



Legal Document

Superior Court of California, County of San Francisco
Case No. CGC 09 486994

Sharon Bridgewater v. Shawn Bankson Et Al

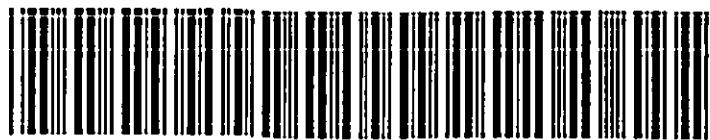
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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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COMPLAINT

SHARON BRIDgewater VS. SHAWN BANKSON et al

001C02470334

Instructions:

Please place this sheet on top of the document to be scanned.

**SUMMONS in First Amended
(CITACION JUDICIAL) Complaint.**

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Shawn Bankson, Jane Creason, Kimball, Tirey & St. John, LLP, Hayes Valley Limited Partnership, Mc Cormack Baron Ragan Management, MBA Urban Development Co., The Related Companies of California Inc.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Sharon Bridgewater

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/seithelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/seithelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/seithelp/espanol), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/seithelp/espanol) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of San Francisco

400 Mc Allister Street

San Francisco, California 94102

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Sharon Bridgewater

1271 "D" Street, Haywood, Ca 94541

DATE: **APR 20 2009**

GORDON PARK-I

Clerk, by
(Secretario)

ROSSALY E. DE LA VEGA NAVARRA (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under:	<input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
	<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
	<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
	<input type="checkbox"/> other (specify):	

4. by personal delivery on (date):



SHORT TITLE: Bridgewater vs Bankson et al	CASE NUMBER: 09-486994
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

Sunamerica Affordable Housing Partnership Inc. and Does 1 through 50 inclusive.

1 Sharon Bridgewater
2 1271 D Street
3 Hayward, Ca 94541

4 In Pro Per

5 FILED
6 San Francisco County Superior Court
7 APR 20 2009
8 By: GORDON PARK-LI, Clerk
9 Deputy Clerk

8 SUPERIOR COURT OF CALIFORNIA
9 CITY AND COUNTY OF SAN FRANCISCO
10 UNLIMITED JURISDICTION

11
12 Sharon Bridgewater,

13 Plaintiff,

14 Vs.

15 Shawn Bankson, Jane Creason, Kimball, Tirey
16 & St. John, LLP, Hayes Valley Limited
17 Partnership, McCormack Baron Ragan
18 Management, MBA Urban Development Co.,
19 The Related Companies of California, Inc.
20 Sunamerica Affordable Housing Partnership
21 Inc. and Does 1 through 50 inclusive.

22 Defendants.

23 CASE No.09-486994

24 FIRST AMENDED COMPLAINT FOR
25 FIRST CAUSE OF ACTION FOR
26 WRONGFUL EVICTION, SECOND
27 CAUSE OF ACTION FOR COMMON
28 LAW RETALIATORY EVICTION, THIRD
 CAUSE OF ACTION FOR INTENTIONAL
 INFILCTION OF EMOTIONAL DISTRESS,
 FOURTH CAUSE OF ACTION FOR
 NEGILIGENT INFILCTION OF
 EMOTIONAL DISTRESS, FIFTH CAUSE
 OF ACTION INTENTIONAL
 MISREPRESENTATION AND
 CONCEALMENT OF KNOWN FACTS,
 SIXTH CAUSE OF ACTION FOR
 CONSPIRACY FOR WRONGFUL
 EVICTION, SEVENTH CAUSE OF ACTION
 FOR TORTIOUS INTERFERENCE OF
 RIGHT TO QUIET ENJOYMENT,
 EIGHTH CAUSE OF ACTION FOR
 PUNITIVE DAMAGES NINTH CAUSE OF
 ACTION FOR VIOLATIONS OF THE CLRA
 PURSUANT TO § § 1780 (b) & 3345 (2) OF
 THE CIVIL CODE FOR TREBLE
 DAMAGES

29
30 Plaintiff by verified complaint alleges as follows:

31 JURISDICTION

1 These causes of actions by defendants all took place within this Court's jurisdiction district
2 and the damages are in excess of \$25,000.00.
3

4 **PARTIES**

5 1. Plaintiff Sharon Bridgewater at all times mentioned herein was a legal tenant in possession
6 of a rental unit commonly referred to as 427 Page Street, San Francisco, California and a
7 disabled and receiving SSI payments.

8 2. Defendant, Shawn Bankson, and Jane Creason were at all times mentioned here in was an
9 attorney employed by law firm, Kimball, Tirey & St. John, form unknown.
10

11 3. Defendant law firm Kimball, Tirey & St. John represented Hayes Valley Limited
12 Partnership in an unlawful detainer brought in the San Francisco County Superior Court Limited
13 Jurisdiction case, case number cud-06-61795 related to possession of 427 Page Street, San
14 Francisco, California.
15

16 4. Defendant Hayes Valley Limited Partnership were listed as the plaintiff in the above
17 unlawful detainer case as owners of the real property and their form is unknown nor is their
18 relationship to the real property to even bring a cause of action for unlawful detainer under
19 California Law.
20

21 5. Defendants McCormack Baron Ragan Management Services, Inc. was at all times a
22 California Corporation doing property management for Defendants Hayes Valley Limited
23 Partnership of the real property in question.
24

25 6. Defendants MBA Urban Development Co Inc. was a California Corporation and a partner
26 in the operations of Hayes Valley Limited Partnership of the rental units involved in this action.
27
28

7. Defendants The Related Companies of California, Inc. a California Corporation and partners with Hayes Valley Limited Partnership in the operation of the rental unit in question in this action.

