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In Pro Se

E-filing

UNITED STATES DISTRICT COURT FOR
NORTHERN DISTRICT OF CALIFORNIA

FILED
JUL - 9 2010
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

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(S)

Sharon Bridgewater,
Plaintiff,

ADR
CASE No. **C10-03022** EDL
COMPLAINT FOR MONETARY
DAMAGES AND INJUNCTIVE RELIEF

Vs.

Hayes Valley Limited Partnership, (AKA,
Hayes Valley Apartments II L.P.),
McCormack Baron Ragan Management
Services Inc., MBA Urban Development Co.,
The Related Companies of California, Inc.,
Sunamerica Affordable Housing Partnership
Inc., and Does 1 through 50 inclusive.

Defendants,

Shawn Bankson, Jane Creason, Kimball, Tirey
& St. John, LLP and Does 1 thru 50 inclusive,
1202 Kettner Blvd., Suite 3000
San Diego, CA 92101

Legal Defendants,

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

CO 44 SEC. N
NOTICE OF ASSIGNMENT
TO MAGISTRATE JUDGE SENT

JURISDICTION

1. Pursuant to 28 U.S.C. § 1331 at least one of the Plaintiff's claims arises under the laws,
Of the United States Constitution
2. The jurisdiction of this Court is invoked for the defendants willful conspiracy to Violate
Plaintiff Civil rights 42 U.S.C. § 1985(3)
3. Violation of the Fair Debt Collection Practice Act. 15 U.S.C. § 1692(d)and/or
(e) and/or (f)
4. This Court has supplemental jurisdiction over state causes of action pursuant to 28
U.S.C. §1367, as claims so related to other issues in the action that they form part of
the controversy.
5. The damages are in excess of \$75,000.00.

INSTRADISTRICT ASSIGNMENT

The incident took place in the City of San Francisco, State of California

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

DEFENDANTS

1. Hayes Valley Limited Partnership, McCormack Baron Ragan Management Service, MBA, Urban Development Co., The Related Companies of California, SunAmerica Affordable Partnership (HVLPP) and Does 1 thru 50, is a private partnership that contract with the federal government to develop, and subsequently manage low income housing.
2. Hayes Valley Apartment is a Federal Public Housing Apartment Complex that accommodates low-income "socially economically disadvantage" African American and minority tenants located in the heart of San Francisco, California.
3. The defendants at all times mentioned had a HUD contract with the federal government to manage the apartments in accordance with California law.
4. Defendants McCormack Baron Ragan Management Service Inc. and MBA Urban Development Co. Inc. are so intertwined with joint directors. In reality the very same entity as they have the same parties involved in each limited partnership and involved in the day to day management of the rental unit involved in this case.
5. The agents, servants, employees were acting in the scope of their performance of duties and acting under, in concert with the defendants.
6. The Managing Agent (Property Manager for Hayes Valley) exercised independent authority and judgment in the corporate decisions.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

- 1 7. At all times mentioned the defendants willfully, knowingly, and intended to commit
2 malicious, criminal acts against the Plaintiff to destroy the Plaintiff's Real Estate
3 Investment Company, and/or to destroy, oppress and hurt the Plaintiff.
4
- 5 8. The Defendants, at all times mentioned herein, were collecting rents and were not licensed
6 to collect rents as required by the California Department of Real Estate in violation of
7 California Business and Professional Code § 10131(b); and never had a fictitious
8 business name statement (DBA); in violation of Business and Professional Code § 17918
9 and were prohibited from filing a unlawful detainer lawsuit in the Superior Court of San
10 Francisco.
11
- 12 9. Plaintiff does not know the true names and capacities of defendants Does 1 through 50
13 inclusive and needs to obtain said information through discovery.
14
15
16

17 **LEGAL DEFENDANTS**

- 18
19 1. Kimball, Tirey & St. John LLP is a law firm that specializes in Unlawful Detainer
20 litigation and label themselves as "experts" in their area of practice.
21
- 22 2. The law firm, Kimball, Tirey and St. John, has offices throughout the State of
23 California its major cities and has been in business since 1977.
- 24 3. Shawn Bankson is a citizen of California and a natural person, an attorney and a
25 member of the California bar association and at all times mentioned was employed by
26 Kimball, Tirey & St. John LL P.
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VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

- 1 4. Jane Creason is a citizen of California and a natural person, an attorney and a member
2 of the California bar association and at all times mentioned was employed by Kimball,
3 Tirey & St. John LLP.
- 4 5. KTJ represented Hayes Valley Limited Partnership in an unlawful detainer lawsuit for
5 possession of Plaintiff former apartment.
- 6 6. The Defendants Shawn Bankson, and Jane Creason, and the law firm KTJ are
7 member(s) of the bar association are officers of the Court and have unquestionable duty
8 to the Court to avoid misrepresentations of known facts to the Court.
- 9 7. Defendants Shawn Bankson, Jane Creason and the law firm KTJ by signing the
10 unlawful detainer complaint waived their attorney-client privilege and attorney-client
11 work products under California Law.
- 12 8. A partnership and each of its partners are responsible for the wrongful conduct of a
13 partner acting within the scope of his or her employment; and, each attorney is
14 to be held personally responsible.

15 PLAINTIFF

- 16 1. At all times mentioned herein Plaintiff was a tenant in lawful, peaceful
17 possession of a rental unit at Hayes Valley Apartment from Jan. 2005 thru May 2008.
- 18 2. Plaintiff at all times mentioned was a participant in the Housing and Urban
19 Development(HUD) section 8 rental assistance program.(a government federally funded
20 program that provides rental assistance for low-income tenants).

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VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

- 1 3. At all times mentioned in this complaint Plaintiff was a single 45 year old African
2 American “socially economically disadvantage” female with one child, who “struggled”
3 most of her adult life raising her child alone; and have struggled to become financially
4 independent and free of any rental assistance programs.
- 5 4. Plaintiff at all times mentioned was a healthy, athletic, active, happy, outgoing, goal
6 oriented individual at the time of the incident.
- 7 5. Plaintiff at all times mentioned started and founded a Real Estate Investment/Solar Energy
8 Company Specialty Global Investments INC., operating in Michigan, Georgia,
9 Nevada and California.
- 10 6. Plaintiff at all times mentioned in this complaint had domestic and International Investors,
11 Contracts, and verbal promises from Investors in excess two million dollars for corporate
12 purposes along with business income and expenses.
- 13 7. Plaintiff at all times mentioned in this complaint was an outgoing person, advocate for civil
14 rights of African Americans and Started and found The Coalition for Empowerment(a
15 501)(C-3) non-profit organization.
- 16 8. Plaintiff attendant church regularly.
- 17 9. Plaintiff obtained a Bachelor of Art Degree from the University of Michigan,
18 Ann Arbor, MI
- 19 10. Plaintiff was working to obtain the Master of Business Administration Degree (MBA) at
20 the University of Maryland (on-line).
- 21 11. At all times mentioned in this complaint the Plaintiff had a family member and/or her son
22 lived with her at the residence.
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VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

- 1 12. At all times mentioned in this complaint the Plaintiff son graduated from a prestigious
2 College, and obtained his Bachelor of Art Degree.
- 3 13. The Plaintiff's son was at all times mentioned was employed at a "well known" financial
4 institution in San Francisco.
- 5 14. Since his three year employment his Superiors has elected to serve Office on the Board of
6 Governors, a "very rare position" especially for a man of his age.
- 7 15. The Plaintiff's son has "juggled" work, study, and is a licensed Real Estate Broker and
8 has his own Real Estate Investment Company.
- 9 16. At all times mentioned the defendants knew the Plaintiff and her son resided at the
10 premise at 427 Page Street, San Francisco, CA 94102.
- 11 17. The Plaintiff has always been a role model, counselor, and has raised her son alone.
- 12 18. The defendant's malicious, criminal actions against the Plaintiff have caused a collapse
13 of emotional and mental stability.
- 14 19. Plaintiff has been unable to "function" properly; unable to maintain her Real Estate
15 Investment/Solar Company and has been unable conduct business due to her due mental
16 and emotional disability brought on by the defendants' oppressive, criminal, malicious,
17 conduct of the defendants and/or suffering from unable to concentrate and/or inability to
18 draft a complaint due to post traumatic stress syndrome(re-living the event)
- 19 20. The Plaintiff have been unable to assist, help, counsel her son in his business (as the
20 Plaintiff had numerous International Investors wanting to purchase property her in
21 America while the Market is a "Buyers" market)
- 22 21. The Plaintiff has lost potential millions of dollars in Income.

