

1 which the Property Manager did not want. The federal law states, " it is unlawful for
2 two or more persons to conspire to injure, oppress, threaten or intimidate any person of
3 any state, territory or district in the free exercise or enjoyment of any right and privilege
4 secured to him/her by the Constitution or the laws of the United States)

5 282. The Stipulated for Entry of Judgment dated February 19, 2008, clearly shows the
6 defendants conspired to violate Bridgewater's right to a hearing(see
7 exhibit 15 paragraph 14) In obtaining and executing the Judgment for Stipulation dated
8 Feb. 18, 2009, the defendants committed fraud upon the Court and willfully conspired to
9 engaged in Criminal activity to knowingly deprived Bridgewater her 5th and 14th us
10 constitutional due process rights, pursuant to 42 U.S.C. § 1983 & HUD 42 U.S.C. §
11 1437, 24 CFR 966.53(c) HUD Regulations and her civil rights PURSUANT TO
12 18 U.S.C. § 241.
13

14 283. Both parties signed the Stipulation for Entry of Judgment on February 19, 2008 and each
15 had the express authority as stated in the Stipulation of Judgment.(see exhibit 15 ¶ 14)

16 284. The defendants, knew the court had jurisdiction to entertain a Stipulation procured by
17 fraud. On the day of trial, at the settlement conference the defendants had a copy of the
18 rental ledger proving Bridgewater did not owe \$2,979.74 as they asserted to the Pro tem
19 Judge and Bridgewater. Even the rental ledger does not reflect this amount(see exhibit
20 3 rental ledger.)

21 285. It is a federal crime to conspire to deprive one of their civil rights pursuant to 18 U.S.C.
22 section . All rents as demanded in the five day notice to pay rent or
23 Quit which is a collateral estoppel on any eviction or further court proceeding and one
24 must start the unlawful detainer process over. Creason as an "unlawful detainer litigation

1 specialist," knew this. Both the Property Manager and Jane Creason willing engaged in
2 criminal conduct to deprive Bridgewater of her due process rights. They did this knowing
3 that Bridgewater would not be able to Marshal any defense.
4

5 286. The defendant's actions caused plaintiff injury and harm and the Plaintiff have damages.
6 The conduct of the defendants and all of them which defendants carried out with a
7 conscious disregard for plaintiff's fifth and fourteenth United States
8 Constitutional due process rights and criminal activity of conspiracy, and violating
9 Plaintiff civil rights is codified under the statutory definition of
10 malice, pursuant to California Civil Code Section 3294 (c). The defendant acted willfully
11 with malice and fore thought in an intentional act to injure plaintiff herein requiring
12 punitive damages against defendants subject to the net worth of said defendants.
13

14 287. Plaintiff is entitled to damages and punitive damages.
15

16 That by reason of the aforesaid, the plaintiff request has a sum of damages not to exceed
17 Seventy MILLION (\$70,000,000.00) DOLLARS.
18
19

20 **THIRTEENTH CAUSE OF ACTION CONSPIRACY TO COMMIT**
21 **EXTRINC FRAUD ON THE COURT**
22
23

24 288. Plaintiff realleges 30 thru 51 in this thirteenth cause of action for conspiracy to commit
25 extrinsic fraud on the court.
26

27 289. Plaintiff realleges 57 thru 62 in this thirteenth cause of action for conspiracy to commit
28 extrinsic fraud on the court.

1 290. Plaintiff realleges 69 thru 78 in this thirteenth cause of action for conspiracy to commit
2 extrinsic fraud on the court.
3 291. Plaintiff realleges 85 thru 144 in this thirteenth cause of action for conspiracy to commit
4 extrinsic fraud on the court.
5 292. Plaintiff realleges 153 thru 158 in this thirteenth cause of action for conspiracy to
6 commit extrinsic fraud on the court.
7 293. Plaintiff realleges 169 thru 171 in this thirteenth cause of action for conspiracy to
8 commit extrinsic fraud on the court.
9 294. Plaintiff realleges 184 thru 190 in this thirteenth cause of action for conspiracy to
10 commit extrinsic fraud on the court.
11 295. Plaintiff realleges 201 thru 205 in this thirteenth cause of action for conspiracy to
12 commit extrinsic fraud on the court.
13 296. Plaintiff realleges 217 thru 223 in this thirteenth cause of action for conspiracy to
14 commit extrinsic fraud on the court.
15 297. Plaintiff realleges 236 thru 241 in this thirteenth cause of action for conspiracy to
16 commit extrinsic fraud on the court.
17 298. Plaintiff realleges 254 thru 263 in this thirteenth cause of action for conspiracy to
18 commit extrinsic fraud on the court.
19 299. Plaintiff realleges 278 thru 285 in this thirteenth cause of action for conspiracy to
20 commit extrinsic fraud on the court.
21 300. On Feb. 19, 2008 property and authorized Agent, Manager for Hayes Valley Limited
22 Partnership, Hasinah Rashim, and Jane Creason obtained and conspired to misrepresent
23 facts to the Superior Court of California and concealed facts from the Judge that
24
25
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28

1 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
2 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.
3 405. Plaintiff realleges paragraphs 236 through 241 in this 16th cause of action for violation
4 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
5 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
6 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.
7 406. Plaintiff realleges paragraphs 254 through 263 in this 16th cause of action for violation
8 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
9 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
10 Section 3604; and title III of the American with Disabilities Act 42 U.S.C.12182.
11 407. Plaintiff realleges paragraphs 278 through 285 in this 16th cause of action for violation
12 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
13 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
14 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.
15 408. Plaintiff realleges paragraphs 300 in this 16th cause of action for violation
16 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
17 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
18 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.
19 409. Plaintiff realleges paragraphs 317 thru 328 in this 16th cause of action for violation
20 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
21 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
22 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.
23 410. Plaintiff realleges paragraphs 346 thru 368 in this 16th cause of action for violation

1 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
2 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
3 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.
4
5 411. Plaintiff realleges paragraphs 387 thru 390 in this 16th cause of action for violation
6 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
7 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
8 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.
9
10 412. At all times relevant, Bridgewater has had a disability within the meaning of
11 the ADA and the Rehabilitation Act, and a disability with the meaning of the Fair
12 Housing Amendment Act., in that she has had an impairment of manic depression &
13 panic disorders, that substantially limits her in one or more major life
14 activities including gainful employment.
15
16 413. At all times relevant to this case, Bridgewater has had a record of a disability within the
17 meaning of the ADA and the Rehabilitation Act, and a record or a disability within the
18 meaning of the Fair Housing Amendments Act, in that the Plaintiff was diagnosed with a
19 disability that substantially limits her in one or more major life activities.
20
21 414. At all times relevant to this case, Bridgewater was a qualified tenant to live at Hayes
22 Valley Apartments and a "protected class tenant."
23
24 415. At all times mentioned herein, Hayes Valley Apartment is a Public Federal Housing
25 Project governed by the United States Housing Act of 1937 of the U. S Department of
26 Housing and Urban Development.(HUD). Hayes Valley is a Federally-Subsidized
27 housing complex/apartment for low-income, the elderly and/or people with disabilities.
28
416. Hayes Valley Limited Partnership developed the property with the assistance from

1 HUD, and under the Department of Treasury's Low Income Housing Tax Credit
2 Program; and obligated to comply Section 504 of the Rehabilitation Act of 1973, 29
3 U.S.C. §794, to prevent homelessness, accommodate low income, senior citizens and the
4 elderly and to encourage rehabilitation of the tenants.

5 417. Bridgewater obtained her rental accommodation at Hayes Valley because of her income
6 And disability status. The defendants tortiously interfered with Bridgewater
7 Accommodations and rights to quiet enjoyment and equal opportunity to live and enjoy
8 her apartment as other tenants by maliciously prosecuting an unlawful detainer, obtaining
9 a Judgment procured by fraud and force, misusing the court system and violating Plaintiff
10 US Constitutional and Civil rights.

11 418. Once Bridgewater communicated to the Defendants that she did not enter into the pre-
12 eviction hearing agreement dated May 4, 2006, any reasonable person would have
13 apologized for their mistake and started the unlawful detainer proceeding over. They
14 would have at least afforded a "pre-eviction hearing."

15 419. The defendants tortiously interfered with Bridgewater's, personal, contractual and
16 property rights by fraud, deceit, coercion, malice, oppression and
17 evil intent, by obtaining a Stipulation of Judgment on February 19, 2008.

18 420. The defendant's discriminate against Bridgewater by refusing to communicate with
19 Bridgewater and the EDC an "amount due" so could maintain her housing needs and
20 accommodations at Hayes Valley.

21 421. The defendant's refusal to negotiate a payment arrangement agreement as afforded to
22 other tenants, denied Bridgewater equal opportunity to use and enjoy the dwelling as
23 other tenants enjoy.

422. The Defendant's at all times mentioned had a HUD regulatory management agreement and were obligated to management the complex in a manner consistence with the HUD regulatory agreement. According to the HUD management of a multifamily housing project states the following.

***“ Sec. 1701z-11. Management and disposition of multifamily housing “
projects***

(a) Goals

The Secretary of Housing and Urban Development shall manage or dispose of multifamily housing projects that are owned by the Secretary or that are subject to a mortgage held by the Secretary in a manner that--

- (1) is consistent with the National Housing Act [12 U.S.C. 1701 et seq.] and this section;
- (2) will protect the financial interests of the Federal Government; and
- (3)(A) preserved certain housing so that it can remain available to and affordable by low-income persons;
 - *(D) minimize involuntary displacement of tenants;
 - (E) maintain housing for the purpose of providing rental housing, cooperative housing, and homeownership opportunities for low-income persons;
 - (G) support fair housing strategies; and

423. Bridgewater is an adult with a mental disability who sought to preserve her tenancy and requested the Defendants to give her an amount due to cure back

1 Bridgewater paid all rents as demanded in the five day notice to pay rent or quit. The
2 defendants obtained and conspired to execute a "fraudulent" Judgment for Stipulation to
3 deprive Bridgewater possession of her apartment. Paragraph fourteenth states, "Each
4 signatory hereto represents that they have the express authority from the party they
5 represent to sign for and bind that party to the terms herein."(see exhibit ____ ¶ 14). Both
6 parties conspired to commit extrinsic fraud on the court. Both parties knew Bridgewater
7 did not owe \$2,979.74 as they wrote in the Stipulation on Feb. 19, 2008. Both parties
8 had a copy of the rental ledger proving this. Both parties conspired to commit extrinsic
9 fraud on the court.
10
11

12 . 301. The defendant's actions caused plaintiff injury and harm and the Plaintiff have damages.
13 The conduct of the defendants and all of them which defendants carried out with a
14 conscious disregard for plaintiff's and disregard for the Justice is codified under the
15 statutory definition of malice, pursuant to California Civil Code Section 3294 (c). The
16 defendants acted willfully with malice and fore thought in an intentional act to injure
17 plaintiff herein requiring punitive damages against defendants subject to the net worth of
18 said defendants.
19
20

21 302. Plaintiff is entitled to damages and punitive damages.
22 That by reason of the aforesaid, the plaintiff request has a sum of damages not to exceed
23 Ten MILLION (\$10,000,000.00) DOLLARS.
24
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2
3
4
FOURTEENTH CAUSE OF ACTION

5
INFILCTION OF EMOTIONAL DISTRESS

6
7
8 303. Plaintiff realleges paragraphs 30 through 51 in this fourteenth cause of action for
9 Intentional Infliction of Emotional Distress.

10 304. Plaintiff realleges paragraphs 57 through 62 in this fourteenth cause of action for
11 Intentional Infliction of Emotional Distress.

12 305. Plaintiff realleges paragraphs 69 through 78 in this fourteenth cause of action for
13 Intentional Infliction of Emotional Distress.

14 306. Plaintiff realleges paragraphs 85 through 144 in this fourteenth cause of action for
15 Intentional Infliction of Emotional Distress.

16 307. Plaintiff realleges paragraphs 153 through 158 in this fourteenth cause of action for
17 Intentional Infliction of Emotional Distress.

18 308. Plaintiff realleges paragraphs 169 through 171 in this fourteenth cause of action for
19 Intentional Infliction of Emotional Distress.

20 309. Plaintiff realleges paragraphs 184 through 190 in this fourteenth cause of action for
21 Intentional Infliction of Emotional Distress.

22 310. Plaintiff realleges paragraphs 201 through 205 in this fourteenth cause of action for
23 Intentional Infliction of Emotional Distress.

24 311. Plaintiff realleges paragraphs 217 through 223 in this fourteenth cause of action for
25 Intentional Infliction of Emotional Distress.

1
2 312. Plaintiff realleges paragraphs 236 through 241 in this fourteenth cause of action for
3 Intentional Infliction of Emotional Distress.

4
5 313. Plaintiff realleges paragraphs 254 through 263 in this fourteenth cause of action for
6 Intentional Infliction of Emotional Distress.

7
8 314. Plaintiff realleges paragraphs 278 through 285 in this fourteenth cause of action for
9 Intentional Infliction of Emotional Distress.

10
11 315. Plaintiff realleges paragraphs 30 through 50 in this fourteenth cause of action for
12 Intentional Infliction of Emotional Distress.

13
14 316. Plaintiff realleges paragraph 300 in this fourteenth cause of action for Intentional
15 Infliction of Emotional Distress.

16
17 317. The Defendant obtained the Judgment for non-compliance on Nov. 20, 2007.

