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FEB 18 2010

*by*  
RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

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Sharon Bridgewater  
2 12070 W. Outer Drive  
Detroit, MI  
3 In Pro Se

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UNITED STATES DISTRICT COURT FOR  
6 NORTHERN DISTRICT OF CALIFORNIA

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9

10 Sharon Bridgewater,

11

Plaintiff,

12

Vs.

13

Hayes Valley Limited Partnership, (AKA,  
14 Hayes Valley Apartments II L.P.),  
McCormack Baron Ragan Management  
15 Services Inc., MBA Urban Development Co.,  
The Related Companies of California, Inc.,  
16 Sunamerica Affordable Housing Partnership  
17 Inc., and Does 1 through 50 inclusive.

18

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Defendants,

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CASE No. CV-

10-00703

JCS

ADR

VERIFIED COMPLAINT FOR  
MONETARY DAMAGES AND  
INJUNCTIVE RELIEF

VERIFIED COMPLAINT FOR  
MONETARY DAMAGES AND INJUNCTIVE RELIEF

GO 44 SEC. N  
26 NOTICE OF ASSIGNMENT  
27 TO MAGISTRATE JUDGE SENT

Verified Complaint for Monetary Damages and Injunctive Relief

## JURISDICTION

1. Pursuant to 28 U.S.C. § 1331 at least one of the Plaintiff claim arises under the laws, Constitution of the United States of America.
2. The jurisdiction of this Court is invoked pursuant to for conspiracy to violate of Plaintiff's 5<sup>th</sup> and 14<sup>th</sup> amendment Constitutional due process(civil rights) and discrimination against the Plaintiff.
3. The jurisdiction of this Court is invoked pursuant to diversity Jurisdiction.
4. This Court has supplemental jurisdiction over state causes of action pursuant to 28 U.S.C. §1337, as claims so related to other issues in the action that they form part of the controversy.
5. The damages are in excess of \$75,000.00.

## **INSTRADISTRICT ASSIGNMENT**

The incident took place in the City of San Francisco, State of California

## **DEFENDANTS**

1. The defendants Hayes Valley Limited Partnership and their Partners are developers, financers and Managers of commerical and residential real estate development.
2. Hayes Valley Limited Partnership business is incorporated in California, their principle place of business is in California and their citizenship is in California.
2. The defendants developed Hayes Valley which is a housing facility located in San Fransico.
3. The defendants Manage properties similar to Hayes Valley throughout america.
4. McCormack Baron Ragan Management Services Inc., is the Management company for Hayes Valley Limited Partnership and they are incorporated in Missouri, and their principle place of business is in Missouri and their citizenship is in Missouri.
5. The Defendants MBA Urban Development Co Inc., is a general partner of Hayes Valley Limited Partnerhsip and they are incorporated in Missouri and their principle place of business is in Missouri and their citizenship is in Missouri.
6. The Related Companies of California, Inc. is a general partner of Hayes Valley Limited Partnership, and they are incorporated in the State of California, and their principle place of business in California and their citizenship is in the state of California.
7. Sunamerica Affordable Housing Partnership Inc., is a limited partner of Hayes Valley Limited Partnership, and they are incorporated in the State of California, and their principle place of business in the State of California, and there citizenship is in the State of California.

## Verified Complaint for Monetary Damages and Injunction

- 1 8. Defendants McCormack Baron Ragan Management Service Inc. and MBA Urban
- 2 Development Co. Inc., are so intertwined with joint directors. In reality the very same
- 3 entity as they have the same parties involved in each limited partnership and involved in
- 4 the day to day management of the rental unit involved in this case.
- 5
- 6 9. At all times mentioned herein, Hayes Valley Limited Partnership and Hayes Valley
- 7 Apartment II LP was registered with the California Corporations division was conducting
- 8 business under two or more different names.
- 9
- 10 12. The agents, servants, employees were acting in the scope of their performance of duties
- 11 and acting under, in concert with the defendants.
- 12
- 13 13. The Managing Agent(Property Manager for Hayes Valley) exercised independent
- 14 authority and judgment in the corporate decisions.
- 15
- 16 14. The Defendants, at all times mentioned herein, were collecting rents and were not
- 17 licensed to collect rents as required by the California Department of Real Estate in
- 18 violation of California Business and Professional Code § 10131(b)
- 19
- 20 15. Plaintiff does not know the true names and capacities of defendants Does 1 through 50
- 21 inclusive and needs to obtain said information through discovery.
- 22
- 23 16. The defendants may be served through agent for service of process on its process server
- 24 through C T Corporations Systems 818 W. Seventh Street, Los Angeles, CA 90017
- 25
- 26 17. The defendants Managing Apartment Agent may be served at 401 Rose Street, San
- 27 Fransico, CA 94102.
- 28

Verified Complaint for Monetary Damages and Injunction

**PLAINTIFF**

18. Plaintiff was born and raised in Saginaw, Michigan, and her citizenship is in Detroit, Michigan.
19. Plaintiff obtained a Bachelor of Art Degree from the University of Michigan (see exhibit / )
20. Plaintiff at all times mentioned was diagnosed with a mental disability and as is "legally" mentally disabled as defined by the Social Security Administration and under "legal disability."
21. Plaintiff at all times was on the and on the "verge" of complete rehabilitation from her mental disability at the time of the incident.
22. Plaintiff and was working to obtain the Master Degree at the University of Maryland(on-line) at the time of the incident.
23. At all times mentioned herein Plaintiff was a tenant in lawful, peaceful possession of a rental unit at Hayes Valley Apartment from Jan. 2005 thru May 2008.
24. Plaintiff had just started a Real Estate Investment/Solar Energy Company had received "promising Investment Partners" with promises from Investments Partners in excess two million dollars for corporate purposes.
25. The defendant's actions caused a collapse of Plaintiff's emotional stability and to return to disability status of being emotionally and mentally disabled.

## Verified Complaint for Monetary Damages and Injunction

1 25. Plaintiff lost her newly started business, and has been unable to maintain a business due  
2 to her relapse of disability brought on by the defendants' oppressive and malicious  
3 conduct.  
4

5 26. Has been unable to complete her Master degree and dismissed from the MBA program.  
6 (see exhibit 2 )due to the fraudulent, oppressive, malicious conduct of the defendants.  
7

8 27. Plaintiff was displaced and unable to find adequate housing due to the Plaintiff's entry to  
9 a data base, labeled as a "negative-bad" "non-paying tenant" due to the malicious  
10 conduct of the defendants.  
11

12 28. Plaintiff, after displacement was without normal housing until June 2009.  
13

14 29. Plaintiff has been under a doctor's care since the incident.  
15

16 30. Plaintiff has a permanent left foot injury occurring upon the eviction and a  
17 right knee and right leg impairment, all of which is a direct result of the unexpected and  
18 unwanted involuntary displacement.  
19

20 **INTRODUCTION**  
21

22 1. This complaint stems from the defendants unlawfully and illegally obtaining possession  
23 of the Plaintiff apartment without due process of law .  
24

25 2. The defendants were to comply with California State laws, regarding termination of  
26 tenancy of Plaintiff tenancy. The defendant's breached their lease agreement and failed to  
27 provide Plaintiff notice of an increase of rent. The defendants then terminated Plaintiff  
28 tenancy without notice of termination as required by California State law. The  
defendants deprived Plaintiff property without due process of law and violated Plaintiff  
civil rights.

Verified Complaint for Monetary Damages and Injunction

1  
2  
3 **Predicates and Background to this complaint**  
4  
5

6 At all times mentioned, HVLP were at all times violating State laws and operating their  
7 business illegally. HVLP were collecting rents(not license to collect rents), in violation of  
8 Business and Professional Code section 10131(b) since the commencement of their business in  
9 1997.  
10

11 HVLP were serving their tenants with "improper" notices to pay rent or quit in violation  
12 California Civil Procedure 1161, and were at all times accepting rents after the service of a  
13 notice; which is a waiver of the notice(a collateral estoppel) and prohibits an eviction; thus, the  
14 defendants never met the pre-requisites Statutory requirement to file unlawful detainer lawsuits  
15 in the Superior Court of California and were unlawfully and illegally evicting tenants without  
16 due process of law.  
17

18 Plaintiff herein mentioned at all times was a "victim," of said illegal and unlawful  
19 evictions by the defendants.  
20

21 Plaintiff was in peaceful, lawful possession of the premises, the defendants  
22 discriminated against Plaintiff, increased Plaintiff rent to an "impossible" amount a person on  
23 fixed income could not afford without notice of increase in rent and terminated plaintiff's  
24 tenancy without notice and/or due process of law and forced Plaintiff to vacate the apartment and  
25 violated Plaintiff(due process) civil rights.  
26  
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Verified Complaint for Monetary Damages and Injunction

1  
2 **STANDARD OF REVIEW**  
3  
4

5 1. Unlawful Detainer are summary proceedings and requires strict compliance with  
6 California law in obtaining possession of the premises.  
7  
8 2. Plaintiff became homeless and displaced, lived in countless homeless shelter  
9 (see exhibit 3) for well over a year and just obtain normal housing in June 2009.  
10  
11 3. Plaintiff was and is under “legal” mental disability and was mentally incompetent due  
12 to the malicious conduct of the defendants.  
13  
14 4. Plaintiff seeks to toll the statue of limitations on any claim of relief that applies because  
15 of her “legal” disability.  
16  
17 5. Plaintiff has filed a complaint with the Department of Justice(FBI), for violation of  
18 Plaintiff civil rights.  
19  
20 6. Plaintiff also filed a complaint with HUD, and due to the malicious conduct of the  
21 defendants violating Plaintiff civil rights and forcing Plaintiff out of her residence  
22 Plaintiff was homeless, displaced, was “lacked the mental capacity” to file the complaint  
23 in a timely manner.  
24  
25 7. A Summary judgment may be granted if “the pleadings, and the materials on file, and  
26 any affidavits [or declarations] show that there is no genuine issue as to any material fact  
27 and that the movant is entitled to judgment as a matter of law.” Fed R. Civil P.56(c)  
28

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**STATEMENT OF FACTS AND SEQUENTIAL EVENTS**  
6

7 During **Christmas 2007/New Year 2008** Plaintiff received an **“unexpected”** writ for  
8 possession posted on her front door. **Plaintiff was evicted and deprived property without**  
9 **due process of law,** (see exhibit 4 )  
10

11 Plaintiff under great emotional and mental distressed found a new apartment and moved  
12 into her new apartment on Oakdale Street, in San Fransico, CA(as a result of the unexpected writ  
13 posted on her front door, a the pressure of and moving without any money, on such short notice  
14 plaintiff broke her foot)(see exhibit 5 )  
15

16 Plaintiff, applied for “legal and financial help” at various community organizations.  
17 On or about Jan. 7, 2008 upon receiving legal help at a local community agency, a legal advocate  
18 obtained Bridgewater court files and **[discovered]** (1) the defendants “nearly two years prior”  
19 issued <sup>AN</sup> improper notice to pay rent or quit in violation of California Civil Procedure  
20 1161,(see exhibit 6 ) (2) filed an unlawful detainer lawsuit for possession of the apartment in  
21 Superior Court of San Fransico(did not meet the pre-requisite requirement of a service of a  
22 “proper” notice to pay rent or quit to filed the unlawful detainer,(see exhibit 6 ) (3) **accepted**  
23 **over and beyond rents as demanded pursuant to the unlawful detainer lawsuit filed.**  
24  
25 **(see exhibit 1 ) (undisputed facts and rental ledger)**  
26  
27  
28

Verified Complaint for Monetary Damages and Injunctive Relief

1 Plaintiff immediately petitioned the court and received a [vacated] Judgment by a Superior  
 2 Court Judge.(see exhibit 6) The case required an immediate dismissal.

