

**FILED**

DEC - 1 2010

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

Sharon Bridgewater  
1001 Polk Street  
San Francisco, CA 94109  
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**UNITED STATES DISTRICT COURT FOR  
NORTHERN DISTRICT OF CALIFORNIA**

**CV10 5436**

Sharon Bridgewater,

Plaintiff

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 Bankon, Jane Creason  
Kimball, Tirey & St. John, LLP and  
Does 1 thru 50 inclusive,

Legal Defendants,

CASE No.

COMPLAINT FOR DAMAGES

**JL**

**E-filing**

Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

**JURISDICTION**

1. 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 the Plaintiff Civil rights 42 U.S.C. § 1985(3)
3. The damages are in excess of \$75,000.00.

**INSTRADISTRICT ASSIGNMENT**

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

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## **DEFENDANTS**

1. The defendant Hayes Valley Limited Partnership is a citizen of California a corporation incorporated under the laws of California with its principle place of business in California.
2. The defendant McCormack Baron Ragan Management Services Inc. is a citizen of Missouri a corporation incorporated under the laws of Missouri with its principle place of business in Missouri.
3. The Defendants MBA Urban Development Co Inc., is a citizen of Missouri a corporation incorporated under the laws of Missouri with its principle place of business in Missouri.
4. The defendant The Related Companies of California, Inc. is a citizen of California a corporation incorporated under the laws of California with its principle place of business in California.
5. The defendant Sunamerica Affordable Housing Partnership Inc. is a citizen of California a corporation incorporated under the laws of California with its principle place of business in California.
6. 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.

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- 1 7. Defendants MBA Urban Development Co Inc. was a California Corporation and a partner in  
2 the operations of Hayes Valley Limited Partnership of the rental units involved in this action.
- 3 8. Defendants The Related Companies of California, Inc. a California Corporation and partners  
4 with Hayes Valley Limited Partnership in the operation of the rental unit in question in this  
5 action.
- 6 9. Defendants Sunamerica Affordable Housing Partnership Inc. a California Corporation and  
7 partners with Hayes Valley Limited Partnership in the operation of the rental unit in question  
8 in this action.
- 9 10. Plaintiff does not know the true names and capacities of defendants Does 1 through 50  
10 inclusive and needs to obtain said information through discovery.
- 11 11. The agents, servants, employees were acting in the scope of their performance of duties and  
12 acting under, in concert with the defendants.
- 13 12. The Managing Agent and/or Property Manager Hasinah Rahim for HVLP exercised  
14 independent authority and judgment in the corporate decisions.
- 15 13. Defendants McCormack Baron Ragan Management Service Inc. and MBA Urban  
16 Development Co. Inc. are so intertwined with joint directors. In reality the very same entity  
17 as they have the same parties involved in each limited partnership and involved in the day to  
18 day management of the rental unit involved in this case.
- 19 14. The agents, servants, employees were acting in the scope of their performance of duties and  
20 acting under, in concert with the defendants.
- 21 15. Plaintiff does not know the true names and capacities of defendants Does 1 through 50  
22 inclusive and needs to obtain said information through discovery.
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**LEGAL DEFENDANTS**

1. Kimball, Tirey & St. John LLP (KTJ) is a law firm that specializes in commercial and residential Real Estate litigation and label themselves as “experts” in their area of practice.
2. Kimball, Tirey & St. John LLP (KTJ) is a law firm has been in business since 1977.
3. Kimball, Tirey & St. John LLP have represented their client HVLP since 1997.
4. Hayes Valley Limited Partnership hired the law firm, Kimball, Tirey and St. John, to represent their company in the “debt collection” process and/or in gaining possession of their apartment.
5. Shawn Bankson, at all times mentioned was a member of the California bar association, an Officer of the court and was employed by Kimball, Tirey & St. John LLP, an was employee of Kimball, Tirey & St. John LLP.
6. Jane Creason, at all times mentioned was a member of the California bar association, an Officer of the court and was employed by Kimball, Tirey & St. John LLP, an was employee of Kimball, Tirey & St. John LLP.
7. Jane Creason and/or Shawn Bankson represented their client in gaining possession of the premises and/or debt collection.

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**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

- 1 8. The Defendants Shawn Bankson, and Jane Creason, and/or the law firm KTJ are  
2 Officers of the Court and have an unquestionable duty to the Court of  
3 professional conduct.  
4
- 5 9. Defendants Shawn Bankson, Jane Creason and the law firm KTJ waived their  
6 attorney-client privilege and attorney-client work products under California Law.  
7
- 8 10. A partnership and each of its partners are responsible for the wrongful conduct of a  
9 partner acting within the scope of his or her employment; and, each attorney is  
10 to be held personally responsible.  
11

### 12 **PLAINTIFF**

- 13  
14  
15 1. At all times mentioned herein Plaintiff was a tenant at Hayes Valley Limited Partnership in  
16 lawful, peaceful possession of a rental unit at Hayes Valley Apartment from Jan. 2005 thru  
17 May 2008.  
18
- 19 2. At all times mentioned in this complaint Plaintiff was a single 46 year old African  
20 American "socially economically disadvantage" female with one child, who "struggled"  
21 most of her adult life raising her child alone; and have "struggled" to become  
22 financially independent.  
23
- 24 3. The Plaintiff at all times mentioned was a participant of the Hud Section 8 rental  
25 assistance program.  
26  
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

### **COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**



- 1 4. Plaintiff at all times mentioned started and founded a Real Estate Investment/Solar Energy  
2 Company Specialty Global Investments INC., with Partners in Michigan, Georgia, Nevada,  
3 California and Hawaii.
- 4
- 5 5. The Plaintiff at all times mentioned traveled frequently.
- 6
- 7 6. Plaintiff at all times mentioned in this complaint had domestic and International Investors,  
8 Contracts, and verbal promises from Investors in excess two million dollars for corporate  
9 purposes along with business income and expenses.
- 10
- 11 7. The Plaintiff had International Investors interested in Partnering with the Plaintiff  
12 Investment Company.
- 13
- 14 8. Plaintiff at all times mentioned in this complaint was a civil rights advocate and Started  
15 and found The Coalition for Empowerment (a 501) (C-3) non-profit organization,"  
16 formerly Greater Lansing Helping Hands."
- 17
- 18 9. The Plaintiff attended church regularly and taught bible school.
- 19
- 20 10. Plaintiff obtained a Bachelor of Art Degree from the University of Michigan, Ann Arbor,  
21 MI
- 22
- 23 11. Plaintiff was working to obtain the Master of Business Administration Degree (MBA) at  
24 the University of Maryland (on-line).
- 25
- 26 12. The Plaintiff at the time was looking for her own house to purchase at the time of  
27 the incident.
- 28
13. At all times mentioned the Plaintiff was recovering from a mental ailment, and "at the  
point" of complete rehabilitation from her mental ailment (manic depression)

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**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

- 1 14. At the times mentioned the Plaintiff was "at the point of" total financial independence and  
2 completely self-sufficient and independent of the HUD section 8 rental assistance programs.  
3
- 4 15. The Plaintiff was looking for a house of her own to buy.
- 5 16. At all times mentioned in this complaint the Plaintiff's son lived with her at the residence.
- 6 17. At all times mentioned in this complaint the Plaintiff son graduated from a prestigious  
7 College, and obtained his Bachelor of Art Degree.
- 8 18. The Plaintiff's son was at all times mentioned was employed at a "well known" financial  
9 institution in San Francisco.
- 10
- 11 19. Since his three year employment his Superiors has elected him to serve Office on the  
12 Board of Governors, a "very rare position" especially for a man of his age.
- 13 20. The Plaintiff's son has "juggled" work, study, and is currently a licensed Real Estate  
14 Broker and has his own Real Estate Investment Company.
- 15
- 16 21. At all times mentioned the defendants knew the Plaintiff and her son resided at the  
17 premise at 427 Page Street, San Francisco, CA 94102.
- 18 22. The Plaintiff has always been a role model, counselor to her son.
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**



## PREDICATES AND BACKGROUND

The Plaintiff was a tenant a HVLP from Jan. 2005 to May 2008. The Defendants at all times mentioned, were collecting the Plaintiff and/or the tenants rents illegally, in violation of Business and Professional Code section 10131(b);(since the commencement of their business in 1997)never were licensed to collect rents, which is a crime.

At all times mentioned the defendants HVLP never complied with the had a fictitious business name statement (DBA) laws, (were violating Business and Professional Code § 17918) with the county clerk of San Francisco and were prohibited from filing any documents, writs, orders, and/or Judgment in the San Francisco Superior Court, or any Court of Law, State or Federal Court in California(since the commencement of their business in 1997) At all times mentioned the Defendants were breaching the HUD regulatory and Management agreement. The Defendants(HVLP) have conducted business for HVLP under several different "aliases."