18
19 On Dec. 19, 2008, the Defendants obtained a writ for possession of premises based on
20 fraudulent Stipulation of Judgment dismissal receive. The defendant's maliciously
21 waited over a month to file court paper insuring that she would be evicted during the
22 holiday prior. .(compare dates exhibit 7 & 8)

23
24 318. The illegal conduct of having plaintiff's apartment posted with a notice of eviction
25 pending over the Christmas 2007/2008 New year period.(see exhibit 8) shows
26 total malice, bad faith and evil intent.

27
28 319. It is against the law to have an apartment posted for eviction during the holidays.

320. The Defendants continual harassment to get possession of Bridgewater
shows total reckless disregard for Bridgewater welfare.

321. Despite Bridgewater receiving a vacated Judgment, the defendants continued with

their reckless, oppressive and malice conduct.

322. On February 19, 2008, the property manager and Jane Creason both signed and
enforced the Judgment obtained based on fraud, coercion, force, malice, evil intent, bad
faith . Both parties had total reckless disregard of Plaintiff welfare for they knew
Bridgewater would be rendered homeless after obtaining this Judgment procured
by fraud.

323. On February 19, 2008, the Property Manager and Jane Creason ignored Bridgewater
request a payment arrangement. Knowing that Bridgewater had found housing and
moved out of the premises. The defendants withheld her section 8 payments, and would
not release Bridgewater section 8 payment to the new apartment. When Bridgewater
moved back to Hayes Valley, the defendants then obtained a judgment procured from
fraud in total reckless, malice, evil intent of the defendants, knowing Bridgewater would
become homeless.

324. The Defendants knew the probability that plaintiff herein would suffer great
emotional distress, lost of dignity, and great humiliation would be more than likely.

325. The Defendants intended to cause Bridgewater harm.

326. The Defendants reckless acts, malice and oppressive conduct was the proximate
cause of plaintiff to breaking her foot resulting in permanent damages.

327. Defendants' acted with reckless disregard knowing that plaintiff was not able to
retain legal counscl.

328. The total disregard for Bridgewater welfare constitution malice, reckless disregard,
and oppression. From the Defendants conduct Bridgewater became homeless and
displaced.

1 329. The defendants actions cause plaintiff injury and harm and the Plaintiff have damages.
2 The conduct defendants and all of them which defendants carried out with a conscious
3 disregard for plaintiff's welfare is codified under the statutory definition of malice,
4 oppression, reckless disregard, and outrageous conduct pursuant to California
5 Civil Code Section 3294 (c). The defendant acted willfully with malice and fore thought
6 in an intentional act to injure plaintiff herein requiring punitive damages against
7 defendants subject to the net worth of said defendants.
8
9 330. Plaintiff is entitled to damages and punitive damages. That by reason of the aforesaid, the
10 plaintiff has been request a sum of damages not to exceed **Five Hundred BILLION**
11 **(\$500,000,000,000.00) DOLLARS.**
12
13

14
15 **FIFTEENTH CAUSE OF ACTION**
MALCIOUS PROSECUTION
16
17

18 331. Plaintiff realleges paragraphs 30 through 51 in this fifteenth Cause of Action
19 Malicious Prosecution.
20 332. Plaintiff realleges paragraphs 57 through 62 in this fifteenth Cause of Action
21 Malicious Prosecution.
22 333. Plaintiff realleges paragraphs 69 through 78 in this fifteenth Cause of Action
23 Malicious Prosecution.
24 334. Plaintiff realleges paragraphs 85 through 144 in this fifteenth Cause of Action
25 Malicious Prosecution.
26 335. Plaintiff realleges paragraphs 153 through 158 in this fifteenth Cause of Action
27 Malicious Prosecution.
28

1 336. Plaintiff realleges paragraphs 184 through 190 in this fifteenth Cause of Action
2 Malicious Prosecution.

3 337. Plaintiff realleges paragraphs 201 through 205 in this fifteenth Cause of Action
4 Malicious Prosecution.

5 338. Plaintiff realleges paragraphs 217 through 223 in this fifteenth Cause of Action
6 Malicious Prosecution.

8 339. Plaintiff realleges paragraphs 236 through 241 in this fifteenth Cause of Action
9 Malicious Prosecution.

10 340. Plaintiff realleges paragraphs 254 through 263 in this fifteenth Cause of Action
11 Malicious Prosecution.

13 341. Plaintiff realleges paragraphs 278 through 285 in this fifteenth Cause of Action
14 Malicious Prosecution.

15 342. Plaintiff realleges paragraph 300 in this fifteenth Cause of Action
16 Malicious Prosecution.

18 343. Plaintiff realleges paragraphs 317 through 328 in this fifteenth Cause of Action
19 Malicious Prosecution.

20 344. Unlawful detainer are summary proceedings and requires strict compliances with
21 California laws, including amount due in rent.

23 345. The duty of an attorneys under Section 128.7 (b) et seq. C.C.P. requires that before an
24 attorney can proceed and make representations to a Court requires an Attorney can do so
25 only "after an inquiry under the circumstances" and as such here the records of the
26 defendant Hayes Valley Limited Partnership shows that plaintiff's rent was current and
27 that defendant Hayes Valley Limited Partnership had at all times relevant accepted

1 payments rendering the unlawful detainer void as no valid "Notice to Pay Rent or Quit"
2 was in effect and thusly there was no jurisdiction by the Court to even proceed
3 with an unlawful detainer.
4

5 346. The Defendants gave Bridgewater a notice to quit pay rent or quit listing "no
6
7 Exact amount due" that doesn't comply with HUD 42 U.S.C.1437, § 247.4(e), nor CCP
8 1161, allegedly for past due rent for the month Sept. 2005 thru March 2006.
9 Assuming that Bridgewater owed rent for these months, the amount total is \$749.00.

10 347. The defendant filed an unlawful detained lawsuit for \$749.00 the defendant's.

11 348. Bridgewater made a payment of \$108.00 in October 2005. (See exhibit 3 rental ledger)
12
13 349. The amount owing from Bridgewater would have totaled \$641.00, the unlawful detainer
14 Filed by the defendants should have been for \$641.00.

15 350. Under California law, unlawful detainers are summary proceeding which requires strict
16 compliance in the filing of an unlawful detainer. The landlord and their attorney
17 failure to fully investigate the facts surrounding the correct amount due before filing
18 the unlawful detainer for \$749.00 constitutes lack of probable cause in the
19 unlawful detainer for \$749.00. Unlawful detainers are summary proceeding and require
20 strict compliances with the law in filing a lawsuit, which include the correct
21 strict compliances with the law in filing a lawsuit, which include the correct
22 amount due.
23

24 The landlord did not have evidence to prove that Bridgewater owed \$749.00. Clearly
25 the rental ledger shows and proves Bridgewater made a payment in October 2005 for
26 \$108.00, and would have only owed \$641.00 and not \$749.00.

27 351. The Defendants then obtain an Stipulation for Entry of Judgment Dismissal; Order theron
28

1 from an unauthorized Party (pre-hearing eviction) depriving Bridgewater of her due
2 process rights to a hearing.

3 352. The Defendants gave Bridgewater a second notice to pay rent or quit the case. That does
4 not comply HUD 42 U.S.C.1437, § 247.4(e), nor CCP § 1161 of "no exact dollar
5 amount." for months July 2007 thru Nov. 2007 for the alledged amount of \$390.00.
6 Bridgewater had credit balances on her rental ledger from July thru Sept.2007, and only
7 owed \$62.74 in October 2007. The landlord did not have probable nor was their any
8 evidence to support the second notice to pay rent or quit; clearly one can not send a
9 notice to pay rent or quit when rent is not delinquent.

10 353. The Defendants excepted all rents as demanded in the 1st five day notice to pay rent or
11 Bridgewater was in legal possession of the premises.

12 354. On Dec. 19, 2007. the defendants obtained a fraudulent Judgment pursuant to the
13 Stipulation Unlawful they received from the prior fraudulent Stipulation of Judgment;
14 Dismissal obtained on May 3, 2006.

15 355. The Defendants, with evil intent, maliciously waited over one month to wrongfully
16 evicted Bridgewater during the Christmas 2007/New Year 2008 period.(compare dates
17 of exhibit 7 and 8)

18 356. It is illegal to evict a tenant during this Christmas/New Year time period.

19 357. Bridgewater was forced into court to defend herself; as the Defendants submitted
20 fraudulent and false evidence to the Superior Court of California and evicted Bridgewater.

21 358. On Jan. 22, 2008, Bridgewater obtained a vacation of Judgment obtained
22 by the Defendants.

23 359. Bridgewater was the prevailing party in CUD-06-617995.

1 360. The Defendants ignored the Court's authority of the vacated Judgment.

2 361. The Defendant's continued to prosecute the case. Any reasonable person would have
3 investigated the facts surrounding the vacation of the Judgment and known that it was an
4 "elementary signature" on the pre-hearing eviction of the unauthorized party of May 4,
5 2006(see exhibit 5). Any reasonable person would have started the unlawful detainer
6 process over, or at least afforded Bridgewater a "pre-eviction" hearing after noticing this
7 elementary signature on the Stipulation dated May 4, 2006.

8 362. The Defendants continued their fraudulent, bad faith intent, by insisting on evicting
9 Bridgewater by any means necessary.

10 363. On February 15, 2008, the day of trial, during the settlement conference, the Defendants
11 deceived the Pro Tem Judge and Bridgewater that she owed \$2,979.74, when this amount
12 incurred from the defendants obtaining a fraudulent Stipulation for Entry of Judgment
13 Dismissal; Order thereon depriving Bridgewater of her federally protected rights;
14 tortiously stopping her section 8 contract/payments.

15 364. The Defendants, then maliciously, induced Bridgewater to sign a Stipulation for
16 Judgment Order thereon based on fraud, coercion, duress, bad faith, and force
17 maliciously prosecuting/evicting Bridgewater a second time.

18 365. The Defendants violated HUD regulations of 24 CFR 247.6(a)&(b); as the notice of
19 termination was fully complied with by Plaintiff leaving no grounds for eviction or an
20 continued prosecution of the case.

21 366. The defendants maliciously prosecuted the unlawful detainer lawsuit evicting
22 Bridgewater not once but twice.

23

24

25

26

27

28

1 367. Any settlement agreements and or Judgments procured by fraud and force is "Null and
2 Void.

3 368. Bridgewater is the prevailing party in case # CUD-06-617995.

4 369. The defendants action cause plaintiff injury and harm and the Plaintiff have damages.

5 The conduct defendants and all of them which defendants carried out with a conscious
6 disregard for plaintiff's prosecuting and continuing to prosecute the case when they
7 had no probable cause or justifiable reason is codified under the statutory definition of
8 malice, pursuant to California Civil Code Section 3294 (c). The defendant acted
9 willfully with malice and fore thought in an intentional act to injure plaintiff herein
10 requiring punitive damages against defendants subject to the net worth of said defendants.

11 370. Plaintiff is entitled to treble damages and punitive damages.

12 371. That by reason of the aforesaid, the plaintiff requests a sum of damages not to exceed

13 One Hundred MILLION (\$100,000,000.00) DOLLARS.

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15
16
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18
19 **Sixteenth CAUSE OF ACTION FOR ABUSE OF PROCESS**

20
21 372. Plaintiff realleges paragraphs 30 through 51 in this Sixteenth Cause of Action for
22 Abuse of Process.

23
24 373. Plaintiff realleges paragraphs 57 through 62 in this Sixteenth Cause of Action for
25 Abuse of Process.

26 374. Plaintiff realleges paragraphs 69 through 78 in this Sixteenth Cause of Action for
27 Abuse of Process.

28 375. Plaintiff realleges paragraphs 85 through 144 in this Sixteenth Cause of Action for

1 Abuse of Process.

2 376. Plaintiff realleges paragraphs 153 through 158 in this Sixteenth Cause of Action for
3 Abuse of Process.

4 377. Plaintiff realleges paragraphs 169 through 171 in this Sixteenth Cause of Action for
5 Abuse of Process.

6 378. Plaintiff realleges paragraphs 184 through 190 in this Sixteenth Cause of Action for
7 Abuse of Process.

8 379. Plaintiff realleges paragraphs 201through 205 in this Sixteenth Cause of Action for
9 Abuse of Process.

10 380. Plaintiff realleges paragraphs 217 through 223 in this Sixteenth Cause of Action for
11 Abuse of Process.

12 381. Plaintiff realleges paragraphs 236 through 241 in this Sixteenth Cause of Action for
13 Abuse of Process.

14 382. Plaintiff realleges paragraphs 254 through 263 in this Sixteenth Cause of Action for
15 Abuse of Process.

16 383. Plaintiff realleges paragraphs 278 through 285 in this Sixteenth Cause of Action for
17 Abuse of Process.

18 384. Plaintiff realleges paragraph 300 in this Sixteenth Cause of Action for
19 Abuse of Process.

20 385. Plaintiff realleges paragraphs 317 through 328 in this Sixteenth Cause of Action for
21 Abuse of Process.

22 386. Plaintiff realleges paragraphs 346 through 368 in this Sixteenth Cause of Action for
23 Abuse of Process.