3 Plaintiff then received a visit at her new apartment on Oakdale Street, San Fransico, CA  
 4 from her section 8 worker. Plaintiff section 8 worker informed Bridgewater that because she had  
 5 **exercised her legal right and obtained a vacated Judgment** the defendants would not release  
 6 her section 8 rental payment voucher to her new apartment on Oakdale Street, San Fransico.  
 7 Plaintiff's section 8 worker instructed Bridgewater to move out of newly found apartment on  
 8 Oakdale Street back to Hayes Valley.

9  
 10 Plaintiff had to "unexpectedly" moved out of her newly found apartment on Oakdale  
 11 Street, San Fransico, CA back into Hayes Valley Apartments(old apartment).

12  
 13 The defendants then [disregarded] the vacated Judgment and continued to pursue the  
 14 case to gain possession of the apartment.

15  
 16 On Feb. 19, 2008, at trial, during the manadatory settlement conference the defendants  
 17 The defendants breached the lease agreement, discriminated against Bridgewater and increased  
 18 maliciously increased Plaintiff rent in excess of \$2,000.00, a person on a "fixed" income could  
 19 not afford and without any prior notice of rent increase as required by law and afforded to  
 20 other tenants. (see exhibit #2)  
 21

22 The defendants then terminated Plaintiff's tenancy without any prior notice of termination  
 23 of tenancy as required by law, and afforded to other tenants, forced Plaintiff to vacate the  
 24 premises and violated Bridgewater's 5<sup>th</sup> and 14<sup>th</sup> amendment due process(civil) rights as secured  
 25 by the United States Constitution.

26 Plaintiff was under so much emotional, and mental distress(insanity from having to  
 27 unexpectedly move without money in such short period of time-on a broken foot & crutches, in

28  
 Verified Complaint for Monetary Damages and Injunctive Relief

1 freezing cold rain, of which both apartments was second story floors) and was render homeless  
2 and displaced(see exhibit 62 and just obtained stable housing in June 2009.  
3

4 The Stipulated Judgment for possession of the premises obtained by the defendants was in  
5 complicity and in conspiracy with the defendants attorney and contained a statement, "Each  
6 signatory hereto represents that they have the expressed authority from the party they represent  
7 to sign for and bind that party to the terms herein." (see exhibit # 9 - PAGE 2 # 14  
8 )

9 **FIRST CLAIM FOR RELIEF FOR MALICIOUS PROSECUTION  
10 AGAINST ALL DEFENDANTS AND DOES 1 THRU 50 INCLUSIVE**

11

12 1. Plaintiff was peaceful, lawful, quiet possession of the premises.

13 2. The defendants obtained a Judgment for possession of Plaintiff apartment and illegally and  
14 wrongful evicted Plaintiff pending Christmas/New Years. A Superior Court Judge  
15 vacated the Judgment for possession of premises obtained by the defendants.

16 3. On Feb. 19, 2008, the defendants then breached the Hayes Valley residential lease  
17 agreement, discriminated against the Plaintiff, and maliciously increased her rent in  
18 excess of \$2,000.00, in an amount a person on a fixed income could not afford, without a  
19 30 day notice of increase and as afford to other tenants.

20 4. The defendants then terminated Plaintiff tenancy without notice of termination of  
21 tenancy as required by law and as afforded to other tenants.

22 5. Plaintiff was forced to move from the premises and deprived property without due  
23 process of law and Plaintiff "due process" civil rights were violated. The defendants  
24 maliciously prosecuted Plaintiff "without probable cause."

25

26

27

28

Verified Complaint for Monetary Damages and Injunction

1

2 6. The defendants intended, willfully and knowingly committed and malicious prosecution

3 to gain possession of the apartment.

4

5 7. The defendant's actions constitute malicious prosecution and proximately caused

6 Bridgewater damage. *broke her foot*

7 8. Bridgewater has been harmed by the defendant's actions and has damages.

8 7. Bridgewater is entitled to compensatory, special, statutory damages.

9

10 8. The defendants in acting with malice, oppression and reckless disregard are liable to

11 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to

12 CCP § 3294 ( c )

13

14 9. Plaintiff request an award of punitive damages according to proof at trial.

15

16

17

18 **SECOND CLAIM FOR RELIEF**

19 **WRONGFUL EVICTION**

20 **AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive.**

21

22 22. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

23 23. Bridgewater was in peaceful, lawful possession of the rental unit and had a right to

24 maintain and retain her tenancy. Bridgewater at all times had a valid lease agreement

25 contract with the defendants.

26

27

28

Verified Complaint for Monetary Damages and Injunction

1 24. The defendants violated California State law and failed to follow California Civil Procedure  
2 in obtaining possession of the premises and wrongfully evicted the Plaintiff.  
3  
4 25. The actions of the defendants constitutes wrongful eviction and proximately caused  
5 Bridgewater injuries and damages.  
6  
7 26. Bridgewater has been damaged and has damages.  
8  
9 27. Bridgewater is entitled to compensatory, special, statutory damages.  
10  
11 28. Plaintiff is also entitled to treble damages.  
12  
13 29. At all times mentioned the Defendants never Had a business license issued by the  
14 California Department of Real estate herein mentioned in violation of Business and  
15 Professional code section 10131(b) which requires a treble damages pursuant to  
16 C.C.P. § 1029.8  
17  
18 30. Bridgewater is entitled to compensatory, special, statutory damages.  
19  
20 31. The defendants in acting with malice, oppression and reckless disregard are liable to  
21 Plaintiff for punative damages.  
22  
23 32. Punitive damages subject to the net worth of said defendants pursuant to  
24 CCP § 3294 ( c )  
25  
26 33. Bridgewater request an award of punative damages according to proof at trial.

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**THIRD CLAIM FOR RELIEF  
RETAILIOTRY EVICTION  
AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive.**

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38 10. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.  
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40 Bridgewater had a right to be treated equally and free from discrimination or retaliation.

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11. Bridgewater exercised her legal right and obtained a vacated Judgment for possession of
12. the apartment by a Superior Court Judge.
13. Bridgewater was in legal, lawful possession of the premises. The defendants retaliated.
14. On Feb. 19, 2008, at trial, the defendants discriminated against Bridgewater and increased her rent without notice of rent increase as afforded to other tenants. The defendants then discriminated against the Plaintiff, terminated her tenancy without any notice of termination of tenancy as provided to other tenants. The defendants discriminated, retaliated and forced Plaintiff to move from the property without due process of law.
15. The defendants knowingly, willingly and intended to retaliate and evict the Plaintiff.
16. The actions of the defendants constitutes retaliatory eviction and proximately caused Bridgewater injuries and damages.
17. Bridgewater has been damaged and has damages.
18. Plaintiff is also entitled to treble damages as all times mentioned the Defendants never
19. Had a business license issued by the California Department of Real estate herein mentioned in violation of Business and Professional code section 10131(b) which
20. requires a treble damages pursuant to C.C.P. § 1029.8
21. Bridgewater is entitled to compensatory, special, statutory damages.
22. The defendants in acting with malice, oppression and reckless disregard are liable to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP
23. § 3294 (c)
24. Bridgewater request an award of punitive damages according to proof at trial.

Verified Complaint for Monetary Damages and Injunction

**FOURTH CLAIM FOR RELIEF  
VIOLATION OF Plaintiff's 5<sup>TH</sup> AND 14<sup>TH</sup> AMENDMENT  
DUE PROCESS RIGHTS(CIVIL)  
AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive.**

23. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.
24. Bridgewater had a right to be free from any interference, with her exercise and enjoyment of her 5<sup>th</sup> and 14<sup>th</sup> amendment due process rights as secured by the United States Constitution. Plaintiff had a right to due process of law + to be treated equally.
25. Feb. 19, 2008, a trial, the defendants discriminated against Plaintiff , increased Plaintiff 's rent without any notice of increase and as afforded to other tenants.
26. The defendants then terminated Plaintiff tenancy without any notice of termination of tenancy as required by <sup>law</sup> and as afforded to other tenants and deprived Plaintiff property without due process of law and violated Plaintiff 5<sup>th</sup> and 14<sup>th</sup> amendment due process(civil) rights as secured by the United States Constitution.
27. The defendants intended, willfully and knowingly violated Plaintiff 5<sup>th</sup> and 14<sup>th</sup> federally protected due process rights(civil) as secured by the U.S.Constitution.
28. The defendants actions constitutes violation of Plaintiff 5<sup>th</sup> and 14<sup>th</sup> amendment federally protected due process rights as secured by the U.S. Constitution and proximately caused Bridgewater damage.

1 28. Bridgewater has been harmed by the defendant's actions and has damages.  
2  
3 30. Bridgewater is entitled to compensatory, special, statutory damages.  
4  
5 31. The defendants in acting with malice, oppression and reckless disregard are liable to  
6 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to  
7 CCP § 3294 ( c )

8 Plaintiff request an award of punitive damages according to proof at trial.  
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12 **FIFTH CLAIM OF RELIEF FOR**  
13 **CONSPIRACY**  
14 **AGAINST AND ALL DEFENDANTS and Does 1 through 50 inclusive.**

15  
16 32. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.  
17

18 33. Bridgewater was in legal, lawful possession of the rental unit.  
19  
20 On Feb, 19, 2008, at trial, the defendants and their attorney conspired to violate Plaintiff  
21 civil rights and deprive plaintiff property without due process of law to force Plaintiff to  
22 vacate the apartment and gain possession of the apartment.  
23

24 34. The defendants willfully, intentionally and knowingly intentionally committed  
25 conspiracy.  
26

27 35. The defendants actions constitute conspiracy and proximately caused Plaintiff damage  
28 and harm.  
29

30 36. Bridgewater has been harmed by the defendant's actions and has a damage claim.  
31  
32

33 Verified Complaint for Monetary Damages and Injunction

1 37. Bridgewater is entitled to compensatory, special, statutory damages.

2

3 38. The defendants in acting with malice, oppression and reckless disregard are liable to

4 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to

5 CCP § 3294 (c)

6

7 39. Plaintiff request an award of punative damages according to proof at trial.

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10 **SIXTH CLAIM FOR RELIEF**

11 **CONSPIRACY TO VIOLATE Plaintiff's 5<sup>TH</sup> AND 14<sup>TH</sup> AMENDMENT**

12 **DUE PROCESS RIGHTS(CIVIL)**

13 **AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive.**

14 40. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

15

16 41. Bridgewater had a right to be free from any interference, with her exercise and

17 enjoyment of her 5<sup>th</sup> and 14<sup>th</sup> amendment due process rights as secured by the United

18 States Constitution. Plaintiff had a right to due process of law.

19

20 42. Feb. 19, 2008, a trial, the defendants conspired with their hired attorney Jane Creason to

21 violate Plaintiff 5<sup>th</sup> and 14<sup>th</sup> amendment due process civil rights as secured by the United

22 States Constitution and conspired to deprive Plaintiff of property without due process of

23 to gain possession of the apartment.

24

25 43. The defendants intended, willfully and knowingly conspired to violate of Plaintiff 5<sup>th</sup> and

26 14<sup>th</sup> federally protected due process rights(civil) as secured by the U.S.Constitution.