8. Defendants Sunamerica Affordable Housing Partnership Inc. a California Corporation and partners with Hayes Valley Limited Partnership in the operation of the rental unit in question in this action.

9. Defendants Hayes Valley Limited Partnership, McCormack Baron Ragan Management Services Inc. and MBA Urban Development Co. Inc. are so intertwined with joint directors that they are in reality the very same entity as they have the same parties involved in each limited partnerships and involved in the day to day management of the rental units involved in this case.

10. Plaintiff does not know the true names and capacities of defendants Does 1 through 50 inclusive and needs to obtain said information through discovery.

**FIRST CAUSE OF ACTION
WRONGFUL EVICTION**

11. Defendant Hayes Valley Limited Partnerships authorized Kimball, Tirey & St. John to bring an unlawful detainer against plaintiff regarding her rental unit.

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

13. Defendants Shawn Bankson, and Jane Creason knowingly misrepresented the following facts in the verified complaint for unlawful detainer in this case, (1) Unlawful detainer listed the plaintiff as The Hayes Valley Limited Partnerships, (2) The dollar amount of the notice to pay rent or quit was listed as, "NO EXACT DOLLAR AMOUNT" (3) Listed the owner of the real property as Hayes Valley Limited Partnership and did so under penalty of perjury, and (4) That

1 defendant Hayes Valley Limited partnership had accepted payment of money demanded in the
2 five day notice to pay rent or quit and that no eviction could have gone forward.
3

4 14. Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm
5 Kimball, Tirey & St. John LLP fraudulently obtained a writ of possession for the premises
6 commonly known as 427 Page Street San Francisco, California on December 19, 2007, and
7 which plaintiff Bridgewater filed a motion to vacate based upon fraud and which this Court
8 granted.
9

10 15. Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm
11 Kimball, Tirey & St. John LLP they further fraudulently obtained a "Stipulation for Entry of
12 Judgment and Order thereon on Feb 19, 2008, by fraudulently representing to plaintiff herein
13 Sharon Bridgewater that there was \$2,124.74 past rent due when in truth plaintiff Bridgewater
14 had made said payments and Defendants Hayes Valley Limited Partnership and property their
15 property mangers Defendants McCormack Baron Ragan Management Services Inc.
16

17 16. Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm
18 Kimball, Tirey & St. John LLP as agents for defendants Hayes Valley Limited Partnership,
19 McCormack Baron Ragan Management Services Inc. and MBA Urban Development Co. Inc.
20 also further misrepresented that they were the prevailing party, but in reality that plaintiff herein
21 Sharon Bridgewater was the actual prevailing party in unlawful detainer as Defendants Hayes
22 Valley Limited Partnership, McCormack Baron Ragan Management Services Inc. and MBA
23 Urban Development Co. Inc. had all times relevant had accepted rent payments and in fact all
24 outstanding rent had been paid and was entitled to attorneys' fees.
25
26

27 17. Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm
28 Kimball, Tirey & St. John LLP as agents for Defendants Hayes Valley Limited Partnership,

1 McCormack Baron Ragan Management Services Inc. and MBA Urban Development Co. Inc
2 also fraudulently asserted that would give "only a neutral reference" when fact that was also
3 false.
4

5 18. Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm
6 Kimball, Tirey & St. John LLP as agents for Defendants Hayes Valley Limited Partnership,
7 McCormack Baron Ragan Management Services Inc. and MBA Urban Development Co. Inc.
8 wrongfully asserted that there was rent due and that they were the prevailing party in the
9 unlawful detainer; as a direct result plaintiff will be listed in the unlawful detainer data base as
10 having an eviction on plaintiff's record, making it impossible for plaintiff to rent an apartment.
11 The defendants Shawn Bankson, and Jane Creason and as members of defendant law firm
12 Kimball, Tirey & St. John LLP as agents for Defendants Hayes Valley Limited Partnership,
13 McCormack Baron Ragan Management Services Inc. and MBA Urban Development Co. Inc.
14 fraudulent misrepresentation that the rent was not paid when in fact the rents demanded were in
15 fact paid and the unlawful detainer could not proceed which would render plaintiff as the
16 prevailing party.
17
18

19 19. Defendants Shawn Bankson, and Jane Creason and as members of defendant law firm
20 Kimball, Tirey & St. John LLP as agents for Defendants Hayes Valley Limited Partnership,
21 McCormack Baron Ragan Management Services Inc. and MBA Urban Development Co. Inc
22 never informed this court at the settlement conference that no rent was due and which violates
23 California Business & Professions Code section 6128 (a) a misdemeanor to deceive a court or a
24 person.
25
26

