

ATTORNEY OR PARTY WITHOUT ATTORNEY (Print name, State Bar number, and address): SHARON BRIDGEWATER 1271 D ST. HAYWARD, CA 94541 TELEPHONE NO: _____ FAX NO: _____		FOR COURT USE ONLY <h1 style="margin: 0;">FILED</h1> San Francisco County Superior Court APR 06 2009 GORDON PARK-LI, Clerk BY: <u><i>[Signature]</i></u> Deputy Clerk	
ATTORNEY FOR (Name): _____ SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 MCALLISTER MAILING ADDRESS: _____ CITY AND ZIP CODE: SAN FRANCISCO, CA 94102 BRANCH NAME: _____		CASE NUMBER: 000-09-486994	
CASE NAME: BRIDGEWATER V. BANKSON ETAL			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23) Non-PIP/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (38) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): _____
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 4.6.09 *[Signature]* **SHARON BRIDGEWATER**
 (TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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APR 06 2009

GORDON PARK-LI, Clerk
BY: *[Signature]*
Deputy Clerk

CASE MANAGEMENT CONFERENCE SET

SEP 04 2009 - 9AM

DEPARTMENT 212

SUPERIOR COURT OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

Sharon Bridgewater,

Plaintiff,

vs.

Shawn Bankson, Jane Creason, Kimball, Tirey
& St. John, LLP, 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.

Defendants.

CASE No. **000-09-486994**

~~MOTION~~ SEEKING LEAVE TO FILE
COMPLAINT FOR CIVIL CONSPIRACY
PURSUANT TO § 1714.10 OF CIVIL CODE
AGAINST ATTORNEYS SHAWN
BANKSON, JANE CREASON AND THE
LAW FIRM OF KIMBALL, TIREY & ST.
JOHN L.L.P.

Plaintiff herein Sharon Bridgewater, hereby moves this Court for an Order permitting the filing of the attached complaint as Exhibit 1, pursuant to § 1714.10 of the California Civil Code.

This Motion is based upon the attached verified complaint in this case as well as the proceedings in the limited jurisdiction unlawful detainer brought in this limited jurisdiction court case no. CUD -06-617995 as well as the "Stipulation for Entry of Judgment and Order Thereon and ¶ 15 of that agreement in which the plaintiffs in the unlawful detainer agreed to further claims in a law suit out of that matter see Exhibit 2.

Motion to Permit the filing of law suit pursuant to § 1714.10 CC - 1

1 This motion is based all the pleadings in the underlining Unlawful Detainer as well as the
2 declaration of Plaintiff herein Sharon Bridgewater and the points and authorities in support.
3

4 Dated April 2, 2009



Sharon Bridgewater

STATEMENT OF CASE

This case stems from an unlawful detainer brought by Hayes Valley Limited Partnership, for the premises commonly known as 427 Page Street, San Francisco, California.

Hayes Valley Limited Partnership retained the law firm of, Kimball, Tirey & St. John, LLP and attorneys from that firm Shawn Bankson, and Jane Creason handled the case.

Attorney Shawn Bankson signed the complaint under penalty of perjury that all the information was true and correct, see Exhibit 3.

Moreover, the attachments to the complaint which included a "Notice to Pay Rent or Quit" issued by Property Manager, Hasinah Rahim, and McCormack Baron Ragan for Hayes Valley Apartments when there was no licensed property manager pursuant to Business & Professions Code section 10131 (b).

Additionally, the problems created by not having a duly licensed real estate broker required by the B & P Code Section 10131 (b) are that defendants herein Hayes Valley Limited Partnership accepted all the money demanded by the Notice to Pay Rent or Quit" and still proceeded with the unlawful detainer.

Plaintiff herein contentions are that the attorneys Kimball, Tirey & St. John, LLP and attorneys from that firm Shawn Bankson, and Jane Creason for the Defendants Hayes Valley Limited Partnership duty is not to deceive either the Court or any Party and that they conspired with defendant Hayes Valley Limited Partnership in evicting plaintiff from the premises commonly known as 427 Page Street, San Francisco, when no eviction could have taken place as said defendants accepted all the rent payments demanded in the "Pay Rent or Quit Notice" .

When the case came on for trial on Feb. 19, 2008 said attorneys Kimball, Tirey & St. John, LLP and attorneys from that firm Shawn Bankson, and Jane Creason falsely asserted to the Court and plaintiff herein that \$2,124.74 was the past rent due, when in fact no rent was due, see

1 Exhibit 4 and compare Exhibit 5, which shows a credit balance toward plaintiff's rent for the
2 premises commonly known as 427 Page Street San Francisco, California.