The HVLP (Defendants) cooperated and agreed, conspired with KTJ (legal Defendants) to use illegal and "extortionate" Debt Collection practices, by giving the Plaintiff and/or tenants at HVLP improper notices to pay rent or quit; subsequently KTJ (legal Defendants) abused the legal process, **filed illegal lawsuits (lacked due process of law) in the Superior Court of San Francisco, CA; subsequently the Defendants used directly and/or indirectly threat and/or coercion, "forced" the Tenants and/or the Plaintiff into "ILLEGAL" Stipulated Judgment(s) for possession of the premise(s). Pursuant to these illegal Stipulated the**

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**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 **Defendants “extorted” excessive “UNREGULATED” attorney fee’s additional rents, over and**  
2 **beyond the U.S. HUD housing Authority payment contract(in violation of Federal and State**  
3 **law); maintained lawsuits against the Plaintiff and/or the tenants and failed to dismiss the**  
4 **lawsuit after accepting over and beyond the illegal lawsuit filed against the tenants and/or**  
5 **the Plaintiff.**

7 **Pursuant to these illegal Stipulated Judgments for possession of the premise(s), the**  
8 **Plaintiff and/or tenants were "FORCED" into; the Defendants used “used expressed**  
9 **language” of:**

- 11 1) “The rental agreement/lease under which the Defendant holds possession of aid  
12 property is not forfeited unless Defendant fails to comply with any term  
13 stipulated hearin;”
- 14 2) “Defendant expressly waives any and all rights to a noticed motion and/or right  
15 to a hearing on the entry of a judgment pursuant to this Stipulation;”
- 16 3) “Defendant agrees if Defendant fails to timely comply with any term or  
17 condition of the Stipulation, the lock-out date and the payment shall be  
18 accelerated without a hearing; “
- 19 4) “If Defendant is granted any hearing, the only issue to be decided by the Court  
20 shall be the timeliness of payments scheduled of this Stipulation;”
- 21 5) “Non compliance with this agreement will be evidenced by ex-parte written  
22 declaration.” “Upon any non-compliance with any term of this Stipulation,  
23 Plaintiff may request that this court issue Judgment for Plaintiff for  
24 possession of the premises forfeiture of any rental agreement, writs of  
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possession to be issued and immediately enforced and for the entire unpaid balance which shall become immediately due;

- 6) "As Consideration for this agreement, Defendant hereby waives her right to seek any stay of this proceeding in this or any other court, State or federal.
- 7) "Each signatory hereto represent that they have the express authority from the party they represent to sign for and bind that party to the terms herein.
- 8) "This Stipulation **shall be dispositive of all issues raised in Plaintiff 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;"

The tenants at HVLP and/or the Plaintiff were "SILENCE," "WHILE" the Defendants maintained lawsuits against the tenants and/or the Plaintiff, in some cases for "years." (The defendants "extorted" and/or "embezzled" Government properties and/or money from tenants living in government property and/or receiving government income for living expenses) "presumably in the termination of tenancy process." TENANT AND/OR THE PLAINTIFF AND WERE forced to either PAY OR MOVE. Tenants and/or the Plaintiff were discriminated against, deprived and/or denied property without due process of law and were prevented from enjoying equal privileges and immunities as secured by the United States Constitution as US Citizens. Tenants at HVLP and/or the Plaintiff civil rights were violated.

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**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 The Defendants at all times mentioned cooperated and agreed to wrongfully evict the  
 2 Tenants. The defendants (HVLP) have used their power in a cruel and burdensome way, have  
 3 maliciously, arbitrary acted with oppression, malice, fraud and deceit and willfully knowingly,  
 4 intentionally, cooperated, agreed and conspired with KTJ to use fraud, malice and/or oppression  
 5 and have heavily burden the tenants and/or the Plaintiff with their criminal activities.  
 6

### 7 8 9 10 **STANDARD OF REVIEW**

11  
12  
13 This case is related to back to case # C10-00703(SBA). Hayes Valley Limited  
 14 Partnership, (AKA, Hayes Valley Apartments II L.P.), McCormack Baron Ragan Management  
 15 Services Inc., MBA Urban Development Co., The Related Companies of California, Inc.,  
 16 Sunamerica Affordable Housing Partnership Inc., and Does 1 through 50 inclusive which was  
 17 dismissed without prejudice on 8/24/2010, and Shawn Bankon, Jane Creason Kimball, Tirey &  
 18 St. John, LLP(KTJ) and Does 1 thru 50 inclusive, which was dismissed on 8/24/2010 as well.  
 19 This complaint is amended to "add" KTJ as the Defendants Conspirators, and this complaint  
 20 meet all the requirements of the Federal Rule of Civil Procedure "RELATION BACK  
 21 OF AMENDMENT."  
 22

23  
24 The Plaintiff filed her initial case against the Defendants (HVLP) in the San Francisco  
 25 Superior Court of California in August 2008; and subsequently filed several other lawsuits  
 26 against the Defendants The Plaintiff complaints were dismissed because;  
 27

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### **COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 (1) The Plaintiff was suffering from Post Traumatic stress syndrome (unable to  
2 draft a complaint as the events that happened to the Plaintiff are so horrific and  
3 go beyond all human decency); and  
4

5 (2) The Defendants forced the Plaintiff into an Stipulated Judgment against her will  
6 and included in the Stipulated Judgment "expressed language" per the Stipulated  
7 Judgment, "shall be dispositive of all issues raised in Plaintiff complaint and all  
8 affirmative defenses which could have been raised in Defendant's answer and  
9 shall be considered res judicata in any further proceeding." and "expressly waives  
10 any and all rights to a notice motion and/or right to a hearing on the entry of a  
11 judgment pursuant to this stipulation]  
12  
13  
14  
15

16 The Plaintiff has continuously, constantly filed different lawsuits, motions, etc. for the  
17 past two years, in an attempted to exercise and enjoy equal privileges and immunities as secured  
18 by the United States Constitution as every other citizen of America enjoy. The Plaintiff has  
19 continually, **"three years"** filed lawsuits, against the Defendants in an attempt **exercise her**  
20 **equal privledges and immunities and/or "free speech" as a citizen of America as every**  
21 **other Citizen of America enjoy.**  
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**



1 The Plaintiff filed several different court cases in this federal court between Dec. 2008 and  
 2 August 2008(see exh. ) in Formus Pauperius which was assigned to; 1) Honorable Judge  
 3 Patel, 2) Honorable Judge Hamilton, 3) Honorable Susan Illston 4) Honorable Bernard  
 4 Zimmerman and/or some other Honorable Magistrate Judges. The Plaintiff filed a case, which  
 5 was assigned to Honorable Armstrong, CV-5663 (Sharon Bridgewater vs. Shawn Bankson on  
 6 8-7-2009) The State causes of action was dismissed without prejudice – negligent infliction of  
 7 emotional distress, malicious prosecution, Tortious Interference with Plaintiff right to quiet  
 8 enjoyment and leasehold interest in the rental unit. Plaintiff filed another case which was  
 9 assigned to Honorable Hamilton, case number (CV-03551 on 8-3-2009; Sharon Bridgewater  
 10 vs. Hayes Valley) retaliatory eviction, malicious prosecution, negligence infliction of emotional  
 11 distress, which is also within the Statue of limitation; as the Judge dismissed the State Claims  
 12 without prejudice.

13 The causes of action set forth in this complaint against Shawn Bankson, Jane Creason and  
 14 the Law firm Kimball, Tirey & St. John LLP in this complaint **applies** to CCP section  
 15 1714.10(c) CCP Section 1714.10 (c) provides, “this CCP section 1714.10(a) shall not apply to a  
 16 cause of action against an attorney for a civil conspiracy with his or her client, where (1) the  
 17 attorney has an independent legal duty to the Plaintiff, or (2) the attorney’s acts go beyond the  
 18 performance of a professional duty to serve the client and involve an conspiracy to violate  
 19 a legal duty in furtherance of the attorney’s financial gain.

20 Sharon Bridgewater vs. Hayes Valley Limited Partnership

21 **COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**



- 1       **1. THE JUDGMENT(S), obtained by the defendants against the Plaintiff are**  
2       **completely "NULL AND VOID" AND LACKED DUE PROCESS OF LAW.**
- 3       **2. THE JUDGMENT** obtained by the defendants dated Dec. 19, 2007, and/or Feb. 19,  
4       are completely "NULL AND VOID", **and without any legal effect.**
  - 5               a) The Judgment(s) that lack due process of law is "NULL AND VOID"
  - 6               b) Any agreement obtained by coercion and/or threat and/or extortion  
7               and/or force and/or menace and/or undue influence and/or duress  
8               and/or fraud is "NULL AND VOID."
  - 9               c) The Court did not have jurisdiction to entertain the Judgment(s)
  - 10              d) Res Judicata does not apply to a Judgment that is void from its  
11              inception.

12       Three(3) years ago, at the time of the incident the Plaintiff was a 46 year old Socially  
13       Economically disadvantage African American female, working to become self-sufficient and was  
14       at the point where she was self-sufficient and "economically empowered," independent. The  
15       Plaintiff is now 48.5 years of age.

