

JS 44 (Rev. 12/07) (and rev 1-16-08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

I. (a) PLAINTIFFS

Sharon Bridgmont

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

Hawaii

(c) Attorney's (Firm Name, Address, and Telephone Number)

In Propria Persona
105 Miner Place
Makawou, HI 96768

DEFENDANTS

Hayes Valley Limited Partnership

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

Lewis Brisbris, Bisgard & Smith
Jeffery G. Gaimy
One Sansome Street, Suite 1400
San Francisco, CA 94104

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Mod. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

Breach of Contract / Fraud / Negligence

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐ DEMAND \$
CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)

(PLACE AND "X" IN ONE BOX ONLY)

☒ SAN FRANCISCO/OAKLAND☐ SAN JOSE

DATE

SIGNATURE OF ATTORNEY OF RECORD

12/17/08

Sharon Bridgewater (In Propria Persona)
105 Miner Place
Makawao(Maui), Hawaii 97678
808-214-6675
E-Mail: Sbridge11@yahoo.com

FILED

DEC 17 2008

MD

**United States District Court for
the Northern District of California**

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

CV 08

5622

Sharon Bridgewater

Plaintiff,

Vs.

BZ

Hayes Valley Limited Partnerhip

And Does 1-1000,

Lewis Brisbois Bisgard & Smith
Jeffery G. Bairey, SB# 111271
John A. Toal, SB 238473
One Sansome Street, Suite 1400
San Fransico, CA 94104
ATTORNEY(S) for Defendant(s)

Complaint

- 1) First Cause of Action: Breach of Contract
- 2) Second Cause of Action: FRAUD
Intentional Misrepresentation
- 3) Third cause of action: Negligence
- 4) Fourth Cause of Action: Gross Negligence
- 5) Violations of U.S. HUD
FEDERAL Laws
- 6) Violations of California State
Laws
- 7) Unfair Business Practice

I. Introduction

1. (a) This action involves a United States Housing and Urban Development(HUD) written lease agreement/contract between the landlord(Hayes Valley Apartments Limited Partnership.) and the tenant(Sharon Bridgewater).
- (b) Defendant's fraudulently submitted "eviction" documents to the Superior Court of the State of California resulting in a judgment against Plaintiff.
- (c) Plaintiff filed a motion to vacate the Judgment. The Judge granted the motion to vacate Judgment.
- (d) The actions of the Defendant(s) have brought extreme emotional anguish, pain and suffering, Loss of Business income, loss of income, hardship and great distress. Plaintiff continues to suffer from the actions of the Defendant(s).

II. Jurisdiction and Venue

2. (a) Plaintiff is a resident of Hawaii and Defendant(s) are Partners(A Limited Partnership)which conducts business in the State of California.
- (b) Also subject matter is; the contract was written as an United States Housing and Urban Development(HUD) Contract and subject to Federal and State Laws.

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III. Intradistrict Assignment

3. (A) the incident took place in the City of San Fransico, State of California.

IV. Plaintiff

4. (a) I am a 46-year-old female who has a mentally disabled (depression) as defined Social Security Administration act. Plaintiff is person who has "struggled" for nearly all of my adult life, "overcoming obstacles."

(b) In 1992 Plaintiff received an Associates Degree from Washtenaw Community College and worked so hard to become a Student at The University of Michigan. While a student at the University of Michigan, "I was shocked" at the "hugh" gap " between "disadvantage Social/economic schools and systems such as University of Michigan). Shortly after receiving my Bachelor Degree in 1994 I moved to Lansing, Michigan and committed myself to helping economically Disadvantage students(K-12) "be all they could be."

(c) In 1995, Plaintiff formed the Coalition for Empowerment, formally Greater Lansing Helping Hands a 501(c)(3) non-profit organization(A community Partnership-between, Michigan State University, Lansing Community College, Lansing School District and various other welfare agencies) intended to help Socially disadvantage children "excel."

(d) This program helped so, so many children, however funding was cut.

Year after year our funds were cut even more until eventually I had to leave what I love doing most, and move on.

(e) Plaintiff eventually started another company, B and B Building Maintenance Inc,(a Building Maintenance Company) and until just recently have incorporated property Management with this company to accommodate my Investment Company.

(f) In 2004, Plaintiff started Real Estate Investment Company.

Specialty Global Investments formally Specialty Investment Group LLC . It entailed Partnering with Investors to buy Commercial and Residential Real Estate. Several Investors have partnered with our company and purchased properties.

(f) The 2006, when the Real Estate Market “crutch” “hit” American I knew I had to take another approach. So I changed from Partnering with “National” investors to “International Investors.” (London, Germany, Paris and Italy) By “trial and error” and hard work our company has slowly grown.

(G) While on to a “FULL RECOVERY” from my mental illness and to financial independence out of no where I get a “WRIT FOR POSSESSION OF PREMISES” right before Christmas, from the Defendants which subsequently resulted in a total relapse of me being disabled. Defendants actions has resulted in my being homeless and displaced.

1 (g) I have lost the majority of my time this past year suffering from the
2 actions of the Defendant(s) see case history.(Exhibit A) . **This single**
3 **Unlawful Detainer Action length is over 2 years.(April 06 to May 08)**
4 I spent most of my time on this case my time was spent looking for a place to
5 live, and getting re-established. In August of this year I filed a case in
6 California Superior Court where no trial date has been set. I continue to suffer
7 From the defendants conduct. I have loss and continue to lose
8 Business opportunities, loss of income, loss of school study time, etc. I have
9 Dedicated all my time to studying the law for this case. I don't have a
10 Lawyer and can't afford one. I have become "a Hostage" here in San
11 Fransico because I must go back and forward to court trying to do the best I
12 can. Currently I am deprived from my home in Hawaii because of I could not
13 find a lawyer to take this case nor do I have the Financial means to hire an
14 Attorney. If possible please make a summary Judgment or liability Judgment
15 based on the evidence.
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17 (g) Plaintiff is also currently enrolled at the University of Maryland in the Master
18 Of Business Administration (MBA) program. (On-line.) Because this case
19 Has taken so much of my time I don't know if I'm going it seems I'm
20 going to fail my classes this semester.
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v. Defendants

5. (a) Hayes Valley Limited Partnership is a Private Limited Partnership in which the United States Department of Housing and Urban Development awarded a HOPE VI grant in February 1996 to replace public housing units at the Hayes Valley Apartments. It is a "Federal Housing Project" located in/or near downtown San Fransico, governed by federal laws, specially designed to house low income, mentally disabled people such as myself. .

(b) Plaintiff is unaware of the true names and capacities of the Defendants sued As Does 1 through 1000. Each Doe Defendant is responsible in some actionable Manner for the events, occurrences, injuries and damages alleged herein.