1 387. The duty of an attorneys under Section 128.7 (b) et seq. C.C.P. requires that
2 before an attorney can proceed and make representations to a Court requires an
3 Attorney can do so only "after an inquiry under the circumstances."
4

5 388. Jane Creason is is an officer of the court, as well as Professional in her legal practice. Jane
6 Creason had an ethical duty to abide by the Judicial System and took an oath when she
7 obtained her law degree not to misuse the court.
8

9 389. On February 18, 2009, willfully committed fraud on the court and misuscd the court to
10 obtain the Stipulation of Judgment. The defendants asserted to the court that Bridgewater
11 owed \$2,979.74 and obtained Judgment preputrated from fraud to wrongfully evict
12 Bridgewater from her unit.
13

14 390. The Property Manager and Jane Creason maliciously and deliberately misused and
15 Perverted the court process(settlement conference) to obtain a fraudulent
16 Stipulation Judgment to wrongfully get possession of Bridgewaters apartment. Settlement
17 conferences are intended for "good faith" negotiation; the defendants did just the opposite
18 and misused the settlement conference proceedings to fraudulently obtain and Stipulation
19 of Judgment to wrongfully evict Bridgewater.
20

21 391. Legal proceeding in the Superior Court of California as well as any court, are intended for
22 fairness, and justice for all.
23

24 392. Courts are for true statements and not made to abuse and misuse for a purpose intended to
25 satisfy one's own "passion."
26

27 393. The defendants action caused plaintiff injury and harm and the Plaintiff have damages.
28 The conduct defendants and all of them which defendants carried out with a conscious
disregard for misusing the court system for a purpose it was not intended to obtain a

1 fraudulent Judgment to evict Bridgewater is codified under the statutory definition of
2 malice, pursuant to California Civil Code Section 3294 (c). The defendant acted
3 willfully with malice and fore thought in an intentional act to injure plaintiff herein
4 requiring punitive damages against defendants subject to the net worth of
5 said defendants.

6
7 394. Plaintiff is entitled to damages and punitive damages.

8
9 395. That by reason of the aforesaid, the plaintiff request sum not to
10 exceed TWELVE million(\$12,000,000.00) DOLLARS.

11
12 **Seventeenth CAUSE OF ACTION FOR VIOLATION FOR VIOLATION of the**
13 **Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act, 42, U.S.C.**
14 **Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C. Section**
15 **3604; and title III of the American with Disabilities Act 42 U.S.C. 12182**

16
17 396. Plaintiff realleges paragraphs 30 through 51 in this 16th cause of action for violation
18 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
19 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
20 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.

21
22 397. Plaintiff realleges paragraphs 57 through 116 in this 16th cause of action for violation
23 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
24 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
25 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.

26
27 398. Plaintiff realleges paragraphs 68 through 78 in this 16th cause of action for violation
28 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
29 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.

1 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.

2 399. Plaintiff realleges paragraphs 85 through 144 in this 16th cause of action for violation
3 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
4 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
5 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.

6 400. Plaintiff realleges paragraphs 153 through 158 in this 16th cause of action for violation
7 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
8 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
9 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.

10 401. Plaintiff realleges paragraphs 169 through 171 in this 16th cause of action for violation
11 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
12 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
13 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.

14 402. Plaintiff realleges paragraphs 184 through 190 in this 16th cause of action for violation
15 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
16 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
17 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.

18 403. Plaintiff realleges paragraphs 201 through 205 in this 16th cause of action for violation
19 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
20 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
21 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.

22 404. Plaintiff realleges paragraphs 217 through 223 in this 16th cause of action for violation
23 of the Rehabilitation act of 1973, 29 U.S.C.; Section 804 Fair Housing Amendment Act,
24 42, U.S.C. Section 3604; and Title III of the Fair Housing Amendment Act, 42 U.S.C.
25 Section 3604; and title III of the American with Disabilities Act 42 U.S.C. 12182.

1 rent as the defendants allegedly asserted she owed. Bridgewater was approved
2 for financial assistance via the EDC. The Fair housing protections states, "the landlord
3 should be foreclosed from proceeding with the eviction if the tenant shows an intent to
4 obtain assistance. Thus the reasonable accommodation theory can be used both to increase
5 housing choice and also to maintain housing by providing individuals with a second chance
6 and an opportunity to obtain services or counseling."

7
8
9 424. Bridgewater not only was given a second chance, but no chance at all. The defendants
10 denied Bridgewater her "due process" pre-eviction hearing twice. The Defendants ignored
11 the EDC and Bridgewaters' request and would not give an amount due to purposely not
12 accommodate Bridgewater with her housing needs and tenancy At Hayes Valley(see
13 exhibit 13 & 14 & 16)
14

15
16 425. Bridgewater was at all times in legal possession of the premises at 427 Page
17 Street, San Fransico, CA. The defendants refused to accommodate Bridgewater by
18
19 illegally evicting her not once but twice.

20 426. Bridgewater had secured payment from the EDC, the defendant refuse to give them an
21 amount due so they would have not have to accommodate Bridgewater

22
23 427. The defendants refusal of communicate an "amount due" after Bridgewater had secured
24 payment through the EDC is in direct violation of what Hayes Valley intended purposed
25 are for; to prevent homeless, encourage rehabilitation, assist with community and social
26 programs.
27

1 428. Federal law requires a PHA/ Hayes Valley to do everything necessary Preserve tenancy
2 of a disabled person in a federal housing Project.
3

4 429. The Defendants evicted Bridgewater not once but twice, when they knew they had
5 collected all payments as demanded in the five day notice and evicted Bridgewater a
6 second time by obtaining a Stipulation of Judgment procured by fraud and coercion on
7 February 19, 2008.
8

9 430. The Defendants authorized, approved, and ratified the illegal acts of evicting Plaintiff,
10 knowing that she was entitled to maintain and preserve her residency at Hayes Valley
11 Apartments.
12

14 431. The Defendant's unlawful conduct has cause Plaintiff to suffered economic loss, the loss
15 of companionship, pain, suffering, fear, humiliation, embarrassment, severe emotional
16 distress, became homeless and displaced. Bridgewater have been harm, injured and have
17 damages.
18

19 432. The conduct of the defendants and all of them which defendants carried out with a
20 conscious disregard for Plaintiff tenancy and her accommodation and needs for housing
21 is codified under the statutory definition of malice, pursuant to California Civil Code
22 Section 3294 (c). The defendant acted willfully with malice and fore thought in an
23 intentional act to injure plaintiff herein requiring punitive damages against defendants
24 subject to the net worth of said defendants. Plaintiff is entitled to damages and punitive
25 damages pursuant to California Civil Code Section 3294 (c).
26
27
28

1 433. That by reason of the aforesaid, the plaintiff request an amount in not to exceed fifty
2 million(\$50,000,000.00) DOLLARS.
3

4 **EIGHTEENTH CAUSE OF ACTION FOR CONSUMERS LEGAL REMEDIES**
5 **ACT PURSUANT TO §§ 1780 (b) & 3345 (2)OF THE CALIFORNIA CIVIL**
6 **CODE**

7 434. Plaintiff realleges paragraphs 30 through 51 in this 18TH cause of action of Consumers
8 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil Code.
9

10 435. Plaintiff realleges paragraphs 57 through 62 in this 18TH cause of action of
11 Consumers Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.
12

13 436. Plaintiff realleges paragraphs 69 through 78 in this 18TH cause of action of Consumers
14 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.
15

16 437. Plaintiff realleges paragraphs 85 through 144 in this 18TH cause of action of Consumers
17 Remedies Act pursuant to §§ 1780 (b) & 3345 (2) of the California Civil.
18

19 438. Plaintiff realleges paragraphs 153 through 158 in this 18TH cause of action of Consumers
20 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.
21

22 439. Plaintiff realleges paragraphs 169 through 171 in this 18TH cause of action of Consumers
23 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.
24

25 440. Plaintiff realleges paragraphs 184 through 190 in this 18TH cause of action of Consumers
26 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.
27

28 441. Plaintiff realleges paragraphs 201 through 205 in this 18TH cause of action of Consumers
29 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.
30

31 442. Plaintiff realleges paragraphs 217 through 223 in this 18TH cause of action of Consumers
32 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.
33

1 443. Plaintiff realleges paragraphs 236 through 241 in this 18TH cause of action of Consumers
2 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.

3 444. Plaintiff realleges paragraphs 254 through 263 in this 18TH cause of action of Consumers
4 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.

5 445. Plaintiff realleges paragraphs 278 through 285 in this 18TH cause of action of Consumers
6 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.

7 446. Plaintiff realleges paragraph 300 in this 18TH cause of action of Consumers
8 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.

9 447. Plaintiff realleges paragraphs 317 through 328 in this 18TH cause of action of
10 Consumers Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.

11 448. Plaintiff realleges paragraphs 346 through 368 in this 18TH cause of action of
12 Consumers Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.

13 449. Plaintiff realleges paragraphs 387through 392 in this 18TH cause of action of Consumers
14 Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.

15 450. Plaintiff realleges paragraphs 413 through 431 in this 18TH cause of action of
16 Consumers Remedies Act pursuant to §§ 1780 (b) & 3345 (2)of the California Civil.

17 451. Plaintiff Sharon Bridgewater, is and at all times of the acts complained of herein,
18 was a disabled person within the meaning of Consumers Legal Remedies Act.

19 452. The defendants operate low income housing units and as such defendants know that the
20 tenants such as Bridgewater have vulnerability to illegal acts of the defendants herein as
21 they have inability to enforce there rights and would be unable to adequately cope with the
22 mental stress engendered by the totality of the circumstances of the illegal acts of
23 defendants herein.

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1 453. The Defendants and each of them knew that their conduct was directed toward a disabled
2 persons within the meaning of section 3345 of the California Civil Code.

3 454. On or about Jan. 5, 2005, as a Consumer, Bridgewater enter into a lease agreement for
4 Housing services at 427 Page Street, San Francisco, CA.

5 455. In the course of conducting commerce, the Defendants at all times had an obligation to be
6 Fair and honest with the Bridgewater regarding her contracted services.

7 456. The Defendants breached that obligation when they invaded Bridgewater's legally
8 protected interest in the apartment, violated her federally protected constitutional "due
9 Process rights," and maliciously prosecuted her without probable cause, in addition
10 obtained a Stipulated Judgment of Feb.18, 2009 procured by fraud.

11 457. As the result of all defendants conduct, Plaintiff have suffered substantial physical and
12 emotional distress and economic loss in that defendants acts in making plaintiff homeless
13 causing plaintiff great frustration, embarrassment, confusion, anger, depression, mental
14 anguish humiliation, loss of sleep mental anguish and most likely will be disabled the rest
15 of her natural life as a result of the defendants conduct.

16 458. On May 3, 2006, the Defendants obtained a Stipulation from an unauthorized Party.
17 On Nov. 20, 2007, the Defendants filed a Judgment of Non-Compliance Judgment with
18 the Court pursuant to this Stipulation they had received on May 3, 2006. The defendants
19 maliciously waited one month(Compare dates of exhibit _____ & _____) to receive the
20 Judgment for writ for possession of the premises during the Christmas 2007/New Year
21 2008 holiday (which is illegal to evict during the holiday season) to ensure the
22 Bridgewater would experience great infliction and emotional distress.

23 459. When this illegal plan failed(Bridgewater obtained a vacated Judgment on Jan. 22, 2008),

1 the Defendants plotted to illegally evict Bridgewater once again. Within one month after
2 the vacation of the Judgment(in which Bridgewater tried numerous times to get an amount
3 due from the defendants to remain in the unit), the unlawful detainer lawsuit came to trial.
4 On February 19, 2008, during the settlement conference, the defendants withheld critical
5 information from the court and Bridgewater. The defendants lied to the court and
6 Bridgewater; taking complete advantage of Bridgewater's mental disability, an inability to
7 retain legal counsel.

8
9 460. February 19, 2008, the day of trial the Defendants, misrepresented facts to the Pro tem
10 Judge and Bridgewater, and obtained a fraudulent Stipulated Judgment for possession of
11 Bridgewater apartment when no Judgment could have taken place.

12
13 461. The defendants not only evicted Bridgewater once, but twice. The defendants not only
14 deprived Bridgewater of her federally protected "due process" rights once, but twice. The
15 defendants not only submitted fraudulent documents to the Court to gain possession of
16 Bridgewater's apartment once, but twice. The defendants not only maliciously prosecuted
17 the case not once, but twice.

18
19 462. The actions of the Defendants constitutes bad faith, extreme outrageous conduct, evil
20 intent, Fraud, Oppression and malice with the meaning California Civil Code 3294.

21
22 463. The defendants tortiously breached their obligation in fair dealing with Bridgewater in
23 caused her an impairment in her right leg, and permanent damage to her left foot and great
24 pain and suffering which rendered Bridgewater homeless and displaced.

25
26 464. The Defendants knew that their conduct was directed toward a disabled persons in that the
27 housing unit was a section 8 housing unit for people who are either disabled or seniors
28 and a "protected class tenant " as defined within the meaning of section 3345 California

1 Civil Code.

2 465. The Plaintiff have been injured, harmed and have damages.

3 466. Because of plaintiff disability plaintiff was more vulnerable then other members of the

4 society, plaintiff is entitled to treble damages and treble punitive damages under CLRA

5 against each defendants both jointly and severally pursuant to California Civil Code

6 Sections 3294 and 3345 (2) and because plaintiff is a disabled person. The

7 defendant acted willfully with malice and fore thought in an intentional act to injure

8 plaintiff herein requiring punitive damages against defendants subject to the net worth of

9 said defendants.

10 467. That by reason of the aforesaid, the plaintiff request sum of treble damages and treble

11 punitive damages not to exceed One billion dollars(\$1,000,000,000.00) DOLLARS.

