

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.
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9 21. Defendants Shawn Bankson, and Jane Creason as well as the law firm of Kimball,
10 Tirey & St. John knowing signed a false verified complaint on behalf of Defendant Hayes
11 Valley Limited Partnerships as well as defendants McCormack Baron Ragan Management, MBA
12 Urban Development Co., The Related Companies of California, Inc. Sunamerica Affordable
13 Housing Partnership Inc. and Does 1 through 50 inclusive to fraudulent evict plaintiff
14 Bridgewater in furtherance of a conspiracy to violate plaintiff Bridgewaters rights to the quite
15 enjoyment of her rental unit.
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17 23. Plaintiff Bridgewater, at all times had a valid rental agreement which all rents were
18 current as stated in the five day notice and defendants Defendants Shawn Bankson, and Jane
19 Creason as well as the law firm of Kimball, Tirey & St. John as well as Defendant Hayes Valley
20 Limited Partnerships as well as defendants McCormack Baron Ragan Management, MBA Urban
21 Development Co., The Related Companies of California, Inc. Sunamerica Affordable Housing
22 Partnership Inc. and Does 1 through 50 inclusive still moved for eviction even though there was
23 no basis for doing so under California law.
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25 24. Defendants Shawn Bankson, and Jane Creason as well as the law firm of Kimball, Tirey
26 & St. John illegal acts as alleged above on behalf of as agents for defendants Hayes Valley
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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.
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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.
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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.
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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.
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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.
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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.

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

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

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

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

**FOURTH CAUSE OF ACTION
NEGLIGENCE INFLICTION OF EMOTIONAL DISTRESS**

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

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

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

47. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball, 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

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.
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4 48. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
5 Tirey & St. John, as well as defendants Hayes Valley Limited Partnership, McCormack Baron
6 Ragan Management, MBA Urban Development Co., The Related Companies of California, Inc.
7 Sunamerica Affordable Housing Partnership Inc. and Does 1 Through 50 inclusive had a duty to
8 comply with California law in bring an unlawful detainers and had an ethical duty not to over
9 step the bounds of law and by proceeding to evict plaintiff Bridgewater when no rent was due
10 and the five day notice to pay rent was cured by defendant McCormack Baron Ragan
11 Management Services accepting rent payments from plaintiff.
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13 49. Under California Law unlawful detainers are summary proceedings and as such under
14 California Law all unlawful detainers must be strictly complied with state statutes and as such
15 payment of rents acceptance after a pay rent or quit notice prohibits the entry of judgment of
16 eviction.
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18 50. Plaintiff was a "direct victim" which arose from defendants violations by obtaining a
19 Stipulation for Entry of Judgment Possession of the premises at 427 Page Street, San Francisco,
20 California in May 2006, by illegally having some else sign plaintiff's name to the document.
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22 51. Defendants further acts of having plaintiff's apartment posted for eviction when
23 defendants knew at all times that plaintiff had never entered into said agreement and that no
24 evictions could take place during the Christmas/ New Years day period.
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26 52. Defendants negligence actions are assumed by defendants and imposed on defendants
27 as a matter of law, as clearly an attorney has absolute duty not to deceive a court or judge of the
28 facts and as such obtaining a judgment for possession of plaintiff's apartment under said

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

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

54. Defendants acts were done negligently as defendants Hayes Valley Limited
10 Partnership, McCormack Baron Ragan Management, MBA Urban Development Co., The
11 Related Companies of California, Inc. Sunamerica Affordable Housing Partnership Inc. operate
12 low income housing units and as such defendants know that the tenants have vulnerability to
13 illegal acts of the defendants herein as they have ability to enforce there rights and would be
14 unable to adequately cope with the mental stress engendered by the totality of the circumstances
15 of the illegal acts of defendants herein.
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18 55. That as direct result of defendants negligent and illegal acts caused plaintiff injuries
19 of infliction of emotional distress plaintiff suffered serious emotional distress which was
20 accompanied by actual physical injury as defendant McCormack Baron Ragan Management
21 Services Inc. was never a duly licensed property management company in California under
22 California Law and as such they accepted rental payments form plaintiff herein and still evicted
23 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 59 Plaintiff realleges paragraphs 47 through 55 Fifth Cause of Action for Intentional
8 Misrepresentation and Concealment of Known Facts.