(C) Plaintiff will amend complaint when the true names and capacities have been ascertained.

(d) The term "Defendants" will refer collectively to the aforesaid Defendants Acting by and through their managerial employees, and each of them.

(e) Managerial employees of the Defendants, in doing the acts and things described In this complaint, were acting within the course and scope of their respective Agencies and/or employment with the Defendants, and each of them knowledge And consent of Defendants, and each of them, unless otherwise indicated.

VI Specific Fradulant Actions of the Defendant(s)
And Results

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6. (a) On May 3, 2006, Defendants fraudulently enter into a written contract with
Some else other than the Plaintiff.(See exhibit B)
- b) On November 20, 2007 defendants fraudulently filed a Declaration of
Of Non-Compliance; Judgment thereon; and ORDER in the Superior Court
Of California to fraudantly evict me. (See exhibit C)
- (d) On December 19, 2007, Defendants received a Judgment Pursuant
To Stipulation in Unlawful detainer In The Superior Court of California.
This judgment was obtain on fraud, misrepresentation,
And /or negligence.(See Exhibit D) The filing a Judgment of non-compliance in
The Superior Court of The State of California limited Jurisdiction Court
“See Exhibit C.” based on fraudulent, misrepresentation of “exhibit B”
- (e) On Plaintiff filed a motion to vacate Judgment the defendant fraudulent obtained
The judge granted the motion to vacate.(see exhibit E)
- (E) Plaintiff has experience and continued to experience mental anguish, pain and
Suffering, fractured left foot, loss of business income, loss of income, loss of
study time, And damages and TOO TOO MUCH OF MY TIME.

VI. HISTORY

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3 7. (a) On or about December 19th 2004, Plaintiff and Defendants entered into a United
4 States Department and Urban Development (HUD) section 8-rental agreement
5 located at 427 Page Street, San Fransico, California 94102.(A Federal Project)
6 The agreement was executed sometime in January of 2005 and renewed each year.

7 (b) On or about December 22nd 2007(four days before Christmas). Plaintiff
8 Received a Writ for possession of Premises (a document issued by the court after
9 the landlord wins an unlawful Detainer Eviction lawsuit.). The tenant must move
10 within 5 days or the sheriff will forcibly remove tenant possession from premises.

11 **POSTED ON THE FRONT DOOR.** (c).Plaintiff was not aware that their was
12 any back rent owed and did not receive any notices prior to getting the
13 Writ for possession posted on my front door.
14

15 (b) Plaintiff was so disturb and in disbelief. Plaintiff called
16 the Sheriffs office to verify authenticate of writ for possession posted
17 on the front door. The Sheriff informed me it was "the real thing" and
18 told me I needed to move "at once." They stated, "you must have
19 All your possessions out within 5 days or we will forcibly move them.'
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21 (b) I was so depressed, distressed, disturbed, and did not know what I was going
22 to do. For I had spent all my money on Christmas gifts, and invited
23 guess over to enjoy the holidays. Under extreme stress, I took the
24 X-MAS tree down and started packing my belonging to move.
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- (d) Exhaustedly and frantically I called so many rental agencies to find an Apartment. Upon calling I founded that no on was "really" working, because it was the holidays. "WOW," THIS WAS A BOMBSHELL," I DID NOT KNOW WHAT TO DO. It seemed too bad, and hopeless. I had no money, no place To go, and on the verge of becoming homeless with no one to help me.
- (e) Plaintiff ask various people for help. Someone suggested the Eviction Collabrative Defense Agency. So I went there and they informed me that they could Help me with a "stay." A "STAY" is a petition to the court to stay one week in your residence. They also informed that I could possibility stay two weeks and to get three "STAYS," are rare. 'BOY I THOUGHT," there is a God. I was able to stay at least two weeks. However, the extreme, stress and pressure to Move was too frustrating. Time was not on my side. With great fatigue, stress, strain and frustration I continued to call numerous Landlords to try to find a place. It seemed hopeless. With No hope, and nowhere to go I continued to pack to move from the premises.
- (g) Under so much stress, making numerous trips up and down the steps, with no one to help me, trying to move as much as I could, as fast as I could, I slipped on a skateboard some kid left at the bottom of the stairs. As a Result I fractured my left foot. Now on crutches, with a cast I had to wear six weeks; I could not drive to look for an apartment, and the stress, pain was even greater.
- (h) After numerous calls to Landlords it seem "impossible" to find a an apartment in San Fransico to accommodate a low income disabled person

1 with a Section 8 housing choice voucher. However, I could NOT give up. If I
2 didn't find something I would be homeless.

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4 (h) Without a car and in extreme pain from my fractured foot, on crutches I had to
5 go back and forth from 427 Page Street, back and forward to the section 8 office,
6 to the Defense Collaborative and to Superior Court of California defending
7 and saving myself from being evicted by the Sheriffs, literally "buying time."
8 to "STAY" in my house (See Exhibit A)

9
10 (e) By this time it was coming on the end of the second week of the "Stays." There
11 Was no more "Stays," according the Eviction Collaborative Office. However,
12 I was determined to not be homeless in the cold. Finally I got some luck. I
13 Located an Apartment on Oakdale Street, in San Fransico. It was not the type
14 Of Apartment I would choose if I had a choice, but I couldn't be choosy. I
15 literally begged the Landlord to let me move in. So Mr. and Mrs. Banford
16 agreed to let me move in with the 1st month deposit and agreed to wait
17 for the section 8 payment. I took all my X-mas gifts back to the store to get
18 some money for the deposit, and gave them all I had, approx. \$400. They
19 agreed to hold the apartment until I had the rest of the deposit. After begging for
20 help from my family members I was able to come up with \$450 more dollars.

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22 (f) During this time I only had about two days before the Sheriff would come
23 out and put my belonging out of my Apartment on Page Street.

24 I repeatedly, frantically, historically, with great mental anguish begged the
25 Defense Collaborative personnel to help me with more "STAYS," but

26 Again they told me it was very rare that the Judge would allow me to remain in
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my home. So they referred me to "The ACCESS" an agency that helps low

income people. Upon arrival at the "The Access" one of the staff members came to assist. I explained to her that I needed more time in my place . I begged her to help me, for the Sherriff was coming in two days. She went to get my court file, and noticed in my file that the stipulation for entry of Judgment was not my signature.(see Exhibit B). " I WAS SHOCKED, AND IN GREAT DISBELIEF, HOW COULD SOMEONE DO SUCH A FRIVOLOUS THING." She informed me that She could ask for hearing to see the Judge to get the motion vacated. By this time all my stuff was packed and my section 8 worker was in The process of transferring my section 8 voucher to the new place. I Finally got up the remaining balance to move into my new apartment and Moved all my possession from Page Street(the old apartment) to Oakdale(the new apartment). My section 8 worker had already transferred all my Paperwork from Page Street to Oakdale Street.