27 20. Defendants McCormack Baron Ragan Management Services Inc at all times mentioned
28 herein were operating as the property management company for defendants Hayes Valley

1 Limited Partnership, MBA Urban Development Co. Inc The Related Companies of California,
2 Inc. Sunamerica Affordable Housing Partnership when they were never authorized the collection
3 of rents as defendants McCormack Baron Ragan Management Services Inc. never had a business
4 license issued by the California Department of Real Estate at all times mentioned herein, in
5 violation of Business & Professions Code section 10131 (b) which requires Treble Damages
6 pursuant to C.C.P. Section 1029.8(a) as the injury and damages were directly and proximate and
7 negligently caused by an unlicensed person rendering services as in collection of rents.
8

9
10 21. Defendants Shawn Bankson, and Jane Creason as well as the law firm of Kimball,
11 Tirey & St. John knowing signed a false verified complaint on behalf of Defendant Hayes
12 Valley Limited Partnerships as well as defendants McCormack Baron Ragan Management, MBA
13 Urban Development Co., The Related Companies of California, Inc. Sunamerica Affordable
14 Housing Partnership Inc. and Does 1 through 50 inclusive to fraudulent evict plaintiff
15 Bridgewater in furtherance of a conspiracy to violate plaintiff Bridgewaters rights to the quite
16 enjoyment of her rental unit.
17

18 23. Plaintiff Bridgewater, at all times had a valid rental agreement which all rents were
19 current as stated in the five day notice and defendants Defendants Shawn Bankson, and Jane
20 Creason as well as the law firm of Kimball, Tirey & St. John as well as Defendant Hayes Valley
21 Limited Partnerships as well as defendants McCormack Baron Ragan Management, MBA Urban
22 Development Co., The Related Companies of California, Inc. Sunamerica Affordable Housing
23 Partnership Inc. and Does 1 through 50 inclusive still moved for eviction even though there was
24 no basis for doing so under California law.
25

26 24. Defendants Shawn Bankson, and Jane Creason as well as the law firm of Kimball, Tirey
27 & St. John illegal acts as alleged above on behalf of as agents for defendants Hayes Valley
28

1 Limited Partnerships as well as defendants McCormack Baron Ragan Management, MBA Urban
2 Development Co., The Related Companies of California, Inc. Sunamerica Affordable Housing
3 Partnership Inc. and Does 1 through 50 inclusive are equally imputed all defendants.
4

5 25. Plaintiff Bridgewater, did not and has not knowingly waived her rights to possessions
6 due to the fraudulent conduct of all the defendants herein and their material misrepresentation of
7 defendants.

8 **SECOND CAUSE OF ACTION**
9 **COMMON LAW RETALITORY EVICTION**

10 26. Plaintiff realleges paragraphs 1 through 25 in this second cause of action for common
11 law retaliatory eviction.

12 27. Defendants at all times mentioned herein and in order to gain possession of the
13 plaintiff's apartment did so by having another party sign a stipulation for entry of judgment
14 which was not authorized to do so by plaintiff herein.

15 28. Defendants' illegal acts were done in furtherance of scheme in which breached the
16 duties of defendants Shawn Bankson and the law firm of Kimball, Tirey & St. John, in that it
17 over stepped the bounds of law, by an officer of the court as it obtained a judgment in violation
18 of plaintiff's rights to obtain a trial on the merits as defendants' unlawful detainer herein never
19 met the statutory requirements to even bring an unlawful detainer.

20 29. Defendants even after illegal obtaining a writ of possession still sought to take
21 advantage of plaintiff herein and force her out of the premises as plaintiff had an affirmative
22 defense to the proceeding in the unlawful detainer.

23 30. Defendants retaliated against plaintiff by still insisting in proceeding on the unlawful
24 detainer when in fact *No Judgment for Possession* based upon the Unlawful Detainer could have
25 been entered as all rents were paid as demanded by the five day notice and accepted by

1 Defendant Hayes Valley Limited Partnerships as well as defendants McCormack Baron Ragan
2 Management, MBA Urban Development Co., The Related Companies of California, Inc.
3 Sunamerica Affordable Housing Partnership Inc.
4

5 31. Defendants and each of then retaliated against plaintiff in evicting plaintiff's out of
6 the apartment and did so based upon her inability to retain legal counsel as well as plaintiff's
7 disability, moreover, defendants herein Hayes Valley Limited Partnerships as well as defendants
8 McCormack Baron Ragan Management, MBA Urban Development Co., The Related Companies
9 of California, Inc. Sunamerica Affordable Housing Partnership Inc. and Does 1 through 50 at all
10 times mentioned herein rents to senior citizens and disabled parties and they as such knew at all
11 times that plaintiff could not enforce her rights and still proceeded against her.
12

13 32. Defendants took unfair advantage of plaintiff due solely to her vulnerability to enforce
14 her rights in the unlawful detainer due to inability to retain legal counsel.
15

16 33. Defendants Shawn Bankson, Jane Creason and the law firm of Kimball, Tirey & St.
17 John had a legal; obligation under the Business & Professions Code section 6128 (a) not to use
18 any deceit or collusion, or consents to any deceit or collusion, with intent to deceive the court or
19 any party, when in fact that is what actual transpired.
20