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VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

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- 2
- 3 22. The Plaintiff has been unable to complete her Master degree and dismissed from the
- 4 Master in Business Administration Degree(MBA).
- 5 23. The malicious conduct of the defendants has caused the Plaintiff to suffer extreme
- 6 hardship, homelessness and displacement.
- 7 24. The Plaintiff has moved on numerous occasions and has been unable to find adequate
- 8 housing, lived in "less than desirable" housing due to the "illegal" entry of her name in
- 9 data base, and "libel" as a "bad" "non-paying" tenant by the malicious and criminal
- 10 conduct of the defendants.
- 11
- 12 25. The Plaintiff have been humiliated, lost her self esteem, is unsure, and suffer from a number
- 13 of mental ailments brought on by the defendants malicious, criminal conduct.
- 14
- 15 26. The Plaintiff has a permanent left foot injury, and right knee impairment occurring upon the
- 16 unexpected posting of a writ for possession of premises on her front door pending
- 17 Christmas/New Year by the defendants; when this is illegal to do so during the
- 18 holiday season.
- 19
- 20 27. The Plaintiff always has been an outgoing athletic, in shape, fit person. The Plaintiff is
- 21 unable to due the physical activities, of walking, jogging, she once enjoyed because of her
- 22 permanent knee, foot and/or leg injury.
- 23
- 24 28. The defendants have "STRIPPED" the Plaintiff of everything she has worked her entire life
- 25 trying to accomplish "financial independence," health, happiness and joy.
- 26
- 27 29. The strenuous and litigation of this case has only "tormented" the Plaintiff mentally for
- 28 two years.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 30. The Plaintiff at all times mentioned had a family member living with her who also suffered
2 lost, humiliation, shame, emotional distress, anguish of forcible involuntary
3 displacement(twice) of maliciously conduct, criminal of the defendants.
4

5 6 INTRODUCTION

7
8
9 Unlawful detainers are summary proceedings and as such require strict compliance with
10 California law.

11 KTJ is a law firm that specializes in commercial and residential “unlawful detainer
12 litigation” and have been in business since 1977.

13
14 Shawn Bankson, Jane Creason and the law firm KTJ label themselves as specialist in
15 unlawful detainer litigation, and “experts” in their field. These attorney(s) are required to have
16 an even higher standard of Professional conduct. KTJ aided, abetted and/or conspired with
17 HVLP to commit criminal acts of fraud, use extortionate means in debt collection process all for
18 their financial gain.

19
20 KTJ and HVLP were involved in a fraudulent “white collard” scheme conspiring to
21 discriminate against African American and/or minority tenants at Hayes Valley Apt, depriving
22 tenants and/or the Plaintiff property without due process of law, and prevented the tenants from
23 exercising and enjoying equal privileges and immunities as secured by one or more of the US
24 Constitutional Amendments, in collecting a debt and/or gaining possession of the premises when
25 tenants at HVLP default on rental payments; thus embezzling and/or extorting (government)
26 money and/or property.
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VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

PREDICATES AND BACKGROUND TO THE COMPLAINT

Hayes Valley is one of the properties they developed and managed by HVLP. It is a federal housing facility that receives federal(government) funds from (HUD), tax credits, and is predominately occupied by African American tenants, with 1-12th grade level education, and/or "Socially economic disadvantage" tenants who receives government income such as Social Security, Supplemental Security income etc. and/or section 8 (rental assistance) for living expenses.

Hayes Valley hired the law firm Kimball, Tirey & St. John(KTJ) a law firm that **specializes** in commercial and residential unlawful detainer litigation, to handle the "debt collection," and/or obtain possession of the premises when tenants default on rental payments.

HVLP/KTJ agreed, cooperated, encouraged each other, ratified, came to a "meeting of the minds" and adopted a criminal partnership to violate the fair debt collection practice act (FDCPA) abuse the legal process, use race and/or class based invidiously discriminatory animus to deprived/deny African American tenants equal immunities and privileges as secured by the United States Constitution,(deprived the tenants property without due process of law) equal privileges and immunities as secured by the United States Constitution, and prevented the tenants and/or the Plaintiff from exercising and enjoying one or more of the US Constitutional amendment as secured by the US Constitutions as citizens of American to "**take/steal**" money and/or property [government] from the tenants at HVLP.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 Once the tenant defaulted on their rent, HVLP/KTJ conspired to give their tenants
 2 “improper notices” to pay rent or quit “WITH NO EXACT DOLLAR AMOUNT DUE” in
 3 violation of
 4 California Civil Procedure 1161. In turn KTJ violated the FDCPA, filed unlawful “illegally”
 5 lawsuit in San Francisco Superior Court [never met the pre-requisite requirement to file an
 6 unlawful detainer of a service “proper” notice to pay rent or quit], FILED THE
 7 COMPLAINTS UNDER PENALTY AND/OR PERJURY. In turn HVLP/KTJ would
 8 form FAKE Stipulated Judgment, use and/or included in these agreements” and scare tactics, and
 9 in the agreements, such as “**lock outs accelerated without a hearing**”, **attorney ex-parte**
 10 **motions** and coerce the tenants into these agreements. Pursuant to the agreements the
 11 defendants also used “**expressed language**” such as “**shall be dispositive of all issues raised in**
 12 **Plaintiff complaint and all affirmative defenses which could have been raised in**
 13 **Defendant’s answer and shall be considered res judicata in any further proceeding.**” and
 14 “**expressly waives any and all rights to a noticed motion and/or right to a hearing on the**
 15 **entry of a judgment pursuant to this stipulation, in any**” and “**If the defendants is granted**
 16 **any hearing the only issue to be decided by the Court shall be the timeliness of the payment**
 17 **schedule.**”

21 Once the tenant was coerced into these illegal agreements, they had no right to contest “any
 22 amount of rent in controversy” and/or had “**NO RIGHT TO BE HEARD IN A COURT OF**
 23 **LAW.**” The tenants at Hayes Valley were either forced to move and/or pay.

24 Pursuant to these illegal Stipulated Judgments that lack due process, that the court did not
 25 ever have Jurisdiction to entertain, the defendants maintained lawsuits against the tenants for
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VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 “extended” period usually beyond one year. (in the Plaintiff’s case the lawsuit was maintained
2 for nearly two years),

3 Once HVLP/KTJ filed the illegal lawsuit in the Superior Court of California they accepted
4 over and beyond payment per the unlawful detainer filed, agreement and were forced to pay the
5 “unregulated attorney fees” and/or amount and/or move. Pursuant to these illegal lawsuits, and
6 Stipulated Judgments the defendants accepted over beyond all rents as demanded (violation of
7 State law, once the landlord accepts any payment of rent after the service of a notice it invalids
8 the notice, the defendants never amended their complaints to reflect the payment accepted, etc.)
9 and failed to dismiss the lawsuit against the tenants and/or the Plaintiff.
10

11 Pursuant to these agreements tenants were charged “unregulated,” “extra fee’s,” rents.
12
13 **[The longer the lawsuit maintained, the more money embezzled and/or extorted from**
14 **the tenants and/or the greater the chance of the tenant(s) DEFAULT OF PAYMENT,**
15 **GIVING THE DEFENDANTS THE RIGHT TO TAKE THE PROPERTY FROM THE**
16 **TENANTS AFTER THE TENANTS HAS PAID EXTENSIVE AMOUNTS OF MONEY**
17 **TO THE DEFENDANTS.**

18 The defendants KTJ/HVLP(conspiracy) at all times mentioned, “ensured” the social
19 economically disadvantage “African American” tenants did not have a right to be heard in a
20 court of law a hearing/or a jury trial in a court of law, to CONTEST their illegal, criminal, overt,
21 acts, unlawful activities.
22

23 This has been an ongoing “pattern” criminal partnership and conspiracy between the
24 parties since 1997 the commencement of HVLP.
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VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

STANDARD OF REVIEW

1. **ANY AND ALL DOCUMENT, ORDERS, WRITS, JUDGMENTS, MOTIONS**
obtained by the defendants since 1997 and/or the commencement of HVLP are
completely “NULL AND VOID” AND LACKED DUE PROCESS.
2. Pursuant to California law Unlawful Detainer requires landlord(s) to strictly
comply with the statutory prerequisites and procedures.
3. **THE JUDGMENT** obtained by the defendants dated Dec. 19, 2007, and/or Feb. 19,
are completely “NULL AND VOID”, and without any legal effect.
 - a) A Judgment that lack due process of law is “NULL AND VOID”
 - b) Any agreement obtained by coercion and/or threat and/or extortion
and/or force and/or menace and/or undue influence and/or duress
is “NULL AND VOID.”
 - c) The Court did not have jurisdiction to entertain the Judgment(s)
 - d) Res Judicata does not apply to a Judgment that is void from its
inception.