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16 **NINETEENTH CAUSE OF ACTION FOR**

17 **CONSPIRACY TO COMMIT INSTRINIC FRAUD**

18

19 468. Plaintiff realleges paragraphs 30 through 51 in this 19TH cause of action of Conspiracy to

20 Commit intrinsic fraud.

21 469. Plaintiff realleges paragraphs 57 through 62 in this 19TH cause of action of Conspiracy to

22 Commit intrinsic fraud.

23 470. Plaintiff realleges paragraphs 69 through 78 in this 19TH cause of action of Conspiracy to

24 Commit intrinsic fraud.

25 471. Plaintiff realleges paragraphs 85 through 144 in this 19TH cause of action of Conspiracy

26 to Commit intrinsic fraud.

27

28

1 472. Plaintiff realleges paragraphs 153 through 158 in this 19TH cause of action of Conspiracy
2 to Commit intrinsic fraud.

3 473. Plaintiff realleges paragraphs 169 through 171 in this 19TH cause of action of Conspiracy
4 to Commit intrinsic fraud.

5 474. Plaintiff realleges paragraphs 184 through 190 in this 19TH cause of action of Conspiracy
6 to Commit intrinsic fraud.

7 475. Plaintiff realleges paragraphs 201 through 205 in this 19TH cause of action of Conspiracy
8 to Commit intrinsic fraud.

9 476. Plaintiff realleges paragraphs 217 through 223 in this 19TH cause of action of Conspiracy
10 to Commit intrinsic fraud.

11 477. Plaintiff realleges paragraphs 236 thru 241 in this 19TH cause of action of Conspiracy to
12 Commit intrinsic fraud.

13 478. Plaintiff realleges paragraphs 254 through 263 in this 19TH cause of action of Conspiracy
14 to Commit intrinsic fraud.

15 479. Plaintiff realleges paragraphs 278 through 285 in this 19TH cause of action of Conspiracy
16 to Commit intrinsic fraud.

17 480. Plaintiff realleges paragraphs 317 through 328 in this 19TH cause of action of Conspiracy
18 to Commit intrinsic fraud.

19 481. Plaintiff realleges paragraphs 346 through 368 in this 19TH cause of action of Conspiracy
20 to Commit intrinsic fraud.

21 482. Plaintiff realleges paragraphs 387 thru 392 in this 19TH cause of action of Conspiracy to
22 Commit intrinsic fraud.

23 483. Plaintiff realleges paragraphs 413 thru 431 in this 19TH cause of action of Conspiracy to
24

1 Commit intrinsic fraud.

2 484. Plaintiff realleges paragraphs 451through 461 in this 19TH cause of action of Conspiracy
3 to Commit intrinsic fraud.

4 485. On Feb. 19, 2008 the defendants and their client authorized Agent, Manager for Hayes
5 Valley Limited Partnership, Hasinah Rashim, And Jane Creason obtained conspired and
6 to misrepresent facts to Bridgewater that she owed 2,174.74 plus cost and attorney fee's
7 of \$855.00 totally a sum of \$2,979.74. Bridgewater relied on the information given to
8 her by the defendants and was induced to enter into a "fraudulent" Stipulation of
9 Judgment under duress. "Each signatory had the expressed authority of each other as
10 stated in the Stipulation of Judgment (see exhibit 15 ¶ 14). The court did not even have
11 jurisdiction to even entertain such an agreement. The defendant's actions are the
12 proximate cause of Bridgewater harm and injuries and Bridgewater have damages. The
13 defendants acted With malice and fore thought defined in CCP 3294 in an intentional
14 act to conspired to induce Plaintiff into a fraudulent contract requires punitive damages
15 against defendants subject to the defendants net worth.

16 486. Plaintiff is entitled to damages and punitive damages. That by reason of the aforesaid,
17 the plaintiff has been damaged in a sum not to exceed FIFTY MILLION
18 (\$50,000,000.00) DOLLARS.

**TWENTIETH CAUSE OF ACTION FOR
NEGLIGENCE**

6 487. Plaintiff realleges paragraphs 31 thru 51 in this 20TH cause of action for Negligence.

7 488. On May 3, 2006 the Defendants obtained a Judgment for Stipulation and Order thereon,

8 dismissal (pre-hearing grievance/hearing) from an unauthorized Party- a household

9 member ;(see exhibit 5)

10

11 489. The defendants had a duty of care toward Bridgewater. The defendants did not ask

12 Bridgewater for her permission to obtain this Judgment for Stipulation and Order thereon

13 dismissal(pre-eviction grievance/hearing) from an unauthorized party(a household

14 member)nor did the defendants have a "power of attorney." to enter into this agreement

15 with an unauthorized Party. Nor did the unauthorized party inform Bridgewater about

16 this agreement entered into between the two parties. The defendants should have

17 obtained a "power of attorney" authorized letter to proceed in a "pre-hearing

18 eviction" contract with an unauthorized party.

19

20 490. Had the defendants obtained a business license by the California Department of Real

21 Estate pursuant to Business and Professional code section 10131(b) and been properly

22 licensed to Manage Properties as required; Bridgewater would have not been wrongfully

23 evicted from her apartment and rendered homeless.

24

25 491. Plaintiff has been injured, have been harmed and have damages.

26

27 492. The defendant negligence were the proximate cause of Bridgewater's injuries, harm

28 and damages. Plaintiff is entitled to treble damages.

1 493. That by reason of the aforesaid, the plaintiff has been damaged in a sum not to exceed
2 Plaintiff is entitled to damages by reason of the aforesaid, the plaintiff has been damaged
3 in a sum not to exceed TEN (\$10,000,000.00) DOLLARS.
4
5
6

7 **TWENTY-FIRST CAUSE OF ACTION FOR**
8 **NEGLIENT INFILCTION OF EMOTIONAL DISTRESS**
9

10
11 494. Plaintiff realleges paragraphs 31 thru 51 in this 21TH cause for negligent infliction of
12 emotional distress.
13 495. Plaintiff realleges paragraphs 488 thru 490 in this 21TH cause for negligent infliction of
14 emotional distress.
15 495. The defendants Shawn Banksons and Jane Creason as an attorneys and the law firm
16 Kimball, Tirey & St. John, owned a duty of care not to deceive the court or judge
17 regarding the ability of their client Hayes Valley Limited Partnership as well as
18 defendants to bring an unlawful detainer under the statutory provisions of California law.
19 Bankson and Creason are officers of the court and have a duty of care to the law.
20
21 496. Defendants Shawn Bankson, Jane Creason as an attorneys and the law firm Kimball,
22 Tirey & St. John, as well as defendants Hayes Valley Limited Partnership had a duty to
23 comply with California law in bringing the unlawful detainer.
24
25 497. Creason, and Bankson attorneys for the defendants also had an ethical duty not to over
26 step the bounds of law in proceeding to evict plaintiff Bridgewater.
27
28 498. Under California Law unlawful detainers are summary proceedings and as such under

California Law all unlawful detainers must be strictly complied with.

2 499. Plaintiff is a "direct victim" which arose from defendants violations by obtaining a
3 Stipulation for Entry of Judgment Possession of the premises at 427 Page Street, San
4 Francisco, California in May 2006, by illegally having some else sign plaintiff's name to
5 the document.

6 500. The Defendants further acts of having plaintiff's apartment posted for eviction when
7 defendants knew at all times that plaintiff had never entered into an agreement and that
8 no evictions could take place during the Christmas 2007/ New Years 2008 day period,
9

10 501. Defendants negligence actions are assumed by defendants and imposed on defendants as a
11 matter of law. Clearly an attorney has absolute duty not to deceive a court or judge of
12 facts. The defendants obtaining a judgment for possession of plaintiff's apartment under
13 the circumstances when none of the Statutory provisions of California Law were not met
14 are imposed upon defendants duty as a matter of law.

15 502. The direct result of defendants negligent infliction of emotional distress suffered "serious
16 emotional distress" by being placed in a homeless situation and having to live in a
17 homeless shelter, lose of dignity as well as self csteem and as still a further direct result of
18 the negligent infliction of emotional distress plaintiff suffered a broken foot due to the
19 pressure of moving and causing permanent damages to plaintiff.

20 503. Defendants acts were done negligently as defendants Hayes Valley Limited Partnership,
21 operate low income housing units and as such defendants know that the tenants have
22 vulnerability to illegal acts. The defendants knew that people such as Bridgewater have the
23 inability to enforce there rights and would be unable to adequately cope with the mental
24 stress engendered by the totality of the circumstances.

25

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1 504. The direct result of defendants negligent and illegal acts caused plaintiff injuries of
2 infliction of emotional distress plaintiff suffered serious emotional distress which was
3 accompanied by actual physical injury as defendant McCormack Baron Ragan
4 Management Services Inc. was never a duly licensed property management company.
5
6 505. Plaintiff has been injured, have been harmed and have damages.
7
8 506. The defendant negligent infliction of emotional distress were the proximate cause of
9 Bridgewater's injuries, Plaintiff is entitled to treble damages.
10
11 507. That by reason of the aforesaid, the plaintiff asks for a sum of damages not to
12 exceed TWENTY- FIVE MILLION (\$25,000,000.00) DOLLARS.

13 **TWENTY-SECOND CAUSE FOR**
14 **PUNITIVE DAMAGES**

15
16
17 508. Plaintiff realleges paragraphs 30 through 51 in this 22nd cause of action for
18 Punitive damages.
19
20 509. Plaintiff realleges paragraphs 57 through 62 in this 22nd cause of action for
21 Punitive damages.
22
23 510. Plaintiff realleges paragraphs 69 through 78 in this 22nd cause of action for
24 Punitive damages.
25
26 511. Plaintiff realleges paragraphs 85 through 114 in this 22nd cause of action for
27 Punitive damages.
28
29 512. Plaintiff realleges paragraphs 153 through 158 in this 22nd cause of action for
30 Punitive damages.

1 law firm of Kimball, Tirey & St. John principal and specialized area of law practice was
2 that of evictions and unlawful detainer litigation. The defendants knew that by proceeding
3 on an unlawful detainer, when the defendants and their client collected all
4 outstanding rents on the unit commonly known as 427 Page Street, San Francisco,
5 California and evicting plaintiff would result in serious emotional distress and negligent
6 infliction of emotional distress.

7

8 535. The Defendants at all times mentioned herein had full knowledge of and understanding of
9 the consequences of their acts in obtaining a Stipulated Judgment on Feb. 19, 2008
10 procured by fraud. The Defendants knew the execution of such "fraudulent" Stipulation
11 would render Bridgewater homeless and displaced. However, the defendants still
12 proceeded with eviction in a conscious disregard of plaintiff's right to be free from any
13 eviction for non-payment of rent.

14

15 536. Defendants acts were done willfully with malice and fore through as defendants Hayes
16 Valley Limited Partnership, Inc having fraudulently obtained a Stipulated Judgment of Feb.
17 19, 2008 and proceeded with an eviction even though Plaintiff was in legal possession
18 of the premises. The defendants never meet California Statutory law(CCP 1161) in the
19 five day notice to pay rent or quit, in addition did not have the correct "amounts due" on
20 both notices to rent or quit.

21

22 537. At all times mentioned the defendants Hayes Valley Limited Partnership never had a DBA
23 in San Francisco County which prohibited said entity from even filing an unlawful
24 detainer lawsuit in the State of California, San Francisco Superior Court by operation of
25 law.(B & P Code § 17918)

26

27 538. At all times mentioned the defendants Hayes Valley Limited Partnership and McCormack

1 Baron Ragan were never a licensed firm by the California Department of Real Estate with
2 the meaning of B & P Code section 10131 (b) in the collection of rents.

3 537. The defendants used there superior bargaining power to force Bridgewater to
4 agree to vacate her apartment commonly known as 427 Page Street when there were no
5 grounds to do so and in fact defendants concealed and misrepresented these facts to the
6 Court in further acts of willful and malice and oppression toward plaintiff.

7 538. The acts of the defendants and all of them which the defendants carried out with total
8 conscious disregard for plaintiff's rights and her right to the possession of the premises as
9 codified under the statutory definition of malice, pursuant to Civil Code Section 3294 (c)

10 539. Plaintiff have been injured, harmed and have damages.

11 540. That by reason of the aforesaid, the plaintiff request sum of punitive damages not to
12 exceed the sum of nine hundred billion(900,000,000,000.00) dollars.

13
14
15
16
17 **WHEREFORE, plaintiff demands judgment against the defendants**

18 1. First cause of action for Wrongful Eviction for a sum not in a sum not to exceed ten
19 million (\$10,000,000.00) dollars.

20 2. Second cause of action for Violation of 5th and 14th amendment deprivation of
21 procedural due process pursuant to 42 U.S.C. section 1983 and HUD 42 U.S.C. section
22 1437 24 CFR 9.66.53(c) HUD Regulations for sum not to exceed fifty million
23 (\$50,000,000.00) dollars.

24 3. Third cause of action Tortious Interference with Contract for a sum not to exceed fifty
25 million (\$50,000,000.00) dollars.

26 4. Fourth cause of action for common law forcible detainer for a sum not to exceed

1 Twenty-five million(\$25,000,000.00)dollars.

2 5. Fifth cause of action for common law retaliatory eviction for a sum not to exceed
3 Forty million (\$40,000,000.00)dollars.

4 6. Sixth cause of action for tortuous interference of Plaintiff right to quiet enjoyment and
5 leasehold interest in rental unit for a sum not to exceed forty million(\$40,000,000.00)
6 dollars.

7 7. Seventh cause of action for Extrinsic Fraud on the court for a sum not to exceed
8 Fifty million(\$50,000,000.00) dollars.

9 8. Eight cause of action for Intrinsic Fraud for a sum not to exceed eighty million
10 (\$80,000,000.00) dollars.

