

1 Clearly, defendants as attorneys had in their possession the rental history of the unit at 427 Page
2 Street San Francisco, California as it the necessary element required by statute to even bring an
3 unlawful detainer and defendant attorneys willfully concealed said information from both
4 plaintiff and the court and done at the request of defendant Hayes Valley Limited Partnership
5 and by their "express authority" see ¶ 14 of Exhibit 4.
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Motion to Permit the filing of law suit pursuant to S 1714.10 CC - 7

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DECLARATION IN SUPPORT

I declare as follows:

1. That I am the plaintiff herein and if called to testify I can do so based upon first hand personal knowledge.
2. That I informed the attorneys for the law firm Kimball, Tirey & St. John, LLP that I had made rental payments after the "Five Day Notice to Pay Rent or Quit" at the time of the Settlement Conference on Feb. 19, 2008.
3. That the attorneys in question refused to acknowledge it and still insisted in evicting me from my rental unit.
4. That I insisted that they add ¶ 15 in the settlement agreement which they did which proves for and permits me to bring this cause of action as I have now obtained a partial copy of the rental history of the rental unit 427 Page Street which shows that defendant Hayes Valley Limited Partnership had at all times accepted rental payments after issuance of the five day notice.
5. That no cause of action for unlawful detainer in this case could have gone forward as Hayes Valley Limited Partnership accepted rent payments after issuance of the five day Notice to pay rent or quit.
6. That the only basis for the jurisdiction of the unlawful detainer was premised upon the Five day notice or pay rent or quit and when the Hayes Valley Limited Partnership accepted payment of the rent on the unit no further proceedings could have been brought for possession of the rental unit at 427 Page Street, San Francisco, California.
7. That the attorneys listed in this motion pursuant to section 1714.10 of the Civil Code knew at all times relevant that defendant Hayes Valley Limited Partnership accepted payments as

1 attorneys of record needed a rental history of payments on the unit number 427 Page Street, San
2 Francisco to prove to the Trier of facts as it was and is the necessary element to bring an
3 unlawful detainer.

4 8. That defendants concealed that from both me and the Court at the settlement hearing.

5 9. That defendant attorneys conspired with their clients to wrongful evict me from my
6 rental unit as all rents demanded in the five day notice were paid and accepted by Hayes Valley
7 Limited Partnership at the time of the eviction and forcing me to vacate the apartment.

8 10. That Exhibits 1-5 are true and correct copies of the originals and submitted
9 herewith.

10 I declare under penalty of perjury that all of the foregoing is true and correct under the
11 laws of the State of California

12 Dated April 2, 2009

13 At San Francisco, California



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Sharon Bridgewater

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1 In this case clearly a civil wrong has been committed against plaintiff herein by
2 attorneys in question herein as clearly when your client requests an attorney to violate the laws of
3 evidence and misrepresent the facts to a court requires the issuance of authorization to bring this
4 law suit against defendants Kimball, Tirey & St. John, LLP and attorneys from that firm Shawn
5 Bankson, and Jane Creason.

6
7 The acts complained of herein as stated in the verified complaint of plaintiff and
8 attached hereto as Exhibit 1 clearly shows and makes a prima Facia showing that plaintiff will
9 prevail in this cause of action against the defendant attorneys and the law firm, as it is axiomatic
10 that you cannot proceed on an unlawful detainer for non payment of rent when all the demands
11 of the "Notice to Pay Rent or Quit" were met and accepted by parties to the unlawful detainer.
12 As the Court of appeal stated in *Burtscher v. Burtscher*, 26 Cal. App. 4th 720 (1994) held as
13 follows:

14
15 "We can perceive of situations where it may be difficult
16 to distinguish between when a lawyer is representing a
17 client and when he or she is an integral part of a conspiracy
18 to defraud a third person, but that is not our case. In our case,
19 attorney Hobbs resorted to self-help (with a little help from her
20 cousin) in going onto the property and unilaterally retaking
21 possession in circumstances where a lawyer would be serving
22 a notice to quit, filing an unlawful detainer action and getting
23 a court order. Hobbs actively participated in conduct that went
24 way beyond the role of legal representative: self-help is not
25 the practice of law. The facts establish a prima facie case.