16       The Plaintiff had a promising Real Estate/Solar Energy Business. The malicious  
17       criminal partnership of HVLP and Kimball, Tirey & St. John LLP (KTJ), the use of  
18       "extortion," and the stealing of the Plaintiff's primary residence, has caused the Plaintiff to lose  
19       her Real Estate Investment/Solar Energy Company business.       The Plaintiff has lost  
20       everything she has worked her entire life trying to accomplish due to their criminal, malicious  
21       acts toward the Plaintiff. The defendants have "STRIPPED" of her "life."

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23       **COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 The defendant's action has caused the Plaintiff to suffer from a mental ailment of Post  
2 Traumatic Stress Syndrome, (inability to concentrate, focus, and the Plaintiff need extensive  
3 mental health therapy).

4  
5 The Plaintiff has been unable to complete her Master's of Business of Administration  
6 Degree and/or operates her business. The Plaintiff has been dismissed from the MBA Program  
7 due to the willful, malicious, conduct of the Defendants.

8 The Plaintiff has been unable to assist, help, counsel her son in his business  
9 (Plaintiff had International Investors wanting to purchase property her in America; a "Buyers"  
10 market.(The Plaintiff has lost potential millions of dollars in Income)

11  
12 The defendant's oppressive, malicious, fraudulent acts have not only caused lasting  
13 mental effects to the Plaintiff, but also permanent physical injuries as well. The Plaintiff is  
14 unable to due the physical activities, she once enjoyed such as walking, jogging and hiking.  
15 The Plaintiff has right leg impairment and permanent left foot injury due sustained by the  
16 forcible "unexpected" forcible moves.(the Plaintiff need extensive physical therapy)

17  
18 The defendants have "libeled" the Plaintiff's name.(The Plaintiff name is "illegally"  
19 entered data base for non-payment of rent, making it virtually impossible to find adequate  
20 housing in the State of California) [Plaintiff's "EX-current" apartment landlord hired a  
21 convicted felon.  
22

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1       **The felon broke into the Plaintiff apartment stole, several items, business computer**  
 2       **monitor, programs, disposed of personal, legal, and business papers, expensive art**  
 3       **supplies; and a lady was found dead in April 2010 of this 24 unit complex apartment; her**  
 4       **body discovered nearly 10 days later only after discovered by "smell." Also on Aug. 5,**  
 5       **2010 another man died, was found dead in his apartment, a week prior before his death,**  
 6       **someone broke into his house and stole the medicine from the man] (see case # 3:10-4 966)**  
 7       **filed in this federal court)**

8  
 9       The Plaintiff is unable to document and/or prove her Real Estate business income due to  
 10       others willfully conspiring to violate the Plaintiff civil rights.(see exh. And case # 3:10-4966)

11  
 12       The Plaintiff is currently suffering from the effects of the Defendants malicious, fraudulent  
 13       conduct and is unable to find adequate housing because the Plaintiff's name is illegally entered  
 14       into an unlawful detainer data base. The Plaintiff is currently homeless due to "indirect" results  
 15       of the Defendants "stealing" her primary residence.

16  
 17       It is the Plaintiff's belief the defendants, since Aug. 2009, the filing of her Federal  
 18       Complaints in this US District Court the Defendants have "stalked," the Plaintiff (The  
 19       Plaintiff, well groomed and nicely dressed, walking in a crowd of people in downtown San  
 20       Francisco; "police cars" quickly "swooped over" approached the Plaintiff within the crowd, and  
 21       asked for the Plaintiff I.D., for "no apparent reason, apologized," then quickly "left" the  
 22       scene)(The Defendants and 1-50 Does Defendants ARE ENOURMOUS and the Plaintiff's  
 23       feels constantly threaten and fear for her life.

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 28       Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 The Plaintiff is unable to live a normal life, is withdrawn, distrust people, have no  
2 "meaningful relationships." The Plaintiff **"A VICTIM OF CRIME,"** that the Defendants will  
3 kill her at anytime. The Plaintiff civil rights has been constantly "violated" and the Plaintiff do not  
4 know who is conspiring against her. It is the Plaintiff's belief that the Defendants have continued  
5 to conspire to hurt the Plaintiff.  
6

7 The Plaintiff suffers from nervousness, horror, fright, fears, anxiety and nervousness,  
8 palpitations, rapid heart beats, panic attacks daily and continues to suffer extreme mental and  
9 emotional distress.  
10

11 The Plaintiff needs extensive mental, physical and psychological therapy. (**A VICTIM OF**  
12 **CRIME**) The Plaintiff suffering from POST TRAMATIC STRESS SYNDROME and  
13 have suffered continually for two years, have been tormented mentally [the crime is so horrific  
14 and goes beyond all human decency (inability to concentrate, writing complaints attempting to be  
15 heard in a court of law).  
16

17 The defendants, fraudulent, malicious, conduct has caused the Plaintiff lose of dignity,  
18 loss of self-esteem, shame and humiliation.  
19

20 The defendants have used their power to oppress, hurt, injure, oppress, and cause the  
21 Plaintiff to suffer. The Plaintiff has been heavily burden by the adverse conditions and criminal  
22 partnership of the Defendants.  
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1 The defendants have exercised their authority and power as property Managers of the  
2 apartment complex and an Officer's of the Court/Law in a burdensome, cruel, unjust manner,  
3 mean and gruesome way. The defendant's have acted with oppression, fraud and malice.  
4

5 The Plaintiff a "victim" of crime, "seeped through the cracks;" which enabled the  
6 Plaintiff to file this complaint in this U.S. District Court.  
7

### 8 **AN INJUNCTION IS NECESSARY**

9

10  
11 The events that occurred with the Plaintiff three years ago are "horrific." The  
12 defendants continue to cooperate and agreed, conspire, hide, cover-up, defraud, and deceive,  
13 this Honorable Court. The Plaintiff continue to suffer indirectly from the Defendants stealing  
14 her primary residence(see complaint # ) The Plaintiff will suffer irreparable harm without this  
15 Case # 3:10-04966  
16 Honorable US Federal District court intervention. The court must oversee all legal processes in  
17 this case. This Honorable US Federal District Court must Order the Defendants to prevent an  
18 act or compel an act.  
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**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**



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2  
3 **SUMMARY JUDGMENT**  
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6 A summary judgment may be granted if “the pleadings and the materials on file [or  
7 declarations] show that there is no genuine issue and/or no triable issue of material facts. The  
8 movant is entitled to judgment as a matter of law.” Fed. Rule. Civil P. 56(c).  
9  
10  
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13

14 **SEQUENTIAL EVENTS**  
15

16 On or about Nov. 12, 2007, Plaintiff received an “improper notice” in violation of CCP  
17 section 1161 to pay rent or quit that for possession of the premises. (see exh. 2 )  
18

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

21 Pending **Christmas 2007/New Year 2008** Plaintiff received an “**unexpected**” writ for  
22 possession **posted on her front door.**(see exh. 3 ) Plaintiff thought it was a “prank.”  
23

24 Plaintiff called the local sheriff’s office to verify the authenticity. The sheriff told  
25 Plaintiff that they had posted the writ for possession on her front door and it was “the real thing.”  
26 The sheriff instructed the Plaintiff to immediate vacate the unit within five (5) days.  
27  
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**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**



1  
2 Plaintiff under great emotional distress started packing her possessions and moving,  
3 (Plaintiff had no money, spent MOST IF NOT ALL OF HER MONEY ON CHRISTMAS  
4 GIFTS; no were to go, worried about where she was going to stay, etc.) **UNDER EXTREME**  
5 **MENTAL DISTRESS, plaintiff broke her foot** in the process of moving.  
6

7 Plaintiff in a "panic state of mind" searched and "continued" to search for another  
8 apartment.  
9

10 Plaintiff went "back and forward" to varies community agencies trying to get "financial  
11 assistance" for a rental security deposit to secure another apartment.