11 9. Ninth cause of action for constructive fraud for a sum not to exceed fifty
12 million(\$50,000,000.00) dollars.

13 10. Tenth cause of action for Intention Misrepresentation and concealment of known facts
14 for a sum not to exceed fifty million(\$50,000,000.00)dollars.

15 11. Eleventh cause of action for Deprivation of Plaintiff due Process Rights, pursuant to the
16 5th & 14th amendment, 42 U.S.C. section 1983 and HUD 42 U.S.C. section 1437, 24
17 CFR 966.53(c) HUD Regulations and Violation of Plaintiff Civil Rights pursuant to 18
18 U.S.C. 241, for a sum not to exceed one hundred million(\$100,000,000.00)dollars.

19 12. Twelfth cause of action for Conspiracy to deprive Plaintiff due Process Rights, pursuant
20 to the 5th & 14th amendment, 42 U.S.C. section 1983 and HUD 42 U.S.C. section 1437,
21 24 CFR 966.53(c) HUD Regulations and Violation of Plaintiff Civil Rights pursuant to
22 18 U.S.C. 241, for a sum not to exceed in a sum not to exceed a sum not to exceed
23 seventy million (\$70,000,000.00) dollars.

13. Thirteenth cause of action for Conspiracy to commit Extrinsic Fraud on the court for a
14. sum not to exceed ten million (\$10,000,000.00) dollars.
15. Fourteenth cause of action for Intentional Infliction of Emotional Distress for a sum not
16. to exceed in a sum not to exceed five hundred billion (\$500,000,000,000.00) dollars.
17. Fifteenth cause of action cause of action for Common law malicious prosecution for in a
18. sum not to exceed one hundred million (\$100,000,000.00) dollars.
19. Sixteenth cause of action for common law abuse of process for a sum not to exceed
20. twelve million (\$12,000.000.00) dollars.
21. Seventeenth cause of action for violation of the rehabilitation act of 1973, 29 U.S.C.;
22. Section 804 fair housing amendment act, 42 U.S.C. section 3604; and title III of the
23. Americans with disabilities act 42 U.S. C. section 12182 for a sum not to exceed fifty
24. hundred(\$50,000,000.00)dollars.
25. Eighteenth cause of action for Consumers Legal Remedies Act pursuant to section
26. 1780(b) and 3345(2) of the California Civil Code for treble damages and treble punitive
27. under CLRA against each defendants both jointly and severally pursuant to Civil Code
28. Sections 1029.8(a) 1780 (b), 3294 and 3345 (2) and because plaintiff was a disabled
29. person, for a sum not to exceed one billion dollars(\$1,000,000,000.00)dollars.
30. Nineteenth Cause of action for conspiracy to commit intrinsic fraud for fifty
31. million(\$50,000,000.00)dollars.
32. Twentieth Cause of action for negligence for a sum not to exceed ten
33. million(\$10,000,000.00)dollars.
34. Twenty-first cause of action for negligent infliction of emotional distress for twenty
35. five(\$25,000.000.00)dollars.

- 1 22. Twenty-second cause of action for punitive damages not to exceed the sum of nine
- 2 hundred billion(900,000,000,000.00) dollars.
- 3 23. For an order enjoining the defendants, each of them, and their agents, Servants,
- 4 employees and all persons acting under, in concert with them.
- 5 24. Assume jurisdiction of this case.
- 6 25. An order for the Court to establish clear guidelines as to when and under
- 7 what circumstances the defendants must produce sensitive financial and net worth
- 8 information. Alternatively, Bridgewater respectfully requests this Court restrict the
- 9 documents to be produced to those that represent the present net worth of the defendants.
- 10
- 11 26. For an order for pre-judgment remedies and/or further relief as the court may deem
- 12 proper and just.
- 13 27. For cost of suit herein incurred and attorney fees.
- 14
- 15
- 16
- 17 Respectfully submitted,
- 18
- 19
- 20
- 21 Dated: August 3, 2009
- 22
- 23
- 24
- 25
- 26
- 27
- 28



Sharon Bridgewater

*please see attached separate statement
of undisputed facts attached to this complaint

1 Sharon Bridgewater
111 Preda Street
2 San Leandro, CA 94541

3 | In Pro Per

Separate Statement of Undisputed Facts

Sharon Bridgewater,

Plaintiff,

vs.

Hayes Valley Limited Partnership,
McCormack Baron Ragan Management, MBA
Urban Development Co.,
The Related Companies of California, Inc.,
Sunamerica Affordable Housing Partnership
Inc., Does 1 through 50 inclusive.

HAYES VALLEY LIMITED PARTNERSHIP
AND THE OTHER DEFENDANTS TO
DEPRIVE PLAINTIFF OF POSSESSION OF
AN APARTMENT IN AN UNLAWFUL
DETAINER COMPLAINT
CASE # CUD CUD-06-617995

Defendants

Plaintiff herein submits the following documentation to prove that is, to establish that plaintiff will prevail in these causes of actions.

Plaintiff herein is submitting a separate statement of undisputed facts of the adjudicated facts in the unlawful detainer case entitled Hayes Valley Limited Partnership vs. Sharon Bridgewater Case No. CUD 06-617995 which is done to make an offer of proof that not only will plaintiff prevail in this case, but in fact, there are no defenses. The defendants actually deceived the Court in the Unlawful Detainer lawsuit; as their acts of deceiving both Plaintiff and the court that all rental payments were made and accepted by Hayes Valley Limited Partnership and no eviction could proceed.

1

2 The basis for this law suit is clearly shown in the Separate Statement of Undisputed Facts
3 with this verified complaint that at all times the defendants Hayes Valley Limited Partnership
4 and their attorneys, knew that at all times the rents demanded in the "Five Day Notice to Pay
5 Rent or Quit" was both paid and accepted by the defendants herein and as such no unlawful
6 detainer, eviction, or Stipulated Judgment could have proceeded.
7

8 It is plaintiff's contention that the essential element of the unlawful detainer could not be
9 proven i.e. for non payment of the rents as demanded during the time frame in the unlawful
10 detainer. The defendants and their attorney(s), who on the very day of trial knew that the rental
11 ledger clearly showed that the defendants herein accepted the rents and that by said action
12 prohibits any eviction.
13

14 However, irrespected by said undisputed facts, the defendants still evicted Plaintiff
15 Bridgewater "fraudulently" even though Hayes Valley Limited Partnership had accepted rental
16 payment after the filing and service of the unlawful detainer.
17

18 Hayes Valley Limited Partnership authorized the law firm of Kimball, Tirey & St. John,
19 LLP and attorneys Shawn Bankson, Jane Creason to deceive both plaintiff and this Court of the
20 undisputed facts that rental payments were in fact made and accepted.
21

22 This acts of the defendants are a criminal violation of California Law B & P Code section
23 6128 (a) as they not only deceived plaintiff they also deceived the Court that all rental payments
24 were in fact made as demanded in the unlawful detainer and thus violated a duty owned to
25 plaintiff to fair dealings and only to present the truth.
26

27 This is proven by a copy of the rental ledger attached as Exhibit 3 in the complaint.
28 The witnesses(defendants)would have had to testify that the rents were not collected for the time
29

1 frame as alleged under penalty of perjury by Mr. Bankson, clearly the under said plaintiff
2 would have been entitled to a judgment as a matter of law.

3 The pleadings submitted hereto clearly shows that not only will plaintiff prevail the cause
4 actions, but that the conduct of the attorneys in the unlawful detainer shows and proves the
5 attorneys in question here violated California B & P Code section 6128 (a) in not only deceiving
6 plaintiff of her rights to possession of her apartment but also deceived the Court as the attorneys
7 over stepped the bounds of an attorney; as attorneys are officers of the Court first and cannot
8 misrepresent facts to the court to obtain a decision in their favor.
9

10
11 The plaintiff's separate statement of undisputed facts is attached to the verified complaint of
12 plaintiff.
13

14
15 Dated August 3, 2009



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18 Sharon Bridgewater
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SEPARATE STATEMENT OF UNDISPUTED FACTS

UNDISPUTED FACTS

PROOF OF FACTS

1) Attorney Shawn Bankson on behalf
Defendants Hayes Valley Limited Partnership
Signed the verification of the unlawful detainer
In case No. 617995 alleging a cause of action for
Eviction for non-payment of rent for the period
Of time from 9/1/2005 to 3/31/2006 for possession
Of the premises of 427 Page St. San Francisco
California.

1) See Request for Judicial Notice pursuant to Evidence Code § 452(d) of the unlawful detainer in case No. 617995, see Exhibit(4) Attorney Shawn Bankson signed the unlawful detainer seeking possession of the premises commonly known as 427 Page Street San Francisco, California.

3 2) Plaintiff Bridgewater was served a
4 "Five Day Notice to Pay Rent or Quit" dated
5 *April 12, 2006.*

2) Request for Judicial Notice dated
and Exhibit(2)

3) Bridgewater was served a second
"Five Day Notice to Pay Rent or Quit"
Date Nov. 12, 2007

3) Request for Judicial Notice
and Exhibit(6)

4) The defendants received rent payments of \$207.00, which was accepted by Hayes Valley Limited Partnership on June 13, 2006, and another Rent payment on July 10, 2006 of \$207, Aug. 23, 2006, \$207.00, Sept 15, 2006, \$207.00, Oct. 18., 2006, \$207, Nov. 21, 2006, \$207.00, Dec. 15, 2006, \$207, Feb. 13, 2007, \$414.00, March 28, 2007, 207.00, June 11, 2007, \$414.00, all of these payments were accepted by Hayes Valley Limited Partnership for rent payments for rental unit commonly known 427 Page Street, San Francisco, California making total rental Payments made and accepted after the Five Day Notice to pay rent or quit of \$2,484.00.

4) Copy of Rental Ledger for 427 Page Street, San Francisco for Sharon Bridgewater's unit showing and proving rental payment in excess of that what was demanded in the five day notice to pay rent or quit dated April 12, 2006 in the amount of \$749.00, see Exhibit (4) and Exhibit (3) Rental Ledger for 427 Page St. San Francisco, California showing rents paid and accepted after the filing of the unlawful detainer.

5) Plaintiff gave Bridgewater
Second notice to pay rent or quit dated
November 12, 2007

5) Bridgewater had credit balances on her rental ledger from July 2007 thru Nov. 2007 thru Sept. 2007
And only owed \$62.74 in Oct. 2007
See Copy of Rental ledger
Exhibit (3)

SEPARATE STATEMENT OF UNDISPUTED FACTS

UNDISPUTED FACTS

PROOF OF FACTS

6) On the very day set for trial the property manager and Jane Creason of Kimball, Tirey & St. John, LLP conspired Defendants Hayes Valley Limited Partnership to proceed with an eviction against plaintiff Sharon Bridgewater even through all the Evidence proved that Hayes Valley Limited Partnership had accepted all the rental payments From plaintiff Bridgewater for the time period in question.

6) The rental ledger shows and proves that all rents for the period as demanded in the unlawful detainer were in fact paid and accepted by Hayes Valley Limited Partnership which prevented any eviction against plaintiff Bridgewater and irrespective of said knowledge which must be imputed to attorneys as the only element of the Unlawful detainer for non-payment requires testimony from the keeper the rental payment history for apartment 427 Page Street, San Francisco, California which shows all rental payments were accepted and no balance was due, as such by operation of law no eviction could have gone forward (see by operation of law, see Exhibit #15) both sign the Stipulation see #14

7) Attorneys Shawn Bankson, Jane Creason and the law firm of Kimball, Tirey & St. John, LLP owes a duty of good faith and honorable dealings to the judicial tribunals before whom he practices his profession and defendant attorneys in this case violates their oath of office when they restored to deception in the unlawful detainer case at the request of their clients Hayes Valley Limited Partnership to proceed with the eviction when the all rental payments demanded in the unlawful detainer were in fact paid. These Attorneys Shawn Bankson, Jane Creason and the law firm of Kimball, Tirey & St. John, LLP then in furtherance of the request of their clients still proceeded

7) California B. & P Code § 6068 Subd (b) that Attorneys are obligated by oath to give due respect for the Courts and it is a crime to utilize deceit or collusion with intend to deceive any party or judge or judicial officer by an artifice or false statement of fact or law, California B & P Code § 6128 Subd. (a). In this case at the Settlement conference Feb. 19, 2008, Attorney Jane Creason on behalf of their clients to mislead the court so that Hayes Valley Limited Partnership could evict plaintiff Bridgewater even through by operation of law no eviction could have gone forward as all rental payments as demanded in the complaint for unlawful detainer were in fact paid and accepted by Hayes Valley Limited

SEPRATE STATEMENT OF UNDISPUTED FACTS

UNDISPUTED FACTS

PROOF OF FACTS

to prosecute the unlawful detainer by deceiving not only plaintiff Bridgewater, but also this Court, in violation of B & P Code § 6128 (a) which is a criminal violation of California Law for an attorney to do so.

Partnership. Attorneys Shawn Bankson, Jane Creason and law firm of Kimball, Tirey & St. John agreed to utilize deceit and collusion with the intent to deceive not only Plaintiff Bridgewater, but also the Court by artifice and false statement of fact and law, and done at the request of Hayes Valley Limited Partnership and by ratifying said Request this is civil conspiracy as the unlawful detainer could not have proceeded as plaintiff was entitled to a judgment as a matter of law as the rental amount as demanded in the complaint was paid and accepted by Hayes Valley Limited Partnership. This was done on the very date Set for trial date which the attorneys in question in preparing for trial knew at all times that all rental payments were accepted for the amount demanded in the Notice to pay rent or quit and still proceeded in evicting plaintiff Bridgewater, see Exhibit()

8) Defendant law firm Kimball, Tirey & St. John holds themselves out as specialists in unlawful detainers and at all times knew that acceptance of rental payments by the landlord requires dismissal of the unlawful detainer.