26
27 In this case as stated above the attorneys while representing the Hayes Valley Limited
28 Partnerships et al in bring an unlawful detainer, decided to deceive the Court and plaintiff herein
Partnerships et al in bring an unlawful detainer, decided to deceive the Court and plaintiff herein
in violation of California Criminal statute, to wit section 6128 (a) of the Business & Professions
Code by asserting that there were rent outstanding when fact the all rent was paid as was

1 demanded in the Five day notice and accepted by Hayes Valley Limited Partnership and as such
2 there was no jurisdiction of the Court to proceed in the unlawful detainer.

3 It is plaintiff contention herein the Attorneys in question not only had a legal duty to so
4 inform the Court that the unlawful detainer had to be dismissed but by agreeing to the request of
5 the Hayes Valley Limited Partnership to proceed against plaintiff herein, these attorney engaged
6 into a civil compromise which is atrocious as clearly a cause of action for non-payment of rent
7 cannot go forward if the landlord accepts the payment and still wants to proceed on the unlawful
8 detainer.

9
10 The Court of Appeal, in Panoutsopolis v. Chambliss, 157 Cal App 4th 297 (2007)
11
12 stated the controlling principles of law as follows:

13 "A civil conspiracy however atrocious,
14 does not per se give rise to a cause of
15 action unless a civil wrong has been
16 committed resulting in damage. [Citations]."
17 "The elements of an action for civil conspiracy
18 are the formation and operation of the conspiracy
19 and damage resulting to plaintiff from an act or
20 acts done in furtherance of the common design.
21 In such an action the major significance of the
22 conspiracy lies in the fact that it renders each
23 participant in the wrongful act responsible as a joint
24 tortfeasor for all damages ensuing from the wrong,
25 irrespective of whether or not he was a direct actor
26 and regardless of the degree of his activity. [Citations]."

27
28 In this case the attorneys sought to deceive the Court in violation of B & P Code
section 6128 (a) that he unlawful detainer could proceed, when in fact the Court never had
jurisdiction to enter into said agreement for plaintiff herein to vacate the apartment in question as
all rents demanded were in fact paid and accepted by the Hayes Valley Limited Partnership.

1 Plaintiff in this case has established a "reasonable probability" that plaintiff can prevail
2 in this case and has show in her verified complaint that a wrongful eviction has occurred in this
3 case as all rents were paid and accepted by the Hayes Valley Limited Partnership and as such the
4 unlawful detainer court did not have jurisdiction at the time of the trial date and what is even
5 more proof of the fraudulent conduct of the attorneys in question herein the rental history and
6 witnesses absolutely necessary for these attorneys to proceed with a trial in the unlawful detainer
7 for the non-payment of rent would have shown that the demand of the five day notice was met by
8 plaintiff herein and no cause of action could have gone forward.
9

10 WHEREFORE, plaintiff herein request that this Court enter an order pursuant to
11 section 1714.10 of the Civil Code permitting plaintiff to proceed with this civil conspiracy
12 against the attorneys in this case and the legal firm
13

14
15 Dated April 6, 2009



16 Sharon Bridgewater
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Motion to Permit the filing of law suit pursuant to S 1714.10 CC - 13

Proof of Service by Mail

I declare as follows:

I am not a party to the within action:

That I placed true and correct copies of Motion to Permit the filing of Complaint against attorneys in a sealed envelope addressed as follows:

Kimball, Tirey & St. John
5994 West Las Positas Blvd Suite 219
Pleasanton, California 94588

Jeffery Bairey
Lewis Bisgaard
1 Sansome St #1400
San Francisco, Ca 94104

I then placed said document in the U.S. Mail Box at Rafael, California with first class postage fully pre paid on April 6, 2009

I declare under penalty of perjury under the laws of the State of California that all of above is true and correct.

Dated April 6, 2009
At San Francisco, California

A. Theologel

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

4 | In Pro Per

FILED
San Francisco County Superior Court
APR 20 2009
GORDON PARKER, Clerk
Sergeant
Deputy Clerk
By: _____

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

Plaintiff by verified complaint alleges as follows:

JURISDICTION

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

PARTIES

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

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

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

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

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

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

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