(g) On or about January 22, the motion was granted to vacate the Judgment After we received the "Motion to vacate Judgment"(SEE EXHIBIT E) my section 8 case-Worker told me that because she had not received my Apartment release papers(In order to move out Hayes Valley Apts. They would have had to sign release papers) I could not get my section 8 voucher transfer to my new place on Oakdale Street.

(h) Now my section 8 worker had to explain this to Mr. and Mrs. Banford, what had Happened,(that I needed my release papers from Hayes Valley) to get

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2 The section 8 voucher transferred to the new apartment. Hayes Valley Limited
3 Apartments would not release my Section 8 voucher because we had
4 received a motion to vacate their Judgment. My section 8 worker,
5 and all agencies was working so hard to move quickly and swiftly to keep
6 me from being on the streets. But once Hayes Valley would not
7 release/transfer the voucher my section 8, my worker was unwilling to work
8 as she fast as she did before to transfer my voucher to "any" other place. After
9 all this moving, and going back and forward I was stuck with an
10 empty Hayes Valley Apartment and a "Full" Oakdale Street Apartment.
11 Mr. and Mrs. Banford was furious because they had so many people calling
12 With their full deposit and first month rent wanting the apartment I had already
13 Moved into. Mr. and Mrs. Bandford wanted me to move out of their place
14 As soon as possible. It took me approximately two weeks to move from
15 Oakdale Street(the New Apartment) back to the Old(Page Street Apartment).
16 My deposit was forfeited. My foot was "killing me." The pain was too
17 Unbearable. Moving in the cold freezing rain was terrifying.

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20 (i) When I moved back into Hayes Valley, I was too, too tired. Virtually I just
21 Left everything packed and threw the mattress on the floor and ate out
22 Brown paper bags. All I wanted was my foot to heal from the unbelievable pain.
23 Pain. All I wanted was some peace from the mental, physical, emotionally stress
24 And strain.

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27 (j) During the holiday season through late February Plaintiff, was going back and

With no money and no one to help me. My family members kept calling me
For the money they had given to me. Hayes Valley informed me that I had
To move "OUT" again in a month if I didn't give them "ALL" the rent money. I
Almost Committed suicide. They kept pressing me to move. I couldn't fight
Anymore. I tried to remain in the Apartment as long as I could because
I had no money and no where to go. Defendants literally "forced" me to
Move. What I mean by "forced" to move, is, the Defendants knew that I was
Low-income, and disable and could afford to pay \$2,124.74 and attorney fee's
and Cost totally approximately \$3,000.00 ALL AT ONCE. Defendants did
not apologize for their "GROSS FRADULANT ACTIONS" nor did they
offer payment arrangements to keep me in the rental unit and to keep me from
being a displaced, disabled person. It seems to me that they should have
either started a new Unlawful Detainer action because of their illegal
actions "OR" made payment arrangements to continue to let me stay their.
And keep a disable person in the unit. However, they said I must pay all the
Money in one lump sum.

(K) After all this, Plaintiff was so tired and stress out I accepted being homeless and
Relapse into being totally depressed and even more "non-functioning."
I became so weary and wanted to commit suicide. I tried, and
tried with every ounce of energy I had to find another apartment in San Fransico
at that time with no prevail. It was impossible for find another Landlord
that would accommodate a "mentally disabled." In SAN FRANSICO.

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lost every hope and ambition that I had. It seems as though I couldn't "fight anymore." I had been through so much all I wanted was peace and quiet. In addition, I thought if I'm going to be Homeless I might as well be homeless where it's warm, where I will not have to deal with cold weather, where I can eat "free" food(Bananas, coconuts) from the trees if the occasion arises. So I relocated to Hawaii, where I was displaced and homeless for over two month.

(l) Even though I moved to Hawaii, I found my self under the same stress and strain in becoming familiar with my new surroundings and getting everything established again and in finding an apartment. It is extremely difficult to find a place in Maui, Hawaii.

(M) In August I was able to come to San Fransico to file a lawsuit Against Hayes Valley Limited Partnership for all the pain and stress they have put me through. Plaintiff suffers and continue to "be held Hostage " by defendants. I must stay here and do this case. Currently I am a "full time" law student as in working on this case. All my college course work has perished. Plaintiff will not pass my classes this semester because all my time is going into preparing this case. Currently this law suit is in State Court. No trial date has been set. I have chosen to file in Federal Court because I am a resident of Hawaii. I have learned about the government PACER system while preparing this case and I know it will make everything is easier for me. However, I ask You "the Judge" to make a decision of liability based on the evidence.

VII. CAUSES OF ACTION

First Cause of Action: Breach of Contract

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3 8 (a) In January 2005 Defendants(Hayes Valley Limited
4 Partnership) and Plaintiff(Sharon Bridgewater-a single person) entered into
5 HUD an tenant/landlord lease agreement. This contract renewed
6 Each year.
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8 (b) This agreement stated that Plaintiff and Defendants would be bound
9 the agreement unless changed on mutual consent of the parties.
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11 (c) One of the conditions of the lease was to be honest. On May 3, 2006
12 Hasinah Rahim, the property Manger for Hayes Valley
13 Breach this agreement when she entered into a contract with some other
14 than Plaintiff of property located at 427 Page Street, San Fransico.
15 This breach of contract in ultimately ended in a fraudlant a writ for
16 Possession of premises. As a result Plaintiff has suffered great emotional
17 And mental anguish, a foot injury resulting from great emotional distress,
18 Pain and suffering, loss of business opportunity and income, loss
19 Income. Plaintiff is entitled to treble damages because of my disability.
20 Plaintiff also ask for other relief as deem necessary by the court.
21
22 (d) On November 20 2007, Hayes Valley attorneys breached contract by
23 filing a Fraudulently filing a Stipulation for Judgment in Superior Court of
24 Califonia in they which breached Federal(HUD) rental agreement.(A false
25 claim).

(c) As a result Plaintiff has said including but not limited to: As a result

Plaintiff has suffered great emotional And mental anguish, a foot injury resulting from great emotional distress, Pain and suffering, loss of business opportunity and income, loss income, pain and suffering from a . Plaintiff is entitled to treble damages because I am disable. Defendants conduct constitutes oppression, fraud and malice and plaintiff. I don't know much about what I should ask for about what I am entitled to; I ask for compensatory damages, general damages, statutory damages, special damages, nominal damages and punitive damages of no less than \$50,000,000.