- 1 4. The Plaintiff is not required to file a motion of 1714.10 pursuant to California Civil Code
2 section 1714.10 (a); as this case does not apply to 1714.10(a). The causes of action set forth
3 in this complaint **applies** to section 1714.10(c)
4
- 5 5. Section 1714.10 (c) provides, "this section 1714.10(a) shall not apply to a cause of action
6 against an attorney for a civil conspiracy with his or her client, where (1) the attorney has
7 an independent legal duty to the Plaintiff, or (2) the attorney's acts go beyond the
8 performance of a professional duty to serve the client and involve an conspiracy to
9 violate a legal duty in furtherance of the attorney's financial gain.
10
- 11 6. The defendants conspired either directly or indirectly to deprive "Socially
12 economically disadvantage African Americans and/or minority tenants at HVLP
13 and/or the Plaintiff equal privileges and immunities under the laws and prevented
14 the tenants and/or the Plaintiff from exercising and enjoying rights and/or
15 the United States Constitution as citizens of the United States.
16
- 17 7. Plaintiff is unable to obtain any "documentation" to prove her income and or expenses
18 with her business. As other individuals willfully violated the Plaintiff civil rights, took,
19 stole, Plaintiff property without the right and without permission
20 (see exhibit 1)
- 21 8. The Plaintiff has a partial copy of the lease agreement entered into with HVLP, which
22 includes the first and last page.
- 23 9. Pursuant to the page 1 – 5, D, of the HVLP residential lease agreement, provides for
24 attorney fees to the prevailing party in connection with enforcing the Lease provisions.
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VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

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10. Section 5-D states, “quote,” “Cost of Enforcing Lease Provision: In the event the court proceedings are instituted or an attorney is hired to represent Lessor in order to enforce any term, condition, provision or agreement of this Lease, Lessee agrees to pay Lessor’s reasonable cost, including attorney’s fees, in connection with any such Lease enforcement as additional rents. **These cost and fees shall accrue whether or not court proceedings are actually initiated or completed.**” (see exh. 2)
11. The Plaintiff is the prevailing party in this action is entitled to **cost and accruing** attorney fee’s, in connection with her “court proceeding(s).”
12. Due to the maliciously conduct of the defendants, and the Plaintiff’ inability to obtain adequate housing the Plaintiff has have to live in less desirable housing conditions, due to her name in an unlawful data base, and labeled as a “bad” “negative” non-paying tenant by the malicious conduct of the defendants.
13. The defendants Plaintiff have been unable to concentrate, horror, fright, fear, anxiety, unable to focus and/or concentrate, memory lost, rendered mentally and emotionally disabled due to diagnosis of Post Traumatic (TRAUMA) Stress Syndrome, an emotionally painful, distressful, and/or shocking, which results in lasting mental effects
14. Plaintiff will amend this complaint to add does 1 thru 50.
15. A summary judgment may be granted if “the pleadings and the materials on file and any affidavits [or declarations] show that there is no genuine issue and/or no triable issue of material facts. The movant is entitled to judgment as a matter of law.” Fed. Rule.Civil P. 56(c).

AN INJUNCTION IS IMPERATIVE AND/OR NECESSARY

16. At any given point the Defendants could file an “illegal” unlawful detainer against tenants, (receiving federal funds for living expenses) file the illegal lawsuit for amounts as little as \$50.00 and/or 100.00, charge the tenants unregulated fee’s, attorney fee’s; embezzle and/or extort thousands of dollars over “extended” periods year(s) of maintaining the illegal lawsuit and “split the proceeds.”

17. Further, even if the defendants dismissed the lawsuits they could at any given point “START THE PROCESS ALL OVER AGAIN.”

a. If “one calculate and/or multiply” the number of government properties managed by HVLP (X’s) the number of tenants low income tenants(they are conspiring to violate their rights, and “USE UNFAIR DEBT COLLECTION PRACTICES AGAINST THESE TENANTS IT WOULD ADD UP TO MULTI-MILLIONS “unregulated income.”

b. No one have knowledge of how many tenants were victims of the defendant’s attempts to extort attorney fee’s.

c. **AN INVESTIGATION IS ABSOLUTELY NECESSARY!!**

d. **Without the court intervention the Plaintiff would not see a “dime.”**

SEQUENTIAL EVENTS & STATEMENT OF FACTS

On or about Nov. 12, 2007, Plaintiff received an “improper notice” in violation of CCP section 1161 to pay rent or quit that for possession of the premises. (see exhibit 3)

Plaintiff was not delinquent in rent and had credit balances on her rental ledger for several of the month the notice to rent asserted she was delinquent in rent.

Pending **Christmas 2007/New Year 2008** Plaintiff received an “**unexpected**” writ for possession **posted on her front door.**(see exh. 4) **Plaintiff** thought it was a “prank.” (Who could be so evil to evict someone during the holiday season!).

Plaintiff called the local sheriff’s office to verify the authenticity. The sheriff told Plaintiff that they had posted the writ for possession on her front door and it was “the real thing.” The sheriff instructed the Plaintiff to immediate vacate the unit within five (5) days.

Plaintiff under great emotional distress started packing her possessions and moving, (Plaintiff had no money, spent MOST IF NOT ALL OF HER MONEY ON CHRISTMAS GIFTS; no were to go, worried about where she was going to stay, etc.) **UNDER EXTREME MENTAL DISTRESS, plaintiff broke her foot** in the process of moving.

Plaintiff in a “panic state of mind” searched and “continued” to search for another apartment.

Plaintiff went “back and forward” to varies community agencies trying to get “financial help” at varies rental agencies for a rental security deposit to secure another apartment.

Plaintiff went to varies community organizations trying to get some answers as to how Plaintiff could have been evicted without due process of law.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 Plaintiff constantly called Hayes Valley landlord, and tried to some answers as to how
2 she could be evicted without due process of law, and to get an "amount of rent due" to cure any
3 back rent that was owed. The **defendants ignored** the Plaintiff and would not return the
4 Plaintiff phone calls.

5
6 The Plaintiff then went to the Eviction Defense Collaborative (EDC) a local community
7 agency to apply for financial assistance to cure any back rent that might have been owed and/or
8 to communicate with her landlord-HVLP/or the attorney(s)Shawn Bankson and/or Jane Creason
9 and the law firm KTJ, to get an amount due to cure back rent.

10
11 EDC on several occasions, contacted HVLP, however they refused to provide EDC with
12 "an amount of rent due." . (see exh. 5 Page 2)

13 During this time Plaintiff was going "back and forward" to Superior Court, "back and
14 forward" to the doctors and hospital (on crutches in the freezing cold rain from the broken foot
15 injury she had sustained by moving under great mental anguish). **Upon receiving help at a**
16 **local "legal" community agency the Plaintiff discovered the defendant's attorney Shawn**
17 **Bankson, abused the legal process, obtained a judgment for possession of the Plaintiff**
18 **premises on Dec. 19, 2007, and gained possession of the Plaintiff premise pursuant to an**
19 **"illegal" unlawful detainer lawsuit he filed under penalty and perjury "nearly two year**
20 **prior in April 2006."** In which the defendants accepted well over and beyond all rents as
21 demanded and failed to dismiss the case.

22
23 Plaintiff immediately petitioned the court for a vacated Judgment. **[BANKSON FILED**
24 **OPPOSITION PAPERS,** AND AS AN "EXPERT" BANKSON, HAD A LEGAL DUTY TO
25 INVESTIGATE WHY THE JUDGMENT WAS VACATED. BANKSON WERE AWARE
26
27
28

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 AND HAD FULL KNOWLEDGE THAT ALL RENTS WERE PAID AND ACCEPTED AS
2 DEMANDED PER THE UNLAWFUL DETAINER FILED. BANKSON HAD A "LEGAL
3 DUTY' TO DISMISS THE CASE] (conspiracy)
4

5 The Superior Court Judge granted Plaintiff Bridgewater a VACATED JUDGMENT OF
6 THE VOID JUDGMENT OBTAINED BY THE DEFENDANTS. (see exhibit 6)

7 After the extensive search, Plaintiff finally located an apartment to rent, on **Oakdale Street,**
8 **in San Francisco, CA.**

9 During this times Plaintiff was also going "back and forward" to the HUD section 8
10 rental assistance office to change her "section 8 paper work" to her new apartment.
11

12 Plaintiff continued, with great exhaustion and pain continued to go "back and forward"
13 from agency to agency (in the freezing cold rain trying on crutches and in excoriating pain from
14 her broken foot injury obtained while moving) trying to obtain money for a security deposit for
15 her new apartment on Oakdale and/or obtain a UHAUL truck, and/or help in moving to her
16 new apartment.
17

18 Plaintiffs finally obtained her deposit money and the section 8 rental assistance worker, the
19 new landlord on Oakdale Ave. and the Plaintiff formed the rental agreement.
20

21 The Plaintiff moved into her new Apartment on Oakdale Ave. San Francisco, CA
22 (see exh.) # 7.

23 Plaintiff moved her heavy furniture, office equipment and other possessions out of Hayes
24 Valley (second story building in the freezing cold rain on crutches) into her new apartment on
25 Oakdale Street, San Francisco (a second story floor apartment)
26

27 Plaintiff was finally able to get some relief, from the "**HORROR**" she had just
28 experienced of being "**unexpectedly**" illegally evicted pending Christmas/New Year.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 living in quiet, peacefully possession in her new apartment on Oakdale St.

2 Plaintiff then received an **“unexpected”** visit from her section 8 payment worker at
3
4 her new apartment on Oakdale Street, San Francisco, CA.