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

14 Plaintiff constantly called Hayes Valley landlord, and tried to some answers as to how she  
15 could be evicted without due process of law, and to get an "amount of rent due" to cure any back  
16 rent that was owed. The **defendants ignored** the Plaintiff and **would not return the Plaintiff**  
17 **phone calls.**  
18

19 The Plaintiff then went to the Eviction Defense Collaborative (EDC) a local community  
20 agency and applied for financial assistance to cure any back rent that might have been owed  
21 and/or to communicate with her landlord-HVLP/or the attorney(s) Shawn Bankson and/or Jane  
22 Creason and the law firm KTJ, to get an amount due to cure back rent. (see exh. 4 )  
23

24 EDC on several occasions, contacted HVLP, however they refused to communicate with  
25 the EDC "an amount of rent due."  
26  
27  
28

Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 During this time Plaintiff was going "back and forward" to Superior Court, "back and  
2 forward" to the doctors and hospital (on crutches in the freezing cold rain from the broken foot  
3 injury she had sustained by moving under great mental anguish).  
4

5 Upon receiving help at a local "legal" community agency the Plaintiff discovered on  
6 Dec. 19, 2007, the defendants abused the legal process, filed a illegal lawsuit (lacked due process  
7 of law)(see exhibit ), used directly and/or indirectly threat and/coercion, forced an  
8 "unauthorized party" into a Stipulated Judgment for possession of the premise(see exh**6** ) and  
9 willfully, knowingly, intentionally concealed from the Plaintiff the agreement. Pursuant to this  
10 Stipulated Judgment the Defendants charged "unregulated" excessive attorney fee's, additional  
11 rents, over and beyond the US Housing authority contract in violation of Federal and State law.  
12 Pursuant to this Stipulated Judgment the Defendants accepted, over and beyond rents as  
13 demanded per the illegal lawsuit, [failed to dismiss the lawsuit against the Plaintiff after  
14 receiving all rents as demanded per the illegal lawsuit]committed fraud on the court and obtained  
15 a fraudulent void Judgment pursuant to an Stipulated Judgment they entered into with an  
16 "unauthorized" party "nearly" two years prior. (May 2006)  
17

18 Plaintiff immediately petitioned the court **TO VACATE THE FRAUDULANT VOID**  
19 **JUDGMENT OBTAINED BY THE DEFENDANTS.** (see exh. #11 )  
20

21 **BANKSON FILED AN OPPOSITION TO PLAINTIFF'S MOTION TO VACATE**  
22 **THE JUDGMENT.**  
23

24 **The Superior Court Judge "GRANTED" the Plaintiff request and VACATED THE**  
25 **JUDGMENT OBTAINED BY (HVLK/KTJ AND/OR SHAWN BANKSON) (see exhibit**  
26

27 Sharon Bridgewater vs. Hayes Valley Limited Partnership  
28

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 [The defendants, conspired to retaliate, force the Plaintiff and/or her family member to move  
 2 without probable cause. Attorney Shawn Bankson (KTJ) **"tagged teamed"** his colleague  
 3 Attorney Jane Creason. HVLP, Shawn Bankson and Jane Creason willfully cooperated, agreed  
 4 and conspired to discriminate against the Plaintiff because she was could not enforce her rights  
 5 socially economically disadvantaged tenant.]

7 During this times Plaintiff was also going "back and forward" to various agencies under  
 8 extreme great exhaustion, emotional distress, and physical pain from her broken foot (in the  
 9 freezing cold rain trying on crutches) attempting to locate her new apartment and/or get her  
 10 security deposit to secure a new apartment. After the extensive search, Plaintiff finally located  
 11 an apartment to rent, **on Oakdale Street, in San Francisco, CA.**

13 Plaintiffs finally got enough money for her deposit at her new place. Plaintiff entered into  
 14 a rental agreement with the new landlord on Oakdale Ave. The Plaintiff moved into her new  
 15 Apartment on Oakdale Ave. San Francisco, CA (see exh. 7 )

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

21 Plaintiff was finally able to get some relief, from the **"HORROR"** she had just  
 22 experienced of being **"unexpectedly"** illegally evicted pending Christmas/New Year holiday.  
 23 The Plaintiff was living in quiet, peacefully possession in her new apartment on Oakdale St. San  
 24 Francisco, CA.

28 Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

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

4 Plaintiff's section 8 payment workers informed the Plaintiff the defendants at HVLP  
5 continued to receive rental payments HUD payments on behalf of the Plaintiff **“name,”** at  
6 HVLP, and **would not release** her HUD payment rental voucher to her new Apartment on  
7 Oakdale Street. (because the Plaintiff had exercised her legal rights and obtain a VACATED  
8 JUDGMENT OBTAINED BY HVLP AND/OR SHAWN BANSKON(KTJ))

9  
10 Plaintiff section 8 worker instructed the Plaintiff to back **to Hayes Valley**. (old apartment)  
11 Plaintiff **“UNEXPECTEDLY” WAS “FORCED” TO; under EXTREME “exhaustion” “go**  
12 **from agency to agency” for help, again and finally got enough money to hire, strong men,**  
13 **get another U-Haul truck, and moved ALL her heavy furniture, and possessions out of her newly**  
14 **found apartment of Oakdale Street, CA(on crutches second story floor on crutches in the freezing**  
15 **cold rain) back into Hayes Valley Apartments, (old apartment second story floor within an**  
16 **approx. two week period)** [The Plaintiff lost her deposit money given to the Oakdale Street  
17 Landlord, and owed the landlord on Oakdale one month rent for failure to keep a written  
18 agreement]

19  
20 During the process of moving back into HVLP, while Plaintiff was in the apartment at 427  
21 Page Street, San Francisco, CA, the Plaintiff's UHAUL RENTAL TRUCK GOT TOWED FROM  
22 THE PREMISES, (along with SOME OF THE PLAINTIFF'S POSSESSIONS WAS STILL ON  
23 THE UHAUL TRUCK. It is Plaintiff belief that the Property Manager called a tow  
24  
25  
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF



1 company and had it ILLEGALLY towed from the premises. (The PLAINTIFF WAS UNABLE TO  
2 GET THE UHAUL TRUCK out of tow, due to lack of funds and some of the Plaintiff possession  
3 on the truck perished.)  
4

5 AT THIS POINT PLAINTIFF was **TOTALLY MENTAL AND EMOTIONAL**  
6 **INSTABITILY FROM THE CONSTANT "UNEXPECTED"** moves without prior notice,  
7 [and] needed mental health care and physical health care. Upon moving back into Hayes  
8 Valley; the Plaintiff too exhausted to do anything left all her possession in the moving boxes put  
9 the mattress on the floor, slept on the floor and ate peanut butter sandwiches for food.  
10

11 During this time the Plaintiff more than ever needed a stable home. The Plaintiff constantly,  
12 **repeatedly called the defendants to get an amount due** and repeatedly requested a copy of the  
13 McCormack Baron Ragan rental ledger to cure any back rent that might have been  
14 due to maintain her tenancy in the unit. The defendants (HVLP/KTJ) refused to return the phone  
15 calls, **refuse to provide Plaintiff with a copy of the rental ledger** and refused to communicate  
16 with the Plaintiff. Plaintiff return to the EDC for help.  
17

18 **On Feb. 15, 2008**, Amy Price of the EDC contacted Hayes Valley and writes, quote, "On  
19 more than four different occasions I attempted to get the correct amount from her apartment  
20 manager, but I was unable to. At one point I was sent a ledger, but then was told it was not the  
21 correct amount. As of today I have still not received an amount due and was unable to finalized  
22 her application and pay her back rent." (see exhibit 4) and/or "extort" money from the  
23 Plaintiff she did not owe.  
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1  
2       **On or about Feb. 19, 2008,** On the day of trial, during the mandatory settlement  
3 conference. HVLP Property Manager and Jane Creason used undue influence, as an Attorney  
4 and Property Manager, **TOOK ADVANTAGE OF THE PLAINTIFF's MENTAL AND**  
5 **EMOTIONAL DISTRESS STATE OF MIND;** HVLP made intentional material  
6 misrepresentation to the Plaintiff and told her that she owed an amount of \$2,174.74. KTJ  
7 attorney, Jane Creason, made intentional material misrepresentation to the Plaintiff and told  
8 the Plaintiff she was liable for **attorney fee's** in the amount of **\$955.00**, for an amount totally  
9 **\$2,979.74.(Plaintiff did not owe see Exh. 8, Feb. rent, partial rental ledger 427 Page St.**  
10

11       The two formed a VOID Stipulated Judgment for possession of the premises, presented the  
12 legal Document to the Plaintiff and, and **immediately demanded** the amount of  
13 \$2,979.74(attempted to "EXTORT" from the Plaintiff). Attorney Jane Creason gave the Plaintiff  
14 an ultimatum to pay the full amount of \$2,979.74 or vacate the unit within **28** days. (IN  
15 VIOLATION OF FEDERAL AND STATE LAW). (exhibit **9** scribble out date of March 17,  
16 2008)  
17

18       Plaintiff, **scared as "hell" from another immediate "FORCED" eviction, and**  
19 **ignorant of amount of rent due;** unable to meet the demands of the defendants "in complete  
20 mental incompetency and state of mind pleaded for more time to remain in the unit; and told the  
21 Defendants she needed time save for a security deposit and good rental reference, and her full  
22 security deposit to secure another unit.  
23  
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**



1 The defendants then gave the Plaintiff 90 days to move. The defendants then told the  
2 Plaintiff they help the Plaintiff to secure another apartment by giving her good rental reference  
3 and her security deposit. The Defendants then told the Plaintiff they would refund to the  
4 Plaintiff her "full security deposit" of \$1,527.00 if the Plaintiff agreed to move with sixty(60)  
5 days to coerce the Plaintiff to sign the agreement. The defendants also asserted to the Plaintiff  
6 they would account for the Plaintiff security deposit in accordance with California law. The  
7 Plaintiff relied on the defendants to return her security deposit in accordance, agreed to move  
8 from the premises in 60 days. Jane Creason and Hashinah Rashim, sign the agreement,  
9 subsequently the Plaintiff signed the agreement. Pursuant to the agreement the Defendants used  
10 "expressed language," "If Defendants fails to comply with any of the terms as stated, judgment  
11 shall enter for possession and the full amount of past due rent, attorney's fee's cost. A writ of  
12 execution for money and possession shall issue immediately upon Declaration by Plaintiff's  
13 counsel if Defendant fails to comply with this stipulation. Judgment for possession shall be  
14 entered pursuant to CCP 415. 46 as to any and all occupants and; **"shall be dispositive of all**  
15 **issues raised in Plaintiff complaint and all affirmative defenses which could have been**  
16 **raised in Defendant's answer."** and **"Sharon Bridgewater expressly waives any and all**  
17 **rights to a notice motion and/or right to a hearing on the entry of a judgment pursuant**  
18 **to this stipulation,"** and enforced the Judgment and submitted the document to the with the  
19 Superior Court of California Court. (see exh. 9) **The Plaintiff, moved from the premises, on**  
20 **or about April 30, 2010 as agreed.**  
21  
22  
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR 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.