Second Cause of Action: **"FRAUD" Intentional Misrepresentation**

9(a) Blacks Law Dictionary states " an intentional perversion of truth from the purpose of inducing another in reliance upon it to part with some value thing belonging to him or to surrender legal right.(The apartment)

See Exhibits "A,B and C"

(b) On May 3, 2006, Defendant(s) Haneshia Rashian, Property Manager for Hayes Valley. Who is an authorized Agent for Hayes Valley Limited Partnership Knowingly, willful and deceitfully had someone else Sign a contract(Stipulation) of property of 427 Page other than myself, and Passed this information to the Defendant(s) lawyers.

C) Plaintiff do not know the location where this fraudulent act took place.

It could have been at the property Management Office, It could -16-

Have taken place in her house, I was not there and this is

Not my signature and no one had authority to sign on my behalf.

(d) As a result Plaintiff has said including but not limited to: As a result Plaintiff has suffered great emotional And mental anguish, a foot injury resulting from great emotional distress, Pain and suffering, loss of business opportunity and income, loss income, pain and suffering from a . Plaintiff is entitled to treble damages because I am disable. Defendants conduct constitutes oppression, fraud and malice and plaintiff. I don't know much about what I should ask for about what I am entitled to; I ask for compensatory damages, general damages, statutory damages, special damages, nominal damages and punitive damages of no less than \$50,0000,000.

Third Cause of Action: Neglience

10(a) Defendant(s) had a legal obligation to disclose information and/or any transactions, covenants, contracts, especially and Unlawful Detainer-Stipulation where it has serious consequence such as an eviction.

(b) On May 3, 2006 Hashenia Rashed, Authorized Agent and Property Manager and her acts and /or omissions was a direct result Of injuries I have suffered. Her failure to disclosed that she entered Into a contract with someone else regarding 427 Page Street, cause me Great suffering.

-17-

(c) The duty of care owed by defendants to plaintiff included but was not

Limited to the following duties: The duty to comply with all laws

Regarding plaintiff's tenancy and the operation of the premises; the duty to

Protect plaintiff's tenancy and the operations of the premises; the

Duty to protect the plaintiff quiet enjoyment of the subject unit; the duty to

Inform plaintiff of all legal proceedings pertaining to real property

of 427 Page Street, San Fransico, California 94102.

(d) Defendants acts and omissions of lawyers caused Plaintiff substantial harm.

These lawyers have at least four to five years of professional training in

A compentant law school that resulted in an Law Degree. Their Lawyers

Should have noticed that the Agreement was not my signature when filing the

Papers in the Superior Court of the State of California. Either this was a

Consiracy or they were just negligent.

(e) Defendant's acts and omissions as decribed above, and each of

Them constituted violations of law. The fact that they didn't

Communicate this information was a direct result of injuries to me.

As a result Plaintiff has said including but not limited to: As a result

Plaintiff has suffered great emotional And mental anguish, a foot injury

resulting from great emotional distress, Pain and suffering, loss of business

opportunity and income, loss income, pain and suffering from a . Plaintiff is

entitled to treble damages because I am disable. Defendants conduct

constitutes oppression, fraud and malice and plaintiff. I don't know much

about what I should ask for about what I am entitled to; I ask for

compensatory damages, general damages, statutory damages, special
damages, nominal damages and punitive damages and treble damages
of no less than \$50,0000,000.

Fourth CAUSE OF ACTION;
Gross Negligence

- (a) Defendant conduct was so outrageous reckless, malice, oppressive
the defendants disregarded the Plaintiff . Defendant had full knowledge that I
have a mental disability, low income and needed my house. They
knew I didn't have anywhere to go. They took illegal actions to evict me.
- (b) This "elementary signature" on the Judgment is grossly negligent. How could
any one have disregard for someone else rights under and contract and let
someone else sign the a contract as they did. (See exhibit B)
- (c) Defendant maliciously waited over 5 months(see Exhibit C Page 2 line 19) to
file around the Holiday seasons to Purposely evict me during the Christmas
holiday season.
- (d) These are virtually the only low income housing projects in San Fransico.
Defendants knew if I got evicted "literally I would be evicted from the City of
San Fransico. They knew It is almost impossible for a with a person receiving a
Disability income to find housing in San Fransico. It knew it would have

-19-

suffered extreme hardship.
(e) Defendant after there negligence, fraud with the stipulation Defendant did

not apologized for their mistake nor did they give me an opportunity to make rental payment "agreement." They purposely wanted me to suffer extreme pain.

(f) The defendants Knew that I was low-income, disable and

could afford to pay \$2,124.74 and attorney fee's and cost totally approximately

\$3,000.00. It would seem after there "GROSS FRADULANT ACTIONS"

they would have had the cortesy to say I'm sorry and at least offer a rental

repayment payments but THEY WANTED ALL THE MONEY AT ONE

TIME.

(g) Defendant(s) had total disregard for Plaintiff welfare, and didn't care. Their

conduct was grossly outrageous, reckless and illegal. As a result Plaintiff

has said damages including but not limited to: suffering greatly

emotional And mental anguish, a foot injury resulting from great emotional

distress, Pain and suffering, loss of business opportunity and income, loss

income, pain and suffering from a . Plaintiff is entitled to treble damages

because I am disable. I don't know much about what I should ask for about

what I am entitled to; I ask for compensatory damages, general damages,

statutory damages, special damages, nominal damages and punitive damages of

no less than \$50,000,000. In addition, to punish and to make an example of

the Defendants actions. A totally renovated 2 bedroom single family dwelling or

Condo in San Fransico, California in the downtown area "the best in the

City of San Fransico, and the heart of San Fransico near wear I was wrongfully

-20-

Fifth CAUSE OF ACTION:
VIOLATION OF UNITED STATES HOUSING AND
URBAN DEVELOPMENT FEDERAL

16. (a) United States Department of Housing and Urban Development(HUD)
requires management to submit notices of eviction to the State office “ a copy
of eviction” early in the eviction process. This was not done.

17. (a) Federal law prohibits “fraud” and requires Landlords, when going
Through the Unlawful Detainer Proceeding, abide by State Law.
This was not done.

This is an law I found in the law library. It quotes, “(a) In general (1) Effect on other
remedies The penalties set forth in this section shall be in addition to any other available
civil remedy or any available criminal penalty, and may be imposed regardless of
whether the Secretary imposes other administrative sanctions.