8) The Web Site of Kimball, Tirey & St. John lists that the said law firm holds themselves out as specializing in unlawful detainers on behalf of the landlords and in fact attorney Jane Creason wrote an article Entitled "What you should Know: Evictions the Right to a Jury Trial, see Exhibit(2).

9) Plaintiff was at all times mentioned herein as a defendant in an unlawful detainer for non-payment of rent was entitled to a dismissal of the complaint by operation of law, to wit that all rental payments demanded in the unlawful detainer was made. These attorneys at all times had a duty not to deceive either plaintiff or the court about the acceptance of the rental paym

9) Exhibit (2), shows that defendants atty hold themselves out to the Public as being experts in bring Unlawful detainers and at all times mentioned herein knew that acceptance of rental payments after service of a notice to pay rent quit prevents any further proceedings on the s. Unlawful detainer and which is codified

SEPARATE STATEMENT OF UNDISPUTED FACTS

UNDISPUTED FACTS

PROOF OF FACTS

(cont.)

9) under B & P Code § 6068 (d) and 6128 (a) and Rule 3-200 (a) & (b) and California Rules of Professional Rule 5-200 (a) & (b) which places a Duty on opposition legal counsel in this Case.

9 10) The Defendants submitted a Stipulation
10 Judgment on Feb. 19, 2008, alledging that
11 That Bridgewater owed a sum of \$2124.74
11 Plus attorney fee's totally, \$2,979.74.
12 The Stipulation of Judgment and Dismissal
12 Was submitted to the Superior Court of Cal.
13 And then excuted.

10) Bridgewater only owed \$424.98 in Feb. 2008. see Exhibit(3) rental ledger

Dated August 3, 2009

Sharon Bridgewater

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 knowledge.

2. That I was a defendant in an unlawful detainer entitled Hayes Valley Limited
Partnership vs. Sharon Bridgewater case No.CUD 06- 617995.

3. That all rents as demanded in the five day notice to pay rent or quit and Hayes Valley Limited Partnership accepted the payments.

9 4. That said attorneys for Hayes Valley Limited Partnership refused to acknowledge that
10 fact to either me or the Court even though the rental ledger reflected that all rents as demanded
11 were paid and accepted and done prior to any settlement conference.

12 5. In fact these attorneys at all times demanded additional payments outside what was
13 demanded by the five notice to pay rent or quit.

14 6. All statements in the verified complaint and Separate statement of undisputed facts
15 are true.

16 7. That as a matter of law these attorneys had a legal duty not deceive either me or the
17 court of these facts.

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

20 | Dated August 3, 2009

21 | At San Francisco, California



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: August 3, 2009

At San Francisco, California



Sharon Bridgewater

EXH. 1

EXH- 2

2
Apr 17 08 08:58a Hayes Valley Apartments 415-487-1830
Hayes Valley Apartments
401 Rose Street
San Francisco, CA 94102
Phone 415-487-1218
Fax 415-487-1834

p.3

NOTICE TO PAY RENT OR QUIT

To: Sharon Bridgewater AND ALL OTHERS IN POSSESSION:

WITHIN FIVE DAYS, after the service on you of this notice, you are hereby required to pay the delinquent rent of the premises herein after described, of which you now hold possession as follows:

\$107.00	FROM	SEPTEMBER	1, 2005	THROUGH	SEPTEMBER	30, 2005
\$107.00	FROM	OCTOBER	1, 2005	THROUGH	OCTOBER	31, 2005
\$107.00	FROM	NOVEMBER	1, 2005	THROUGH	NOVEMBER	30, 2005
\$107.00	FROM	DECEMBER	1, 2005	THROUGH	DECEMBER	31, 2005
\$107.00	FROM	JANUARY	1, 2006	THROUGH	JANUARY	31, 2006
\$107.00	FROM	FEBRUARY	1, 2006	THROUGH	FEBRUARY	28, 2006
\$107.00	FROM	MARCH	1, 2006	THROUGH	MARCH	31, 2006

Or you are hereby required to deliver up possession of the hereinabove described premises, with five days after service on you of the notice, to HAYES VALLEY LIMITED PARTNERSHIP ("owner"), who/which is authorized to receive the same, or legal proceedings will be instituted against you to declare the forfeiture of the lease or rental agreement under which you occupy the hereinbelow described property and to recover possession of said premises, to recover all rent past due, to recover court cost, attorney fees as permitted by law, and possible additional statutory damages of up to SIX HUNDRED DOLLARS (\$600.00) in accordance with California Code of Civil Procedure Section 1174(b), as a result of your failure to comply with the terms of this notice.

The premises herein referred to is situated in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of California, designated by the number and street 427 Page STREET.

You are further notified that should you fail to remit the above-demanded rent or surrender possession of the above-described premises, the undersigned does elect to declare the forfeiture of your lease or rental agreement under which you hold possession of the above-described premises.

Payment must be made to the owner/agent at the following address: 401 ROSE STREET SAN FRANCISCO, CA 94102

Telephone number for the above-address: 415-487-1218

Payments made in person shall be delivered to owner/agent between the hours 9:00 am-4:00 pm on the following days of the week: Monday through Friday. Payments may also be made by appointment only on Saturday and Sunday.

You may make such reply as you wish. You have the right to examine Lessor documents directly relevant to the lease termination.

You have a right to a grievance hearing in this matter. You must within five (5) days meet and discuss with the landlord this notice and the proposed termination of tenancy. Advice regarding this notice is available from the San Francisco Rent Stabilization and Arbitration Board located at 25 Van Ness Street, Suite 320, San Francisco, CA 94102 on Monday through Friday from 8:00 am 5:00 pm and via telephone at 425-252-4600.

Dated: 04/17/2006

By: Tracy Ellis - TEMP Receptionist
For: Property Manager, Hasinah Rahim
McCormack Baron Rosen for Hayes Valley Apartments

COPY

04/17/2006 MON 8:41 EXHIBIT 108 NO. 1694

Q003

EXH. 3

B
Ledger

Page 1 of 3

McCORMACK BARÓN RAGAN

Date : 12/8/2008

Resident Ledger (Non HAP)

Code	0016030	Property	0284	Lease From	10/24/2007
Name	Sharon Bridgewater	Unit	08-127	Lease To	12/31/2007
Address	427 Page Street	Status	Past	Move In	1/6/2005
City St. Zip	San Francisco, CA 94102	Rent	1600	Move Out	5/5/2008
		Phone(O)-		Phone(H)-	

Date	Description	Charge	Payment	Balance	Chg/Rec
1/6/2005	Rent for 26 days	89.74		89.74	150270
1/8/2005	Security Deposit	3,527.00		3,616.74	157188
1/28/2005	chk# 08-077509838		400.00	3,216.74	145592
1/28/2005	chk# 08077509839		400.00	516.74	145592
2/1/2005	Rent (02/2005)	107.00		923.74	161220
2/4/2005	chk# 03733390815		107.00	816.74	157187
2/1/2005	Rent (03/2005)	107.00		923.74	161220
4/1/2005	Rent (04/2005)	107.00		1,030.74	213280
4/19/2005	chk# 04116152916		321.00	709.74	116025
5/1/2005	Rent (05/2005)	107.00		816.74	157187
5/1/2005	Rent (06/2005)	107.00		923.74	161220
7/1/2005	Rent (07/2005)	107.00		1,030.74	213280
7/12/2005	chk# 05233134552		239.00	791.74	283585
8/1/2005	Rent (08/2005)	107.00		898.74	309234
8/12/2005	chk# 04475645323		500.00	398.74	310205
8/14/2005	late charge	25.00		423.74	223240
8/14/2005	Rent (09/2005)	107.00		530.74	235233
8/13/2005	Late Charge	25.00		555.74	348033
10/1/2005	Rent (10/2005)	107.00		662.74	353154
10/11/2005	chk# 07-34443512		108.00	554.74	357454
10/24/2005	Late Charge	25.00		579.74	323002
11/1/2005	Rent (11/2005)	107.00		686.74	384128
12/1/2005	Rent (12/2005)	107.00		793.74	407085
12/8/2005	Late Charge	25.00		818.74	418567
1/1/2006	Rent (01/2006)	107.00		825.74	422195
2/1/2006	Rent (02/2006)	107.00		1,032.74	455213
2/10/2006	Late Charge	25.00		1,057.74	457069
3/1/2006	Rent (03/2006)	107.00		1,164.74	477949
4/1/2006	Rent (04/2006)	107.00		1,271.74	515761
5/1/2006	Rent (05/2006)	107.00		1,378.74	535203

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Ledger

Page 2 of 3

5/5/2006	chk# 08-465915320		860.00	518.74	522157
5/1/2006	Rent (06/2006)	107.00	625.74	518.74	522157
6/9/2006	Late Charge	25.00	650.74	518.74	522157
6/13/2006	chk# 08-404049817		207.00	443.74	554436
7/1/2006	Rent (07/2006)	107.00	850.74	575039	
7/10/2006	chk# 08-526140489		207.00	343.74	577304
8/1/2006	Rent (08/2006)	107.00	430.74	500282	
8/23/2006	chk# 08-525478587		207.00	243.74	611579
9/1/2006	Rent (09/2006)	107.00	350.74	626150	
9/6/2006	Late Charge	25.00	375.74	635724	
9/15/2006	chk# 08-549863729		107.00	168.74	633321
10/1/2006	Rent (10/2006)	107.00	275.74	650153	
10/9/2006	Late Charge	25.00	300.74	652460	
10/18/2006	chk# 08-577660944		207.00	93.74	664103
11/1/2006	Rent (11/2006)	107.00	200.74	676349	
11/10/2006	Late Charge	25.00	225.74	689135	
11/21/2006	chk# 08-534078301		207.00	18.74	692008
12/1/2006	Rent (12/2006)	107.00	125.74	701828	
12/12/2006	Late Charge	25.00	150.74	716358	
12/18/2006	chk# 08-577661584		207.00	(56.26)	717352
1/1/2007	Rent (01/2007)	107.00	50.74	737987	
1/11/2007	Late Charge	25.00	75.74	745332	
2/1/2007	Rent (02/2007)	107.00	182.74	760558	
2/9/2007	Late Charge	25.00	207.74	772142	
2/13/2007	chk# 28877201582		414.00	(205.36)	720260
3/1/2007	Rent (03/2007)	107.00	(95.36)	710.54	
3/28/2007	chk# 08-668077062		207.00	(306.26)	801331
4/1/2007	Rent (04/2007)	107.00	(199.26)	811251	
5/1/2007	Rent (05/2007)	107.00	(82.26)	827792	
5/10/2007	Late Charge	25.00	(67.26)	849579	
5/1/2007	Rent (06/2007)	107.00	39.74	853181	
5/7/2007	Late Charge	25.00	64.74	873881	
5/11/2007	chk# 08-703197231		207.00	(142.26)	873881
5/11/2007	chk# 08-703197230		207.00	(319.26)	823485
5/12/2007	Rent (07/2007)	107.00	(242.26)	850459	
5/1/2007	Rent Adj 5/07	(29.00)	(271.26)	853395	
5/10/2007	Late Charge	25.00	(246.26)	852452	
5/1/2007	Rent (08/2007)	107.00	(139.26)	844602	
5/1/2007	Rent Adj 5/07	(29.00)	(168.26)	851494	
5/7/2007	Late Charge	25.00	(143.26)	828224	
5/1/2007	Rent (09/2007)	107.00	(36.26)	821024	
5/1/2007	Rent Adj 5/07	(29.00)	(65.26)	823492	
5/7/2007	Late Charge	25.00	(40.26)	852286	
5/1/2007	Rent (10/2007)	78.00	37.74	865570	
5/1/2007	Late Charge	25.00	62.74	875185	
5/1/2007	Rent (11/2007)	78.00	140.74	923020	
5/6/2007	Late Charge	25.00	165.74	1004289	

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Page 3 of 3.