5 Plaintiff section 8 workers informed the Plaintiff that HVLP **would not release her**
6 **section 8 rental assistance payment voucher to her new apartment on Oakdale Street, San**
7 **Francisco, because the Plaintiff exercised her legal right and obtained a vacated Judgment**
8 **by a Superior Court Judge of the illegal, fraudulent Judgment obtained by the defendants.**

9
10 Plaintiff’s section 8 worker instructed Plaintiff to **move out** of newly found apartment
11 on Oakdale Street, San Francisco back **to Hayes Valley** .(old apartment) Plaintiff had to
12 **“UNEXPECTEDLY”** AGAIN MOVE OUT OF HER NEWLY FOUND APARTMENT, AND
13 **FORCED** to move BACK INTO HER OLD APARTMENT. (HVLP)

14
15 Under extreme exhaustion, Plaintiff had to once again **“unexpectedly”** go from
16 **agency to agency and “pleaded” for help to obtain another UHAUL and get help in moving back**
17 **to Hayes Valley.**

18
19 Plaintiff under EXTREME “exhaustion” finally got enough money for a
20 **UHAUL, help from Strong men to move ALL her heavy furniture, office stuff and possessions**
21 **out of her newly found apartment of Oakdale Street, CA(on crutches second story floor on**
22 **crutches in the freezing cold rain) back into Hayes Valley Apartments, (old apartment second**
23 **story floor)(within an approx. two week period)**

24
25 Plaintiff lost all her deposit money on Oakdale, and **owed the landlord on Oakdale one**
26 **months** rent at her Oakdale Apartment) the UHAUL TRUCK GOT TOWED FROM THE
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VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 PREMISES AT HAYES VALLEY ONCE PLAINTIFF MOVED BACK INTO THE UNIT.
2 SOME OF PLAINTIFF POSSESSIONS WAS STILL ON THE UHAUL TRUCK(it is Plaintiff
3 belief that the Property Manager called a tow truck company and had it towed from the
4 premises illegally)
5

6 PLAINTIFF WAS UNABLE TO GET THE UHAUL TRUCK AND/OR HER ITEMS OFF
7 THE TRUCK DUE TO LACK OF FUNDS and all of the Plaintiff possession on the truck
8 perished.)[AT THIS POINT PLAINTIFF HAD RELAPSED INTO TOTALLY MENTAL
9 AND EMOTIONAL INSTABITILY FROM THE CONSTANT "UNEXPECTED" without
10 prior notice, and MOVES FROM APARTMENT TO APARTMENT, INABILIY TO
11 OBTAIN FUND, FRIGHT, HORROR, FEAR, THREAT, ETC. [and] needed mental health
12 care and physical health care from Plaintiff foot injury (It is Plaintiff belief from all the moves on
13 her broken foot, she had sustained her permanent injury in that her leg was not able to heal)
14

15 Upon moving back into Hayes Valley too exhausted to do anything Plaintiff left all her
16 possession in boxes upon moving back into Hayes Valley and put the mattress on the floor, slept
17 on the floor and ate peanut butter sandwiches.
18

19 During this time the Plaintiff more than ever need a stable home, and constantly,
20 repeatedly called the defendants to get an amount due and/or a copy of the rental ledger to
21 cure any back rent that might have been due to maintain her tenancy in the unit. The
22 defendants(HVLP/KTJ) refused to return the phone calls, refuse to provide Plaintiff with a
23 copy of the rental ledger and refused to communicate with the Plaintiff.
24

25 Plaintiff return to the EDC for help.
26
27
28

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 On Feb. 15, 2008, Amy Price of the EDC contacted Hayes Valley and writes, quote, "On more
 2 than four different occasions I attempted to get the correct amount from her apartment manager,
 3 but I was unable to. At one point I was sent a ledger, but then was told it was not the correct
 4 amount. As of today I have still not received an amount due and was unable to finalized her
 5 application and pay her back rent."(see exhibit 5)

7 Shawn Bankson "tagged teamed" his colleague Jane Creason.

8 HVLP, Shawn Bankson and Jane Creason willfully cooperated, agreed and conspired to
 9 maliciously prosecute the Plaintiff without probable cause.
 10

11 On or about Feb. 19, 2008,(ON THE DAY OF TRIAL) HVLP and Jane Creason
 12 REFUSED TO PROVIDE and/or PRODUCE A COPY OF THE RENTAL LEDGER TOOK
 13 ADVANTAGE OF THE PLAINTIFF MENTAL AND INSTABILILTY, USED UNDUE
 14 INFLUENCE, LIED TO THE PLAINTIFF OF THE AMOUNT OF RENT THAT WAS DUE.
 15 HVLP/KTJ asserted to the Plaintiff that she owed an amount of \$2,174.74 PAST DUE RENT,
 16 KTJ attorney, Jane Creason, attempted to extort attorney fee's in the amount of
 17 \$955.00, for an amount totally \$2,979.74. (Plaintiff did not owe, compare to the rental ledger
 18 FEB. RENT 2008 DUE exh. 8 TO THE AMOUNT OF THE VOID STIPULATED
 19 JUDGMENT EXH 9 ADD THE AMOUNTS)
 20
 21

22 The two formed a VOID fraudulent agreement, and immediately demanded the amount
 23 from the Plaintiff. The defendants then told the Plaintiff if she did not have the "amount" she
 24 would have to immediately vacate the unit within 28 days.(exhibit 7 scribble out date of
 25 March 17, 2008)
 26
 27
 28

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

Plaintiff scared as "hell" from another immediate

"FORCED" eviction/MOVE and "in complete mental incompetent state of mind," under duress, entered into the agreement (extortion) and **pleaded** for more time to remain in the unit until Plaintiff saved up enough money for a security deposit to secure another apartment.

The defendants then told the Plaintiff they would return her **full** security deposit of \$1,600.00 security deposit **in accordance with California** law to help her secure another unit.
(see exhibit 9 # 7)

The defendants then **gave the Plaintiff until April 30, 2008 to vacate the unit. The threaten the Plaintiff, and told the Plaintiff if she failed to vacate on or April 30, 2008 a writ for possession would be immediately issued again, and Plaintiff would immediately be forced out again in addition would have to pay the \$2,979.74.**

The defendants then executed and enforced the void Judgment, pursuant to the Judgment the defendants used" "**expressed language**" of "**stipulation Judgment shall be dispositive of all issues raised in Plaintiff complaint and all affirmative defenses which could have been raised in Defendant's answer.**" and "**Sharon Bridgewater expressly waives any and all rights to a notice motion and/or right to a hearing on the entry of a judgment pursuant to this stipulation.**" The Plaintiff moved from the premises pursuant to the threats; was labeled a "bad" non-paying tenant because her name was in an unlawful detainer data base. Unable to obtain housing due to lack of "security deposit funds" and the inability to obtain housing, "labeled as a "bad-negative tenant," in California. Plaintiff moved to Hawaii and was rendered homeless and displaced. Plaintiff waited and depended on her security deposit to secure a unit.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 The defendants never returned "one penny" of Plaintiff security neither deposit, nor did
2 they account for Plaintiff security deposit in accordance with California law, and violated
3 California law in accounting for her deposit.

4
5 The illegal Stipulated Judgment obtained by the defendants was in complicity and in
6 conspiracy with the defendant's attorney and contained a statement, "Each signatory hereto
7 represents that they have the expressed authority from the party they represent to sign for and
8 bind that party to the terms herein."

9
10
11 **FIRST CLAIM FOR RELIEF**

12 **BREACH OF LEASE AGREEMENT CONTRACT**

13 **HAYES VALLEY LIMITED PARTNERSHIP AND DOES 1 THRU 50 INCLUSIVE**

- 14
15 1. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.
16
17 2. Plaintiff Sharon Bridgewater at all times mentioned had a valid written at lease
18 agreement and/or contract with Hayes Valley Limited Partnership for the premises
19 commonly known as 427 Page Street, San Francisco, CA 94102. (exh. 2)
20
21 3. Plaintiff at all times mentioned was a tenant in lawful, peaceful possession of the
22 premises.
23
24 4. The Plaintiff performed her obligation under the contract and/or lease agreement.
25
26 5. HVLP had a duty to perform the contract.
27
28 6. HVLP failed to perform their obligation under the contract and breached the lease
agreement and/or contract.
7. HVLP breached of the lease agreement and/or contract proximately caused specific

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 8. detriment, which is the lost and/or harm suffered in person or property.

2 9. Plaintiff have been injured, damaged and harmed by the defendant's actions and have
3 damages.

4
5 10. The Plaintiff is entitled to compensatory, special damages and/or general damages and/or
6 nominal damages and have damages in the amount of \$100.00

7
8 **SECOND CLAIM FOR RELIEF FOR**

9 **MALICIOUS PROSECUTION (COMMON LAW)**
10 **AGAINST HAYES VALLEY LIMITED PARTNERSHIP AND Does 1 thru 50 inclusive,**
11 **SHAWN BANKSON, KIMBALL, TIREY & ST. JOHN LLP AND Does 1 thru 50**
12 **Inclusive**

13 11. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

14 12. At all times mentioned, Plaintiff and/or the tenants at HVLP were social economically
15 disadvantaged African Americans and/or minority tenants and members and/or a member
16 of a race and/or class based discriminatory animus.

17 13. Plaintiff and/or the tenants at HVLP had a right to be free from victimization of criminal
18 activities by the defendants.

19 14. Plaintiff and/or the tenants at HVLP had a right to be free from threat, demand, coercion,
20 extortion and/or harassment during their/her tenancy.