(2) Failure of Secretary The Secretary may not impose penalties under this section for a
violation, if a material cause of the violation is the failure of the Secretary, an agent of the
Secretary, or a public housing agency to comply with an existing agreement. (b)

Violations of housing assistance payment contracts for which penalty may be imposed (1)

Liabe parties The Secretary may impose a civil money penalty under this section on -
any owner of a property receiving project-based assistance under section 8 [42 U.S.C.
1437f];

any general partner of a partnership owner of that property; and (C) any agent -21-

employed to manage the property that has an identity of interest with the owner or the general partner of a partnership owner of the property. (2) Violations A penalty may be imposed under this section for a knowing and material breach of a housing assistance payments contract, including the following - (A) failure to provide decent, safe, and sanitary housing pursuant to section 8 [42 U.S.C. 1437f]; or knowing or willful submission of false, fictitious, or fraudulent statements or requests for housing assistance payments to the Secretary or to any department or agency of the United States. (3) Amount of penalty The amount of a penalty imposed for a violation under this subsection, as determined by the Secretary, may not exceed \$25,000 per violation. (c) Agency procedures (1) Establishment The Secretary shall issue regulations establishing standards and procedures governing the imposition of civil money penalties under subsection."

These are the Goals of :

Management of Housing as Required by HUD Goals

"§ 1701z-11. Management and disposition of multifamily housing projects

"(a) Goals

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

- (1) is consistent with the National Housing Act [12 U.S.C. 1701 et seq.] and this section;
- (2) will protect the financial interests of the Federal Government; and
- (3) will, in the least costly fashion among reasonable available alternatives, address the goals of—

(A) preserving certain housing so that it can remain available to and affordable by low-income persons;

-22-

(B) preserving and revitalizing residential neighborhoods;
(C) maintaining existing housing stock in a decent, safe, and sanitary condition;
(D) minimizing the involuntary displacement of tenants;
(E) maintaining housing for the purpose of providing rental housing, cooperative housing, and homeownership opportunities for low-income persons;
(F) minimizing the need to demolish multifamily housing projects;
(G) supporting fair housing strategies; and
(H) disposing of such projects in a manner consistent with local housing market conditions.”

Defendants failed to abide by “letter D,” under these management goals.

(b) As a result Plaintiff has said including but not limited to: As a result Plaintiff has suffered great emotional And mental anguish, a foot injury resulting from great emotional distress, Pain and suffering, loss of business opportunity and income, loss income, pain and suffering from a . Plaintiff is entitled to treble damages because I am disable. Defendants conduct constitutes oppression, fraud and malice and plaintiff. I don’t know much about what I should ask for about what I am entitled to; I ask for compensatory damages, general damages, statutory damages, special damages, nominal damages and punitive damages of no less than \$50,0000,000. Also penalties and any thing the court might deem proper.

Sixth Cause of Action
Violations of California State Law

1
2 18. (a) Defendant(s) fraudulent conduct was the direct cause of not procedurally
3 going through Unlawful Detainer process correctly violate California Law
4 civil code procedure (1161 and 1162)did not get the proper stipulation.

5 (b) By not following proper California civil procedures in the Unlawful

6 By fraudulently altering my name Defendants were able to avoid, and
7 conceal the fact until Christmas. Defendants "stole" my 2007 holiday.
8 Which they breached my quiet enjoyment.

9
10 (c) California civil code 3345 states, "Unfair or deceptive practices against senior

11 citizens or disabled persons; treble damage (a) This section shall apply only in
12 actions brought by, on behalf of, or for the benefit of senior citizens or disabled
13 persons, as those terms are defined in subdivisions (f) and (g) of Section 1761, to
14 redress unfair or deceptive acts or practices or unfair methods of competition (b)
15 Whenever a trier of fact is authorized by a statute to impose either a fine, or a civil
16 penalty or other penalty, or any other remedy the purpose or effect of which is to
17 punish or deter, and the amount of the fine, penalty, or other remedy is subject to
18 the trier of fact's discretion, the trier of fact shall consider all of the following
19 factors, in addition to other appropriate factors, in determining the amount of
20 fine, civil penalty or other penalty, or other remedy to impose. Whenever the
21 trier of fact makes an affirmative finding in regard to one or more of the
22 following factors, it may impose a fine, civil penalty or other penalty, or other
23 remedy in an amount up to three times greater than authorized by the statute, or,
24
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-24-

where the statute does not authorize a specific amount, up to three times greater than the amount the trier of fact would impose in the absence of that affirmative finding.

Whether the defendant knew or should have known that his or her conduct was directed to one or more senior citizens or disabled persons.

(2) Whether the defendant's conduct caused one or more senior citizens or disabled persons to suffer: loss or encumbrance of a primary residence, principal employment, or source of income; substantial loss of property set aside for retirement, or for personal or family care and maintenance; or substantial loss of payments received under a pension or retirement plan or a government benefits program, or assets essential to the health or welfare of the senior citizen or disabled person.

(3) Whether one or more senior citizens or disabled persons are substantially more vulnerable than other members of the public to the defendant's conduct because of age, poor health or infirmity, impaired understanding, restricted mobility, or disability, and actually suffered substantial physical, emotional, or economic damage resulting from the defendant's conduct."

Also penalties and any thing the court might deem proper.

As a result Plaintiff has said including but not limited to: As a result

-25-

Plaintiff has suffered great emotional And mental anguish, a foot injury resulting from great emotional distress, Pain and suffering, loss of business opportunity and income, loss income, pain and suffering from a . Plaintiff is entitled to treble damages because I am disable. Defendants conduct constitutes oppression, fraud and malice and plaintiff. I don't know much about what I should ask for about what I am entitled to; I ask for compensatory damages, general damages, statutory damages, special damages, nominal damages and punitive damages of no less than \$50,0000,000. Also penalties and any thing the court might deem proper.

SEVENTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICE

Defendant fraudlently, misrepresented Plaintiff with malice, and oppressive and terrible acts in conducting their business practice(s). Defendant(s), in conducting business were obligated to comply with the laws of the state of California. Defendants engaged in an unlawful, unfair and fradulent business practice of property olocated at 427 Page Street, San Fransico, California 94102, in which they had under there control and possession: such practices include but are not limited to:

1. Filing fraudlent Stipulations and Judgment in Superior Court of California. Obtaining a Jugdment against Plaintiff under misrepresentation and fraudulent pretences and wrongfully evicting plaintiff to gain control Of THE UNIT.

Plaintiff misrepresented a disabled individual and made me move and did not

Offer a payment plan . California Business and Professional code states if you is found

guilt of 7206.1. (a) (1) In addition to any liability for a civil penalty pursuant to Section 17206, any person who violates this chapter, and the act or acts of unfair competition are perpetrated against one or more senior citizens or disabled persons, may be liable for a civil penalty not to exceed two thousand five hundred dollars (\$2,500) for each violation, which may be assessed and recovered in a civil action as prescribed in Section 17206.

(2) Subject to subdivision (d), any civil penalty shall be paid as prescribed by subdivisions (b) and (c) of Section 17206.

(b) As used in this section, the following terms have the following meanings:

(1) "Senior citizen" means a person who is 65 years of age or older.