21 34. Plaintiff had a right to plead an affirmative defense to the unlawful detainer and
22 defendants at all times retaliated against plaintiff and still sought to evict plaintiff from her
23 apartment in violation of plaintiff's rights to common law right to be free from said retaliation
24 for vacating the fraudulent obtained judgment of possession when no eviction could have been
25 entered against plaintiff by operation of law.
26
27
28

1 35. Defendants and all them ratified and approved of this conduct of defendants Shawn
2 Bankson, Jane Creason and the law firm of Kimball, Tirey & St. John to evict and make
3 homeless plaintiff and impose severe emotional distress.
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**THIRD CAUSE OF ACTION FOR INTENTIONAL
INFILCTION OF EMOTIONAL DISTRESS**

36. Plaintiff realleges paragraphs 1 through 25 in this Third cause of action for Intentional Infliction of Emotional Distress.

37. Plaintiff realleges paragraphs 27 through 35 in this Third Cause of Action for Intentional Infliction of Emotional Distress.

38. Plaintiff claims that defendants Shawn Bankson, Jane C Kimball, Tirey & St. John, Hayes Valley Limited Partnership, McCormack Baron Ragan Management, MBA Urban Development Co., The Related Companies of California, Inc. Sunamerica Affordable Housing Partnership Inc. and Does 1 Through 50 inclusive conduct caused plaintiff to suffer severe emotional distress and which was the direct and proximate cause of plaintiff breaking her foot as the result of defendant's outrageous conduct and illegal conduct in having plaintiff's apartment post with notice of eviction pending over the Christmas/New years period.

39. Defendants Shawn Bankson, Jane Creason, Kimball, Tirey & St. John, Hayes Valley Limited Partnership, McCormack Baron Ragan Management, MBA Urban Development Co., The Related Companies of California, Inc. Sunamerica Affordable Housing Partnership Inc. ,and Does 1 Through 50 inclusive all approved of this conduct and ratified these acts of the defendants Shawn Bankson, Jane Creason Kimball, Tirey & St. John, intended to cause plaintiff emotional distress by taking said acts as alleged in the above two causes of actions as the unlawful detainer clearly shows that defendants acts did not nor could they have legally obtained a judgment for possession of plaintiff's apartment.

1 40. Defendants acts and each of them acted with reckless disregard of the probability that
2 plaintiff herein would suffer emotional distress; knowingly that plaintiff would be rendered
3 homeless as the result of defendants' acts.
4

5 41. Defendants conduct was both a substantial factor and proximate cause in causing
6 plaintiff to break her foot and which has caused permanent damages to plaintiff's foot.
7

8 42. Defendants' acted with reckless disregard of the probability that plaintiff would suffer
9 emotional distress, knowing that plaintiff was not able to retain legal counsel to marshal any
10 defenses under California law, and defendants took unfair advantage over plaintiff so that
11 plaintiff could not enforce her rights under California Law.
12

13 43. Defendants and all of them knowingly, evicted plaintiff Bridgewater, causes plaintiff
14 to being homeless and displaced and suffering a loss of dignity, humiliation and causing plaintiff
15 to live in a homeless shelter when no execution for possession of the premises could have been
16 entered under California Law.
17

FOURTH CAUSE OF ACTION NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS

18 44. Plaintiff realleges paragraphs 1 through 25 in this Fourth Cause of Action for
19 Intentional Infliction of Emotional Distress.
20

21 45. Plaintiff realleges paragraphs 27 through 35 in this Fourth Cause of Action for
22 Intentional Infliction of Emotional Distress.
23

24 46. Plaintiff realleges paragraphs 37 through 43 in this Fourth cause of action for
25 Negligent Infliction of Emotional Distress.
26

27 47. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
28 Tirey & St. John, owned a duty of care not to deceive the court or judge regarding the ability of
their client Hayes Valley Limited Partnership as well as defendants to bring an unlawful detainer
29

1 under the statutory provisions of California law, as they were officers of the court first as
2 attorneys and as such duty of care is a question of law.

3 48. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
4 Tirey & St. John, as well as defendants Hayes Valley Limited Partnership, McCormack Baron
5 Ragan Management, MBA Urban Development Co., The Related Companies of California, Inc.
6 Sunamerica Affordable Housing Partnership Inc. and Does 1 Through 50 inclusive had a duty to
7 comply with California law in bring an unlawful detainers and had an ethical duty not to over
8 step the bounds of law and by proceeding to evict plaintiff Bridgewater when no rent was due
9 and the five day notice to pay rent was cured by defendant McCormack Baron Ragan
10 Management Services accepting rent payments from plaintiff.

11 49. Under California Law unlawful detainers are summary proceedings and as such under
12 California Law all unlawful detainers must be strictly complied with state statues and as such
13 payment of rents acceptance after a pay rent or quit notice prohibits the entry of judgment of
14 eviction.