3 Plaintiff "libeled" as a "non-paying" bad tenant from the 1<sup>st</sup> forcible eviction  
4 pending Christmas was unable to find adequate housing in the State of California, The  
5 Plaintiff too exhausted, mentally "insane" from the horrific events experienced, "begged" family  
6 members for travel money. The Plaintiff went to another State(Hawaii) and was rendered  
7 homeless and displaced  
8

9 The illegal Stipulated Judgment obtained by the defendants was in complicity and in  
10 conspiracy with the defendant's attorney and contained a statement, "Each signatory hereto  
11 represents that they have the expressed authority from the party they represent to sign for and  
12 bind that party to the terms herein."  
13

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28 Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

**FIRST CLAIM OF RELIEF**

**BREACH OF LEASE AGREEMENT CONTRACT**

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

1. All preceding paragraphs are hereby incorporated by reference as if fully set forth.
2. At all times mentioned in this complaint, Plaintiff was a tenant in lawful, peaceful possession of the premises.
4. Plaintiff Sharon Bridgewater at all times mentioned was a tenant, had a legally binding written lease agreement and/or contract with HVLP for the premises of 427 Page Street, San Francisco, CA 94102 from May 23, 2006 to Dec. 31, 2007(exh. 10)
5. The Plaintiff performed her obligation under the written lease agreement and/or contract.
6. HVLP had a duty to perform the contract.
7. HVLP willfully, knowingly intentionally failed to perform their obligation under the contract and breached the lease agreement and/or contract.
8. HVLP breached of the lease agreement and/or contract proximately caused specific detriment, which is the lost and/or harm suffered in person or property.
9. Plaintiff have been injured, damaged and harmed by the defendant's actions and have damages.
10. The Plaintiff is entitled to compensatory, special damages and/or general damages and have damages in the amount of \$100.00

Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

**SECOND CLAIM OF RELIEF FOR**  
**CIVIL CONSPIRACY**  
**AGAINST HAYES VALLEY LIMITED PARTNERSHIP AND Does 1 through 50**  
**inclusive AND SHAWN BANKSON, JANE CREASON, KIMBALL, TIREY &**  
**ST. JOHN LLP and Does 1 thru 50 inclusive**

11. Shawn Bankson and/or Jane Creason and the Law Firm Kimball, Tirey & St. John  
LLP(KTJ) at all times mentioned were employees of KTJ. KTJ is responsible, and also  
responsible for the actions of its employees.
12. Shawn Bankson and/or Jane Creason and the Law Firm Kimball, Tirey & St. John LL  
(KTJ) at all times mentioned were agents for HVLP.
13. Shawn Bankson and/or Jane Creason and/or KTJ with malice, willfully, knowingly,  
intentionally served, aided and abetted HVLP for financial gain.
14. Shawn Bankson and/or Jane Creason and the Law Firm KTJ waived their attorney client  
privilege and attorney client work product under California law.
15. On or about Nov. 12, 2007; and/or Dec. 19, 2007; and/or Jan. 22, 2008 and/or Feb. 19,  
2008, Shawn Bankson and/or Jane Creason and/or KTJ with malice, willfully, knowingly,  
intentionally acted beyond the performance(s) of their professional duty for financial gain.
16. At all times mentioned Shawn Bankson and/or Jane Creason and KTJ willfully,  
intentionally, knowingly, with malice, involve themselves in a conspiracy and violated a  
legal duty in furtherance of a conspiracy for financial gain.

Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 17. HVLP, Shawn Bankson and/or Jane Creason and the law firm KTJ with malice, willingly,  
2 knowingly, intentionally, cooperated and agreed to gain possession of the Plaintiff  
3 apartment without the right to possession and/or without due process of law.  
4

5 18. On or about Nov. 12, 2007 and/or Dec. 19, 2007, HVLP, Shawn Bankson and/or Jane  
6 Creason and the law firm KTJ with malice, willingly, knowingly, intentionally, cooperated  
7 and agreed to hurt, oppress, and injure the Plaintiff and "force" the Plaintiff to move from  
8 her apartment without probable cause.  
9

10 19. On or about Jan. 22, 2008, HVLP, Shawn Bankson and/or Jane Creason and the law firm  
11 KTJ with malice, willingly, knowingly, intentionally, cooperated and agreed to hurt,  
12 oppress, injure the Plaintiff and "force" the Plaintiff to move from her apartment without  
13 probable cause in complete retailation.  
14

15 20. On or about Feb. 19, 2008, HVLP, and/or Jane Creason and the law firm KTJ with malice,  
16 willingly, knowingly, intentionally, cooperated and agreed, discriminate against the  
17 Plaintiff, violate the Plaintiff civil rights, and wrongfully evicted the Plaintiff in complete  
18 retailation.  
19

20 21. HVLP, Shawn Bankson and/or Jane Creason and the law firm KTJ with malice, willingly,  
21 knowingly, intentionally, cooperated and agreed to commit overt acts to deprive the  
22 Plaintiff of her legal right in the termination of tenancy process.  
23

24 22. HVLP, Shawn Bankson and/or Jane Creason and the law firm KTJ with malice, willingly,  
25 knowingly, intentionally, cooperated and agreed and did overt acts in furtherance of a  
26 conspiracy in committed civil conspiracy.  
27  
28

Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**



1 23. The defendant's actions constitute conspiracy are the proximately caused of the plaintiff  
2 damages.

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

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

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

6 27. The defendants acted with fraud and/or malice and/or oppression and/or reckless disregard  
7 and are liable to the Plaintiff for punitive damages subject to the net worth of said  
8 defendants pursuant to CCP § 3294 ( c )  
9

10 28. Plaintiff requests an award of punitive damages according to proof at trial.  
11

12 **THIRD CLAIM FOR RELIEF**

13 **CONSPIRACY TO WRONGFULLY EVICT AGAINST HAYES VALLEY LIMITED**  
14 **PARTNERSHIP AND Does 1 through 50 inclusive AND SHAWN BANKSON, JANE**  
15 **CREASON, KIMBALL, TIREY & ST. JOHN LLP and Does 1 thru 50 inclusive**  
16

17 29. All preceding paragraphs are hereby incorporated by reference as if fully set  
18 forth herein.  
19

20 28. On or about Nov. 12, 2007 and/or Dec. 19, 2008, the defendants cooperated and agreed  
21 and overt acts in furtherance to gain possession of the premise without the right to  
22 possession and/or without due process of law.

23 29. The Plaintiff at all times mentioned was a working her through College and/or working  
24 to become self-sufficient.  
25

26 30. The Plaintiff at all times mentioned African American "social economically  
27 disadvantaged" female tenant living at HVLP.  
28

Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**



- 1 31. The Plaintiff at all times mentioned was a member or a "race and/or class" based  
2 discriminatory animus.
- 3 32. The Plaintiff had a right to be free from victimization of criminal activities by the  
4 Defendants.
- 5 33. The Plaintiff had a right to maintain, tenancy at HVLP, and had a right to possession of the  
6 premise at 427 Page Street, San Francisco, CA 94102.
- 7 34. The Plaintiff had a right to be free from threat and/or demand and/or coercion and/or  
8 "force" during her tenancy.
- 9 35. The Plaintiff had a right to be free from retaliation during her tenancy.
- 10 36. The Plaintiff had a right to be free from intimidation and/or any interference with  
11 exercise(s) and enjoyment(s) of equal privileges and immunities as secured by the United  
12 States Constitution as a citizen of America.
- 13 37. The Plaintiff had a right to exercise and/or enjoy equal privileges and immunities as  
14 secured by the US Constitution as a US citizen.
- 15 38. The Plaintiff had a right to due process of law in the termination of her tenancy.
- 16 39. The defendants are jointly and/or severally liable their actions.
- 17 40. Shawn Bankson and/or Jane Creason and the Law KTJ had a fiduciary relationship with  
18 the Court not to misrepresent the facts to the Court.
- 19 41. During the period 1998 thru 5/2008, at all times mentioned HVLP was not licensed to  
20 collect rents in the State of California and committed a crime in collecting the  
21 Plaintiff's rent.
- 22
- 23
- 24
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 42. HVLP, Shawn Bankson and/or Jane Creason and KTJ with malice, willfully, knowingly,  
2 intentionally agreed, and cooperated, to violate Federal and/or State law.