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Verified Complaint for Monetary Damages and Injunctive Relief

44. The defendants actions constitutes violation of Plaintiff 5<sup>th</sup> and 14<sup>th</sup> amendment federally protected due process rights as secured by the U.S. Constitution and proximately caused Bridgewater damage.

45. Bridgewater has been harmed by the defendant's actions and has damages.

46. Bridgewater is entitled to compensatory, special, statutory damages.

47. The defendants in acting with malice, oppression and reckless disregard are liable to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP § 3294 ( c )

dollars) Plaintiff request an award of punitive damages according to proof at trial.

## SEVENTH CLAIM FOR RELIEF

## FOR

**INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS  
AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive.**

48. All preceding paragraphs are hereby incorporated by reference as if fully set forth

49. The defendants conduct was outrageous.

50. The defendants willfully, knowingly and intended to cause and inflict

### **Emotional distress on the Plaintiff**

51. The Defendants intentionally inflicted severe emotional distress by was of extreme and outrageous conduct on Plaintiff.

## Verified Complaint for Monetary Damages and Injunctive Relief

1 52. The defendants set the conditions, directly, facilitated, confirmed, ratified and inflicted  
2 emotional distress on Plaintiff.  
3  
4 53. The defendants conduct constitutes intentional infliction of emotional distress and  
5 proximately caused Bridgewater injuries and damages.  
6  
7 54. Bridgewater have been injured and damaged and have damages.  
8  
9 55. Bridgewater is entitled to compensatory, special damages.  
10  
11 56. The defendants in acting with malice, oppression and reckless disregard are liable to  
12 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP  
13 § 3294 (c)  
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57. Plaintiff requests an award of punative damages according to proof at trial.

**EIGHTH CLAIM FOR RELIEF  
BREACH OF HAYES VALLEY RESENTIONAL LEASE AND AGREEMENT  
CONTRACT  
AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive.**

58. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.  
59. At all times mentioned Plaintiff right had a valid Hayes Valley residential lease contract  
with the defendants.  
60. The defendants knew the contracted existed.  
61. On Feb. 19, 2008, the defendants maliciously increased Bridgewater rent in an excess of  
\$2,000.00 an amount a person on a fixed income could not afford and failed to provide

Verified Complaint for Monetary Damages and Injunctive Relief

1 Plaintiff with a 30 day notice of rent increase as stated in the contract ( see exhibit 10 #3)  
2 and breached the contract. THE defendants then terminated Plaintiff's tenancy  
3 without due process of law.

4 62. The defendants intentionally, knowingly and willing breach the contract.

5 63. The defendants actions constitute breach of contract and proximately caused

6 Bridgewater harm and damage and the Plaintiff have a damage claim.

7 64. Bridgewater is entitled to compensatory, special damages

8 65. The defendants in acting with malice, oppression and reckless disregard are liable to

9 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to

10 CCP § 3294 ( c )

11 66. Plaintiff requests an award of punative damages according to proof at trial.

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18 **NINTH CLAIM FOR RELIEF**

19  
20 **FOR**  
21 **COMMON LAW FORCIBLE DETAINER**  
22 **AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive.**

23 67. All preceding paragraphs are hereby incorporated by reference as if fully set forth

24 68. At all times mentioned Plaintiff had a right to possession of the premises. Plaintiff was in  
25 peaceful, lawful, possession of the premises. Plaintiff had a legal right to possession of  
26 the premises. Plaintiff had a right to be free from threat, coercion and force, and a right  
27 to due process of law in the termination of her tenancy.

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1 63. On Feb. 19, 2008 the defendants breached the residential lease agreement, failed to  
2 maliciously increased Plaintiff rents in excess of \$2,000.00 without notice as required  
3 by law.

4 64. The defendants then formed a Stipulated Judgment executed the Judgment and included  
5 in provision #1 "Plaintiff to receive possession of the premises located at 427 Page Street,  
6 San Fransico, CA 94102 on April 30, 2008. A Writ of Possession for said premises may  
7 issue immediately if Defendants has not restored possession to Plaintiff by vacating said  
8 premises on or before April 30, 2008 by the close of business at 6:00 p.m.

9 65. The defendants further included provision #9, "If Defendant fails to comply with any of  
10 the terms as herein stated, judgment shall enter for possession and the full amount of past  
11 due rent, attorney fee's and costs. A writ of execution for money and possession shall  
12 immediately upon Declaration by Plaintiff's counsel if Defendant fails to comply with  
13 this stipulation Judgment for possession shall be enter pursuant to CCP 415.46 as to any  
14 and all occupants.

15 66. The defendants then enforced the Stipulated Judgment for possession of the apartment  
16 and terminated Plaintiff tenancy without notice of tenancy as required by law, forced  
17 Plaintiff to move from the premises pursuant to the Stipulated Judgment. The defendants  
18 used threat, coercion and force to gain possession of the apartment and force  
19 Plaintiff to vacate.

20 67. The Defendants intentionally, knowingly and willing committed common law  
21 forcible detainer.

22 68. The actions of the defendants constitutes forcible detainer and proximately caused  
23 Bridgewater injuries and damages.

24  
25  
26  
27  
28  
Verified Complaint for Monetary Damages and Injunction

1 69. Bridgewater has been damaged and has damages.

2 70. Bridgewater is entitled to compensatory, special, statutory damages.

3 71. Plaintiff is also entitled to treble damages as all times mentioned the Defendants never

4 Had a business license issued by the California Department of Real estate herein

5 mentioned in violation of Business and Professional code section 10131(b) which

6 requires a treble damages pursuant to C.C.P. § 1029.8

7 72. Bridgewater is entitled to compensatory, special, statutory damages.

8

9 73. The defendants in acting with malice, oppression and reckless disregard are liable to

10 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP

11 § 3294 (c)

12

13 74. Bridgewater request an award of punative damages according to proof at trial.

14

15 **TENTH CLAIM FOR RELIEF FOR CONSPIRACY TO COMMIT COMMON LAW**

16 **FORCIBLE DETAINER AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive.**

17

18 75. All preceding paragraphs are hereby incorporated by reference as if fully set forth

19

20 76. At all times mentioned Plaintiff had a right to possession of the premises. Plaintiff was in

21 peaceful, lawful, possession of the premises. Plaintiff had a legal right to possession of the

22 premises. Plaintiff had a right to be free from threat, coercion and force, and due process of

23 law in the termination of her tenancy.

24

25 77. On Feb. 19, 2008 , the defendants, and their attorney conspired to use force, threat and

26 coercion to force Plaintiff to move to gain possession of the apartment.

27

28

Verified Complaint for Monetary Damages and Injunction

1       **78. Pursuant to the Stipulated Judgment executed and enforced by the defendants, Each had**  
2       **the “express authority” of each other and bind to the terms of the Stipulated**  
3       **Judgment.**

4       **79. The Defendants intentionally, knowingly and willing conspired to committed common law**  
5       **forcible detainer.**

6       **80. The actions of the defendants constitutes conspiracy to commit forcible detainer and**  
7       **proximately caused Bridgewater injuries and damages.**

8       **81. Bridgewater has been damaged and has damages.**

9       **82. Bridgewater is entitled to compensatory, special, statutory damages.**

10       **83. Plaintiff is also entitled to treble damages as all times mentioned the Defendants never**  
11       **Had a business license issued by the California Department of Real estate herein**  
12       **mentioned in violation of Business and Professional code section 10131(b) which**  
13       **requires a treble damages pursuant to C.C.P. § 1029.8**

14       **84. Bridgewater is entitled to compensatory, special, statutory damages.**

15       **85. The defendants in acting with malice, oppression and reckless disregard are liable to**  
16       **Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP**  
17       **§ 3294 (c)**

18       **86. Bridgewater request an award of punative damages according to proof at trial.**

**ELEVENTH CLAIM FOR RELIEF  
BREACH OF IMPLIED COVENANT OF QUIET ENJOYMENT  
OF THE PREMISES**

**AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive.**

87. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

88. Plaintiff had a right to possession of the premises, had a residential lease agreement with the defendants and Plaintiff was to receive quiet enjoyment of the premises in entering into the lease agreement with the defendants. Plaintiff has a right to use the premises, and a right to quiet enjoyment of the premises as afforded other tenants.

89. On Feb. 19, 2008, at trial, the defendants, discriminated against the Plaintiff, terminated Plaintiff tenancy without due process, breached the lease contract, violated Plaintiff due process civil rights and breach implied covenant of quiet enjoyment and the Plaintiff rights to quiet enjoyment and the use of the premises. *+ forced Plaintiff to move from the*

90. The defendants willingly, knowingly and intended to breach implied covenant of quiet enjoyment with Plaintiff her right to quiet enjoyment of and use of the premises.

91. The defendants actions constitutes breach of implied covenant of quiet enjoyment of the premises with Plaintiff right to quiet enjoyment of the premises and proximately caused loss of use of the premises, moving expenses and other damages.

92. The defendants in acting with malice, oppression and reckless disregard are liable to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP § 3294 (c)

93. Plaintiff requests an award of punitive damages according to proof at trial.

## Verified Complaint for Monetary Damages and Injunctive Relief

1  
2  
3  
4  
5 **TWELVTH CLAIM FOR RELIEF**  
6

7 **BREACH OF SETTLEMENT AGREEMENT**  
8 **(confirmed in writing )**

9 **AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive.**

10 94. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.  
11 95. On Feb. 19, 2008, at all times mentioned the defendants and Plaintiff the had an oral  
12 agreement per the settlement conference.  
13 96. The defendants promised Plaintiff to account for Plaintiff security deposit in accordance  
14 with California law.(see exhibit *# 9 page 1 & 2*)  
15 97. The defendants were aware and had full knowledge of the settlement terms.  
16 98. On Feb. 19, 2008, the defendants confirmed the terms of the settlement agreement in  
17 writing per the Stipulated Judgment for possession of the premises.(see exhibit )did  
18 not account for Plaintiff security deposit in accordance with California law.  
19 99. The defendants breached the terms of the agreed settlement.  
20 100. The did not return to Plaintiff "one" penny of Plaintiff's security deposit.  
21 101. The defendants willfully, knowingly and intended to breach the terms of the  
22 settlement agreement.  
23 102. The defendants actions constitutes breach of settlement agreement and proximately  
24 caused Bridgewater in ability to obtain another unit because she lacked funds to apply  
25  
26  
27  
28

Verified Complaint for Monetary Damages and Injunctive Relief

1 and secured another apartment, great emotional distress Bridgewater have been harmed  
2 and damaged by the defendants actions and have a damage claim.  
3

4 103. Bridgewater is entitled to compensatory, special damages.  
5

6 104. The defendants in acting with fraud, malice, oppression and reckless disregard are  
7 liable to Plaintiff for punitive damages subject to the net worth of said defendants  
8 pursuant to CCP § 3294 ( c )  
9

10 105. Plaintiff requests an award of punative damages according to proof at trial.  
11  
12  
13

14 **THIRTEENTH CLAIM FOR RELIEF**  
15 **NEGLIENT INFILCTION OF EMOTIONAL DISTRESS**  
16 **AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive.**  
17

18 106. All preceding paragraphs are hereby incorporated by reference as if fully set forth  
19 herein.  
20

21 107. The defendants owed a duty of care toward Bridgewater.  
22

23 108. Unlawful detainers are summary proceedings and as such under California Law all  
24 unlawful detainers must be strictly complied with state statutes and as such payment of  
25 rents acceptance after a pay rent or quit notice prohibits the entry of judgment of  
26 eviction.  
27

