notice to pay rent or quit.

6. All statements in the verified complaint are true.

7. That as a matter of law these attorneys had a legal duty not deceive either me or the court of these facts.

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

Dated August 7, 2009

At San Francisco, California

Sharon Bridgewater