3  
4 43. HVLP, Shawn Bankson and/or Jane Creason and KTJ with malice, willfully, knowingly,  
5 with malice, intentionally, cooperated, agreed to violate the Fair Debt Collection Practice  
6 Act (FDCPA).

7 44. Shawn Bankson and/or Jane Creason and KTJ with malice, willfully, knowingly, with  
8 malice, intentionally, violated the Fair Debt Collection Practice Act (FDCPA).

9  
10 45. HVLP, Shawn Bankson and/or Jane Creason, and/or KTJ willfully, knowingly,  
11 intentionally, with malice, agreed, cooperated and approved, to cause the plaintiff and/or  
12 her family member to suffer harm, injury.

13 46. HVLP, Shawn Bankson and/or Jane Creason and/or the law firm KTJ, willfully, knowingly,  
14 intentionally with malice, cooperated and agreed to discriminate against the Plaintiff  
15 because she was a "socially economically disadvantaged" African American female tenant.

16  
17 47. HVLP, Shawn Bankson and/or Jane Creason and/or KTJ, with malice, willfully, knowingly,  
18 intentionally agreed and cooperated to gain possession of the Plaintiff property without the  
19 right to possession.

20 48. HVLP, Shawn Bankson and/or Jane Creason and/or KTJ, with malice, willfully, knowingly,  
21 intentionally agreed and cooperated to deny and/or deprive the Plaintiff property without  
22 due process of law.

23  
24 49. HVLP, Shawn Bankson and/or Jane Creason and/or KTJ, with malice, willfully, knowingly,  
25 intentionally, agreed and cooperated to prevent the Plaintiff from exercising and enjoying  
26

27  
28 Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 equal privileges and immunities as secured by the United States Constitution as a citizen  
2 of America.

3  
4 50. HVLP, Shawn Bankson and/or Jane Creason and/or KTJ with malice, willfully, knowingly  
5 maliciously, intentionally agreed and cooperated to cause the plaintiff and/or her family  
6 member to lose her/his reputation and/or destroyed his/her business and/or person.

7  
8 51. HVLP, Shawn Bankson and/or Jane Creason and KTJ with malice, willfully, knowingly,  
9 intentionally agreed and cooperated to commit fraud, conceal material facts, and defraud the  
10 Judicial Tribunal and/or the Plaintiff.

11  
12 52. HVLP, Shawn Bankson and/or KTJ with malice, willfully, knowingly, intentionally,  
13 maliciously, cooperated and agreed to issue to the an Plaintiff "improper" notice to pay rent  
14 in violation of Cal. Civil Procedure section 1161.

15  
16 53. HVLP, Shawn Bankson and/or Jane Creason and KTJ with malice, willfully, knowingly,  
17 intentionally with malice, agreed and cooperated to abuse the legal process.

18  
19 54. HVLP, Shawn Bankson and/or Jane Creason and KTJ with malice, willfully, knowingly,  
20 intentionally with malice, agreed and cooperated to obtain a void Judgment(s) for  
21 possession of 427 Page Street, San Francisco, CA 94102.

22  
23 55. HVLP, Shawn Bankson and/or Jane Creason and KTJ with malice, willfully, knowingly,  
24 intentionally agreed and cooperated to use directly and/or indirectly threat and/or coercion.

25  
26 56. HVLP, Shawn Bankson and/or Jane Creason and KTJ with malice, willfully, knowingly,  
27 intentionally agreed and cooperated to use directly and/or indirectly threat and/or coercion  
28 and/or to force the Plaintiff and/or her family member into Stipulated Judgments that  
"lacked due process of law" for possession of 427 Page Street, San Francisco, CA.

Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

- 1 57. On or about Jan 15, 2008 the Plaintiff discovered HVLP, Shawn Bankson and/or KTJ with  
2 malice, willfully, knowingly, intentionally, maliciously, cooperated, agreed, filed an illegal  
3 lawsuit against the Plaintiff, for an amount of rent the Plaintiff did not owe, and "lacked due  
4 process of law."  
5
- 6 58. On or about Jan 15, 2008 the Plaintiff discovered, HVLP, Shawn Bankson and/or KTJ with  
7 malice, willfully, knowingly, intentionally agreed and cooperated to charged the Plaintiff  
8 "excessive UNREGULATED," attorney fee's, additional rents, over and beyond the HAP  
9 contract in violation of State and Federal law.  
10
- 11 59. On or about Jan 15, 2008 the Plaintiff discovered, HVLP, Shawn Bankson and/or KTJ with  
12 malice, willfully, knowingly, intentionally agreed and cooperated used directly and/or  
13 indirectly threat and/or coercion and/or to forced "an unauthorized party" into Stipulated  
14 Judgments that "lacked due process of law" for possession of 427 Page Street, San  
15 Francisco, CA.  
16
- 17 60. On or about Jan 15, 2008 the Plaintiff discovered HVLP, Shawn Bankson and/or Jane  
18 Creason and/or KTJ with malice, willfully, knowingly, intentionally, maliciously,  
19 cooperated and agreed, maintained an illegal lawsuit, against the Plaintiff for possession of  
20 427 Page Street, San Francisco, CA 94102.  
21
- 22 61. On or about Nov. 12, 2007 and/or Dec. 19, 2007, HVLP, Shawn Bankson and/or KTJ with  
23 malice, willfully, knowingly, intentionally, maliciously, cooperated and agreed to commit  
24 fraud, use directly and/or indirectly threat, force and/or coercion, violate Plaintiff civil  
25 rights, force Plaintiff to move pending Christmas/New Year pursuant to the illegal  
26  
27  
28

Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 Stipulated Judgment entered into with the "unauthorized party" and committed conspiracy  
2 to wrongfully evict.

3  
4 63. The defendant's actions constitute conspiracy to wrongfully evict and are the proximately  
5 caused of the plaintiff damages.

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

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

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

9  
10 67. The defendants acted with fraud and/or malice and/or oppression and/or reckless disregard  
11 and are liable to the Plaintiff for punitive damages subject to the net worth of said  
12 defendants pursuant to CCP § 3294 ( c )

13 68. Plaintiff requests an award of punitive damages according to proof at trial.  
14  
15

16 **FOURTH CLAIM FOR RELIEF**

17 **CONSPIRACY TO CONCEAL KNOWN FACTS (FRAUD#1)**  
18 **AGAINST HAYES VALLEY LIMITED PARTNERHSIP AND does 1 thru 50 inclusive,**  
19 **and SHAWN BANKSON, KIMBALL, TIREY & ST. JOHN LLP and**  
20 **Does 1 thru 50 inclusive**  
21

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

23 70. On or about Dec. 19, 2007, the defendants with malice, willingly, knowingly, intended,  
24 cooperated and agreed and did overt acts in furtherance to defraud the Plaintiff.

25 71. On or about Dec. 19, 2007 HVLP, Shawn Bankson and/or Jane Creason and KTJ with  
26 malice, willfully, knowingly, intentionally agreed and cooperated concealed a material facts  
27

28 Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**



1 from the Plaintiff that the Defendants used directly and/or indirectly threat and/or coercion  
2 and/or to forced "an unauthorized party" into Stipulated Judgments that "lacked due process  
3 of law" for possession of 427 Page Street, San Francisco, CA.  
4

5 72. HVLP, Shawn Bankson and/or KTJ with malice, willingly, intentionally, knowingly, with  
6 the intent to defraud the Plaintiff, cooperated and agreed to conceal and/or suppress a  
7 material fact from the Plaintiff that defendants filed and/or maintained an illegal lawsuit  
8 against the Plaintiff for possession of 427 Page Street for "nearly two years", in the San  
9 Francisco Superior Court of California, and committed conspiracy to conceal known facts.  
10

11 73. The Plaintiff has been harmed, and damaged by the defendant's actions.

12 74. The defendant's actions constitute conspiracy to conceal known facts and the Plaintiff  
13 has a damage claim.  
14

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

16 78. Plaintiff has compensatory damages in the amount of \$1,000.00 (one thousand dollars  
17

18 79. The defendants acted with fraud and/or malice and/or oppression and/or reckless disregard  
19 and are liable to the Plaintiff for punitive damages subject to the net worth of said  
20 defendants pursuant to CCP § 3294 ( c )  
21

22 80. Plaintiff requests an award of punitive damages from according to proof at trial.  
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

**FIFTH CLAIM FOR RELIEF**

**CONSPIRACY TO DEFRAUD THE COURT (#1)  
AGAINST HAYES VALLEY LIMITED PARTNERHSIP AND does 1 thru 50 inclusive,  
and SHAWN BANKSON, KIMBALL, TIREY & ST. JOHN LLP and  
Does 1 thru 50 inclusive**

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

82. On or about Dec. 19, 2007, the defendants with malice, willingly, knowingly, intended, cooperated, agreed and did overt acts in furtherance to defraud the Judicial Tribunal and/or court.