21 15. Plaintiff and/or the tenants at HVLP at all times mentioned had a right to be free
22 from retaliation.

23
24 19. The tenants at HVLP and/or the Plaintiff had a right to be free from intimidation and/or
25 any interference with exercise(s) and enjoyment(s) as secured by the United States
26 Constitution as citizens.
27
28

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

- 1 20. The tenants at HVLP and/or the Plaintiff had a right to exercise and/or enjoy equal
2 privileges and immunities and/or rights under the laws of the US Constitution and/or as
3 secured by the United States Constitution as US citizens.
4
- 5 21. Plaintiff and/or the tenants at HVLP had a right to due process of law in the termination
6 of her/their tenancy.
7
- 8 22. The defendants are jointly and severally liable their actions.
9
- 10 23. At all times mentioned HVLP were not licensed to collect the tenant(s) and/or the
11 Plaintiff's rent(s) and collected rents illegally in violation of State law.
12
- 13 24. At all times mentioned HVLP operated as Partnership, and never had a "DBA" and/or
14 never complied with the fictitious business name statement laws.
15
- 16 25. At all times mentioned HVLP were prohibited from filing lawsuits in any State and/or
17 Federal Court in California.
18
- 19 26. At all times mentioned HVLP never had the legal authority to bring any cause of action
20 in any in Federal and/or State Court against the Plaintiff and/or the tenants.
21
- 22 27. Shawn Bankson and/or Jane Creason and the Law Firm Kimball, Tirey & St. John
23 LLP(KTJ) as attorney(s) at all times mentioned were agents for HVLP.
24
- 25 28. Shawn Bankson and/or Jane Creason and the Law Firm Kimball, Tirey & St. John
26 LLP(KTJ) as attorney(s) willfully, knowingly, intentionally acted beyond the
27 performance(s) of their professional duty for financial gain.
28
29. Shawn Bankson and/or Jane Creason and the Law Firm Kimball, Tirey & St. John
LLP(KTJ), willfully, knowingly, intentionally served, aided, and abetted their clients and
involve themselves in a conspiracy and violated a legal duty in furtherance of a
conspiracy for financial gain.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1
2 30. At all times mentioned HVLP, Shawn Bankson and/or Jane Creason and the law firm
3 KTJ willfully, knowingly, intentionally agreed, cooperated, approved, ratified and
4 conspired to violate Federal and State law to commit overt acts against the tenants at
5 HVLP and/or the Plaintiff for financial gain.
6

7 31. At all times mentioned Shawn Bankson and/or Jane Creason and the law firm KTJ
8 willfully, knowingly, intentionally aided and abetted HVLP, and violated Federal and
9 State law to commit overt acts against the tenants at HVLP and/or the Plaintiff for
10 financial gain.
11

12 32. At all times mentioned HVLP, Shawn Bankson and/or Jane Creason and the law firm
13 KTJ willfully, knowingly, intentionally, cooperated, agreed and conspired to violate the
14 Fair Debt Collection Practice Act(FDCPA) financial gain.
15

16 33. At all times mentioned Shawn Bankson and/or Jane Creason and the law firm KTJ
17 willfully, knowingly, intentionally, aided and abetted HVLP and violated the Fair Debt
18 Collection Practice Act(FDCPA) for financial gain.
19

20 34. At all times mentioned the HVLP, Shawn Bankson and/or Jane Creason and the law firm
21 KTJ willfully, knowingly, intentionally agreed, cooperated and conspired to commit
22 fraud, defraud the court, suppress and conceal known facts from the Plaintiff and/or the
23 court for financial gain.
24

25 35. At all times mentioned the Shawn Bankson and/or Jane Creason and the law firm KTJ
26 willfully, knowingly, intentionally aided and abetted HVLP and suppressed and
27 concealed known facts from the Plaintiff and/or the court and committed fraud
28 on the court for financial gain.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 36. At all times mentioned HVLP, Shawn Bankson and/or Jane Creason and the law firm
2 KTJ willfully, knowingly, intentionally agreed, cooperated and conspired to abuse the
3 legal process to obtain void judgments for possession premises for financial gain.
4

5 37. At all times mentioned Shawn Bankson and/or Jane Creason and the law firm KTJ
6 willfully, knowingly, intentionally aided and abetted HVLP, abused the legal process,
7 and obtained void judgments for possession of the Plaintiff and/or tenants premise for
8 financial gain.
9

10 38. At all times mentioned HVLP, Shawn Bankson and/or Jane Creason and the law firm
11 KTJ, willfully, knowingly, intentionally agreed, cooperated and conspired to discriminate
12 against social economically disadvantage African Americans and minority tenants and/or
13 the Plaintiff, and deprived the tenants and/or the Plaintiff property without due process
14 of law for financial gain.
15

16 39. At all times mentioned HVLP, Shawn Bankson and/or Jane Creason and the law firm
17 KTJ, willfully, knowingly, intentionally agreed, cooperated and conspired to violate
18 social economically disadvantage African Americans and minority tenants and/or the
19 Plaintiff, civil rights for financial gain.
20

21 40. At all times mentioned HVLP, Shawn Bankson and/or Jane Creason and the law firm
22 KTJ, willfully, knowingly, intentionally agreed, aided and abetted HVLP and violated
23 social economically disadvantage African Americans and minority tenants and/or the
24 Plaintiff, civil rights.
25

26 41. HVLP, Shawn Bankson and/or Jane Creason and the law firm KTJ willfully, knowingly,
27 intentionally, and cooperated, agreed and conspired to maintain illegal lawsuits against
28 the tenants at HVLP and/or the Plaintiff for financial gain.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 42. Shawn Bankson and/or Jane Creason and the law firm KTJ willfully, knowingly,
2 intentionally, aided and abetted HVLP and maintained illegal lawsuits against the tenants
3 at HVLP and/or the Plaintiff for financial gain.
4

5 43. At all times mentioned HVLP, Shawn Bankson and/or Jane Creason and the law firm
6 KTJ willfully, knowingly, intentionally, agreed, cooperated and conspired to directly
7 and/or indirectly unlawfully hold tenants and/or the Plaintiff property in their possession,
8 without due process of law and/or the right to possession of the premises for
9 financial gain.
10

11 45. At all times mentioned Shawn Bankson and/or Jane Creason and the law firm KTJ
12 willfully, knowingly, intentionally, aided and abetted HVLP, directly and/or
13 indirectly unlawfully held the tenants and/or the Plaintiff property in their possession,
14 without due process of law and/or without the right to possession of the premises
15 financial gain.
16

17 46. At all times mentioned HVLP, Shawn Bankson and/or Jane Creason and the law firm
18 KTJ willfully, knowingly, intentionally agreed, cooperated and conspired to issue and/or
19 serve HVLP tenants and/or the Plaintiff "improper" notices to pay rent in violation of
20 State law for financial gain.
21

22 47. HVLP willfully, knowingly, intentionally aided and abetted Shawn Bankson and/or Jane
23 Creason and the law firm KTJ and served and/or issued HVLP tenants and/or the Plaintiff
24 "improper" notice(s) to pay rent in violation of State law for financial gain.
25

26 48. At all times mentioned the Plaintiff had a lease agreement and/or contract with HVLP
27 for the period of May 23, 2006 thru Dec. 31, 2007.
28

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 49. Per the contract, TERM OF THE LEASE, the lease provision extended automatically for
2 successive terms of one (1) month.

3
4 50. At all times mentioned Shawn Bankson and/or Jane Creason and the Law Firm Kimball,
5 Tirey & St. John LLP(KTJ) as attorney(s) "had full knowledge," were aware of the
6 Plaintiff's written lease agreement for the premises of 427 Page Street, with HVLP.

7 51. At all times mentioned HVLP, Shawn Bankson and/or Jane Creason and the law firm KTJ
8 willfully, knowingly, intentionally, agreed, cooperated and conspired to interfere and/or
9 tortuously interfered with Plaintiff lease hold interest in the rental unit.
10

11 52. At all times mentioned HVLP, Shawn Bankson and/or Jane Creason willfully, knowingly,
12 intentionally, agreed, cooperated and conspired to interfere and/or tortuously interfered
13 with the Plaintiff's right to quiet enjoyment of the premises and/or use of the apartment.