(2) "Disabled person" means any person who has a physical or mental impairment that substantially limits one or more major life activities.

(A) As used in this subdivision, "physical or mental impairment" means any of the following:

(i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss substantially affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs;

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personal or family care and maintenance; or substantial loss of

1 payments received under a pension or retirement plan or a government
2 benefits program, or assets essential to the health or welfare of the
3 senior citizen or disabled person.

4 (3) Whether one or more senior citizens or disabled persons are
5 substantially more vulnerable than other members of the public to the
6 defendant's conduct because of age, poor health or infirmity,
7 impaired understanding, restricted mobility, or disability, and
8 actually suffered substantial physical, emotional, or economic damage
9 resulting from the defendant's conduct.
10

11 (d) Any court of competent jurisdiction hearing an action pursuant
12 to this section may make orders and judgments as may be necessary to
13 restore to any senior citizen or disabled person any money or
14 property, real or personal, which may have been acquired by means of
15 a violation of this chapter. Restitution ordered pursuant to this
16 subdivision shall be given priority over recovery of any civil
17 penalty designated by the court as imposed pursuant to subdivision
18 (a), but shall not be given priority over any civil penalty imposed
19 pursuant to subdivision (a) of Section 17206. If the court determines
20 that full restitution cannot be made to those senior citizens or
21 disabled persons, either at the time of judgment or by a future date
22 determined by the court, then restitution under this subdivision
23 shall be made on a pro rata basis depending on the amount of loss." -28-
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17200 & 17206. They Should restore disable residence.

award civil penalty and just and proper by court according to trial.

As a result Plaintiff has said including but not limited to: As a result Plaintiff has suffered great emotional And mental anguish, a foot injury resulting from great emotional distress, Pain and suffering, loss of business opportunity and income, loss income, pain and suffering from a . Plaintiff is entitled to treble damages because I am disable. Defendants conduct constitutes oppression, fraud and malice and plaintiff. I don't know much about what I should ask for about what I am entitled to; I ask for compensatory damages, general damages, statutory damages, special damages, nominal damages and punitive damages of no less than \$50,000,000. Including penalties and any and all the court deem necessary.

WHEREFORE, plaintiff prays for judgment against defendants as follows:

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the class they represent, respectfully pray as

follows:

1. That the Court assume jurisdiction of this cause.
2. That the Court enter a order to enjoin Defendants, Partners, Businesses, officers, agents, employees, assigns, successors and all persons acting in concert and their insurance company or companies, and/or "all person" to the Judges Discretion who are liable for damages.

A) General Damages on all cause of action in the

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2. amount according to proof at trial.

- 1 B) For statutory damages in an amount to be determined
On all causes of actions especially #5, 6 and 7 and/or according to proof at trial.
- 2 C) For actual damages in an amount to be determined for
All causes according to proof at trial.
- 3 D) For special damages in an amount to be determined
4 For all causes according to proof at trial.
- 5 E) Punative Damages in an amount to be determined for
6 All causes according to proof at trial.
- 7 F) An award for such other and further relief as the Court may
deem just and proper.
- 8 G) An order for liability of all Defendants(Partnership) based on evidence.
- 9 H) An order for a separate trial for damages.
- 10 I) An order a separate trial for punitive damages.
- 11 J) An order to protect such people as myself.(low income,
12 Disabled, elderly of unfair business practices
- 13 K) An order as "YOU" "THE JUDGE" see fit regarding their conduct.
- 14
- 15

16 DEMAND JURY TRIAL

17

18

19 DATED: DECEMBER 16TH, 2008

20 Have a Happy/Merry Christmas

21

22

23 
SHARON BRIDGEWATER
IN PROPRIA PERSONA

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Case Information

CUD-06-617995

HAYES VALLEY LIMITED PARTNERSHIP VS. SHARON BRIDGEWATER et al (Limited)

Register of Actions

Date	Proceedings	Fee
May-12-2008	DISMISSAL OF ENTIRE ACTION OF ALL PARTIES AND ALL CAUSES OF ACTION WITH PREJUDICE	
Feb-19-2008	REMOVED FROM MASTER COURT CALENDAR SET FOR FEB-19-2008 - OFF CALENDAR. MATTER SETTLED WITH JUDGE PRO TEM. STIPULATION FOR ENTRY OF JUDGMENT FILED. (206)	
Feb-19-2008	ORDER & STIPULATION FOR ENTRY OF JUDGMENT	
Feb-15-2008	OFF JURY CALENDAR A/C FAILURE TO DEPOSIT JURY FEES WITHIN PRESCRIBED TIME AS SET FORTH IN SEC. 631 CCP RESET FOR COURT TRIAL ON FEB-19-2008 AT 09:00 AM IN DEPT 206	
Feb-13-2008	MINI-MINUTES FOR FEB-13-2008 1:30 PM	
Feb-13-2008	NOTICE OF LIMITED SCOPE REPRESENTATION, U.D. SETTLEMENT CONFERENCE FILED BY DEFENDANT BRIDGEWATER, SHARON TERREBONNE, LYNN ASSIGNED TO REPRESENT PARTY FOR U. D. SETTLEMENT CONFERENCE	
Feb-13-2008	SETTLEMENT CONFERENCE HELD, CASE NOT SETTLED. JPT W. CHEN, CLERK K. SHAW, NOT REPORTED. (206)	
Jan-30-2008	RETURN OF EXECUTION FOR POSSESSION OF REAL PROPERTY ISSUED TO SAN FRANCISCO COUNTY, RETURNED AND FILED, FULLY SATISFIED AS TO DEFENDANT BRIDGEWATER, SHARON	
Jan-28-2008	NOTICE OF TIME AND PLACE OF TRIAL AND SETTLEMENT HEARING HEARING SET FOR FEB-13-2008 AT 01:30 PM IN DEPT 218	
Jan-28-2008	DEMAND FOR JURY ON REQUEST TO SET CASE FOR JURY TRIAL FILED BY DEFENDANT BRIDGEWATER, SHARON JURY TRIAL SET FOR FEB-19-2008 AT 09:00 AM IN DEPT 206 ESTIMATED LENGTH OF TRIAL: 4.0 HOURS	
Jan-24-2008	REFUND/REIMBURSEMENT OF \$18.20 FOR TRANSACTION W2108102R020 (RENT DEPOSIT), PAYABLE TO HAYES VALLEY LTD, DOC#1900963571, TRUST TAG#19913, WARRANT #38001435, DATED JAN-24-2008	
Jan-24-2008	REFUND/REIMBURSEMENT OF \$18.20 FOR TRANSACTION R1608108R004 (RENT DEPOSIT), PAYABLE TO HAYES VALLEY LTD, DOC#1900963571, TRUST TAG#19963, WARRANT #38001435, DATED JAN-24-2008	
Jan-22-2008	ORDER TO SET ASIDE/VACATE JUDGMENT ("ORDER GRANTING MOTION TO VACATE JUDGMENT") JUDGMENT OF DEC-19-2007 SET ASIDE	
Jan-22-2008	DEMAND FOR JURY FILED BY DEFENDANT BRIDGEWATER, SHARON	
Jan-22-2008	MINI-MINUTES FOR JAN-22-2008 9:30 AM	
Jan-22-2008	ANSWER TO COMPLAINT FILED BY DEFENDANT BRIDGEWATER, SHARON	
Jan-22-2008	LAW AND MOTION 301, DEFENDANT SHARON BRIDGEWATER'S MOTION TO SET ASIDE JUDGMENT. MATTER WAS ARGUED. THE COURT ADOPTED ITS TENTATIVE RULING AS FOLLOWS: GRANTED AS NO SUBSTANTIVE OPPOSITION FILED. ORDER WAS SIGNED IN OPEN COURT. JUDGE: PETER J. BUSCH, REPORTER: CAROL KAREN, CSR #8189	
Jan-18-2008	EX PARTE APPLICATION FOR ORDER FOR STAY OF EXECUTION, POINTS AND AUTHORITIES FILED BY DEFENDANT BRIDGEWATER, SHARON	IFP