83. On or about Dec. 19, 2007, HVLP, Shawn Bankson and/or KTJ with malice, willingly, intentionally, knowingly, with the intent to defraud the Judicial Tribunal and/or the court, cooperated and agreed to conceal and/or suppress a material fact from the Judicial Tribunal and/or the court that the Plaintiff was in lawful possession of the premise of 427 Page Street, San Francisco, CA 94102.

84. HVLP, Shawn Bankson and/or Jane Creason and KTJ with malice, willfully, knowingly, intentionally, the intent to defraud the Judicial Tribunal cooperated and agreed to conceal a material fact that the Defendants used directly and/or indirectly threat and/or coercion and/or to forced "an unauthorized party" into Stipulated Judgments that "lacked due process of law" for possession of 427 Page Street, San Francisco, CA.

Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 85. HVLP, Shawn Bankson and/or Jane Creason and KTJ with malice, willfully, knowingly,  
2 intentionally, with the intent to defraud the Judicial Tribunal cooperated and agreed to  
3 conceal a material fact from the Judicial Tribunal that the Defendants willfully,  
4 intentionally, knowingly concealed "material" facts from the Plaintiff with the intent to  
5 defraud the Plaintiff.  
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8 86. HVLP, Shawn Bankson and/or KTJ with malice, willingly, intentionally, knowingly, with  
9 the intent to defraud the Judicial Tribunal, cooperated and agreed to conceal and/or suppress  
10 a material fact from the Judicial Tribunal that defendants filed and maintained an illegal  
11 lawsuit against the Plaintiff for possession of 427 Page Street, San Francisco, CA.  
12

13 87. HVLP, Shawn Bankson and/or KTJ with malice, willingly, intentionally, knowingly, with  
14 the intent to defraud the Judicial Tribunal and/or the court, cooperated and agreed to abuse  
15 the legal process, obtain a fraudulent void judgment pursuant to the illegal Stipulated  
16 Judgment entered into with the "unauthorized party" for possession of 427 Page Street, San  
17 Francisco, CA and committed conspiracy to defraud the court.  
18

19 88. The defendant's actions constitute conspiracy to defraud the court and proximately caused  
20 the Plaintiff damage and harm.  
21

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

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

24 90. Plaintiff has compensatory damages in the amount of \$1,000.00 (one thousand dollars  
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 91. The defendants acted with fraud and/or malice and/or oppression and/or reckless disregard  
2 and are liable to the Plaintiff for punitive damages subject to the net worth of said  
3 defendants pursuant to CCP § 3294 ( c )  
4

5 92. Plaintiff requests an award of punitive damages from according to proof at trial.  
6  
7

8 **SIXTH CLAIM FOR RELIEF**

9 **FRAUD ON THE COURT (#1)**

10 **AGAINST SHAWN BANKSON, KIMBALL, TIREY & ST. JOHN LLP**  
11 **AND DOES 1 THRU 50 INCLUSIVE**  
12

13 93. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.  
14

15 Attorney Shawn Bankson agent for HVLP and/or KTJ with malice, willfully, intentionally  
16 knowingly did overt acts to defraud the court.

17 94. On Dec. 19, 2007 at approx 3:00 p.m. at the Superior Court of the State of California,  
18 County of San Francisco, Court house, 400 McAllister Street, San Francisco, CA 94102  
19 Attorney Shawn Bankson agent for HVLP and/or KTJ with malice, intentionally,  
20 knowingly, willingly, with the intent to defraud the Judicial Tribunal, Presiding Judge  
21 David L. Ballati, concealed a material fact that Sharon Bridgewater was in lawful  
22 possession of the premises of 427 Page Street, San Francisco, CA 94102.  
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 95. On Dec. 19, 2007, at approx 3:00 p.m. at the Superior Court of the State of California, County  
2 of San Francisco Court house, 400 McAllister Street, San Francisco, CA 94102, Shawn  
3 Bankson and/or KTJ with malice, willingly, intentionally, knowingly, with the intent to  
4 defraud the Judicial Tribunal, concealed and/or suppressed a material fact that defendants  
5 filed and maintained an illegal lawsuit for possession of 427 Page Street, San Francisco,  
6 CA, that lacked due process of law.  
7

8 96. On Dec. 19, 2007, at approx 3:00 p.m. at the Superior Court of the State of California,  
9 County of San Francisco Court house, 400 McAllister Street, San Francisco, CA 94102  
10 Shawn Bankson and/or KTJ with malice, willingly, intentionally, knowingly, with the intent  
11 to defraud the Judicial Tribunal, concealed and/or suppressed a material fact that they  
12 obtained an illegal Stipulated Judgment from an "unauthorized party" "that lacked due  
13 process of law" for possession of the premise of 427 Page Street, San Francisco, CA.  
14

15 97. Attorney Shawn Bankson agent for HVLP and/or KTJ was under a duty to disclose to the  
16 Judicial Tribunal the material facts.  
17

18 98. The Judicial Tribunal was unaware and would have acted differently had the material facts  
19 were not concealed and/or suppressed from the Plaintiff.  
20

21 99. On Dec. 19, 2007, at approx 3:00 p.m. at the Superior Court of the State of California,  
22 County of San Francisco Court house, 400 McAllister Street, San Francisco, CA 94102  
23 Shawn Bankson and/or KTJ with malice, willingly, intentionally, knowingly, with the intent  
24 to defraud the Judicial Tribunal, abused the legal process, made a material representation  
25 and presented to the Judicial Tribunal, Presiding Judge David L. Ballati, and Official legal  
26 document entitled, Hayes Valley Limited Partnership, Plaintiff vs. Sharon Bridgewater  
27

28 Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**



1 Defendant case number CUD-06-17995, Stipulation for Entry of Judgment Dismissal;  
2 Order Thereon.

3  
4 100. Attorney Shawn Bankson agent for HVLP and/or KTJ with malice, willingly, intentionally,  
5 knowingly with the intent to defraud the Judicial Tribunal Presiding Judge David L.  
6 Ballati, made a material representation and told Judicial Tribunal, Presiding Judge David  
7 L. Ballati that Sharon Bridgewater signed and entered into the Official legal document  
8 entitled, Hayes Valley Limited Partnership, Plaintiff vs. Sharon Bridgewater Defendant  
9 case number CUD-06-17995, Stipulation for Entry of Judgment Dismissal; Order Thereon  
10 On May 3, 2006 with HVLP Property Manager Hasinah Rahim.

11  
12 101. Attorney Shawn Bankson agent for HVLP and/or KTJ with malice, willingly, intentionally,  
13 knowingly, with the intent to defraud the Judicial Tribunal David L. Ballati made a  
14 material representation and told the Judicial Tribunal David L. Ballati, that Attorney  
15 Shawn Bankson agent for HVLP and/or KTJ signed and entered into the legal Official  
16 Document Official legal document entitled, Hayes Valley Limited Partnership, Plaintiff  
17 vs. Sharon Bridgewater Defendant case number CUD-06-17995, Stipulation for Entry of  
18 Judgment Dismissal; Order Thereon on May 4, 2006 with HVLP Property Manager  
19 Hasinah Rahim and Sharon Bridgewater, the tenant of 427 Page Street, San Francisco,  
20 CA 94102.

21  
22  
23 102. Attorney Shawn Bankson agent for HVLP and/or KTJ with malice, willingly, intentionally,  
24 knowingly, with the intent to defraud the Judicial Tribunal, made a material representation  
25 and told Judicial Tribunal, Presiding Judge David L. Ballati that Sharon Bridgewater failed  
26 to pay \$638.00 of the Official legal document entitled, Hayes Valley Limited Partnership,  
27

28 Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 Plaintiff vs. Sharon Bridgewater Defendant case number CUD-06-17995, Stipulation for  
2 Entry of Judgment Dismissal; Order Thereon and breached the agreement.

3  
4 103. Attorney Shawn Bankson agent for HVLP and/or KTJ knew, was aware that the material  
5 representation to the Judicial Tribunal Presiding Judge David L. Ballati, was totally false.

6 104. Attorney Shawn Bankson agent for HVLP and/or KTJ with malice, intentionally, willfully,  
7 knowingly, with the intent to defraud the Judicial Tribunal, intended for the Judicial  
8 Tribunal, Presiding Judge David L. Ballati, to rely on the material representation.

9  
10 105. The Judicial Tribunal, Presiding Judge David L. Ballati was ignorant of Attorney Shawn  
11 Bankson agent for HVLP and/or KTJ material representation.

12 106. The Judicial Tribunal, Presiding Judge David L. Ballati trusted Attorney Shawn Bankson  
13 agent for HVLP and/or KTJ, Officer(s) of the Court, and relied on Attorney Shawn Bankson  
14 agent for HVLP and/or KTJ material representation.