14 53. At all times mentioned HVLP, Shawn Bankson and the law firm KTJ willingly, knowingly,
15 intentionally, agreed, cooperated, approved and conspired to cause the Plaintiff and her
16 family member to "lose" their joy at Christmas/New Year period season.
17

18 54. At all times mentioned Shawn Bankson and the law firm KTJ willingly, knowingly,
19 intentionally, aided and abetted HVLP and caused the Plaintiff and her family member to
20 "lose" their joy and holiday Christmas/New Year season.
21

22 55. At all times mentioned HVLP, Shawn Bankson and/or Jane Creason and the law firm KTJ
23 willfully, knowingly, intentionally agreed, cooperated, approved, and conspired to cause the
24 plaintiff and/or her family member to suffer harm, cause injury, and/or lose her/his
25 reputation, destroy his/her business and/or person and/or for financial gain.
26

27 56. At all times mentioned Shawn Bankson and/or Jane Creason and the law firm KTJ willfully,
28 knowingly, intentionally aided and abetted HVLP and caused the plaintiff and/or her family

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 member to suffer harm, caused injury, and/or destroyed the Plaintiff and/or her family
2 business financial gain.
3

4 57. HVLP, Shawn Bankson and/or Jane Creason and the law firm KTJ willfully, knowingly and
5 intended, set the conditions, directly, facilitated, confirmed and ratified to inflict emotional
6 distress upon the Plaintiff and/or her family member by way of extreme and
7 outrageous conduct.
8

9 58. On or about Nov. 12, 2007, HVLP maliciously issued Plaintiff an "improper notice" to pay
10 rent or quit with "no exact dollar amount due" in violation of CCP § 1161 without
11 probable cause.
12

13 59. Plaintiff had credit balances on her rental ledger for several months alleged on the rental
14 ledger she was delinquent in rent.

15 60. On or about Dec. 19, 2007 HVLP instructed Shawn Bankson and the law firm KTJ to
16 violate the FDCPA, abuse the legal process, obtain a void Judgment for possession of
17 the Plaintiff premise.
18

19 61. Shawn Bankson and the law firm KTJ aided and abetted HVLP, violated the FDCPA,
20 abused the legal process, obtained a void judgment for possession of the premises.

21 62. On or about Dec. 24, 2007, HVLP, Shawn Bankson and the law firm KTJ, violated
22 Plaintiff's civil rights, gained possession of premises without due process of law.
23

24 63. The defendant used directly and/or indirectly threat and/or coercion and/or force, forced the
25 Plaintiff and/her family member to move pending Christmas/New Year holiday season,
26 without probable cause.

27 64. On or about Jan 22, 2008 Plaintiff received a vacated Judgment by a Superior Court Judge of
28 the void judgment obtained by Shawn Bankson and the law firm KTJ and/or HVLP.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1
2 65. Plaintiff and her family member, gained possession of the apartment, moved back into the
3 premises at 427 Page Street, San Francisco, CA and were tenant(s) again in peaceful, legal,
4 lawful possession of the premises.
5

6 66. The illegal court proceeding initiated by the defendants terminated in the Plaintiff's favor.

7 67. The defendant's actions constitute malicious prosecution and proximately caused the
8 plaintiff harm and damages.
9

10 68. The Plaintiff has been damaged by the defendant's actions and has a damage claim.

11 69. Bridgewater is entitled to compensatory and/or, special damages and/or general damages
12 and/or nominal damages.

13 70. Plaintiff is also entitled to reasonable attorney fees for the willful, malicious conduct of
14 the defendants.
15

16 71. The defendants in acting with fraud, malice, oppression and reckless disregard are liable to
17 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP
18 § 3294 (c)
19

20 72. The Plaintiff and/or her family member have attorney fees, injury to reputation or
21 impairment of social and business standing in the community, and lost of reputation and/or
22 character and other damages.
23

24 73. The Plaintiff has compensatory damages in the amount of \$1,000.00.
25

26 74. Plaintiff requests and/or has punitive damages according to proof at trial.
27
28

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

**THIRD CLAIM FOR RELIEF CONSPIRACY TO WRONGFULLY EVICT
AGAINST HAYES VALLEY LIMITED PARTNERSHIP AND Does 1 through 50
inclusive AND SHAWN BANKSON, KIMBALL, TIREY & ST. JOHN LLP
and Does 1 thru 50 inclusive**

75. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

76. HVLP, Shawn Bankson and the law firm KTJ willing, knowingly, intentionally, conspired to violate CA civil procedure, gain possession of the premise, and conspired to wrongfully evict the Plaintiff and/or her family member from the unit and committed conspiracy to wrongfully evict.

77. The defendant's actions constitute conspiracy to wrongfully evict and are the proximate cause of the plaintiff damages.

78. Plaintiff is entitled to compensatory, special damages and/or general damages.

79. Plaintiff have been injured, damaged and harmed by the defendant's actions.

80. Plaintiff has compensatory damages in the amount of \$1,000.00 (One thousand dollars).

81. The defendants in acting with fraud, malice, oppression and reckless disregard are liable to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP § 3294 (c).

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

82. Plaintiff requests an award of punitive damages according to proof at trial.

FOURTH CLAIM FOR RELIEF WRONGFUL EVICTION

**AGAINST HAYES VALLEY LIMITED PARTNERSHIP AND DOES 1 THRU 50
INCLUSIVE, SHAWN BANKSON AND THE LAW FIRM KIMBALL,
TIREY & ST. JOHN LLP AND DOES 1 THRU 50 INCLUSIVE**

83. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

84. HVLP and/or Shawn Bankson and the law firm KTJ willing, knowingly, intentionally gained possession of the Plaintiff premise and failed to follow and/or violated California Civil procedure and wrongfully evicted the Plaintiff and/or her family member from the unit, and committed wrongful eviction.

85. HVLP and/or Shawn Bankson and the law firm KTJ actions constitute wrongfully eviction and proximately caused the Plaintiff damages.

86. Plaintiff is entitled to treble damages, at times mentioned the defendants never had a business license issued by the California Department of Real Estate and violated Business and Professional code section 10131(b) which requires a treble damages pursuant to C.C.P. section 1029.8

87. Plaintiff have been injured, damaged and harmed by the defendant's actions.

88. Plaintiff is entitled to compensatory, special damages and/or general damages.

89. Plaintiff has compensatory damages of, in the amount of \$1,000.00(one thousand dollars)

(one thousand dollars)

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

90. The defendants in acting with fraud, malice, oppression and reckless disregard are liable to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP § 3294 (c).

91. Plaintiff requests an award of punitive damages according to proof at trial.

FIFTH CLAIM FOR RELIEF

CONSPIRACY TO MALICIOUSLY PROSECUTE (COMMON LAW)

**AGAINST HAYES VALLEY LIMITED PARTNERSHIP and Does 1 through 50 inclusive
AND SHAWN BANKSON, JANE CREASON, KIMBALL, TIREY & ST. JOHN
LLP Does 1 thru 50 inclusive**

92. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

93. On or about Jan. 22, 2008, Shawn Bankson and/or Jane Creason and the law firm KTJ and/or HVLP willingly, knowingly, intentionally, disregarded and/or violated a direct court order (vacated judgment).

94. The defendants willfully, knowingly, intentionally agreed, and conspired to abuse the legal process, use directly and/or indirectly threat and/or force, and/or coercion, violate the Plaintiff civil rights, obtain another void judgment without due process of law, force the Plaintiff and/or her family to move again without probable cause in complete retaliation and/or for financial gain and committed conspiracy to maliciously prosecute.

95. The defendant's action constitutes conspiracy to maliciously prosecute and is the proximate cause of the plaintiff damages.

96. Plaintiff is entitled to compensatory, special damages and/or general damages and/or nominal damages.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 97. Plaintiff have been injured, damaged and harmed by the defendant's actions.

2
3 98. Plaintiff has compensatory damages in the amount of \$1,000.00 (One thousand dollars).

4
5 99. The defendants in acting with fraud, malice, oppression and reckless disregard are liable to
6 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP
7 § 3294 (c).
8

9 100. Plaintiff requests an award of punitive damages according to proof at trial.
10

11 **SIXTH CLAIM FOR RELIEF**
12 **CONSPIRACY TO DEFRAUD THE COURT**
13 **AGAINST HAYES VALLEY LIMITED PARTNERHSIP AND does 1 thru 50**
14 **inclusive, SHAWN BANKSON, JANE CREASON and the law firm**
15 **KIMBALL, TIREY & ST. JOHN LLP and Does 1 thru 50 inclusive**
16

17 101. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

18 102. On or about Dec. 19, 2007 and/or Feb. 19, 2008, HVLP, Shawn Bankson and/or Jane
19 Creason and the law firm KTJ willingly, knowingly, agreed and conspired to execute
20 ^{once and/or two} and/or enforce and/or obtain void judgment(s) and suppress and/or conceal known facts
21 from the Plaintiff and/or the Judge and conspired to defraud the court.
22

23 103. The defendants conspired to and committed conspiracy to defraud the court.

24 104. The defendant's actions constitutes conspiracy to defraud the court ^{once and/or} "twice" and
25 proximately caused the Plaintiff damage and harm.
26

27 105. The Plaintiff has been damaged by the defendant's actions and has a damage claim.
28

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 107. Plaintiff is entitled to compensatory, special damages and/or general damages and/or
2 nominal damages.

3
4 108. Plaintiff has compensatory damages in the amount of \$1,000.00 (One thousand dollars

5
6 109. The defendants in acting with fraud, malice, oppression and reckless disregard are liable
7 to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to
8 CCP § 3294 (c).

9
10 110. Plaintiff requests an award of "double" punitive damages according to proof at trial,
11 FROM THE LAW FIRM KTJ AND HVLP.