Ledger

12/1/2007	Rent (12/2007)	78.00	243.74	1010169
1/1/2008	Rent (01/2008)	78.00	321.74	1044763
2/1/2008	Rent (02/2008)	78.00	399.74	1070654
2/8/2008	late Charge	25.00	424.74	1083106
3/1/2008	Rent (03/2008)	78.00	502.74	1095200
4/1/2008	Rent (04/2008)	78.00	580.74	1120203
5/1/2008	Rent (05/2008)	78.00	658.74	1144239
5/5/2008	Security Deposit credit	(1,527.00)	(868.26)	1258997
5/3/2008	Rent (05/2008) Credit 25 days	(65.42)	(933.58)	1258998
5/8/2008	Amount to be refunded.	215.42	(718.16)	1259000
6/4/2008	Invoice #696255 Complete carpet replacement, carpet left in original condition	1,377.00	658.74	1181494
6/4/2008	Per settlement agreement Bridgewater allowed to stay through April 30, 2008 rent free	(658.74)	0.00	1181495

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Exh. 4

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): SHAWN BANKSON SHAWN BANKSON, BAR #223638 KIMBALL, TIREY & ST. JOHN 5994 W. LAS POSITAS BOULEVARD #219 PLEASANTON, CA 94588 TELEPHONE NO: 800-525-1690 EMAIL ADDRESS (Optional):		UD-100 FOR COURT USE ONLY
ATTORNEY FOR PLAINTIFF: PLAINTIFF SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: COUNTY OF SAN FRANCISCO MAILING ADDRESS: 400 McAllister, 1st Floor CITY NO ZIP CODE: San Francisco, California 94102 BRANCHNAME: Limited Civil Jurisdiction		FILED San Francisco County Superior Court APR 24 2014 GORDON PARKER, Clerk <i>Deborah Steppe</i> DEBORAH STEPPE, Deputy Clerk
PLAINTIFF: HAYES VALLEY LIMITED PARTNERSHIP		
DEFENDANT: SHARON BRIDGEWATER		
<input checked="" type="checkbox"/> DOES 1 TO 10 INCLUSIVE		CASE NUMBER: CIV - 06 617995
COMPLAINT — UNLAWFUL DETAINER: <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number): _____		
Jurisdiction (check all that apply):		
<input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited		
1. PLAINTIFF (name each): HAYES VALLEY LIMITED PARTNERSHIP		
alleges causes of action against DEFENDANT (name each): SHARON BRIDGEWATER		
2. a. Plaintiff's (1) <input type="checkbox"/> an individual over the age of 18 years. (4) <input type="checkbox"/> a partnership. (2) <input type="checkbox"/> a public agency. (5) <input type="checkbox"/> a corporation. (3) <input checked="" type="checkbox"/> other (specify): LIMITED PARTNERSHIP		
b. <input type="checkbox"/> Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):		
3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county): 427 PAGE STREET, SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94102		
4. Plaintiff's interest in the premises is <input checked="" type="checkbox"/> as owner <input type="checkbox"/> other (specify):		
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.		
6. a. On or about (date): 1/3/2005 defendant (name each): SHARON BRIDGEWATER (1) agreed to rent the premises as a <input type="checkbox"/> month-to-month tenancy <input checked="" type="checkbox"/> other tenancy (specify): 1 YEAR (2) agreed to pay rent of \$ 107.00 payable <input checked="" type="checkbox"/> monthly <input type="checkbox"/> other (specify frequency): (3) agreed to pay rent on the <input checked="" type="checkbox"/> first of the month <input type="checkbox"/> other day (specify): b. This <input checked="" type="checkbox"/> written <input type="checkbox"/> oral agreement was made with (1) <input type="checkbox"/> plaintiff <input type="checkbox"/> plaintiff's predecessor in interest. (2) <input checked="" type="checkbox"/> plaintiff's agent. (4) <input type="checkbox"/> other (specify): _____		

*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

PLAINTIFF (Name): HAYES VALLEY LIMITED PARTNERSHIP	CASE NUMBER:
DEFENDANT (Name): SHARON BRIDGEWATER	

6. c. The defendants not named in Item 6a are

- (1) subtenants.
- (2) assignees.
- (3) other (specify): UNKNOWN

d. The agreement was later changed as follows (specify):

e. A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless Item 6f is checked. See Code Civ. Proc., § 1166.)

f. (For residential property) A copy of the written agreement is not attached because (specify reason):

- (1) the written agreement is not in the possession of the landlord or the landlord's employees or agents.
- (2) this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. a. Defendant (name each): SHARON BRIDGEWATER

was served the following notice on the same date and in the same manner:

(1) <input type="checkbox"/> 3-day notice to pay rent or quit	(4) <input type="checkbox"/> 3-day notice to perform covenants or quit
(2) <input type="checkbox"/> 30-day notice to quit	(5) <input type="checkbox"/> 3-day notice to quit
(3) <input type="checkbox"/> 60-day notice to quit	(6) <input checked="" type="checkbox"/> Other (specify): 5 DAY PAY/QUIT

b. (1) On (date): 4/17/2006

the period stated in the notice expired at the end of the day.

(2) Defendants failed to comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. The notice included an election of forfeiture.

e. A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1165.)

f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment Bc. (Check Item 6c and attach a statement providing the information required by Items 7a-e and 8 for each defendant.)

8. a. The notice in Item 7a was served on the defendant named in Item 7a as follows:

- (1) by personally handing a copy to defendant on (date): 4/12/2006
- (2) by leaving a copy with (name or description): a person of suitable age and discretion, on (date): at defendant's residence. business AND mailing a copy to defendant at defendant's place of residence on (date): because defendant cannot be found at defendant's residence or usual place of business.
- (3) by posting a copy on the premises on (date): AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (date): (a) because defendant's residence and usual place of business cannot be ascertained OR (b) because no person of suitable age or discretion can be found there.
- (4) (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered mail addressed to defendant on (date):
- (5) (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written commercial lease between the parties.

b. (Name):

was served on behalf of all defendants who signed a joint written rental agreement.

c. Information about service of notice on the defendants alleged in Item 7f is stated in Attachment Bc.

d. Proof of service of the notice in Item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): HAYES VALID LIMITED PARTNERSHIP	CASE NUMBER:
DEFENDANT (Name): SHARON BRIDGEWATER	

9. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
 10. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ 749.00.
 11. The fair rental value of the premises is \$ 3,511 per day.
 12. Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
 13. A written agreement between the parties provides for attorney fees.
 14. Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

15. Other allegations are stated in Attachment 15.
 16. Plaintiff accepts the jurisdictional limit, if any, of the court.
 17. PLAINTIFF REQUESTS:

- possession of the premises.
- costs incurred in this proceeding.
- past-due rent of \$ 749.00
- reasonable attorney fees.
- Forfeiture of the agreement.
- damages at the rate stated in Item 11 from (date): 4/1/2006 for each day that defendants remain in possession through entry of judgment.
- statutory damages up to \$600 for the conduct alleged in Item 12.
- other (specify):

18. Number of pages attached (specify): FOUR

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

19. (Complete in all cases.) An unlawful detainer assistant did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state):

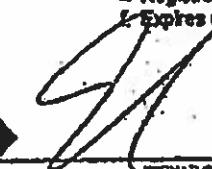
a. Assistant's name:
 b. Street address, city, and zip code:

c. Telephone No.:
 d. County of registration:
 e. Registration No.:
 f. Expires on (date):

Date: 4/20/2006

SHAWN BANKSON

(TYPE OR PRINT NAME)

 SIGNATURE OF PLAINTIFF OR ATTORNEY

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)
 I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME)

 SIGNATURE OF PLAINTIFF

2
3
VERIFICATION
4

5 I, the undersigned, say;
6

7 That I am the attorney for Plaintiff in this action; the Plaintiff is absent from the County
8 of Alameda, California, where I have my office, and I make this verification for and on behalf of
9 the party for that reason; and, it is impractical to obtain the signature of the Plaintiff in that this is
10 a summary proceeding, and time of the essence in this matter. I read the above Complaint for
11 Unlawful Detainer and know its contents. I am informed and believe, and on those grounds,
12 allege that the matters stated in it are true.

13 Executed on April 20, 2006 at Pleasanton, California. I declare under penalty of perjury
14 that the foregoing is true and correct.



15 KIMBALL, TREY & ST. JOHN
16 Attorney for Plaintiff
17 By: SHAWN K. BANKSON
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EXH-5

1 Shawn K. Bankson SBN 223638
2 KIMBALL, TIREY & ST. JOHN
3 5994 W. Las Positas Blvd., #219
4 Pleasanton, Ca 94588
(800) 525-1690
(800) 281-1911 (fax)

ENDORSED
FILED
San Francisco County Superior Court

MAY 11 2006

GORDON PARK-LI, Clerk
By: RONNIE OTERO
Deputy Clerk

5 Attorney for Plaintiff
6 Hayes Valley Limited Partnership

7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9
10 COUNTY OF SAN FRANCISCO

11

12 HAYES VALLEY LIMITED PARTNERSHIP

Plaintiff,

13 Vs.

14

15 SHARON BRIDgewater

Defendant(s)

16

17 DOES 1 TO 10 INCLUSIVE

18

19 Case No.: CWD-06-617995

20

21 STIPULATION FOR ENTRY OF JUDGMENT
22 DISMISSAL; ORDER THEREON

23

24 IT IS SO STIPULATED by and between the parties hereto through Plaintiff's counsel, Kimball,
25 Tirey & St. John; Plaintiff, Hayes Valley Limited Partnership, and Defendant Sharon
26 Bridgewater that Judgment in the above-entitled action will be entered as follows should
27 Defendant fail to comply with any terms of this stipulation. Should Defendant fully and
28 voluntarily comply with all terms stipulated herein, Plaintiff agrees to dismiss this action with
prejudice pursuant to Paragraph 10, below:

1. Defendant to remain in possession of the premises located at 427 Page Street,
San Francisco CA 94102, provided that Defendant complies with all terms stipulated herein.

- 1 513. Plaintiff realleges paragraphs 169 through 171 in this 22nd cause of action for
- 2 Punitive damages.
- 3 514. Plaintiff realleges paragraphs 184 through 190 in this 22nd cause of action for
- 4 Punitive damages.
- 5 515. Plaintiff realleges paragraphs 201 through 205 in this 22nd cause of action for
- 6 Punitive damages.
- 7 516. Plaintiff realleges paragraphs 217 through 223 in this 22nd cause of action for
- 8 Punitive damages.
- 9 517. Plaintiff realleges paragraphs 236 through 241 in this 22nd cause of action for
- 10 Punitive damages.
- 11 518. Plaintiff realleges paragraphs 254 through 263 in this 22nd cause of action for
- 12 Punitive damages.
- 13 519. Plaintiff realleges paragraph 300 in this 22nd cause of action for
- 14 Punitive damages.
- 15 520. Plaintiff realleges paragraphs 317 through 328 in this 22nd cause of action for
- 16 Punitive damages.
- 17 521. Plaintiff realleges paragraphs 346 through 368 in this 22nd cause of action for
- 18 Punitive damages.
- 19 522. Plaintiff realleges paragraphs 387 through 392 in this 22nd cause of action for
- 20 Punitive damages.
- 21 523. Plaintiff realleges paragraphs 413 through 431 in this 22nd cause of action for
- 22 Punitive damages.
- 23 524. At all times mentioned herein Defendants Shawn Bankson, and Jane Creason as well as the

1 2. The rental agreement/lease under which Defendant holds possession of said
2 property is not forfeited unless Defendant fails to comply with any term stipulated herein.

3 3. Plaintiff is awarded \$1,499.00 as principal, \$595.00 as attorneys fees and
4 \$580.00 as court costs. Said principal, attorneys fees and court costs, totaling \$2,674.00, will
5 be paid by Defendant to Plaintiff via cashier's check or money order as follows:

6 a. \$836.00 at the signing of this stipulation.

7 b. \$100.00 on or before the fifth day of each month, beginning on June 5,
8 2006, and continuing every month thereafter until the balance is paid in
9 full. The final payment of \$38.00 will be due on or before November 5,
10 2007.

11 Any payment received in any given month will be first applied to the rent due for the
12 current month and then to any stipulated payment.

13 4. Defendant expressly waives any and all rights to a noticed motion and/or right to
14 a hearing on the entry of a judgment pursuant to this stipulation.

15 5. Should Defendant be required to surrender possession of the subject property in
16 relation to this stipulation, Defendant expressly agrees to leave the premises in good repair
17 and clean condition according to California law.

18 6. Defendant's security deposit will be accounted for according to California law.

19 7. Beginning on June 1, 2006, rent will be due as stated in the Lease Agreement
20 between the parties.

21 8. This stipulation shall be dispositive of all issues raised in Plaintiff's Complaint and
22 all affirmative defenses which could have been raised in Defendant's Answer, and shall be
23 considered res judicata in any further proceeding initiated by either party.

24 9. The parties stipulate that facsimile signatures shall be deemed originals, per
25 California Rules of Court, Rule 2007(d), and that this Stipulation may be executed in
26 counterparts as circumstances require and shall be deemed fully enforceable upon execution
27 of all parties hereto.

1 10. Defendant agrees that if Defendant fails to timely comply with any term or
2 condition of the stipulation, the lock-out date and the payments shall be accelerated without a
3 hearing. If Defendant is granted any hearing, the only issue to be decided by the Court shall
4 be the timeliness of payments scheduled in Paragraph 3 of this stipulation. Time is of the
5 essence. Non-compliance with this agreement will be evidenced by *ex parte* written
6 declaration by Plaintiff's attorney. Upon any non-compliance with any term of this stipulation,
7 Plaintiff may request that this court issue judgment for Plaintiff for possession of the premises,
8 forfeiture of any rental agreement, writs of possession to be issued and immediately enforced,
9 and for the entire unpaid balance which shall become immediately due. Failure to comply
10 includes failure to make any portion of any stipulated payment. Upon Defendant's full and
11 voluntary compliance with all terms stipulated herein, Plaintiff will cause this matter to be
12 dismissed with prejudice within ten (10) days of Defendant's full compliance.

13 11. As consideration for this agreement, Defendant hereby waives her right to seek
14 any stay of this proceeding in this or any other court, state or federal.

15 //

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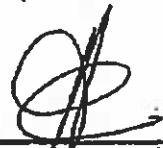
26 //

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28 //

1 12. Each signatory hereto represents that they have the express authority from the
2 party they represent to sign for and bind that party to the terms herein.