28 109. Plaintiff was a "direct victim" which arose from the defendants violations by obtaining  
the Judgment for possession of the apartment and having Plaintiff apartment posted  
pending Christmas/New Year, which resulted in plaintiff "extreme" emotional and  
psychological distress and "breakdown" and caused Plaintiff to break her foot.  
29

Verified Complaint for Monetary Damages and Injunctive Relief

1 110. Plaintiff was "direct victim" and suffered "extreme, serious," emotional distress by  
2 being placed in a homeless situation, having lost of dignity and self-esteem.  
3  
4 111. Plaintiff suffers from fear, shame, fear "horror", unsure and constantly worries she will  
5 be evicted at any time.  
6  
7 112. The defendant know that tenants such as Bridgewater have vulnerability to illegal acts  
8 of the defendants, and the inability to enforce there rights and would be unable to  
9 adequately cope with the mental stress engendered by the totality of the circumstances.  
10  
11 113. Plaintiff had moved out of Hayes Valley, was "blessed" to find another apartment in San  
12 Fransico on such short notice on Oakdale Street, moved into her new apartment and was  
13 living, quietly and peacefully enjoying her new apartment. Then, "unexpectedly"  
14 received a visit from her section 8 worker, and was told she had to once again,  
15 "unexpectedly" move out out her new apartment back to Hayes Valley defendants then  
16 would not release her section 8 rental payment voucher, because Bridgewater had  
17 exercised her legal right and received a vacated Judgment. Bridgewater was forced  
18 again to move to move back into Hayes Valley into "HORROR" and "suffered, extreme,  
19 severe, trauma, emotional, distress, etc."  
20  
21 114. Once Plaintiff moved back into Hayes Valley, the defendants maliciously withheld "the  
22 amount due" of rent, would not communicate to Plaintiff.

23 The  
24 defendants would not give Plaintiff any amount due and failed to communicate with the  
25 Plaintiff(see exhibit 11 ) Plaintiff did everything in her power to maintain her tenancy to  
26 keep from suffering similar circumstancs of having to "unexpectedly" move once again.  
27  
28

Verified Complaint for Monetary Damages and Injunctive Relief

1 115. At trial, the defendants then malicious increased Bridgewater rent in excess of  
2 \$2,000.00 without due process and Plaintiff move pursuant to the Stipulated Judgment  
3 and forced Plaintiff into a homeless situation.

4 116. Plaintiff herein was a "direct victim" and suffered "serious, extreme" emotional distress  
5 as they had accepted all rents and still insisted on evicting Plaintiff on Feb. 19, 2008, in  
6 violation of state law, causing Plaintiff even further aggrevation of her foot  
7 injury, and causing right leg impairment and "extenstive, extreme, serious"  
8

9 117. Plaintiff "suffered" serious extreme emotional distress and moved to Hawaii in hopes of  
10 alleviating some of the stress and was rendered homeless in Hawaii(see exhibit 12  
11 emotional distress. As plaintiff once again had to look for housing, in California but  
12 was unable to obtain housing due to her name being in a unlawful detainer data base and  
13 plaintiff is labeled a "bad" non-paying tenant "due to the negligence of the defendant  
14 entering into a "pre-eviction" hearing with an "unauthorized" party nearly "TWO  
15 YEARS PRIOR" without Plaintiff knowledge or consent before having Plaintiff  
16 apartment posted pending Christmas/New Year(an evicting Plaintiff).  
17

18 118. Plaintiff "suffered" serious extreme emotional distress as having to relocate back to  
19 California and homeless state and displaced.  
20

21 117. Plaintiff herein was a "direct victim" and suffers "serious, extreme" emotional distress  
22 of the negligence caused Plaintiff as Mccormack Baron Ragan Management Services  
23 Inc. who was never a licensed property Management company in the State of CA, and  
24 never licensed to collect rents in the State of California and never had a license property  
25 manager on duty in a nearly 300 unit complex.  
26

27

28

Verified Complaint for Monetary Damages and Injunctive Relief

1 118. The defendants actions was the substantial cause of Plaintiff injuries and "serious"  
2 emotional distress.

3 119. The defendants actions constitutes negligent infliction of emotional distress and  
4 proximately caused Bridgewater harm and damages.

5 120. Bridgewater have been harmed and damages by the defendants actions and have a damage  
6 claim.

7 121. Bridgewater is entitled to compensatory, special damages.

8 122. The defendants in acting with fraud, malice, oppression and reckless disregard are liable  
9 to Plaintiff for punitive damages subject to the net worth of said defendants pursuant  
10 to CCP § 3294 (c)

11 123. Plaintiff request an award of punative damages according to proof at trial.

12 **WHEREFORE, plaintiff demands Judgment against the defendants**

13

14 1. For General Damages according to proof

15 2. For Special Damages according to proof

16 3. For Damages for the First Claim of relief for common law Malicious Prosecution

17 4. For Damages for the Second Claim relief for Wrongful Eviction

18 5. For Damages for the Third Claim of Relief Retailitory Eviction

19 6. For Damages for the fourth Claim of Relief for violation of Plaintiff 5<sup>th</sup> and 14<sup>th</sup>  
20 amendment due process secured constitutional civil rights

21 7. For Damages for the fifth Claim of relief for Conspiracy.

22  
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27  
28 **Verified Complaint for Monetary Damages and Injunctive Relief**

- 1       8. For Damages for the sixth Claim Conspiracy to Violate Plaintiff 5<sup>th</sup> and 14<sup>th</sup>  
2       amendment due process rights(civil) as secured by the US Constitution.
- 3       9. For Damages for the Seventh Claim of Relief Intentional Infliction of Emotional  
4       Distress
- 5       10. For Damages for the eighth Claim of Relief Breach of Hayes Valley Residential  
6       lease agreement.
- 7       11. For Damages for the ninth claim of relief for Common Law forcible detainer.
- 8       12. For Damages for the tenth Claim of Relief for Conspiracy to commit common  
9       law forcible detainer.
- 10      13. For Damages for the eleventh Claim of Relief for Breach of implied covenant of  
11       Quiet enjoyment of premises.
- 12      14. For Damages for the twelvth Claim of Relief Breach of Settlement Agreement.
- 13      15. For Damages for the Thirteenth Claim of Relief Neglent Infliction of  
14       Emotional Distress.
- 15      13. For an order enjoining the defendants, each of them, and their  
16       Agents, Servants, employees and all persons acting under, in concert  
17       with them.
- 18      14. Assume jurisdiction of this case.
- 19      15. An order for defendants to produced sensitive financial and net worth  
20       Information to assess punitive damages. Alternatively, Bridgewater  
21       respectfully requests this Court restrict the documents to be produced to those  
22       that represents he present net worth of the defendants.

Verified Complaint for Monetary Damages and Injunctive Relief

1  
2  
3 16. Order the defendants to produce a list of other partners(names) that should be  
4 added as defendants to this complaint.  
5  
6 17. For cost of suit herein incurred and attorney fees.  
7 18. Plaintiff request an expedited trial.  
8 19. Hold each defendant jointly and severally liable.  
9 20. Hold each defendant jointly and severally liable for concert of action.  
10 21. Order an National criminal investigation into the Defendants business dealings  
11 affairs including IRS, FBI, Housing and Urban Development.  
12 23. Stop the defendants from violating California Civil Code 1161 in giving their  
13 tenants improper "notices" to pay rent or quit "with no exact dollar amount due."  
14 24. Punative damages according to proof at trial.  
15 25. Consolidate this case with the attorney Case Kimbal, Tirey and St. John LLP  
16 26. Plaintiff request a separate trial for each case.  
17 28. TRO ASSET FREEZE, TEMPORARY RECEIVER RE PRELIMINARY  
18 INJUNCTION(PRE-JUDGMENT WRIT OF ATTACHMENT OF CASH OR  
19 PROPERTY IN THE AMOUNT OF \$200,000.000.00 TWO HUNDRED  
20 MILLION DOLLARS [IN THE ALTERNATIVE] APPOINTMENT OF  
21 PERMANENT RECEIVER. PLAINTIFF RESPECTFULLY request the  
22 court to help fill in the blanks on the TRO.  
23  
24 29. PLAINTIFF REQUEST THE COURT TO ORDER THE DEFENDANTS  
25 TO PAY.  
26  
27  
28

Verified Complaint for Monetary Damages and Injunction

1 30. Plaintiff also request to court for immediate relief to Order the defendants to pay  
2 for award Plaintiff immediate cost and fee's thus incurred in the amount of  
3 \$147,000.00(legal research, cost of filing, etc.)  
4  
5

6 31. For any other further relief as the court may deem proper and just.  
7 32. Plaintiff also request the court to Appoint  
8 Counsel.

## 9 PLAINTIFF REQUEST A JURY TRIAL

10  
11  
12  
13  
14  
15  
16  
17 Respectfully submitted,



18 19  
20 Sharon Bridgewater  
21  
22  
23  
24  
25  
26  
27  
28

Dated: FEB. 16, 2010

Verified Complaint for Monetary Damages and Injunction

1  
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3  
4  
**VERIFICATION**  
5  
6  
7  
8

9 I Sharon Bridgewater Declare:

10 I am the Plaintiff in the above entitled action.

11 I make this verification because the facts set forth in the complaint are within my  
12 knowledge and it is I who was evicted in the underlining  
13 unlawful detainer.

14  
15 I have read the foregoing complaint and know the contents thereof. The same is true of  
16 my own knowledge. I except as to those matters which are therein alleged on information  
17 and belief, and as to those matters, I believe it to be true.

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

20  
21  
22 Dated: FEB. 16, 2010

23  
24 At San Francisco, California

25  
26  
27  
28  
Verified Complaint for Monetary Damages and Injunctive Relief

# Exhibit 1

# The University of Michigan

to all who may read these letters, Greetings:

Hereby it is certified that upon recommendation of the  
College of Literature, Science, and the Arts

The Regents of The University of Michigan have conferred upon  
**Sharon Bridgewater**

in recognition of the satisfactory fulfillment of the prescribed  
requirements the degree of

**Bachelor of Arts**

with all the rights, privileges, and honors thereto pertaining  
here and elsewhere.

Dated at Ann Arbor, Michigan this nineteenth  
day of August, nineteen hundred and ninety-four



**James J. Quistorff**  
President

**Harold R. Johnson**  
Secretary

# Exhibit 2

**University of Maryland University College**  
*Graduate Student Affairs*

December 18, 2008

Sharon Bridgewater  
105 Miner Place  
P.O. Box 1837, Makawao, HI 96768  
Makawao, HI 96768

Dear Sharon Bridgewater:

A review of your course work indicates that you have not maintained a satisfactory academic record. Therefore, I must inform you that you have been dismissed from the Graduate School at University of Maryland University College.

The academic regulations of the Graduate School require students to maintain specific academic requirements to be eligible to continue enrollment in graduate courses. Information regarding this policy is located at [http://www.umuc.edu/policy/aa15800\\_full.shtml](http://www.umuc.edu/policy/aa15800_full.shtml).

If you are currently registered, tuition and fees will be refunded in full. If you have any questions regarding this matter, you can contact Graduate Advising at (301) 985-7155. I wish you success in your future endeavors.