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

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

21 52. Defendants negligence actions are assumed by defendants and imposed on defendants
22 as a matter of law, as clearly an attorney has absolute duty not to deceive a court or judge of the
23 facts and as such obtaining a judgment for possession of plaintiff's apartment under said

circumstances when the none of the Statutory provisions of California Law are met imposes upon defendants a duty as a matter of law.

53. Plaintiff as a direct result of defendants negligent infliction of emotional distress suffered "serious emotional distress" by being placed in a homeless situation and having to live in a homeless shelter, lose of dignity as well as self esteem and as still a further direct result of the negligent inflection of emotional distress plaintiff suffered a broken foot due to the pressure of moving and causing permanent damages to plaintiff.

54. Defendants acts were done negligently as defendants Hayes Valley Limited Partnership, McCormack Baron Ragan Management, MBA Urban Development Co., The Related Companies of California, Inc. Sunamerica Affordable Housing Partnership Inc. operate low income housing units and as such defendants know that the tenants have vulnerability to illegal acts of the defendants herein as they have ability to enforce there rights and would be unable to adequately cope with the mental stress engendered by the totality of the circumstances of the illegal acts of defendants herein.

55. That as direct result of defendants negligent and illegal acts caused plaintiff injuries of infliction of emotional distress plaintiff suffered serious emotional distress which was accompanied by actual physical injury as defendant McCormack Baron Ragan Management Services Inc. was never a duly licensed property management company in California under California Law and as such they accepted rental payments form plaintiff herein and still evicted plaintiff in violation of California Law.

**FIFTH CAUSE OF ACTION
INTENTIONAL MISREPRESENTATION
AND CONCEALMENT OF KNOWN FACTS**

1 56. Plaintiff realleges paragraphs 1 through 25 in this Fifth Cause of Action for
2 Intentional Misrepresentation and Concealment of Known Facts.

3 57. Plaintiff realleges paragraphs 27 through 35 in this Fifth Cause of Action for
4 Intentional Misrepresentation and Concealment of Known Facts.

5 58. Plaintiff realleges paragraphs 38 through 43 in this Fifth Cause of Action for
6 Intentional Misrepresentation and Concealment of Known Facts.

7 60 Plaintiff realleges paragraphs 47 through 55 Fifth Cause of Action for Intentional
8 Misrepresentation and Concealment of Known Facts.

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

12 62. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
13 Tirey & St. John by signing the unlawful detainer complaint on behalf of the defendants Hayes
14 Valley Limited Partnerships as well as defendants McCormack Baron Ragan Management, MBA
15 Urban Development Co., The Related Companies of California, Inc. Sunamerica Affordable
16 Housing Partnership Inc. and Does 1 through 50 inclusive waived their attorney client privilege
17 and attorney client work product under California Law.

18 63. Defendants in furtherance of the intentional misrepresentation and concealment of
19 known facts obtained a judgment of eviction on the premises commonly know as 427 Page Street
20 San Francisco California by have an unauthorized party sign for plaintiff and had the apartment
21 posted for eviction over the Christmas 2007/New Years 2008 period when plaintiff Bridgewater
22 never stipulated to having a said judgment entered.

1 64. Plaintiff herein had to move the Court to vacate said illegal judgment which this
2 Court granted over defendants objected to.

3 65. Defendants then still insisted in proceeding on the unlawful detainer in this case over
4 plaintiff herein objection and once again defendants intentionally misrepresented material facts
5 to both plaintiff herein and this Court as follows, that there was outstanding rent due of
6 \$2,124.74 when in fact there was no rent due as defendant Property Management Company
7 McCormack Baron Ragan Management Services Inc. had at all times accepted payments from
8 plaintiff herein Bridgewater for the full amount of the money demanded in the Five Day Notice
9 to pay rent or quit, Furthermore, defendants and all of them concealed said facts from both
10 plaintiff herein and also from the Court to knowingly obtain a eviction from plaintiff herein
11 apartment.

12 66. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
13 Tirey & St. John also misrepresented that defendants were the prevailing parties in the unlawful
14 detainer when in fact plaintiff herein would have been the prevailing party and be entitled to
15 attorneys fees.

16 67. Defendants also made material misrepresentation in said settlement agreement by
17 false asserting that they would refund plaintiff herein security deposit and did so with no
18 intentions to do so.

19 68. Defendants also material misrepresented in said settlement agreement that they would
20 give only a neutral reference for future section 8 housing when they had no intentions to do so.

21 69. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
22 Tirey & St. John executed the settlement agreement under the authority of defendant Hayes

Valley Limited Partnership in furtherance of plaintiff herein Seventh Cause of Action for Conspiracy.

70. Defendants acts and all of them approved of the and authorized the defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball, Tirey & St. John to make material misrepresentation and conceal known facts that plaintiff herein Bridgewater, had no rent due on her rental apartment commonly known as 427 Page Street, San Francisco, California and that they would still proceed in evicting plaintiff herein Bridgewater anyway and would conceal these facts from the Court so that they could obtain a judgment of possession order even through none could have entered by operation of law.