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

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

22 63. Defendants in furtherance of the intentional misrepresentation and concealment of
23 known facts obtained a judgment of eviction on the premises commonly know as 427 Page Street
24 San Francisco California by have an unauthorized party sign for plaintiff and had the apartment
25 posted for eviction over the Christmas 2007/New Years 2008 period when plaintiff Bridgewater
26 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

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

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

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

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

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

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

75 Plaintiff realleges paragraphs 61 through 70 in this Sixth Cause of Action Conspiracy
26
27 to Wrongfully Eviction

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

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

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

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

APR 23 2009

GORDON PARK-LI, Clerk
BY: *Pochelle L. Li*
Deputy Clerk

CALIFORNIA SUPERIOR COURT

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF THE PRESIDING JUDGE

SHARON BRIDGEWATER,)
Plaintiff)
v.) ORDER STRIKING THE FIRST
SHAWN BANKSON, JANE CREASON,) AMENDED COMPLAINT
KIMBALL, TIREY & ST. JOHN, LLP, HAYES)
VALLEY LIMITED PARTNERSHIP (aka,) Case No. CGC-09-486994
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.)

The court hereby orders that the First Amended Complaint be stricken for reasons stated in
California Civil Code section 1714.10. Pursuant to California Civil Code section 1714.10,
subdivision (a),

1 No cause of action against an attorney for civil conspiracy with his or her
2 client arising from any attempt to contest or compromise a claim or dispute,
3 and which is based upon the attorney's representation of the client, shall be
4 included in a complaint or other pleading unless the court determines that the
5 party seeking to file the pleading has established that there is a reasonable
6 probability that the party will prevail on the action. . . . The court shall order
7 service of the petition upon the party against whom the action is proposed to
8 be filed and permit that party to submit opposing affidavits prior to making its
9 determination.

10 “[Section 1714.10] requires a party to petition for a judicial determination of a reasonable probability
11 of prevailing as a condition precedent to filing an action against an attorney for conspiring with his
12 or her client based on the attorney's representation of the client.” (*Westamco Investment Co. v. Lee*
13 (1999) 69 Cal.App.4th 481, 483.)

14 Because of the Court's error, the Complaint and First Amended Complaint were mistakenly
15 filed on April 6, 2009 and April 20, 2009, and summons issued on April 6, 2009, prior to the Court's
16 determination as to whether there is a reasonable probability that the party will prevail in the action.

17 Plaintiff may refile the petition.

18 **IT IS SO ORDERED.**

19 DATED: 4/22/09

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20 JUDGE OF THE SUPERIOR COURT
James J. McBride, Presiding Judge

**SUPERIOR COURT OF CALIFORNIA
County of San Francisco**

SHARON BRIDGEWATER,

Plaintiff(s)

vs.

SHAWN BANKSON, JANE CREASON, KIMBALL,
TIREY & ST. JOHN, LLP, HAYES VALLEY
LIMITED PARTNERSHIP (aka, HAYES VALLEY
APARTMENTS II L.P.), et al

Defendant(s)

Case Number: 486994

**CERTIFICATE OF MAILING
(CCP 1013a (4))**

I, Rochelle Veluz, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On April 23, 2009, I served the attached ORDER STRIKING THE FIRST AMENDED COMPLAINT by placing a copy thereof in a sealed envelope, addressed as follows:

SHARON BRIDGEWATER
1271 D Street
Hayward, CA 94541

and, I then placed the sealed envelopes in the outgoing mail at 400 McAllister Street, San Francisco, CA. 94102 on the date indicated above for collection, attachment of required prepaid postage, and mailing on that date following standard court practices.

Dated: April 23, 2009

GORDON PARK-LI, Clerk

By: Rochelle Veluz
Rochelle Veluz Deputy Clerk