Sincerely,

*Julie L. Coe*

Julie L. Coe  
Director, Graduate Student Affairs

EmplID - 0443920

# Exhibit 3

## Reservation Confirmation

Next Door  
1001 Park Street

SHAP JN BRIDGEWATER  
-2970

Section: 035 - Res Ctr: 2nd Flr Women Lowerbunk (33-58)  
Bed: 39  
Reservation Start Date: 04/23/09  
Reservation End Date: 04/29/09

Late Pass Dates:

Late Pass Time:

Late Pass Expiration Date:

First Night: No

Creator: Jasmine Harrison  
Facility: Glide Memorial Resource Center

**Reservation Confirmation**

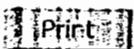
Next Door  
1001 Polk Street

SHARON BRIDGEWATER  
-2970

Section: 019 - CJC:4th Flr Women Bed (43-46)  
Bed: 45  
Reservation Start Date: 05/29/09  
Reservation End Date: 05/29/09

Late Pass Dates: Friday  
Late Pass Time: 10:00 PM  
Late Pass Expiration Date: 05/29/09  
First Night: No

Creator: Vanessa Lawrence  
Facility: Tenderloin Health Resource Center

 Print

 Close

## Reservation Confirmation

Next Door  
1001 Polk Street

SHARON BRIDGEWATER  
-2970

Section: 021 - Res Ctr: 4th Flr Women (50-100)  
Bed: 99  
Reservation Start Date: 05/07/09  
Reservation End Date: 05/13/09

Late Pass Dates: Thursday  
Late Pass Time: 10:00 PM  
Late Pass Expiration Date: 05/07/09  
First Night: No

Creator: Vanessa Lawrence  
Facility: Tenderloin Health Resource Center



# Exhibit 4

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

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. Ogas #772  
 Sheriff's Authorized Agent

Return on Writ of Possession  
 Original

160455

07-34919 EJ-130  
FOR COURT USE ONLY

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 ADDRESS (Optional):

ATTORNEY FOR (Name): PLAINTIFF

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: COUNTY OF SAN FRANCISCO  
MAILING ADDRESS: 400 McAllister, 1st Floor  
CITY AND ZIP CODE: San Francisco, California 94102  
BRANCH NAME: Limited Civil Jurisdiction

PLAINTIFF: HAYES VALLEY LIMITED PARTNERSHIP

DEFENDANT: SHARON BRIDgewater

WRIT  
OF

EXECUTION (Money Judgment)  
 POSSESSION OF  Personal Property  
 SALE  Real Property

CASE NUMBER:

CUD-06-617995

**FILED**  
San Francisco County Superior Court  
JAN 30 2008  
GORDON PARK-LI, Clerk  
BY: *[Signature]* Deputy Clerk

## 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 699.080 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 685.090) ..... \$ 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.

Issued on (date): **DEC 21 2007**

GORDON PARK-LI

*[Signature]*  
GORDON PARK-LI, Clerk  
CAROLYN BAKER, Deputy

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



Form Approved for Optional Use  
Judicial Council of California  
EJ-130 (Rev. January 1, 2006)

WRIT OF EXECUTION

Legal  
Solutions  
Plus

Page 1 of 2  
Code of Civil Procedure, §§ 689.520, 712.010  
Government Code, § 5013.5

# Exhibit 5

1/11/08

Received from Sharon Bridgewater  
Three hundred forty + no/100  
(cash). down payment on ~~\$~~ 500 deposit  
for 1769 Datedale Ave, SF -

Balance of \$160 plus your  
share of first + last months rent  
due ~~—~~ before move in date

Suzanne Banford  
Amy Banford

333-9181

Cell. 816-1312

816-2204

**P**  
SAN FRANCISCO HOUSING AUTHORITY  
LEASED HOUSING DIVISION  
1815 EBBERT STREET  
SAN FRANCISCO, CA 94104  
(415) 715-3280/(415) 736-3287-FAX

**RENTER/OWNER ASSISTED LEASE  
SECTION 8 HOUSING CHOICE  
VOUCHER PROGRAM**

**1. Parties:**

Landlord BANFORD, AUTRY/SUSANNE  
Address 155 BEVERLY STREET  
SAN FRANCISCO, CA 94101

TENANT SHARON BRIDGEMATER

**2. Unit**

Address 1769 OAKDALE AV  
SAN FRANCISCO, CA 94124

The household consists of the following members:

SHARON BRIDGEMATER  
JAMES BRIDGEMATER S.

**3. Term of Lease:**

The term of the Lease shall begin on and shall end on 12/31/08. If the term of the lease is not executed, the term shall commence on a month to month basis effective the first day of the month following the expiration date of the previous month. The initial term of this Lease shall be 01.

**4. Rent:**

A. \$ 717.00 shall be paid by the Tenant to the Landlord on behalf of the

\$ 1,033.00 monthly rent amount. The amount is correct for the unit.

\$ 1,750.00 per month is the total rent amount the

Landlord has agreed to accept for the unit.

B. The amount of the total monthly rent payable to the Landlord during the term of the lease (called the "contract rent") shall be determined in accordance with the Contract between the Landlord and the PHA.

C. The portion of the Contract rent payable by the Tenant ("tenant rent"), shall be an amount determined by the PHA in accordance with HUD regulations and requirements. The amount of the tenant rent is subject to change as determined by the PHA during the term of the lease. Any change in the amount of the tenant rent will be stated in a written notice by the PHA to the Tenant and the Landlord, stating the new amount and the effective date of the change. Initially and until such change the Tenant agrees to pay 1,033.00 per month to the Landlord as the tenant rent. The rent is due and payable on the first day of the month; the initial rent payment shall be prorated if the lease does not begin on the first day of the month.

**SAN FRANCISCO GENERAL HOSPITAL  
MEDICAL CENTER (SFGMC)  
ED AFTERCARE INSTRUCTIONS**

**RESTRICTIONS/RELEASE NOTE**

Name: \_\_\_\_\_

Was seen at SFGMC-ED on \_\_\_\_\_

You may return to work/school  
 No work/school until \_\_\_\_\_

if unable to work at this time, see a private physician or your provider or return to the ED

Modified work/no PE for \_\_\_\_\_ days  
 Restrictions: \_\_\_\_\_

No specific restrictions

No use of affected part until seen in follow-up

**SAN FRANCISCO GENERAL HOSPITAL  
EMERGENCY DEPARTMENT (ED)**  
1001 Potrero Avenue, San Francisco, CA 94110 (415) 206-8111

NAME	GEMATER, SHARON
DOB	1/1/1961
PCP	10224
MRN	01630018 E 2
PCP	01/04/08
PCP	PATIENT ID/Address/Phone
PCP	DATE:

Drug	Strength	Quantity	Instructions
Calcium carbonate - take as directed			
	OTC		

## Special Instructions

Spanish  Chinese  Prepack  No Safety  No Generic

Physician Name (Print) &amp; Signature

Prescriber name (Print) &amp; Signature

CHN#

CA Lic#

PATIENT

Co-Sign Name (Print) &amp; Signature

CHN#

CA Lic#

DEA #

PHARMACY

You have been given an emergency diagnosis only. IF YOU ARE NO BETTER IN 24-48 HOURS OR IF YOUR SYMPTOMS WORSEN AT ANY TIME, YOU SHOULD SEE YOUR DOCTOR OR RETURN TO THE EMERGENCY DEPARTMENT. IF YOU ARE NOT BACK TO NORMAL IN 7 DAYS, SEE YOUR DOCTOR OR RETURN TO THE EMERGENCY DEPARTMENT. IF YOUR ILLNESS OR INJURY WAS WORK RELATED, FOLLOW YOUR EMPLOYER'S POLICY FOR FOLLOW UP. Bring this sheet with you at follow up.

Your ED Attending was: Dr. Lynn Bui 3/14/08 Problem/Diagnosis: Fr (L) 5th prox metatarsal

These tests have been performed and will need follow up by your provider:

Discharge Instructions for the following conditions have been given:

## Additional or Specific Instructions:

(1) wear Bleasloe Boot - may remove for bathing (no water bearing while off)  
(2) may weight bear until bleed for boot on is tolerated  
(3) take pain med. Vicodin 1-2 tablets every 4-6 hours for pain # 30  
Other will use plain tylenol (4) take Caff suppositories, smoking alcohol

Aftercare Instructions (see back of page):  Wound Care / Sutures  Stomach Flu  Sprains / Bruises  Neck / Back Pain  Head Injury  
 Colds / Bronchitis / Asthma / Emphysema  good nutrition

Discharge Adjunct(s):  Interpreter  Social Service  Domestic Violence  Other:

See your doctor or managed care provider in \_\_\_\_\_ days.

*THIRD Floor*

Follow Up Clinic	Date Requested	Appointment Date	Follow Up Clinic	Date Requested	Appointment Date
Flu on Thurs	04/10/08	0	1pm on 3/1 SF 64 pm Dr. Kashyap		
See CCN/NC 8/9/08					

An appointment with the CHN is not available, call \_\_\_\_\_ clinic for an appointment in \_\_\_\_\_ days.

I have received and understand the discharge instructions given to me.

*Elain Cunningham 03/13/08*

Provider: Elain Cunningham 03/13/08 Date: 1/14/08

Print name

Relationship (self/parent/guardian)

Signature and title

Date

(415) 206-8111

ED phone #

## \*REGISTRATION &amp; ADMISSION RECORD\* SFGHMC, 1001 POTRERO AVE. SF, CA 94110

PT NAME: BRIDgewater ,SHARON

MOM'S NAME:

DOB: 04/11/1962 AGE: 45 SEX: F RACE: 2 REL: NRP SSN: 373-74-2970

MRN: 01638018 PT NO: 163801800224 =

===== ADDR: 427 PAGE STREET

\*\*\*ADVANCED DIRECTIVE INFORMATION\*\*\*

\*\*1) HAS PT EXECUTED AN AD? N \*\*

CITY: SAN FRANCISCO

\*\*2) IS AD IN THE PTS MED REC? X \*\*

ZIP: 94102- CNTY: SAN FRANCISCO

\*\*3) HAS PT BEEN GIVEN AD INFO? Y \*\*

COUNTRY:

\*\*4) DOES PT WISH TO REVISE AD? X \*\*

PHONE: 415 573-7992

CA

TOBACCO USE IN PAST YEAR? \*\*

ALT PHONE:

IF YES, HAS INFO BEEN GIVEN? \*\*

PR PROV:

PR CLINIC:

ER REG DT/TM: 01/04/08 06:49

ADM DT/TM: 01/04/08 06:49

EXP ARR DT/TM:

DSCH DT/TM:

ER DISP: LWBS:

DSCH DISP: LAST ADM: / /

PT TYPE: E CASE STATUS: ET

TRA NO: ID:

HOS SVC: EMR ADM SR/TP:

PT COMPL: FRACTURE TO FOOT

NUR STA: ROOM/BED:

ADM DIAG:

ADM DR:

ACC CODE: DATE: TIME:

A DR: MCBETH ,BRIAN D.