**SIXTH CAUSE OF ACTION
CONSPIRACY FOR WRONGFUL
EVICTION**

71. Plaintiff realleges paragraphs 1 through 25 in this Seventh Cause of Action
Conspiracy to Wrongfully Eviction

72. Plaintiff realleges paragraphs 27 through 35 in this Seventh Cause of Action
Conspiracy to Wrongfully Eviction.

73. Plaintiff realleges paragraphs 38 through 43 in this Sixth Cause of Action Conspiracy to Wrongfully Eviction

74. Plaintiff realleges paragraphs 47 through 55 in this Sixth Cause of Action Conspiracy to Wrongfully Eviction

75 Plaintiff realleges paragraphs 61 through 70 in this Sixth Cause of Action Conspiracy to Wrongfully Eviction

76. Defendants Shawn Bankson, Jane Creason as attorneys and the law firm Kimball, Tirey & St. John, as well as defendants Hayes Valley Limited Partnership, McCormack Baron Ragan Management, MBA Urban Development Co., The Related Companies of California, Inc. Sunamerica Affordable Housing Partnership Inc. and Does 1 Through 50 inclusive all aided and abet each other in bring this unlawful detainer against plaintiff herein, and knowing all well that plaintiff Bridgewater was unable to obtain legal services to contest the fraudulent acts of defendants in bring said eviction due to her indecency at all times mentioned herein.

77. Defendants Hayes Valley Limited Partnership, McCormack Baron Ragan
Management, MBA Urban Development Co., The Related Companies of California, Inc.
Sunamerica Affordable Housing Partnership Inc. and Does 1 Through 50 inclusive authorized
the defendants Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm
Kimball, Tirey & St. John, to evict plaintiff Bridgewater and approved and ratified said illegal
eviction.

78. Defendants agreed to and permitted the illegal eviction to go forward even though the rents demanded in the five day notice was paid and accepted by defendants Hayes Valley Limited Partnership, McCormack Baron Ragan Management, MBA Urban Development Co., The Related Companies of California, Inc. Sunamerica Affordable Housing Partnership Inc. and Does 1 Through 50 inclusive as is plead in the at paragraph 14 of the Feb. 19, 2008 settlement agreement.

79. Defendants acts have violated California Law in that no eviction could have been entered against plaintiff herein and defendants knowingly misrepresented and concealed these material facts from both plaintiff herein and the Court and have done so willfully with malice

and fore thought in an intentional act to injure plaintiff herein requiring punitive damages against defendants subject to the net worth of said defendants.

80. Defendants acts of the attorneys and the law firm Shawn Bankson, Jane Creason as attorneys and the law firm Kimball, Tirey & St. John not only had ethical duty not to deceive the Court or plaintiff herein Bridgewater as officers of this Court first under California law, but said transcends the bounds of law as they are actual criminal violations of California Law to wit Section 6128 (a) of the Business and Professions Code as well as the California Rules of Professional Conduct, Rule 5-200 (A) & (B) as clearly defendants were never entitled to possession of the premises commonly known as 427 Page Street, San Francisco, California.

**SEVENTH CAUSE OF ACTION
FOR TORTIOUS INTERFERENCE
WITH PLAINTIFF'S RIGHT TO QUIET ENJOYMENT
LEASE HOLD INTEREST IN RENTAL UNIT**

81. Plaintiff realleges paragraphs 1 through 25 in this Seventh Cause of Action Tortious
Interference with plaintiff's rights to the quiet enjoyment of lease hold interest

82. Plaintiff realleges paragraphs 27 through 35 in this Seventh Cause of Action Tortious Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

83. Plaintiff realleges paragraphs 38 through 43 in this Seventh Cause of Action Tortious Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

84. Plaintiff realleges paragraphs 47 through 55 in this Seventh Cause of Action
TORTIOUS Interference with plaintiff's rights to the quiet enjoyment of lease hold interest

85. Plaintiff realleges paragraphs 61 through 70 in this Seventh Cause of Action
TORTIOUS Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

86. Plaintiff realleges paragraphs 76 through 80 in this Seventh Cause of Action
TORTIOUS Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

1 87. Defendants herein in furtherance of the conspiracy to evict plaintiff fraudulently
2 obtained a judgment of possession for said dwelling unit without plaintiff's consent and
3 defendants then notified both San Francisco Housing Authority/HUD to cancel plaintiff's public
4 assistance of rental subsidy all done based upon the a fraudulently obtained judgment which has
5 vacated by the Court order.

6
7 88. Defendants' acts herein tortiously interfered with plaintiff's rights to receive
8 plaintiff's public assistance of rental subsidy and all done in furtherance of defendants' scheme
9 to evict plaintiff from the rental unit without just cause.
10

11 89. Defendants even after the first judgment for possession was vacated by Court order
12 based upon fraud by the defendants still proceeded with their plan to evict plaintiff and which
13 violated HUD regulations to wit 24 CFR § 247.6 (a) & (b) as the notice of termination was fully
14 complied with by plaintiff leaving no grounds for the eviction to proceed by operation of law.
15

16 90. Defendants at a court ordered settlement conference demanded plaintiff to pay the
17 amount of the illegally terminated public subsidy rental assistance payments which defendant's
18 wrongfully terminated in furtherance of their tortious scheme to wrongfully evict plaintiff from
19 the rental unit commonly known as 427 Page Street, San Francisco, California.
20