12
13 **SEVENTH CLAIM FOR RELIEF**
14 **FOR FRAUD ON THE COURT**
15 **AGAINST LEGAL DEFENDANTS, SHAWN BANKSON, JANE CREASON AND**
16 **THE LAW FIRM KIMBALL, TIREY & ST JOHN LLP AND DOES 1 THRU 50**

17 111. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

18 112. On or about Dec. 19, 2007 and/or Feb. 19, 2008, Shawn Bankson and/or Jane Creason and
19 the law firm KTJ executed and/or enforced and/or obtained ^{ONE and/or TWO} void judgment(s), suppressed
20 and/or concealed known facts from the Plaintiff and/or the Judge and
21 committed fraud on the court.

22 113 . Jane Creason and/or Shawn Bankson and the law firm KTJ was under a duty to disclose to
23 the Judge and/or the Plaintiff and/or tenants known facts.

24
25 114. The judge and/or the Plaintiff and/or the tenants at HVLP relied on Shawn Bankson
26 and/or Jane Creason and the law firm KTJ to uphold their duty as attorneys (debt
27 collectors) for their clients to be truthful and honest.
28

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 115. Shawn Banskon and/or Creason and the law firm KTJ breached their duty as attorney(s)
2 and/or the law firm when they failed to disclose known facts to the Judge and/or the
3 Plaintiff and/or the tenants at HVLP known facts.
4

5 116. The Judge would not allowed Shawn Bankson and/or Creason and the law firm KTJ to
6 ^{ONE AND/OR TWO} execute and/or enforce and/or obtain void judgment(s), gain possession of the Plaintiff
7 and or the tenants apartment without due process of law had he known of the defendants
8 were committing fraud on the court.
9

10 117. Shawn Bankson and/or Jane Creason and the law firm KTJ willfully, knowingly
11 committed fraud on the court with the intent to commit fraud on the court.
12

13 118. The defendant's action constitutes fraud on the court ^{ONCE AND/OR} "twice" and proximately caused the
14 plaintiff harm and damage.
15

16 119. The Plaintiff has been damaged by the defendant's actions and has a damage claim.
17

18 120. Plaintiff is entitled to compensatory, special damages and/or general damages.
19

20 121. Plaintiff has compensatory damages in the amount of \$1,000.00(One hundred thousand
21 dollars)
22

23 122. The defendants in acting with fraud, malice, oppression and reckless disregard are liable
24 to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to
25 CCP § 3294 (c)
26

27 123. Plaintiff requests an award of "double" punitive damages according to proof at trial,
28 FROM THE LAW FIRM KTJ AND HAYES VALLEY LIMITED PARTNERSHIP

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

**EIGHTH CLAIM FOR RELIEF
CONSPIRACY TO VIOLATE (CIVIL) RIGHTS
U.S.C. 1985(3)**

**AGAINST HAYES VALLEY LIMITED PARTNERSHIP AND Does 1 thru 50
JANE CREASON AND THE LAW FIRM KIMBALL, TIREY & ST JOHN LLP AND
DOES 1 THRU 50**

125. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

126. On or about Feb. 19, 2008, HVLP, Jane Creason and the law firm KTJ willingly,
knowingly, intentional, agreed, cooperated and conspired, used directly and/or indirectly
“race and/or class based discriminatory animus,” denied and/or deprived the Plaintiff
equal privledges and immunities under the laws of the US Constitution, and/or deprive
the Plaintiff property without due process of law and prevented the Plaintiff from
exercising and enjoying equal privileges and/or rights and/or immunities as secured by
the United States Constitution as a US Citizen and committed Conspiracy to violate
Plaintiff’s civil rights.

127. The defendant’s actions constitute conspiracy to violate Plaintiff’s civil rights and
proximately caused the Plaintiff harm and damages.

128. The Plaintiff has been harmed by the defendant’s actions and has a damage claim.

129. Plaintiff is entitled to compensatory, special damages and/or general damages and
compensatory have damages in the amount of \$1,000.00 (one thousand dollars)

130. The defendants in acting with fraud, malice, oppression and reckless disregard are liable
to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to
CCP § 3294 (c)

131. Plaintiff requests an award of punitive damage according to proof at trial.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

NINTH CLAIM FOR RELIEF

RETAILATORY EVICTION (COMMON LAW)

**AGAINST HAYES VALLEY LIMITED PARTNERSHIP and Does 1 through
50 inclusive AND JANE CREASON, KIMBALL, TIREY & ST. JOHN LLP AND
Does 1 thru 50 inclusive**

132. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

133. Plaintiff exercised her legal right, obtained a vacated Judgment by a Superior Court Judge.

134. The Plaintiff moved back into the premises, was in lawful possession of the apartment.

On or about Feb. 19, 2008, Jane Creason and the law firm KTJ and/or HVLP used directly and/or indirectly threat and/or force, and/or coercion, violated Plaintiff civil rights, gained possession of the property, without due process of law, maliciously forced Plaintiff to move again without probable cause in complete retaliation and/or for financial gain and committed retaliatory eviction.

135. The defendant's actions constitute retaliatory eviction and proximately caused the Plaintiff damage and harm.

136. The Plaintiff has been damaged by the defendant's actions and has a damage claim.

138. Bridgewater is entitled to compensatory, special damages and/or general damages and/or nominal damages.

139. Plaintiff has compensatory damages in the amount of \$1,000.00(One thousand dollars)

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 140. Plaintiff is entitled to treble damages, at times mentioned the defendants never had a
2 business license issued by the California Department of Real Estate and violated Business
3 and Professional code section 10131(b) which requires a treble damages pursuant to
4 C.C.P. section 1029.8
5

6
7 141. The defendants in acting with fraud, malice, oppression and reckless disregard are liable to
8 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to
9 CCP § 3294 (c).
10

11 142. Plaintiff requests an award of punitive damages according to proof at trial.
12

13 **TENTH CLAIM FOR RELIEF**

14 **FOR**

15 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
16 **AGAINST HAYES VALLEY LIMITED PARTNERSHIP AND ALL DEFENDANTS**
17 **AND DOES 1 THRU 50, SHAWN BANKSON, JANE CREASON AND**
18 **THE LAW FIRM KIMBALL, TIREY & ST JOHN LLP AND ALL**
19 **LEGAL DEFENDANTS AND DOES 1 THRU 50**
20

21 143. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.
22

23 144. Shawn Bankson and/or Jane Creason and/or KTJ and/or HVLP owed a duty of care not to
24 deceive the court and/or Judge and/or the Plaintiff.
25

26 145. Shawn Bankson and/or Jane Creason and/or the law firm KTJ had an ethical duty not to
27 over step the bounds of law by proceeding to evict the Plaintiff when they knew the Plaintiff
28 was in legal lawful possession of the premises.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 146. The Plaintiff was a "direct victim" which arose from the defendants having her apartment
2 posted for eviction when the defendants knew all the time that no eviction could take place
3 during the Christmas/New Years day period.
4

5 147. Plaintiff as a direct result of the defendant's negligent infliction of emotional distress
6 suffered "**serious emotional distress**" by being placed in a homeless situation and having
7 to live in Shelter, and suffered from lose of dignity as well as self esteem.
8

9 148. The defendants know that tenants and/or the Plaintiff have vulnerability to illegal acts, and
10 the inability to enforce there rights and would be unable to cope with the mental stress
11 engendered by the totality of the circumstances of the illegal acts.

12 149. HVLP was never a licensed Property Management Company. Never had a duly licensed
13 Property Manager, of having her apartment HVLP was never licensed to collect rents, in
14 the State of California.
15

16 150. The defendant's negligent acts are a substantial factor and/or direct result of the Plaintiff
17 **breaking her foot** inflicting "**actual physical injury.**"

18 151. The defendants action constitutes negligent infliction of emotional distress and
19 proximately cause of the plaintiff damages.
20

21 152. Bridgewater is entitled to compensatory, special damages and/or general damages.
22

23 153. Plaintiff have been injured, damaged and harmed by the defendant's actions.
24

25 154. The Plaintiff have compensatory damages, pain and suffering in the amount of
26

27 \$ 1,000(one thousand dollars)
28

Bridgewater has been harmed by the defendant's actions and has a damage claim.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1 155. The defendants in acting with fraud, malice, oppression and reckless disregard are liable to
2 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP
3 § 3294 (c) The Plaintiff requests an award of punitive damages according to proof at trial.
4

5
6 **ELEVENTH CLAIM FOR RELIEF**
7 **VIOLATION OF THE FAIR DEBT COLLECTION PRACTICE ACT AGAINST**
8 **LEGAL DEFENDANTS, SHAWN BANKSON, JANE CREASON AND THE LAW**
9 **FIRM KIMBALL, TIREY & ST. JOHN LLP and Does 1 through 50 inclusive.**

10 156. All preceding paragraphs are hereby incorporated by reference as if fully set forth

11 157. The defendants at all times mentioned were Debt Collectors for their client HVLP.

12 158. On or about Dec. 19. 2007 and/or Feb. 19, 2008 and/or April 30, 2008, Shawn Bankson
13 and/or Jane Creason and the law firm^{KTS}, intentionally, knowingly and willing used
14 fraudulent, unfair, deceptive debt collection practices and violated the Fair Debt
15 Collection practice act.
16

17 159. The defendant's actions constitute violation of the fair debt collection practice act^{ONCE + OR TWICE} and
18 proximately caused Bridgewater, injuries and damages.