SEVERITY: 4 TRIAGE: 06:34 1ST CALL:

FROM:

BY:

ER LOC: WTR SUR DATE:

===== GUARANTOR: REL TO PT: S

EMERGENCY CONTACT: REL TO PT:

BRIDgewater ,SHARON

427 PAGE STREET

SAN FRANCISCO CA 94102

415 573-7992

SSN: 373-74-2970

GUARANTOR EMPLOYER:

NEXT OF KIN:

REL TO PT:

NONE

===== SOC:

RES STATUS: 8

PRIOR STAY IND:

A EFF:

FAMILY SIZE: 01

PRIOR ADM DATE:

B EFF:

GROSS MON INC: 0800

PRIOR DSCH DT:

LIQUID ASS: 00000001

INV FPL 100 HSF FPL

WD15 STS: DT:

COUNTY/AID: 3860

SRC: 08 INCOME SOURCE:

LHH RX:

EVC NUMBER: 7174N2LXH0

HOMELESS IND: N STATUS:

LANG: ENG INT:

SPEC PROG:

VA STAT: N

MARITAL STAT: S

FC 2

COMPANY NAME

ADDRESS

CITY

ST

ZIP

REL

1: 1 Y 202 MCAL FFS

373742970

E.D.S.

P.O. BOX 15500

SACRAMENTO

CA

95852

2:

3:

4:

===== COMMENTS:

REG/ADM BY: 749JRA

VERIFIED BY:

PT INTVW: Y COA: Y COT:

DATE/TIME STAMP: 01/04/08 06:50 749JRA EW:

# Exhibit 6

Apr 17 06 08:58a Hayes Valley Apartments 415-487-1830

P.3

*Hayes Valley Apartments*  
 401 Rose Street  
 San Francisco, CA 94102  
 Phone 415-487-1218  
 Fax 415-487-1834

## 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 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 401 ROSE STREET.

I, the undersigned, further declare that should you fail to remit the above-demanded rent or other amount due in the above-described premises, the undersigned does elect to terminate the 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 to 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 328, San Francisco, CA 94102 on Monday through Friday from 8:00 am 5:00 pm and via telephone at 425-252-4600.

Dated: **04/12/2006**

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

**COPY**

04/17/2006 MON 8:43 (JOB NO. 10034)  
**EXHIBIT**

0003

UD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

FOR COURT USE ONLY

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):

EMAIL ADDRESS (Optional):

ATTORNEY FOR (Name): PLAINTIFF

**FILED**  
 San Francisco County Superior Court

APR 24 2011

GORDON PARK, Clerk  
*Gordon Park*  
 DEBORAH STEPPE, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: COUNTY OF SAN FRANCISCO  
 MAILING ADDRESS: 400 McAllister, 1st Floor  
 CITY AND ZIP CODE: San Francisco, California 94102  
 BRANCH NAME: Limited Civil Jurisdiction

PLAINTIFF: HAYES VALLEY LIMITED PARTNERSHIP

DEFENDANT: SHARON BRIDgewater

 DOES 1 TO 10 INCLUSIVE

## COMPLAINT — UNLAWFUL DETAINER\*

CASE NUMBER:

 COMPLAINT  AMENDED COMPLAINT (Amendment Number):

C00-06 617995

Jurisdiction (check all that apply):

 ACTION IS A LIMITED CIVIL CASEAmount demanded  does not exceed \$10,000 exceeds \$10,000 but does not exceed \$25,000 ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): from unlawful detainer to general unlimited civil (possession not in issue) from limited to unlimited from unlawful detainer to general limited civil (possession not in issue) 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 is (1)  an individual over the age of 18 years. (4)  a partnership.  
 (2)  a public agency. (5)  a corporation.  
 (3)  other (specify): LIMITED PARTNERSHIP

b.  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  as owner  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  month-to-month tenancy  other tenancy (specify): 1 YEAR  
 (2) agreed to pay rent of \$ 107.00 payable  monthly  other (specify frequency):  
 (3) agreed to pay rent on the  first of the month  other day (specify):  
 b. This  written  oral agreement was made with  
 (1)  plaintiff. (3)  plaintiff's predecessor in interest  
 (2)  plaintiff's agent. (4)  other (specify):

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

PLAINTIFF (Name): <b>HAYES VALLEY LIMITED PARTNERSHIP</b>	CASE NUMBER:
DEFENDANT (Name): <b>SHARON BRIDGEWATER</b>	

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): <b>5 DAY PAY/QUIT</b>

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 8c. (Check Item 8c and attach a copy of the notice if any defendant was served by items 7a-e and 8 for each defendant.)

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

- (1)  by personally handing a copy to defendant on (date): **4/14/2006**
- (2)  by leaving a copy with (name of person):  
a person of suitable age and discretion, on (date):  
 residence  business AND mailing a copy to defendant at defendant's usual place of business on (date):  
because defendant cannot be found at defendant's 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 7a is stated in Attachment 8c.

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

PLAINTIFF (Name): HAYES VALLEY 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 \$ 3.51 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:

- a. possession of the premises.
- b. costs incurred in this proceeding.
- c.  past-due rent of \$ 749.00
- d.  reasonable attorney fees.
- e.  forfeiture of the agreement.

f.  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.  
 g.  statutory damages up to \$600 for the conduct alleged in Item 12.  
 h.  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, list it.)

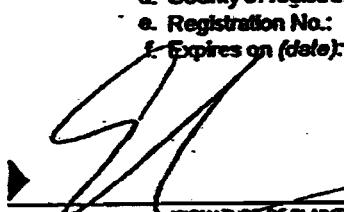
a. Assistant's name:  
 b. Street address, city, and zip code:

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)

1  
2 **VERIFICATION**  
3

4 I, the undersigned, say;  
5

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

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



14  
15 **KIMBALL, TIREY & ST. JOHN**  
16  
17 **Attorney for Plaintiff**  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**By: SHAWN K. BANKSON**

# Exhibit 7

## SEPARATE STATEMENT OF UNDISPUTED FACTS

### UNDISPUTED FACTS

### PROOF OF FACTS

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

9 2) Plaintiff Bridgewater was served a  
10 "Five Day Notice to Pay Rent or Quit" dated  
11 April 12, 2006.

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

15 4) Plaintiff Bridgewater paid a  
16 rent payment of \$207.00, which was  
17 accepted by Hayes Valley Limited  
18 Partnership on June 13, 2006, and another  
19 Rent payment on July 10, 2006 of \$207,  
20 Aug. 23, 2006, \$207.00, Sept 15, 2006,  
21 \$207.00, Oct. 18, 2006, \$207, Nov. 21, 2006,  
22 \$207.00, Dec. 15, 2006, \$207, Feb. 13, 2007,  
23 \$414.00, March 28, 2007, \$207.00, June 11, 2007,  
24 \$414.00, all of these payments were accepted by  
25 Hayes Valley Limited Partnership for rent payments  
26 for rental unit commonly known 427 Page Street,  
27 San Francisco, California making total rental  
28 Payments made and accepted after the Five Day  
Notice to pay rent or quit of \$2,484.00.

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

1) See Request for Judicial Notice  
2 pursuant to Evidence Code (§ 1011)  
3 of the unlawful detainer in case No.  
4 617995, (§ 1011)

5 Attorney Shawn Bankson signed the  
6 unlawful detainer seeking possession  
7 of the premises commonly known as  
8 427 Page Street San Francisco,  
9 California.

10 2) Request for Judicial Notice dated  
11 (§ 1011)

12 3) Request for Judicial Notice  
13 (§ 1011)

14 3) Copy of Rental Ledger for 427 Page  
15 Street, San Francisco for Sharon  
16 Bridgewater's unit showing and  
17 proving rental payment in excess of  
18 that what was demanded in the five  
19 day notice to pay rent or quit dated  
20 April 12, 2006 in the amount of  
21 \$749.00, see Exhibit(3 )and Exhibit  
22 (4) Rental Ledger for 427 Page St.  
23 San Francisco, California showing  
24 rents paid and accepted after the  
25 filing of the unlawful detainer.

26 3) Bridgewater had credit balances on  
27 her rental ledger from July 2007 thru  
28 Nov. 2007 thru Sept. 2007  
And only owed \$62.74 in Oct. 2007  
See Copy of Rental ledger  
§ 1011

Ledger

Page 1 of 3

# MCCORMACK BARON RAGAN

Date : 12/8/2008

## Resident Ledger (Non HAP)

Code	t0016030	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
		Rent	1600	Move Out	5/5/2008
City St. Zip	San Francisco, CA 94102	Phone(O)-		Phone(H)-	

Date	Description	Charge	Payment	Balance	Chg/Rec
1/6/2005	Rent for 26 days	89.74		89.74	150236
1/6/2005	Security Deposit	1,527.00		1,616.74	150236
1/28/2005	chk# 08-077509838		400.00	1,216.74	145697
1/28/2005	chk# 08077509839		400.00	816.74	145598
2/1/2005	Rent (02/2005)	107.00		923.74	151270
2/4/2005	chk# 53739390815		107.00	816.74	157187
3/1/2005	Rent (03/2005)	107.00		923.74	188759
4/1/2005	Rent (04/2005)	107.00		1,030.74	213250
4/19/2005	chk# 54116152816		321.00	709.74	216026
5/1/2005	Rent (05/2005)	107.00		816.74	236772
6/1/2005	Rent (06/2005)	107.00		923.74	259847
7/1/2005	Rent (07/2005)	107.00		1,030.74	285443
7/12/2005	chk# 46233134552		239.00	791.74	283585
8/1/2005	Rent (08/2005)	107.00		898.74	309924
8/12/2005	chk# 54475645323		500.00	398.74	310995
8/24/2005	Late Charge	25.00		423.74	324140
9/1/2005	Rent (09/2005)	107.00		530.74	335233
9/13/2005	Late Charge	25.00		555.74	346011
10/1/2005	Rent (10/2005)	107.00		662.74	359354
10/11/2005	chk# 57-39843512		108.00	554.74	357464
10/24/2005	Late Charge	25.00		579.74	373007
11/1/2005	Rent (11/2005)	107.00		686.74	384326
12/1/2005	Rent (12/2005)	107.00		793.74	407066
12/8/2005	Late Charge	25.00		818.74	418567
1/4/2006	Rent (01/2006)	107.00		925.74	433195
2/1/2006	Rent (02/2006)	107.00		1,032.74	455742
2/10/2006	Late Charge	25.00		1,057.74	467603
3/1/2006	Rent (03/2006)	107.00		1,164.74	477944
4/1/2006	Rent (04/2006)	107.00		1,271.74	533744
5/1/2006	Rent (05/2006)	107.00		1,388.74	555765