3 Dated: 6/3/06



4
5 Hayes Valley Limited Partnership
6 Plaintiff
7 By: Hasinah Rahim,
8 Authorized Agent for Plaintiff

9 Dated: 5/3/06

10 
11 Sharon Bridgewater
12 Defendant

13 Approved as to form and content:

14 Dated: 5/4/06



15 Shawn K. Bankson SBN 223638
16 KIMBALL, TIREY & ST. JOHN
17 Attorneys for Plaintiff

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STIPULATION FOR ENTRY OF JUDGMENT; ORDER THEREON

ExH-4

NOTICE TO PAY RENT OR QUIT

To: **Sharon Bridgewater**

AND ALL OTHERS IN POSSESSION:

WITHIN FIVE DAYS, after the service on you of this notice, you are hereby required to pay the delinquent rent of the premises herein after described, of which you now hold possession as follows:

\$78.00	From	November 1, 2007	Through	November 30, 2007
\$78.00	From	October 1, 2007	Through	October 31, 2007
\$78.00	From	September 1, 2007	Through	September 30, 2007
\$78.00	From	August 1, 2007	Through	August 31, 2007
\$78.00	From	July 1, 2007	Through	July 31, 2007

Or you are hereby required to deliver up possession of the hereinafter described premises, with five days after service on you of the notice, to **HAYES VALLEY LIMITED PARTNERSHIP** ("owner"), who/which is authorized to receive the same, or legal proceedings will be instituted against you to declare the forfeiture of the lease or rental agreement under which you occupy the herein below described property and to recover possession of said premises, to recover all rent past due, to recover court cost, attorney fees as permitted by law, and possible additional statutory damages of up to **SIX HUNDRED DOLLARS (\$600.00)** in accordance with California Code of Civil Procedure Section 1174(b), as a result of your failure to comply with the terms of this notice.

The premises herein referred to is situated in the City of **SAN FRANCISCO**, County of **SAN FRANCISCO**, State of California, designated by the number and street as **656 Fell Street 94102**

You are further notified that should you fail to remit the above-demanded rent or surrender possession of the above-described premises, the undersigned does elect to declare the forfeiture of your lease or rental agreement under which you hold possession of the above-described premises.

Payment must be made to the owner/agent at the following address: **401 ROSE STREET SAN FRANCISCO, CA 94102**

Telephone number for the above-address: **415-487-1218**

Payments made in person shall be delivered to owner/agent between the hours 9:00 am-4:00 pm on the following days of the week: Monday through Friday. Payments may also be made by appointment only on Saturday and Sunday.

You may make such reply as you wish. You have the right to examine Lessor documents directly relevant to the lease termination.

You have a right to a grievance hearing in this matter. You must within five (5) days meet and discuss with the landlord this notice and the proposed termination of tenancy. Advice regarding this notice is available from the San Francisco Rent Stabilization and Arbitration Board located at 25 Van Ness Street, Suite 320, San Francisco, CA 94102 on Monday through Friday from 8:00 am 5:00 pm and via telephone at 425-252-4600.

Dated: November 12, 2007

By:



Hasinah Rahim, General Manager
McCormack Baron Ragan for Hayes Valley
Apartments

EXH. 7

1 Shawn Bankson, Bar #223638
2 KIMBALL, TIREY & ST.JOHN
3 5994 W. Las Positas Blvd., #219
Pleasanton, CA 94588-8525
(925) 469-1690

4 Attorney for Plaintiff

FILED
San Francisco County Superior Court

NOV 9 6 2007

GORDON PARK-LI, Clerk

BY: *[Signature]* Deputy Clerk

5
6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
7
8 COUNTY OF SAN FRANCISCO, SAN FRANCISCO JUDICIAL DISTRICT
9
10 HAYES VALLEY LIMITED PARTNERSHIP) Case No.: CUD-06-617995
11 Plaintiff,) DECLARATION OF NON-COMPLIANCE;
12 vs.) JUDGMENT THEREON; AND ORDER
13 SHARON BRIDGEWATER
14 Defendant)
15
16 DOES 1 TO 10 INCLUSIVE
17
18 The undersigned declares as follows:
19
20 1. I am the Attorney for Plaintiff in the above-entitled action.
21
22 2. A Stipulation for Entry of Judgment was entered by the Plaintiff's counsel
23 KIMBALL, TIREY & ST. JOHN and Defendant SHARON BRIDGEWATER.
24
25 Said Stipulation stated Defendant was to remain in the premises located at 427 Page
Street, San Francisco, California 94102 provided she complied with all of the terms
in the Stipulation.
26
27 3. Plaintiff was awarded \$1,499.00 as principal, \$595.00 as attorney's fees and
\$580.00 as court costs for a total of \$2,674.00. Defendant agreed to pay Plaintiff as
follows:
28
29 a) \$836.00 upon signing the Stipulation.
30
31 b) \$100.00 on or before the 5th of each month, beginning on June 5, 2006,
32 and was to continue each month until the balance was paid in full. The

1 final payment would have been for \$38.00 due on or before November 5,
2 2007.

3 Any payment received in any given month would first be applied to the rent due
4 for that current month and then would have been applied towards the stipulated
5 payment.

6 4. In the event the Defendant failed to make any Stipulation payment, Plaintiff would
7 submit a declaration of non-compliance with the court and request entry of judgment
8 for possession of the premises and a writ for possession would issue immediately.

9 5. Defendant waived any and all rights to a noticed motion and/or right to a hearing on
10 the entry of judgment pursuant to the Stipulation.

11 6. Defendant agreed to leave the premises in good repair and clean condition according
12 to California law.

13 7. No further stays would be requested or granted.

14 8. If the Defendant complied with the terms of the Stipulation, Plaintiff would have
15 dismissed this matter with prejudice.

16 9. Plaintiff acknowledges that the Defendant paid a total of \$2,036.00 towards the
17 Stipulation.

18 10. I have been informed by my client that the Defendant failed to comply with said
19 Stipulation as follows: Defendant failed to pay \$100.00 on or before June 5, 2007 and
20 no further payments have been made.

21 11. THEREFORE, Plaintiff requests judgment be entered pursuant to the Stipulation.
22 Plaintiff requests to have Judgment entered for \$2,674.00 minus payments of
23 \$2,036.00 for a total judgment in the amount of \$638.00 and possession of the
24 property located at 427 Page Street, San Francisco, California 94102 and a writ of
25 possession to be issued immediately.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct dated this 20th day of November, 2007.
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KIMBALL, TIREY & ST. JOHN
Attorney for Plaintiff
By: Shawn Bankson

EXH. 8

07-34919-2
FOR EQUITY/CLERK

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number and address): SHAWN BANKSON SHAWN BANKSON, BAR #223638 KIMBALL, TIREY & ST. JOHN 5994 W. LAS POSITAS BOULEVARD #219 PLEASANTON, CA 94588 TELEPHONE NO. 800-525-1690 FAX NO. (Optional) E-MAIL ADDRESSES (Optional): ATTORNEY FOR (Name): <input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSESSOR OF RECORD		FILED <i>San Francisco County Superior Court</i> JAN 30 2008 GORDON PARK-LI, Clerk BY: <i>[Signature]</i> <i>Deputy Clerk</i>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO COUNTY OF SAN FRANCISCO 400 McAllister, 1st Floor San Francisco, California 94102 Limited Civil Jurisdiction			
PLAINTIFF: HAYES VALLEY LIMITED PARTNERSHIP DEFENDANT: SHARON BRIDGEWATER			
WRIT OF	<input type="checkbox"/> EXECUTION (Money Judgment) <input checked="" type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input checked="" type="checkbox"/> Real Property	CASE NUMBER: CUD-06-617995	

1. To the Sheriff or Marshal of the County of: SAN FRANCISCO

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accord with CCP 689.080 or CCP 715.040.

3. (Name): HAYES VALLEY LIMITED PARTNERSHIP

is the Judgment creditor assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name and last known address):

SHARON BRIDGEWATER
 427 PAGE STREET
 SAN FRANCISCO, CA 94102

9. See next page for information on real or personal property to be delivered under a writ of possession or sold under a writ of sale.

10. This writ is issued on a sister-state judgment.

11. Total Judgment \$ 0.00

12. Costs after judgment (per filed order or memo CCP 685.080) \$ 0.00

13. Subtotal (add 11 and 12) \$ 0.00

14. Credits \$ 0.00

15. Subtotal (subtract 14 from 13) \$ 0.00

16. Interest after judgment (per filed affidavit CCP 685.050) (not on GC 6103.5 fees) \$ 0.00

17. Fee for issuance of writ \$ 15.00

18. Total (add 15, 16, and 17) \$ 15.00

19. Levying officer:

(a) Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) of \$ 0.00

(b) Pay directly to court costs included in

11 and 17 (GC 6103.5, 68511.3; CCP 699.520(l)) \$ 0.00

20. The amounts called for in items 11-19 are different for each debtor.

These amounts are stated for each debtor on Attachment 20.

Additional Judgment debtors on next page

5. Judgment entered on (date): 12/19/2007

6. Judgment renewed on (dates):

7. Notice of sale under this writ

- a. has not been requested.
- b. has been requested (see next page).

8. Joint debtor information on next page.

(SEAL)



Issued on (date): DEC 9 2007

GORDON PARK-LI

Clerk, *[Signature]* CAROLYN BAKER, Deputy

NOTICE TO PERSON SERVED: SEE NEXT PAGE FOR IMPORTANT INFORMATION.

WRIT OF EXECUTION Legal
Solutions
LLC Plus

ATTORNEY, ATTORNEYS AND ATTACHMENT:	TELEPHONE NO.:	LEVYING OFFICER (NAME AND ADDRESS):
Kimball, Tirey & St. John 5994 W. Las Positas Blvd., #219 Pleasanton, CA 94588		County of San Francisco San Francisco Sheriff Civil Section 1 Dr. Carlton B. Goodlett PL Rm 456 Civil Division San Francisco, CA 94102 (415) 554-7235
NAME OF COURT, JUDICIAL DISTRICT OR BRANCH COURT, IF ANY:		
San Francisco - Superior Court 400 McAllister Street San Francisco, CA 94102		
PLAINTIFF:	Hayes Valley Ltd. Partnership	LEVYING OFFICER FILE NO.:
DEFENDANT:	Sharon Bridgewater	COURT CASE NO.:
	Return on Writ of Possession	2007349192 CUD06617995

I, Michael Hennessey, Sheriff, County of San Francisco, State of California, hereby certify that I received the annexed writ on 12/24/2007, and that the herein defendant(s):

Sharon Bridgewater

427 Page Street
San Francisco, CA 94102

Was/were served with a notice to surrender the premises with five (5) days or I would proceed to enforce said writ. My proceedings under the writ, and the return there on, are those as indicated below:

Copy of Notice posted at premises on 12/26/2007
Copy of Notice mailed to defendant(s) on 12/26/2007

I served the same by placing the plaintiff in quiet and peaceful possession of the premises on 1/16/2008. I returned said writ fully satisfied as to plaintiff's possession only and with accrued costs of \$75.00.

Michael Hennessey, Sheriff
County of San Francisco
State of California

Executed: January 16, 2008

By: S. D. Gogus #722
Sheriff's Authorized Agent

Return on Writ of Possession
Original

160455

1 Shawn Bankson, Bar #223638
2 KIMBALL, TIREY & ST.JOHN
3 5994 W. Las Positas Blvd., #219
Pleasanton, CA 94588
(925) 469-1690

4 Attorney for Plaintiff

FILED
San Francisco County Superior Court

DEC 19 2007

GORDON PARK-LI, Clerk
By R. Probst
Deputy Clerk

IMAGED

DEC 19 2007

SUPERIOR COURT OF CALIFORNIA

SAN FRANCISCO COUNTY, SAN FRANCISCO JUDICIAL DISTRICT

9 HAYES VALLEY LIMITED PARTNERSHIP) Case No. CUD-06-617995

10 Plaintiff,

JUDGMENT PURSUANT TO
STIPULATION IN UNLAWFUL DETAINER

11 vs.

12 SHARON BRIDGEWATER

13 Defendant

14
15 THE COURT, having considered the stipulation between the parties and Declaration of
16 Non-Compliance submitted herewith, being fully advised, and GOOD CAUSE APPEARING:

1. Judgment is entered against Defendant, SHARON BRIDGEWATER, for total
judgment \$638.00 pursuant to stipulation.
2. Judgment is also entered for restitution and possession of the premises located at 427
Page Street, San Francisco, California 94102.

23 Dated: 12/17/07

David L. Ballati
Presiding Judge

24 David L. Ballati
25 JUDGE OF THE SUPERIOR COURT

26 Date entered DEC 19 2007

27 Clerk of the Superior Court,

28 By R. Probst

Deputy

JUDGMENT - 1

EXH-9

9
I M A G E D
JAN 25 2008

1 Name: Sharon Bridgewater
2 Address: 427 Page St., San Francisco, CA, 94102
3 Phone #: 415-573-7992

FILED
San Francisco County Superior Court

JAN 22 2008

5 SUPERIOR COURT OF THE STATE OF CALIFORNIA
6 COUNTY OF SAN FRANCISCO

GORDON PARK-LI, Clerk
BY: _____ Deputy Clerk

8 Hayes Valley Apartments

9 Plaintiff,

10 vs.

11 Sharon Bridgewater

12 Defendant,

) Case No.: CIVL-06-617995
) ORDER GRANTING MOTION TO VACATE
) JUDGMENT
)
) Date: 1-²²₁₅-08
) Time: 9:30 a.m.
) Dept: 301

13
14 This matter came before the court on 1-²²₁₅-08. Upon
15 considering the arguments and evidence presented, good cause appearing
16 thereon, the Court finds that the judgment entered on 12-19-⁰⁷₀₈ is hereby vacated.
17

PJG

18 IT IS SO ORDERED.

19
20 Date: 1/22/08

21 Judge of the Superior Court

22 PETER J. BUSCH