19 160. Plaintiff have been injured and damaged and have a damages claim.

20 161. Plaintiff is entitled to compensatory and/or special damages a have damages in the
21 amount of \$1000.00(one thousand dollars)
22

23 162. The defendants in acting with fraud, malice, oppression and reckless disregard are liable
24 to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to
25 CCP § 3294 (c)
26

27
28 163. Plaintiff requests an award of punitive damages according to proof at trial.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

WHEREFORE, plaintiff demands Judgment against the defendants

1. For Damages for the First Claim of relief for Breach of Contract for compensatory damages in the amount of
\$ 100.00 and punitive damages according to proof at trial.
2. For Damages for Second Claim of relief for Malicious Prosecution for compensatory damages in the amount of
\$1,000.00 and for punitive damages according to proof at trial.
3. For Damages for the Third Claim of relief for Conspiracy to Wrongfully Evict for compensatory damages in the amount of
\$ 1,000.00 and punitive damages according to proof at trial.
4. For Damages for the Fourth Claim of relief for Wrongful Eviction for compensatory damages in the amount of
\$1,000.00 and punitive damages according to proof at trial.
5. For Damages for the Fifth Claim of relief for Conspiracy to Maliciously Prosecute Wrongful Eviction for compensatory damages in the amount of
\$ 1,000.00 and punitive damages according to proof at trial.
6. For Damages for the Sixth Claim of relief for Conspiracy to Defraud the Court for compensatory damages in the amount of \$ 1,000.00 and punitive damages according to proof at trial.
7. For Damages for the Seventh Claim of relief for Fraud on the Court
compensatory damages in the amount of

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

- 1 \$ 1,000.00 and punitive damages according to proof at trial.
- 2
- 3 8. For Damages for the Eighth Claim of relief for Conspiracy to Violate Plaintiff
- 4 civil rights for compensatory damages in the amount of
- 5 \$ 1,000.00 and punitive damages according to proof at trial.
- 6 9. For Damages for the Ninth Claim of relief for Retaliatory Eviction for
- 7 compensatory damages in the amount of
- 8 \$ 1,000.00 and punitive damages according to proof at trial.
- 9
- 10 10. For Damages for the Tenth Claim of relief for Negligent Infliction of Emotional
- 11 Distress for compensatory damages in the amount of
- 12 \$ 1,000.00 and punitive damages according to proof at trial.
- 13
- 14 11. For Damages for the Eleventh Claim of relief for Violation of the Fair Debt
- 15 Collection Practice Act for compensatory damages in the amount of
- 16 \$ 1,000.00 and punitive damages according to proof at trial.
- 17 12. For an order enjoining the defendants, each of them, and their Agents,
- 18 Servants, employees with them.
- 19
- 20 13. Assume jurisdiction of this case.
- 21
- 22 14. Consolidate the Preliminary Injunction hearing with trial.
- 23
- 24 15. For cost of suit and for reasonable cost and attorney fee's as
- 25 authorized for Malicious Willful Conspiracy to violate of civil rights.
- 26
- 27 16. Plaintiff requests an expedited trial.
- 28 17. Hold each defendant jointly and severally liable.
18. Hold each defendant jointly and severally liable for concert of action.

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1
2
3 19. Order a National criminal investigation into the Defendants business

4 Dealings affairs including IRS), FBI (willful, intentional conspiracy to
5 violate Plaintiff and/or African American tenants civil rights) and/or any
6 other agency this court deems necessary.

7
8 20. Criminally prosecute the defendants to the "fullest" extent of the law for their
9 willful criminal conspiracy to violate African American and/or minority
10 "socially economically disadvantage" tenants at HVLP and/or the Plaintiff
11 CIVIL RIGHTS.

12 21. Refer this complaint to the California Bar Association.

13
14 22. Debar Jane Creason from practicing law after she has paid the Plaintiff for
15 the amount of the judgment rendered by this court.

16
17 23. Debar Shawn Bankson from practicing law after he has paid the Plaintiff
18 for the amount of the judgment rendered by this court.

19
20 24. Debar the law firm Kimball, Tirey & St. John LLP after they have paid
21 The Plaintiff the amount of Judgment rendered by this court an/or a
22 possible class-action lawsuit.

23 25. Punitive damages according to proof at trial.

24 26. TRO and/or Preliminary Injunction and/or Judgment

25 awarding the Plaintiff reasonable attorney fee's, cost and immediate
26 moving expenses incurred by the Plaintiff to the Plaintiff in the
27 amount of \$1,350,000.00(one million three hundred and fifty thousand
28 dollars) (two years accrued) or an amount deem

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1
2 just and appropriate by this federal court, [and]to immediately deposit with
3 this court, made available for the Plaintiff's immediate pick-up with hours.
4

5 27. TRO and/or Preliminary Injunction the defendants to immediately restore to
6 Plaintiff her apartment and to issue an immediate writ for possession of
7 the premises.
8

9 28. TRO and/or Preliminary Injunction for defendants to produced sensitive
10 financial And/or net worth Information to assess punitive damages award.
11 The Plaintiff respectfully requests this Court restrict the documents to be
12 produced to those that represents the present net worth of the defendants,
13 and plaintiff request punitive damages.
14

15 29. TRO and/or Preliminary Injunction for Defendants to Produce a Statement
16 of Assets and to Appear for Examination to find out where to locate assets.
17

18 30. TRO and/or Preliminary and/or Permanent Injunction and/or Order for the
19 Defendants to produce a Judgment Debtor Statement of Assets.
20

21 31. TRO and/or Preliminary Injunction for the Defendants to produce a list of
22 other partners (names) of Hayes Valley Limited Partnership that should
23 added as defendants to this complaint. In addition give the Plaintiff a "time
24 frame" to amend the complaint to add the names of "Does" defendants.
25

26 32. TRO and/or Preliminary Injunction Grant the Plaintiff and interest in
27 Property/Cash or to satisfy judgment rendered by this court.
28

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

- 1
- 2
- 3 33. TRO and/or Preliminary Injunction Order the defendants to post bond with
- 4 This court in the amount of judgment rendered by this court.
- 5 34. Plaintiff respectfully ask the courts assistance and to complete it own TRO
- 6 and/or Preliminary Injunction and/or Permanent Injunction and/or prepare
- 7 its own TRO and/or Preliminary Injunction and/or Permanent Injunction,
- 8 writs, Orders, Judgments against the defendants for the request made her in
- 9 this complaint by the Plaintiff by the Plaintiff in the civil case.
- 10
- 11 35. Permanent Injunction Order the defendants to pay the judgment render by
- 12 this court and dismiss and/or dissolve the permanent injunction after the
- 13 defendants have paid to Plaintiff the full judgment rendered by this court.
- 14
- 15 36. Pre-judgment and/or post judgment interest at the maximum legal rate.
- 16
- 17 37. Permanent Injunction and/or Order to be free from harassment, by the
- 18 defendants, coercion, threat, force, intimidation, disruption, interference with
- 19 Plaintiff right to quiet enjoyment and use of her apartment and/or "barring"
- 20 eviction once the Plaintiff regains possession of the apartment.
- 21
- 22 38. TRO and/or Permanent Injunction and/or order the Stop the defendants from
- 23 conspiring to violate African American and/or Minority Civil rights.
- 24
- 25 39. TRO and/or Permanent Injunction and/or order to stop the defendants from
- 26 conspiring, and giving their HVLP "invalid" "improper"
- 27 Notices to pay rent or quit in violation of California State law.
- 28

1
2
3 40. Stay any and all legal proceedings, execution, and enforcement of Orders,
4 Judgment, writs, etc. requested of the Plaintiff in this U.S. Federal District
5 Court now and during any appeal by the defendants.

6 41. Plaintiff respectfully asks the court to file under seal all monetary judgments
7 render and awarded the Plaintiff by this court.

8
9 41. Any other remedies of relief as the court may deem proper and just.

10
11 **DEMAND JURY TRIAL**

12
13
14 Respectfully and humbly submitted,

15
16 Dated: July 8, 2010



17 Sharon Bridgewater
18
19
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28

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF

1
2
3
4 **VERIFICATION**
5
6
7

8 I Sharon Bridgewater Declare:

9 I am the Plaintiff in the above entitled action.

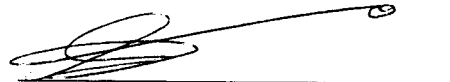
10 I make this verification because the facts set forth in the complaint are within my
11 knowledge and it is I who was evicted in the underlining
12 unlawful detainer.
13

14 I have read the foregoing complaint and know the contents thereof. The same is true of
15 my own knowledge. I except as to those matters which are therein alleged on information
16 and belief, and as to those matters, I believe it to be true.
17

18 I Sharon Bridgewater declare under penalty of perjury under the laws of the State of
19 California that the foregoing is true and correct.
20

21 Dated: July 8, 2010
22

23 At San Francisco, California
24



25 Sharon Bridgewater
26
27
28

VERIFIED COMPLAINT FOR MONETARY DAMAGES AND INJUNCTIVE RELIEF