Ledger

Page 2 of 3

5/5/2006	chk# 08-465925320		860.00	518.74	522357
6/1/2006	Rent (06/2006)	107.00		625.74	550553
6/9/2006	Late Charge	25.00		650.74	561674
6/13/2006	chk# 08-404049817		207.00	443.74	554636
7/1/2006	Rent (07/2006)	107.00		550.74	575039
7/10/2006	chk# 08-528140489		207.00	343.74	577304
8/1/2006	Rent (08/2006)	107.00		450.74	600282
8/23/2006	chk# 08-525478587		207.00	243.74	611679
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# 08-540863720		207.00	55.74	640474
10/1/2006	Rent (10/2006)	107.00		275.74	650169
10/8/2006	Late Charge	25.00		300.74	662460
10/19/2006	chk# 08-577660944		207.00	55.74	674414
11/1/2006	Rent (11/2006)	107.00		260.74	694377
11/10/2006	Late Charge	25.00		225.74	689135
11/21/2006	chk# 08-534078301		207.00	55.74	699068
12/1/2006	Rent (12/2006)	107.00		125.74	701676
12/12/2006	Late Charge	25.00		150.74	715558
12/15/2006	chk# 08-577661584		207.00	(55.74)	717257
1/1/2007	Rent (01/2007)	107.00		50.74	722987
1/11/2007	Late Charge	25.00		75.74	730329
2/1/2007	Rent (02/2007)	107.00		182.74	760558
2/9/2007	Late Charge	25.00		207.74	772147
2/13/2007	chk# 56577201582			414.26	(205.26)
3/1/2007	Rent (03/2007)	107.00		(99.26)	784554
3/28/2007	chk# 08-669077082			207.00	(205.26)
4/1/2007	Rent (04/2007)	107.00		(199.26)	811254
4/14/2007	Rent (05/2007)	107.00		(92.26)	837297
5/10/2007	Late Charge	25.00		(67.26)	849698
6/1/2007	Rent (06/2007)	107.00		39.74	862184
6/7/2007	Late Charge	25.00		64.74	873881
6/11/2007	chk# 08-703197234			207.00	(142.26)
6/11/2007	chk# 08-703197230			207.00	(349.26)
7/1/2007	Rent (07/2007)	107.00		(242.26)	886490
7/1/2007	Rent Adj 7/07	(29.00)		(271.20)	902172
7/10/2007	Late Charge	25.00		(246.26)	900947
8/1/2007	Rent (08/2007)	107.00		(139.26)	914902
8/1/2007	Rent Adj 8/07	(29.00)		(100.20)	922192
8/7/2007	Late Charge	25.00		(143.26)	926744
9/1/2007	Rent (09/2007)	107.00		(36.26)	941057
9/1/2007	Rent Adj 9/07	(29.00)		(65.26)	956107
9/7/2007	Late Charge	25.00		(40.26)	952260
10/1/2007	Rent (10/2007)	78.00		37.74	966990
10/9/2007	Late Charge	25.00		62.74	970185
11/1/2007	Rent (11/2007)	78.00		140.74	993070
11/6/2007	Late Charge	25.00		165.74	1004289

12/1/2007	Rent (12/2007)	78.00	243.74	1019153
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	1134239
5/5/2008	Security Deposit credit	(1,577.00)	(1,668.74)	1258997
5/5/2008	Rent (05/2008) Credit 30 days	(37.42)	(933.68)	1258669
5/5/2008	Amount to be refunded	215.42	(718.26)	1258000
5/4/2008	Invoice #696255 Complete carpet replacement, carpet left in rental condition	1,377.00	658.74	1181494
6/4/2008	Rent settlement agreement. Landlord allowed to stay through April 30, 2008 rent free	(658.74)	0.00	1181495

# Exhibit 8

IMAGED  
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 GORDON PARK-LI, Clerk

BY:

6 Deputy Clerk

COUNTY OF SAN FRANCISCO

7 Hayes Valley Apartments

8 Plaintiff,

9 vs.

10 Sharon Bridgewater

11 Defendant,

12 Case No.: CIVL-06-617995

13 ORDER GRANTING MOTION TO VACATE

14 JUDGMENT

15 Date: 1-22-08

16 Time: 9:30 a.m.

17 Dept: 301

18 This matter came before the court on 1-22-08. Upon

19 considering the arguments and evidence presented, good cause appearing  
20 thereon, the Court finds that the judgment entered on 12-19-07 (SAC)  
21 is hereby vacated.

PJD

22 IT IS SO ORDERED.

23 Date: 1/22/08

24   
25 Judge of the Superior Court

26 PETER J. BUSOM

# Exhibit 9

**SUPERIOR COURT**  
**CITY & COUNTY OF SAN FRANCISCO**  
**SETTLEMENT CONFERENCE HEARING**  
**HAYES VALLEY LIMITED PARTNERSHIP**

(PLAINTIFF(S))

SHARON BRIDGEWATER, ET AL

617995

CASE NO  
LINE #1

(DEFENDANT(S))

**Appearances:**

SHAWN BANKSON

For Plaintiff: 1. Cramson, Esq.

PRO PER

For Defendant: \_\_\_\_\_

Nature of Action: \_\_\_\_\_

Amount of Prayer: \$ 2:45 PM

Plaintiff's Demand: \$ EITHER (1) MOVE OUT w/ 30-DAY WINDOW OR

Defendant's Offer: \$ (2) FULL PAYMENT OF ALL BACK RENT plus

ATTORNEY'S FEE as consideration

Residue: \_\_\_\_\_ for pay and stay \_\_\_\_\_

Specials: \_\_\_\_\_

Court suggested settlement figure: \$ \_\_\_\_\_

AT 3:30 PM that offer has  
 been raised to 60-Day MOVE  
 FEB 19 08 20 OUT, ACCOUNTING  
 OF DEPOSIT WITH  
 ANY SUR RETURNED  
 ACCORDING TO LAW.

**TRIAL DATA:**Case is set for JURY - COURT trial on \_\_\_\_\_

at 9:00 A.M., Courtroom 206, 400 McAllister Street

Time estimated for trial: \_\_\_\_\_

Court trial for assessment of damages only: YES - NO

Names of Judges on panel for court trial: \_\_\_\_\_

Stipulation entered as to 8 person jury: YES - NO

BAJI instruction numbers submitted: \_\_\_\_\_

Sanctions to be imposed if settled after 10:00 A.M. \_\_\_\_\_

ON CALENDAR Will Chen  
 Judge Presiding, Settlement Hearing

**WILLIAM F. CHEN**

1 KIMBALL, TIREY & ST. JOHN, LLP  
2 Jane L. Creason Bar No. 189094  
3 5994 W. Las Positas Blvd., Suite 219  
(800) 525-1690  
(800) 281-1911 (fax)

4 Attorney for Plaintiff  
5 HAYES VALLEY LIMITED PARTNERSHIP

FILED  
SUPERIOR COURT  
COUNTY OF SAN FRANCISCO

FEB 19 2008

GORDON PARK-LI, Clerk

BY: *[Signature]* *Barbara Blank*

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

7 HAYES VALLEY LIMITED PARTNERSHIP

8 Case No.: CUD-06-617995

9 Plaintiff,

10 STIPULATION FOR ENTRY OF JUDGMENT  
11 AND ORDER THEREON

Vs.

12 SHARON BRIDgewater

13 Defendant

14 DOES 1 TO 10 INCLUSIVE

15  
16  
17 IT IS SO STIPULATED by and between the parties hereto through Plaintiff's counsel,  
18 KIMBALL, TIREY & ST. JOHN; Plaintiff, HAYES VALLEY LIMITED PARTNERSHIP,  
19 and Defendant, SHARON BRIDgewater, that judgment in the above-entitled will be entered  
20 as follows should Defendant fail to comply with any of the terms stated herein:

21  
22 1. Plaintiff to receive possession of the premises located at 427 PAGE STREET,  
23 San Francisco, CA, 94102 on *April 30* *2008*. A Writ of Possession for said premises may  
24 issue immediately if Defendant has not restored possession to Plaintiff by vacating said  
25 premises on or before *April 30* *2008* by the close of business at 6:00 p.m.

26  
27 2. The parties further agree that in exchange for Defendant moving out by *April 30*,  
28 Plaintiff will waive all of the past due rent in the amount of \$2,124.74.

1       3. Plaintiff waives \$450 attorneys' fees and \$405 in costs.

2       4. The rental agreement/lease under which Defendant holds possession of said  
3       property is forfeited on April 30, 2008. (Signature)

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

7       6. Defendant SHARON BRIDGEWATER expressly agrees to leave the premises in  
8       good repair and clean condition according to California law.

9       7. Plaintiff shall return Defendant's security deposit in ~~the amount of \$600.00 in~~  
10      ~~accordance with California law~~. (Signature) (Signature)  
11      exchange for keys at ~~March 17, 2008~~.

12      8. Defendant SHARON BRIDGEWATER and any others in possession will move  
13      out April 30, 2008 by 6:00 p.m.

14      9. If Defendant fails to comply with any of the terms as herein stated, judgment shall  
15      enter for possession and the full amount of past due rent, attorneys' fees and costs. A writ of  
16      execution for money and possession shall issue immediately upon Declaration by Plaintiff's  
17      counsel if Defendant fails to comply with this stipulation. Judgment for possession shall be  
18      entered pursuant to CCP 415.46 as to any and all occupants.

20      10. In the event of non-compliance, Plaintiff shall give 24-hour telephonic notice to  
21      the defendant at the following phone number: 415-401-5573.

22      11. This stipulation shall be dispositive of all issues raised in Plaintiff's Complaint and  
23      all affirmative defenses which could have been raised in Defendant's Answer, and shall  
24      be considered as an ~~introduction in any further proceedings initiated by either party~~. (Signature) (Signature)

25      12. It is further stipulated that facsimile signatures shall be deemed originals, per  
26      California Rules of Court, Rule 2.305 (d) and that this Stipulation may be executed in  
27

1 counterparts as circumstances require and shall be deemed fully enforceable upon execution  
2 of all parties hereto.

3 13. In the future, Plaintiff will give only a neutral reference as to dates of occupancy  
4 and rental amount.

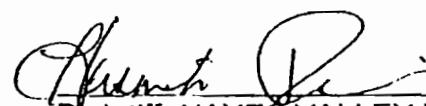
5 14. Each signatory hereto represents that they have the express authority from the  
6 party they represent to sign for and bind that party to the terms herein.

7 15. Defendant reserve the right to sue in the further and  
8 do not give up all claims pertaining to further lawsuits

9 Dated: 2/19/08

10   
Defendant- SHARON BRIDGEWATER

11 Dated: 2/19/08

12   
Plaintiff- HAYES VALLEY LIMITED PARTNERSHIP  
13 By: \_\_\_\_\_  
14 Authorized Agent for Plaintiff

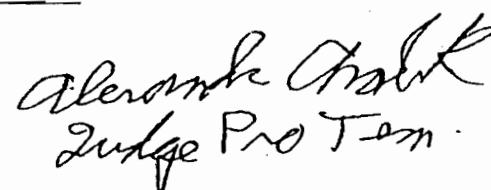
15 Dated: 2/19/08

16   
Jane Creason  
17 KIMBALL, TIREY & ST. JOHN, LLP  
18 Attorneys for Plaintiff  
19 By: Jane Creason

20 ORDER

21 IT IS SO ORDERED:

22 Dated: 2-19-08

23   
Alexander Gold  
24 Judge Pro Tem  
25 JUDGE/COMMISSIONER OF THE SUPERIOR COURT

# Exhibit 10

**HAYES VALLEY  
RESIDENTIAL LEASE**

**1. PARTIES**

23

MAY

2006

3005

THIS LEASE is made and entered into this 23 day of January, 2006 by and between McCormack Baron Management Services, Inc. as agent for Hayes Valley Limited Partnership hereinafter referred to as "Lessor", whose address is 401 Rose Street, San Francisco, California 94102 and Sharon Bridgewater who is (are) jointly and severally responsible under this Lease, hereinafter referred to as "Lessee".

**2. LEASED PREMISES** In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor leases to the Lessee, and Lessee rents from Lessor, those certain improvements and premises (being hereinafter referred to as the "Leased Premises" or the "dwelling unit") located at:

Address: 427 Page Street No: N/A Unit No: N/ACity: San Francisco, State: CA ZIP: 94102

All of the dwelling units and common areas covered by the Ground Lease between Lessor and San Francisco Housing Authority shall collectively be termed, which includes the Leased Premises shall be collectively termed the "Property."