Case Information

CUD-06-617995

HAYES VALLEY LIMITED PARTNERSHIP VS. SHARON BRIDGEWATER et al (Limited)

Register of Actions

Date	Proceedings	Fee
Jan-18-2008	REPLY TO PLTF'S OPPOSITION FILED BY DEFENDANT BRIDGEWATER, SHARON	
Jan-15-2008	LAW AND MOTION 301, DEFENDANT SHARON BRIDGEWATER'S MOTION TO SET ASIDE JUDGMENT CONTINUED FROM JAN-15-2008 TO LAW AND MOTION AT JAN-22-2008, 9:30 AM IN DEPT. 301. THE COURT ADOPTED THE TENTATIVE RULING AS FOLLOWS: CONTINUED TO JANUARY 22, 2008 ON THE COURT'S OWN MOTION. THE COURT WILL SIGN A FURTHER STAY OF EVICTION THROUGH JANUARY 22, 2008 ON PRESENTATION BY DEFENDANT. PLAINTIFF IS TO FILE AND SERVE ITS OPPOSITION TO THE PENDING MOTION BY NOON ON JANUARY 18, 2008. JUDGE: PETER J. BUSCH, REPORTER: CAROL KAREN, CSR #8189	
Jan-15-2008	MINI-MINUTES FOR JAN-15-2008 9:30 AM	
Jan-11-2008	OPPOSITION TO DF'S MTN TO VACATE JUDGMENT; P&A IN SUPPORT THEREON FILED BY PLAINTIFF HAYES VALLEY LIMITED PARTNERSHIP	
Jan-09-2008	POS OF NOTICE OF MOTION TO SET ASIDE JUDGMENT; MEMO P/A; DECLARATION FILED BY DEFENDANT BRIDGEWATER, SHARON	
Jan-08-2008	ORDER GRANTING EX PARTE APPLICATION FOR ORDER SHORTENING TIME ON A MOTION TO VACATE JUDGMENT	
Jan-08-2008	NOTICE OF MOTION AND MOTION TO SET ASIDE JUDGMENT, PROOF OF SERVICE, POINTS AND AUTHORITIES, DECLARATION FILED BY DEFENDANT BRIDGEWATER, SHARON	IFP
Jan-08-2008	HEARING SET FOR JAN-15-2008 AT 09:30 AM IN DEPT 301 RENT DEPOSIT FEE TAG #019963 DEPOSITED BY DEFENDANT BRIDGEWATER, SHARON	18.20
Jan-08-2008	ORDER OF THE COURT FOR STAY OF EXECUTION	
Jan-08-2008	EX PARTE APPLICATION FOR ORDER SHORTENING TIME FOR FLING AND SERVING A MOTION TO VACATE, POINTS AND AUTHORITIES FILED BY DEFENDANT BRIDGEWATER, SHARON	IFP
Jan-08-2008	EX PARTE APPLICATION FOR ORDER FOR STAY OF EXECUTION, POINTS AND AUTHORITIES, DECLARATION FILED BY DEFENDANT BRIDGEWATER, SHARON	IFP
Jan-02-2008	RENT DEPOSIT TRUST TAG#19913 DEPOSITED BY DEFENDANT BRIDGEWATER, SHARON	18.20
Jan-02-2008	ORDER FOR STAY OF EXECUTION	
Jan-02-2008	EX PARTE APPLICATION FOR ORDER FOR STAY OF EXECUTION, POINTS AND AUTHORITIES FILED BY DEFENDANT BRIDGEWATER, SHARON	IFP
Jan-02-2008	APPLICATION FOR WAIVER OF COURT FEES AND COSTS PURSUANT TO G.C. 68511.3 (CONFIDENTIAL) FILED BY DEFENDANT BRIDGEWATER, SHARON	
Dec-21-2007	ORDER GRANTING WAIVER OF COURT FEES AND COSTS PURSUANT TO CRC 3.50 - 3.63 EXECUTION FOR POSSESSION OF REAL PROPERTY ISSUED TO SAN FRANCISCO COUNTY DEC. OF DAILY RENTAL VALUE \$3.51 AS TO DEFENDANT BRIDGEWATER, SHARON	15.00
Dec-19-2007	STIPULATION FOR JUDGMENT FILED; THE COURT ORDERED THE FOLLOWING JUDGMENT ENTERED: IT IS ADJUDGED THAT PLAINTIFF	

Case Information

CUD-06-617995

HAYES VALLEY LIMITED PARTNERSHIP VS. SHARON BRIDGEWATER et al (Limited)

Register of Actions

Date	Proceedings	Fee
	HAYES VALLEY LIMITED PARTNERSHIP RECOVER FROM DEFENDANT BRIDGEWATER, SHARON THE RESTITUTION AND POSSESSION OF THE PREMISES: 427 PAGE ST. S.F. CA. 94102 \$638.00 RENT, TOTAL JUDGMENT \$638.00, LEASE FORFEITED, SEE SCANNED DOCUMENT NOTICE OF ENTRY OF JUDGMENT AND AFFIDAVIT OF MAILING FILED Nov-26-2007 DECLARATION OF NON-COMPLIANCE; JUDGMENT THEREON; AND ORDER FILED BY PLAINTIFF	
May-11-2006	HAYES VALLEY LIMITED PARTNERSHIP STIPULATION FOR ENTRY OF JUDGMENT FILED BY PLAINTIFF HAYES VALLEY LIMITED PARTNERSHIP ALSO FILED BY DEFENDANT BRIDGEWATER, SHARON	180.00
Apr-24-2006	NOTICE TO DEFENDANTS	
Apr-24-2006	UNLAWFUL DETAINER - RESIDENTIAL, COMPLAINT FILED BY PLAINTIFF HAYES VALLEY LIMITED PARTNERSHIP AS TO DEFENDANT BRIDGEWATER, SHARON DOES 1-10 INCLUSIVE SUMMONS ISSUED, JUDICIAL COUNCIL CIVIL CASE COVER SHEET FILED	195.00

ENDORSED
FILED
San Francisco County Superior Court

MAY 11 2006

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

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

Attorney for Plaintiff
Hayes Valley Limited Partnership

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

HAYES VALLEY LIMITED PARTNERSHIP
Plaintiff,

Vs.