15  
16 107. The Judicial Tribunal, Presiding Judge David L. Ballati, had a fiduciary relationship with  
17 Attorney Shawn Bankson(KTJ) agent for HVLP and/or KTJ, Officer(s) of the court, and  
18 had a right to rely Shawn Bankson agent for HVLP and/or KTJ material representation to  
19 the court and/or Judicial Tribunal.  
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 108. On Dec. 19, 2007, at approx 3:15 p.m. at the Superior Court of the State of California,  
2 County of San Francisco, Court house, 400 McAllister Street, San Francisco, CA 94102 in  
3 case # CUD-06-617995 the Judicial Tribunal, Presiding Judge David Ballati, legally signed  
4 an Official legal document of an Judgment Pursuant to Stipulation in Unlawful Detainer for  
5 restitution of the premises of 427 Page Street, San Francisco, CA 94102 and a money  
6 Judgment in the amount of \$638.00 against the Plaintiff and the act was legally done.

7  
8 109. The Official legal document of Judgment Pursuant to Stipulation in Unlawful Detainer  
9 legally issued by of the Judicial Tribunal, Presiding Judge David Ballati, caused Sharon  
10 Bridgewater to be "forced" from her residence pending Christmas/New Year "without"  
11 warning; caused the Plaintiff civil rights to be violated; caused Sharon Bridgewater's name  
12 to be illegally entered in an unlawful detainer data base for non-payment of rent and caused  
13 other damages.  
14

15  
16 110. The defendant's actions of constitutes fraud on the court.

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

18 112. Plaintiff has compensatory damages in the amount of \$10,000.00(ten thousand dollars)

19 113. The defendants acted with fraud and/or malice and/or oppression and/or reckless disregard  
20 and are liable to the Plaintiff for punitive damages subject to the net worth of said  
21 defendants pursuant to CCP § 3294 ( c )  
22

23 114. Plaintiff requests award punitive damages according to proof at trial.  
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

**SEVENTH CLAIM FOR RELIEF**

**NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

**AGAINST HAYES VALLEY LIMITED PARTNERSHIP AND DOES 1 THRU 50 inclusive,  
SHAWN BANKSON, KIMBALL, TIREY & ST JOHN LLP  
AND DOES 1 THRU 50 inclusive**

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

Shawn Bankson and/or Jane Creason and/or KTJ and/or HVLP owed a duty of care not to deceive the Judicial Tribunal and/or court regarding their client. The defendants owed a duty of care to the Plaintiff.

116. Plaintiff was a "direct victim" which arose from the Defendants defrauding the Judicial Tribunal, concealing material facts from the Plaintiff and obtaining a void fraudulent Judgment, on Dec. 19, 2007 for possession of the premise of 427 Page Street, San Francisco, CA 94102.

117. Plaintiff was a "direct victim" which arose from the local Sherriff posting a writ for possession of premise on Plaintiff front door pending Christmas/New Years.

118. The Plaintiff was a "direct victim" which arose from the Defendants having plaintiff's apartment **posted** for eviction when the Defendants knew at all times **that no evictions could take place during the Christmas/ New Years day period.**

119. Plaintiff as a direct result of defendants negligent actions suffered "serious emotional distress" by being placed in a position to look for an apartment during the holiday season when every one else was enjoying their family.

Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

1 120. The Plaintiff as a "direct result" of the negligent acts of the Defendants, suffered "serious  
2 emotional distress" due to the pressures of moving, which caused her to break her foot and  
3 caused permanent damage to plaintiff.  
4

5 121. Plaintiff as "direct result" of defendant's negligent acts of the defendants suffered "serious  
6 emotional distress" having to go from agency to agency on crutches, in the freezing cold  
7 rain, on her broken foot by being placed in a position to look for an apartment, pending  
8 Christmas/New Year holiday season.  
9

10 122. Plaintiff as a direct result of defendant's negligent acts of the Defendants suffered, "serious  
11 emotional distress" from having to move from a second story floor on her broken foot on  
12 crutches, to a second story floor apartment to her new apartment on Oakdale Street,  
13 San Francisco, CA. 94102.  
14

15 123. Plaintiff as a direct result of defendant's negligent acts of the defendants suffered, "serious  
16 emotional distress" of having being "unexpectedly" move out of her second story floor  
17 apartment of Oakdale Street, on crutches in the freezing cold rain apartment on Oakdale  
18 Street, back to Hayes Valley a second story floor, causing further aggregation and  
19 permanent irreversible injury to her foot.  
20

21 124. Defendants acts were done negligently as defendants Hayes Valley Limited Partnership,  
22 operate low income housing units and as such defendants knew that the tenants such as the  
23 Plaintiff have vulnerability to illegal acts of the defendants herein as they have ability to  
24 enforce there rights and would be unable to adequately cope with the mental stress  
25 engendered by the totality of the circumstances of the illegal acts of defendants herein.  
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Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**



1 Shawn Bankson and the law firm KTJ acts of obtaining a void Judgment for possession of  
2 the Plaintiff premises were done negligently.

3 125. That as direct result of defendants negligent acts caused plaintiff "serious emotional distress"  
4 which was accompanied by actual physical injury as Defendants McCormack Baron Ragan  
5 Management Services Inc. was never a duly licensed property management company  
6 in California.  
7

8 126. The defendant's negligent acts were the substantial and direct proximate cause of  
9 the Plaintiff injuries and damages.  
10

11 127. The defendants action constitutes negligent infliction of emotional distress and  
12 proximately cause of the plaintiff damages.

13 128. Bridgewater is entitled to compensatory, special damages and/or general damages.

14 129. Plaintiff have been injured, suffered, damaged and harmed by the defendant's actions.  
15

16 130. The Plaintiff has compensatory damages, in the amount of  
17

18 \$ 10,000(ten thousand dollars)

19 Bridgewater has been harmed by the defendant's actions and has a damage claim.  
20

21 131. The defendants acted with fraud and/or malice and/or oppression and/or reckless disregard  
22 and are liable to the Plaintiff for punitive damages subject to the net worth of said  
23 defendants pursuant to CCP § 3294 (c )  
24

25 132. Plaintiff requests and/or has punitive damages according to proof at trial.  
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28 Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

**EIGHTH CLAIM FOR RELIEF FOR**

**MALICIOUS PROSECUTION (COMMON LAW)**

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

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

The defendants with malice, willfully, knowingly, intentionally, did overt acts to cause the Plaintiff harm and injury and force the Plaintiff to move without probable cause.

134. On or about Dec. 19, 2007, HVLP, Shawn Bankson and/or KTJ with malice, willfully, intentionally, knowingly, set the conditions, directly, facilitated, confirmed, ratified and inflicted intentional emotional distress upon the Plaintiff and family member.

135. HVLP, Shawn Bankson and/or KTJ with malice, willfully, intentionally, knowingly, caused the Plaintiff and/her family member to suffer injury by way of extreme and Outrageous conduct.

136. HVLP, Shawn Bankson and/or KTJ at all times mentioned "were aware" that the Plaintiff had a legally binding contract with HVLP for her housing and needed a place to live.

137. HVLP, Shawn Bankson and/or KTJ at all times mentioned with malice, willfully, intentionally, knowingly, tortiously interfered with the Plaintiff's right to quiet enjoyment and leasehold interest in the rental unit.

138. At all times mentioned HVLP never complied with the fictitious business name statement laws, never had a "DBA" and were prohibited from obtaining any Judgments in any State and/or Federal Court in California.

Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

- 1 139. At all times mentioned HVLP violated of CA law, collected the Plaintiff rents illegally  
2 and were committing a crime in collecting the Plaintiff rents.  
3
- 4 140. Shawn Bankson and/or KTJ with malice, willfully, intentionally, knowingly violated the  
5 FDCPA, concealed material facts from the Plaintiff and/or the Judicial Tribunal and  
6 committed fraud on the court.  
7
- 8 141. On or about Nov, 12, 2007, HVLP and/or Shawn Bankson and/or KTJ with malice,  
9 willfully, intentionally, knowingly, served the Plaintiff an improper notice to pay rent  
10 with "NO EXACT DOLLAR AMOUNT DUE," in violation of Cal. Law CCP 1161.  
11
- 12 142. Plaintiff had credit balances on her rental ledger for several months alleged on the  
13 improper notice, and was not delinquent in rent.  
14
- 15 143. On or about Dec. 24, 2007 and/or Dec. 26, 2007, HVLP and Shawn Bankson and/or KTJ  
16 willfully, knowingly, intentionally, with malice, cooperated and agreed, violated Federal  
17 and State law, abused the legal process, committed fraud, obtained a fraudulent judgment  
18 for possession of 427 Page Street, San Francisco, CA.  
19
- 20 144. The Defendants violated Plaintiff civil rights, used directly and/or indirectly threat and/or  
21 coercion and/or force, and forced the Plaintiff and/her family member to move pending  
22 Christmas/New Year holiday season without probable cause.  
23
- 24 145. On or about Jan 22, 2008 Plaintiff received a vacated Judgment by a Superior Court  
25 Judge of the fraudulent void judgment for possession of 427 Page Street, San Francisco,  
26 CA 94102 obtained by Shawn Bankson and the law firm KTJ and/or HVLP.  
27
- 28 146. The illegal court proceeding initiated by the defendants ended in the Plaintiff's favor.

Sharon Bridgewater vs. Hayes Valley Limited Partnership

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**