**3. TERM OF LEASE**

MAY 03, 2006

2007

The term of this Lease shall begin on January 06, 2006 and end on December 31, 2005, both dates inclusive, unless sooner terminated as hereinafter provided. After the initial Lease term ends, the Lease shall be extended automatically for successive terms of one (1) month each unless terminated according to the conditions set forth in Sections 22 and 23 of this Lease. All provisions hereof shall remain the same during any such extension, except that Lessor reserves the right to increase the amount of rent upon delivery of written notice to Lessee thirty (30) days prior to the effective date of such increase.

**4. PAYMENTS DUE UNDER THE LEASE**

A. Monthly Rent: The rental for the Leased Premises will be \$ One Thousand Six Hundred Dollars (\$ 1,600 ) payable monthly, in advance, at the office of Lessor, in the City of San Francisco, State of California, or at such other place designated by Lessor. The monthly rent will remain the same for the entire term of the Lease, however, if the Lease is extended beyond the initial term, the monthly rent may be increased upon delivery of written notice to Lessee thirty (30) days prior to the effective date of such increase. Rent is due on the first (1st) day of each month.

B. Payments On Lease Commencement: At the time of the signing of this Lease, Lessee shall pay the following:

1. First Month's Rent: Lessee shall pay the first month's rent. However, if the term of this Lease begins on any day except the first day of the month, Lessee shall pay a full month's rent in advance and will receive a Zero Dollars (\$00.00) credit for rent due on the first of the following month.

2. Security Deposit: Lessee shall also deposit the additional sum of housand Five Hundred Twenty-\$ Dollars (\$ 1,527 ) (hereafter the "Security Deposit"), receipt of which is acknowledged by Lessor, as security for the full and faithful performance by Lessee of this Lease. Upon Lessee's vacating the Leased Premises on termination of the Lease, Lessor will return to Lessee the portion of such deposit remaining after all lawful deductions have been made by Lessor, as described more fully in Section 6 of this Lease.

3. Total Due At Lease Signing: The total due and collected at Lease signing is 0 Dollars (\$ 0 ).

C. Manner of Payments: All payments due under this Lease must be made by personal check, cashier's check, money order, approved electronic cash transfer system or other method of payment approved in writing by Lessor or its agents. Cash will not be accepted. Lessor's refusal to accept payment by means other than those stipulated within this Lease shall not constitute a waiver of any claims or actions Lessor may have against Lessee.

D. Acceptance of Rent Not Waiver: Lessor's acceptance of rent from other than Lessee will not constitute a waiver of any rights, claims, or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his duties and obligations to Lessor, including, but not limited to, the payment of rent and liability for any damages to the Lessor.

**5. ADDITIONAL RENT AND FEES UNDER THE LEASE**

A. All Charges Due Under The Lease Are Additional Rent: Lessee shall pay as additional rent any money required to be paid by Lessee under all other provisions of this Lease, all of which shall be payable as "additional rent", whether or not the same be so designated. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent hereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other right or remedy of the Lessor.

B. Late Payments: If Lessee's rent is not received by the close of the fifth (5th) day of any month, Lessee shall pay as additional rent an amount of TWENTY FIVE Dollars (\$25.00), as a reasonable pre-estimate of, and as liquidated damages for, the administrative cost and expense of Lessor in handling late payments, and not as a penalty. This provision will be strictly enforced unless Lessee receives written permission by Lessor or Lessor's agent to pay rent at a date later than the fifth (5th) day. Such permission must be obtained prior to the first (1st) day of the month in which the rent is due.

C. Checks Not Honored by Bank: Lessee will be charged a fee as additional rent of TWENTY FIVE Dollars (\$25.00), for a check that is not honored for payment by a financial institution, as a reasonable pre-estimate of, and as liquidated damages for, the administrative cost and expense of Lessor in handling bad or dishonored checks, and not as a penalty. If Lessee's personal check is not honored for payment for any reason, then Lessee will be required to make all future payments by cashier's check or money order. This includes payment pursuant to any existing balance as well as all future payments due.

D. Costs of Enforcing Lease Provisions: In the event court proceedings are instituted or an attorney is hired to represent Lessor in order to enforce any term, condition, provision or agreement of this Lease, Lessee agrees to pay Lessor's reasonable costs, including attorney's fees, in connection with any such Lease enforcement as additional rent. These costs and fees shall accrue whether or not court proceedings are actually initiated or completed.

E. Maintenance and Repair: Lessee agrees to pay, as additional rent, the cost of repairing all damages to the Leased Premises and the Property where it is located, beyond ordinary wear and tear, that are caused by the conduct of Lessee, Lessee's guests, licensees or occupants of the Leased Premises or their guests. The cost charged to Lessee will be Lessor's cost of the items replaced and/or materials used plus an administrative charge of fifteen percent (15%), and Lessor's cost for labor. If a contractor other than Lessor makes the repairs, Lessee shall pay the full cost thereof.

**29. MORTGAGE ON PROPERTY:**

This Lease and the estate of Lessee shall be subject and subordinate to any present or future deeds of trust, deeds to secure debt, and mortgages on the real estate (or any part of it) upon which the Leased Premises is situated and to all advances upon the security of such deeds of trust and mortgages.

**30. MILITARY ACTIVATION:**

If Lessee is called to active military duty during the term of this Lease, Lessee shall present to Lessor official orders activating Lessee; then and in that event, this Lease shall be controlled by the Soldiers and Sailors Relief Act of 1940, as amended, 50 U.S.C.A. 50591. If Lessee is active military and presents to Lessor a copy of official orders of transfer to another military location, then and in that event, any liability of Lessee for future rents hereunder shall not exceed one (1) month's rent.

**31. ENTIRE AGREEMENT AND PARTIAL INVALIDITY:**

- A. The terms and conditions set forth in this Lease and any Attachments hereto specifically referenced herein constitute the entire agreement between the Lessee and Lessor. No modification, waiver or amendment of this Lease shall be binding upon either the Lessor or Lessee unless made in writing and executed by both parties. However, Lessor may amend the Rules and Regulations referred to in Section 8 above, without prior notice to or consent of Lessee and Lessee hereby acknowledges that Lessor shall at all times have and may exercise the authority to regulate reasonably the use of the Property and the Leased Premises.
- B. This Lease and its Attachments make up the entire agreement between the Lessee and the Lessor regarding the Leased Premises. If any Court declares a particular provision of this Lease to be invalid or illegal, all other terms and conditions of the Lease will remain in effect and both the Lessor and the Lessee will continue to be bound by them.

**32. LEASE BINDING ON HEIRS:**

All the covenants and the agreement of this Lease shall be binding upon and benefit the heirs, executors, administrators, successors, and assigns of Lessor and Lessee. Lessee agrees, upon request and at any time and from time to time throughout the Lease term, to attorney to Lessor, its successors and assigns, to any mortgagee-in-possession or purchaser of Lessor's estate at any foreclosure sale or pursuant to a deed in lieu thereof, and/or to any other successor to Lessor's interest hereunder, however title is acquired, as being Lessor's successor "Lessor" hereunder for all purposes of this Lease.

**33. DEFINITIONS; HEADINGS:**

- A. Definitions: "Lessor" as used in this Lease shall include its representatives, heirs, agents, assigns and successors in title to the Leased Premises. "Lessee" shall include his heirs, executors, administrators, and representatives. The terms "Lessor" and "Lessee" include singular and plural, corporation, partnership or individual, and masculine or feminine genders, as may fit the particular parties. "Lease" as used in this Lease shall refer to this agreement between Lessee and Lessor, which is, in substance, a sublease, in that Lessor's interest in the Leased Premises is that of a ground Lessee pursuant to a certain ground Lease dated November 25, 1996, between Lessor, as Lessee and, the owner of the Property on which the Leased Premises are located (the "Ground Lease"). Notwithstanding the foregoing, nothing in the Ground Lease is inconsistent with the terms of this Lease, and the rights and obligations of Lessor and Lessee with respect to the Leased Premises are fully set forth herein.
- B. Headings: All headings used in this Lease and in the accompanying attachments hereto are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of this Lease.

**34. NOTICE:** The California of Justice, sheriff's departments, police department serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraphs (1) of the subdivision (a) of section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of neighborhood. The Department of Justice maintains a Sex Offenders Identification Line through which inquires about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.**35. ATTACHMENTS:**

- Rental Application	_____ Lessee Initials
- Move-in Inspection Form	_____ Lessee Initials
- List of Charges	_____ Lessee Initials
- Income Certification (if applicable)	_____ Lessee Initials
- Grievance Procedures	_____ Lessee Initials
- House Rules	_____ Lessee Initials
- Other, specify	_____ Lessee Initials

**36. SIGNATURES:**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LESSEE(S):

By:  Date: 5-23-04

By: \_\_\_\_\_ Date: \_\_\_\_\_

LESSOR:

By:  Date: 5/23/2004

Exhibit 11



**Rental Assistance Disbursement Component  
RADCo**

995 Market Street, 12<sup>th</sup> Floor  
San Francisco, CA 94103  
Tel (415) 947-0797 x301 • Fax (415) 947-0331

February 15, 2008

To Whom It May Concern:

I am writing in regards to Sharon Bridgewater who resides at 427 Page Street, San Francisco, CA 94102. Ms. Bridgewater came to our office to apply for rental assistance for the back rent she owed. In order to complete her application we needed to know how much of the amount due was rent, and how much was for legal, late fees, etc. This is because RADCo can only pay rent, and not any other fees. On more than four different occasions I attempted to get the correct amount from her apartment manager, but I was unable to. At one point I was sent a ledger, but then was told it was not the correct amount. As of today I have still not received the amount due and was therefore unable to finalize her application and pay her back rent.

Please contact me if you have any questions.

Thank you,

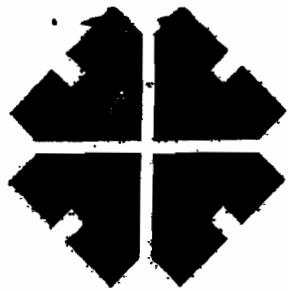
Sincerely,

*Amy Price*

Amy Price  
Rental Assistance Coordinator

6  
6

Exhibit 12



**MAUI ECONOMICS CONCERNS OF THE COMMUNITY, INC.**  
**DBA Na Hale O' Wainee Resource Center**  
**15 Ipu'Aumakua Lane, Lahaina, Hawaii 96761**

**Board of Directors**  
James L. Worley, Chair  
Alec McBarnet, Jr., Vice Chair  
Mary Hew, Secretary  
Russell Yamane, Treasurer

Hugh Chase  
Marc Chesick  
Fr. Gary Colton  
Warren Suzuki  
John Dependahl  
Mark Renschen

James DiFalco  
Jack Gray  
Alvin Tagomori  
John Decker  
Keoki Freeland  
Michael Victorino

*Member, Maui United Way*  
Rebecca L. Woods  
Executive Director  
(808) 242-7600  
Fax: (808) 244-0821  
Leasing Office  
(808) 249-0700  
Fax: (808) 249-8828

**January 16, 2009**

**This letter is to confirm that Sharon Bridgewater resided at Na Hale O Wainee Resource Center, Women's Dorm Facility in our emergency program. Sharon Bridgewater entered our facility on May 9<sup>th</sup>, 2008 and exited on May 29<sup>th</sup>, 2008.**

**Na Hale O Wainee Resource Center  
15 Ipu' Aumakua Lane  
Lahaina, HI 96761**

**Should you have any questions, please call me, Terry Applegate (Site Director) at 662-0076, ext 222.**

**Sincerely,**

**Terry Applegate, Site Director  
Na Hale O Wainee Resource Center**