3 It is plaintiff herein contention, that the duty of an attorneys under Section 128.7 (b) et
4 seq. C.C.P. requires that before an attorney can proceed and make representations to a Court
5 requires an Attorney can do so only "after an inquiry under the circumstances" and as such here
6 the records of the defendant Hayes Valley Limited Partnership shows that plaintiff's rent was
7 current and that defendant Hayes Valley Limited Partnership had at all times relevant accepted
8 payments rendering the unlawful detainer void as no valid "Notice to Pay Rent or Quit" was in
9 effect and thusly there was no jurisdiction by the Court to even proceed with an unlawful
10 detainer.
11

12 Defendants attorneys Kimball, Tirey & St. John, LLP and attorneys from that firm
13 Shawn Bankson, and Jane Creason had not only a duty toward plaintiff herein not to deceive but
14 also the Court pursuant to B& P Code Section 6128 (a) which is actually a criminal violation of
15 California Law to do so.
16

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

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

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

24 In presenting a matter to a tribunal, a member:
25 (A) Shall employ, for the purpose of maintaining
26 the causes confided to the member such means
27 only as are consistent with truth;
28 (B) Shall not seek to mislead the judge, judicial officer,
or jury by an artifice or false statement of fact or law;

1 Defendant Attorneys in this case never made any reasonable inquiry to the facts
2 regarding the payment of rent on the unit in question and which was required not only by CCP
3 section 128.7 (b) (1) - (4) but by also misrepresentation to this Court of the true facts of the case.

4
5 Additionally, these same attorneys as officers of the Court had an ethical and legal duty
6 to obtain all the relevant information regarding that defendant Hayes Valley Limited Partnership
7 accepted rental payments and could not proceed in obtaining possession of the rental unit
8 commonly known as 427 Page Street, San Francisco, California.

9
10 Moreover, as this is the essential element necessary at trial of the unlawful detainer
11 these attorneys were required to have both the documents and the witnesses ready to testify on
12 these very facts. This shows a total disregard for the truth of the matter regarding payment of rent
13 and the bad faith tactics of the defendant attorneys.

14
15 Unlawful detainers are summary proceedings and as such require strict compliance
16 with the law, to permit these defendant attorneys in this case to conspire with his clients to evict
17 a defendant in an unlawful detainer when the attorneys signed on behalf of the property owner¹
18 that all facts of the case for unlawful detainer are true and correct under penalty of perjury.

19
20 Moreover, at the settlement conference these attorneys in the unlawful detainer
21 obtained and discussed with defendant Hayes Valley Limited Partnership and received
22 authorization to proceed on an eviction and that by doing so defendants attorneys aided and
23
24

25
26 ¹ In this case while the unlawful detainer plead that the Hayes Valley Limited
27 Partnership was the legal owner of the rental unit in reality they had a
28 lease hold interest as the buildings were actually owned by San Francisco
Housing Authority. Additionally, the "Five Day Notice to Pay Rent or Quit"
was also legally deficient because the "property manager" was not licensed by
the California Department of Real Estate, nor was the firm, McCormack Baron
Ragan also licensed at the time of the eviction in this case in violation of
B & P Code § 10131 (b).

1 abetted the fraudulent acts of defendants Hayes Valley Limited Partnership, McCormack Baron
2 Ragan Management, MBA Urban Development Co., The Related Companies of California, Inc.
3 Sunamerica Affordable Housing Partnership Inc. in proceeding with the eviction in this case.

4 Clearly if the defendant attorneys and their law firm had informed the court that their
5 client had collected rent no eviction could have gone forward.

6 This concealment by defendant attorneys and their law firm states a conspiracy to
7 proceed in this Court as stated in the attached verified complaint as this conduct is beyond
8 outrageous and raises substantial issues of willful concealment of undisputed facts which clearly
9 shows and proves that plaintiff herein will prevail on her causes of actions as once a landlord
10 accepts payment of any money on the "Notice to Pay Rent or Quit" the process has to start all
11 over again.

12 Moreover, here defendants in this case accepted full payment for all rents demanded
13 and still proceed on the unlawful detainer. This is clearly a conspiracy between the attorneys and
14 their clients as acceptance of rental payment during the pendency of the unlawful detainer the
15 principles of collateral estoppel applies.

16 Furthermore, defendants have stipulated to permitting plaintiff herein to bring this
17 cause action as at all times plaintiff herein put the attorneys herein on notice that plaintiff
18 Bridgewater had paid the rental payments and that Hayes Valley Limited Partnership had
19 accepted the payments, see ¶ 15 of settlement agreement see Exhibit 4.

20 Defendant attorneys herein knew at all times that Hayes Valley Limited Partnership
21 had accepted rental payments after service of the five day notice to pay rent or quit as this
22 essential element for a cause of action which would be required for the Trier of fact.