21 91. Defendants acts of the attorneys and the law firm Shawn Bankson, Jane Creason as
22 attorneys and the law firm Kimball, Tirey & St. John and done on behalf of Defendants Hayes
23 Valley Limited Partnership, McCormack Baron Ragan Management Services Inc., MBA Urban
24 Development Co., The Related Companies of California, Inc. Sunamerica Affordable Housing
25 Partnership Inc. and Does 1 Through 50 tortiously interfered with plaintiff Bridgewater's rights
26 to quiet enjoyment of the use of apartment and her lease hold rights and interests by proceeding
27 on an unlawful detainer in this case when all rents were paid as demanded in the five day notice.
28

1 92. Defendants Hayes Valley Limited Partnership, McCormack Baron Ragan
2 Management Services Inc., MBA Urban Development Co., The Related Companies of
3 California, Inc. Sunamerica Affordable Housing Partnership Inc. and Does 1 Through 50 then
4 authorized, approved, and ratified the illegal acts of evicting plaintiff from her premises
5 commonly known as 427 Page Street, San Francisco, when no rent was due by express
6 authorizing defendants attorneys and the law firm Shawn Bankson, Jane Creason as attorneys
7 and the law firm Kimball, Tirey & St. John to misrepresent to the Court to obtain a Stipulation
8 for Entry of Judgment and Order Thereon when in actuality there were no valid grounds for
9 eviction.
10

12 93. Defendants acts herein were the direct and proximate cause of the eviction from the
13 rental unit commonly known as 427 Page Street, San Francisco, California and thus tortiously
14 interfered with plaintiff's rights to quite enjoyment of the use of rental unit and made plaintiff
15 homeless.
16

17 94. Defendants acts were and are foreseeable as collection of rent after a five day notice
18 to pay rent which was fully complied with violated all statutory provisions of California Law,
19 and these egregious acts were foreseeable and plaintiff tort claim includes all damages caused by
20 this misconduct including moving expenses, loss of use of the premises as well as medical costs
21 incurred as proximate cause by defendants illegal acts.
22

23 95. Defendants further tortiously interfered with and deprived plaintiff of her public
24 benefits rental subsidy without "Due Process of Law" which was done fraudulently and further
25 demanded payment of said benefits from plaintiff to stop an illegal eviction so that defendants
26 could conceal their illegal acts from both HUD and San Francisco Housing Authority all done in
27 furtherance of a conspiracy between all of the defendants.
28

EIGHTH CAUSE OF ACTION PUNITIVE DAMAGES

96. Plaintiff realleges paragraphs 1 through 25 in this Eighth Cause of Action for Punitive Damages.

97. Plaintiff realleges paragraphs 27 through 35 in this Eighth Cause of Action for Punitive Damages.

98. Plaintiff realleges paragraphs 38 through 43 in this Eighth Cause of Action for Punitive Damages.

99. Plaintiff realleges paragraphs 47 through 55 in this Eighth Cause of Action for Punitive Damages.

100. Plaintiff realleges paragraphs 61 through 70 in this Eighth Cause of Action for Punitive Damages.

101. Plaintiff realleges paragraphs 76 through 80 in this Eighth Cause of Action for Punitive Damages.

102. Plaintiff realleges paragraphs 87 through 95 in this Eighth Cause of Action for
Punitive Damages.

103. At all times mentioned herein Defendants Shawn Bankson, and Jane Creason as well as the law firm of Kimball, Tirey & St. John principal area of practice was that of evictions and as such defendants knew that by proceeding on an unlawful detainer in this case when defendants McCormack Baron Ragan Management Services Inc., collected all outstanding rent on the unit commonly called 427 Page Street, San Francisco, California and that be evicting plaintiff would result in serious emotional distress and negligent infliction of emotional distress by rendering plaintiff homeless.

104. Defendants at all times mentioned herein with full knowledge of and understanding of the consequences of their acts still proceeded with eviction in a conscious disregard of plaintiff's rights to be free from any eviction for non-payment of rent.

105. Defendants acts were done willfully with malice and fore through as defendants Hayes Valley Limited Partnership, McCormack Baron Ragan Management, MBA Urban Development Co., The Related Companies of California, Inc. Sunamerica Affordable Housing Partnership Inc having fraudulently collected rent payments and still proceed wit an eviction even through no rent in the amount demanded in the five day notice was due constitutes oppression as defendants used there superior bargaining power to force plaintiff Bridgewater to agree to vacate the her apartment commonly known as 427 Page Street when there were no grounds to do so and in fact defendants concealed and misrepresented these facts to the Court in further acts of willful and malice toward plaintiff.

106. This conduct of defendant and all of them which defendants carried out with a conscious disregard for plaintiff's rights to the possession of the premises as codified under the statutory definition of malice, pursuant to Civil Code Section 3294 (c) (1).