SHARON BRIDGEWATER
Defendant(s)

DOES 1 TO 10 INCLUSIVE

Case No.: CW-06-617995
STIPULATION FOR ENTRY OF JUDGMENT
DISMISSAL; ORDER THEREON

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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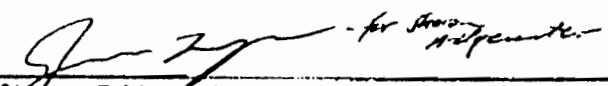
28 //

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

Dated: 5/3/06


Hayes Valley Limited Partnership
Plaintiff
By: Hasinah Rahim
Authorized Agent for Plaintiff

Dated: 5/3/06


Sharon Bridgewater
Defendant

Approved as to form and content:

Dated: 5/4/06


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


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

Attorney for Plaintiff

FILED
San Francisco County Superior Court

NOV 26 2007

GORDON PARKER, Clerk

BY:  Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO, SAN FRANCISCO JUDICIAL DISTRICT

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

Plaintiff,

) DECLARATION OF NON-COMPLIANCE;
) JUDGMENT THEREON; AND ORDER

vs.

SHARON BRIDGEWATER
Defendant

DOES 1 TO 10 INCLUSIVE

The undersigned declares as follows:

1. I am the Attorney for Plaintiff in the above-entitled action.
2. A Stipulation for Entry of Judgment was entered by the Plaintiff's counsel KIMBALL, TIREY & ST. JOHN and Defendant SHARON BRIDGEWATER. Said Stipulation stated Defendant was to remain in the premises located at 427 Page Street, San Francisco, California 94102 provided she complied with all of the terms in the Stipulation.
3. Plaintiff was awarded \$1,499.00. as principal, \$595.00 as attorney's fees and \$580.00 as court costs for a total of \$2,674.00. Defendant agreed to pay Plaintiff as follows:
 - a) \$836.00 upon signing the Stipulation.
 - b) \$100.00 on or before the 5th of each month, beginning on June 5, 2006, and was to continue each month until the balance was paid in full. The

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

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

- 6 4. In the event the Defendant failed to make any Stipulation payment, Plaintiff would
7 submit a declaration of non-compliance with the court and request entry of judgment
8 for possession of the premises and a writ for possession would issue immediately.
- 9 5. Defendant waived any and all rights to a noticed motion and/or right to a hearing on
10 the entry of judgment pursuant to the Stipulation.
- 11 6. Defendant agreed to leave the premises in good repair and clean condition according
12 to California law.
- 13 7. No further stays would be requested or granted.
- 14 8. If the Defendant complied with the terms of the Stipulation, Plaintiff would have
15 dismissed this matter with prejudice.
- 16 9. Plaintiff acknowledges that the Defendant paid a total of \$2,036.00 towards the
17 Stipulation.
- 18 10. I have been informed by my client that the Defendant failed to comply with said
19 Stipulation as follows: Defendant failed to pay \$100.00 on or before June 5, 2007 and
20 no further payments have been made.
- 21 11. THEREFORE, Plaintiff requests judgment be entered pursuant to the Stipulation.
22 Plaintiff requests to have Judgment entered for \$2,674.00 minus payments of
23 \$2,036.00 for a total judgment in the amount of \$638.00 and possession of the
24 property located at 427 Page Street, San Francisco, California 94102 and a writ of
25 possession to be issued immediately.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct dated this 20th day of November, 2007.

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4 KIMBALL, TIREY & ST. JOHN
Attorney for Plaintiff
By: Shawn Bankson
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KIMBALL, TIREY & ST. JOHN
5994 W. Las Positas Blvd., #219
Pleasanton, CA 94588
(925) 469-1690

Attorney for Plaintiff

IMAGED

DEC 19 2007

FILED
San Francisco County Superior Court

DEC 19 2007

GORDON PATEX-LI, Clerk
BY R. Robert
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

SAN FRANCISCO COUNTY, SAN FRANCISCO JUDICIAL DISTRICT

HAYES VALLEY LIMITED PARTNERSHIP)

Plaintiff,

vs.

SHARON BRIDGEWATER

Defendant

Case No. CUD-06-617995

**JUDGMENT PURSUANT TO
STIPULATION IN UNLAWFUL DETAINER**

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

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

Dated: 12/17/07

David L. Ballati
PRESIDING JUDGE
JUDGE OF THE SUPERIOR COURT

Date entered DEC 19 2007

Clerk of the Superior Court,

By R. Robert

Deputy

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 SUPERIOR COURT OF THE STATE OF CALIFORNIA

GORDON PARK-LI, Clerk

BY: Deputy Clerk

6 COUNTY OF SAN FRANCISCO

8 Hayes Valley Apartments
9 Plaintiff,

10 vs.

11 Sharon Bridgewater
12 Defendant,

Case No.: Cud-06-617995

ORDER GRANTING MOTION TO VACATE
JUDGMENT

Date: 1-²²~~15~~-08

Time: 9:30 a.m.

Dept: 301

14 This matter came before the court on 1-²²~~15~~-08. Upon
15 considering the arguments and evidence presented, good cause appearing
16 thereon, the Court finds that the judgment entered on 12-19-~~07~~⁰⁸ SA
17 is hereby vacated.

18 IT IS SO ORDERED.

20 Date: 1/22/08

21 Peter J. Busch
Judge of the Superior Court

22 PETER J. BUSCH

IMAGED
JAN 25 2008

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

FILED
San Francisco County Superior Court

JAN 22 2008

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

GORDON PARK-LI, Clerk
BY: Deputy Clerk

Hayes Valley Apartments
Plaintiff,

vs.

Sharon Bridgewater
Defendant,

Case No.: Cud-06-617995

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IT IS SO ORDERED.

Date: 1/22/08

Peter J. Busch
Judge of the Superior Court

PETER J. BUSCH

PJB