**NINTH CAUSE OF ACTION
FOR VIOLATION OF THE CONSUMERS LEGAL
REMEDIES ACT PURSUANT TO §§ 1780 (b) & 3345 (2)
OF THE CALIFORNIA CIVIL CODE**

107. Plaintiff realleges paragraphs 1 through 25 in this Ninth Cause of action under Consumers Legal Remedies Act pursuant to §§ 1780 (b) & 3345 (2) of the California Civil Code.

108. Plaintiff realleges paragraphs 27 through 35 in this Ninth Cause of action under Consumers Legal Remedies Act pursuant to §§ 1780 (b) & 3345 (2) of the California Civil Code

109. Plaintiff realleges paragraphs 38 through 43 in this Ninth Cause of action under Consumers Legal Remedies Act pursuant to §§ 1780 (b) & 3345 (2) of the California Civil Code.

1 110. Plaintiff realleges paragraphs 47 through 55 in this Ninth Cause of action under
2 Consumers Legal Remedies Act pursuant to §§ 1780 (b) & 3345 (2) of the California Civil Code
3

4 111. Plaintiff realleges paragraphs 61 through 70 in this Ninth Cause of action under
5 Consumers Legal Remedies Act pursuant to §§ 1780 (b) & 3345 (2) of the California Civil Code
6

7 112. Plaintiff realleges paragraphs 76 through 80 in this Ninth Cause of action under
8 Consumers Legal Remedies Act pursuant to §§ 1780 (b) & 3345 (2) of the California Civil Code
9

10 113. Plaintiff realleges paragraphs 87 through 95 in this Ninth Cause of action under
11 Consumers Legal Remedies Act pursuant to §§ 1780 (b) & 3345 (2) of the California Civil Code
12

13 114. Plaintiff realleges paragraphs 103 through 106 in this Ninth Cause of action under
14 Consumers Legal Remedies Act pursuant to §§ 1780 (b) & 3345 (2) of the California Civil Code.
15

16 115. Plaintiff Sharon Bridgewater, is and at all time of the acts complained of herein, was
17 a disabled person within the meaning of Consumers Legal Remedies Act and was receiving
18 public assistance from HUD and San Francisco Housing Authority for the rental unit commonly
19 know as 427 Page Street, San Francisco, California, which was maintained and operated by
20 defendants herein.

21 116. As the result of all defendants conduct of proceeding on an unlawful detainer when
22 in fact defendant Hayes Valley Limited Partnerships had collected rent as demanded in the "Five
23 Day Notice to Pay Rent or Quit", and as such defendants were estopped from proceeding on the
24 unlawful detainer, plaintiff have suffered substantial physical and emotional distress and
25 economic loss in that defendants acts in making plaintiff homeless causing plaintiff great
26 frustration, embarrassment, confusion, anger, depression, mental anguish humiliation, loss of
27 sleep mental anguish.
28

1 117. Defendants and each of them knew that their conduct was directed toward a disabled
2 persons in that the housing unit was a section 8 housing unit for people who are either disabled
3 or seniors within the meaning of section 3345 of the Civil Code.
4

5 118. Because of plaintiff disability plaintiff was more vulnerable then other members of
6 the public to defendants' conduct herein.

7 119. Defendants conduct herein was taken in bad faith as at all times mentioned
8 defendants business was and is to proved housing for both seniors and disabled persons and as
9 such defendants knew at all times that plaintiff was in a more vulnerable to being rendered
10 homeless and to suffer as result of this conduct.
11

12 120. Plaintiff therefore is entitled to treble punitive damages as direct result of said
13 conduct pursuant to sections 3394 and 3345(2) of the Civil Code.
14

15 WHEREFORE, plaintiff prays for judgment against defendants and each of them as
16 follows:

- 17 1. For general damages according to proof;
- 18 2. For special damages for medical expenses and pain and suffering;
- 19 3. For damages for the First cause of action wrongful eviction;
- 20 4. For damages for the Second cause of action Common Law Retaliatory Eviction;
- 21 5. For Damages for the Third cause of action Intentional infliction of emotional distress;
- 22 6. For Damages for the Fourth cause of action Negligent inflection of emotional
23 distress, and for treble damages for operating as a property management company
24 without being licensed pursuant to CCP § 1089.8
- 25 7. For Damages for the Fifth cause of action Intentional misrepresentation and
26 concealment of known facts;

8. For Damages for the Sixth cause of action for Conspiracy for wrongful eviction;
9. For Damages for the Seventh cause of action for tortious interference of the right to quiet enjoyment of plaintiff's rental unit;
10. For Punitive damages for the willful, malice acts done in a conscious disregard of plaintiff rights;
11. For treble punitive damages in Plaintiff's Ninth Cause of action under CLRA against each defendants both jointly and severally pursuant to Civil Code Sections 1029.8(a) 1780 (b), 3294 and 3345 (2) and because plaintiff was a disabled party at all times mentioned herein.
12. For cost of suit herein incurred and attorney fees.
13. For such further relief as the court may deem proper and just.

Dated April 17, 2009

Sharon Bridgewater

VERIFICATION

I Sharon Bridgewater Declare:

I am the Plaintiff in the above entitled action.

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

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

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

Dated April 17, 2009
At San Francisco, California

Sharon Bridgewater