

JS 44 (Rev. 12/07) (card 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.)

## L (a) PLAINTIFFS

SILTON Bridgewater

## DEFENDANTS

Hayes Valley Limited Partnership

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

Hawaii

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

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

In Propria Persona  
105 Miner Place  
Makawao, HI 96768

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

Attorneys (If Known) Lewis Brisbois, Bisgaard & Smith  
Jeffrey G. Gainer  
One Sansome Street, Suite 1400  
San Francisco, CA 94104

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

|  |   |
|--|---|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)          |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 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)

|   | PTF                                   | DEF                                   |   | PTF                        | DEF                                   |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| 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"/> PERSONAL INJURY                       | <input type="checkbox"/> PERSONAL INJURY                                | <input type="checkbox"/> 610 Agriculture                                    | <input type="checkbox"/> 422 Appeal 28 USC 158                              | <input type="checkbox"/> 400 State Reapportionment |
| <input type="checkbox"/> 120 Marine   | <input type="checkbox"/> 310 Airplane                          | <input type="checkbox"/> 362 Personal Injury—<br>Med. Malpractice       | <input type="checkbox"/> 620 Other Food & Drug                              | <input type="checkbox"/> 423 Withdrawal                                     | <input type="checkbox"/> 410 Antitrust             |
| <input type="checkbox"/> 130 Miller Act   | <input type="checkbox"/> 315 Airplane Product Liability        | <input type="checkbox"/> 365 Personal Injury—<br>Product Liability      | <input type="checkbox"/> 625 Drug Related Seizure<br>of Property 21 USC 881 | 28 USC 157  | <input type="checkbox"/> 430 Banks and Banking     |
| <input type="checkbox"/> 140 Negotiable Instrument                                | <input type="checkbox"/> 320 Assault, Libel & Slander          | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | <input type="checkbox"/> 630 Liquor Laws                                    | <input type="checkbox"/> 450 Commerce                                       |  |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment    | <input type="checkbox"/> 330 Federal Employers' Liability      | <input type="checkbox"/> 370 Other Fraud                                | <input type="checkbox"/> 640 R.R. & Truck                                   | <input type="checkbox"/> 460 Deportation                                    |  |
| <input type="checkbox"/> 151 Medicare Act   | <input type="checkbox"/> 340 Marine                            | <input type="checkbox"/> 371 Truth in Lending                           | <input type="checkbox"/> 650 Airline Regs.                                  | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations |  |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) | <input type="checkbox"/> 345 Marine Product Liability          | <input type="checkbox"/> 380 Other Personal Property Damage             | <input type="checkbox"/> 660 Occupational Safety/Health                     | <input type="checkbox"/> 480 Consumer Credit                                |  |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits        | <input type="checkbox"/> 350 Motor Vehicle                     | <input type="checkbox"/> 385 Property Damage Product Liability          | <input type="checkbox"/> 690 Other  | <input type="checkbox"/> 490 Cable/Sat TV                                   |  |
| <input type="checkbox"/> 160 Stockholders' Suits                                  | <input type="checkbox"/> 355 Motor Vehicle Product Liability   | <input type="checkbox"/> 390 Other Personal Injury                      | <input type="checkbox"/> 710 Fair Labor Standards Act                       | <input type="checkbox"/> 810 Selective Service                              |  |
| <input checked="" type="checkbox"/> 190 Other Contract                            | <input type="checkbox"/> 360 Other Personal Injury             | <input type="checkbox"/> 441 Voting                                     | <input type="checkbox"/> 720 Labor/Mgmt. Relations                          | <input type="checkbox"/> 850 Securities/Commodities/ Exchange               |  |
| <input type="checkbox"/> 195 Contract Product Liability                           | <input type="checkbox"/> 442 Employment                        | <input type="checkbox"/> 510 Motions to Vacate Sentence                 | <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act         | <input type="checkbox"/> 875 Customer Challenge                             |  |
| <input type="checkbox"/> 196 Franchise  | <input type="checkbox"/> 443 Housing/ Accommodations           | <input type="checkbox"/> Habeas Corpus:                                 | <input type="checkbox"/> 740 Railway Labor Act                              | 12 USC 3410   |  |
| <input type="checkbox"/> 210 Land Condemnation                                    | <input type="checkbox"/> 444 Welfare                           | <input type="checkbox"/> 530 General                                    | <input type="checkbox"/> 790 Other Labor Litigation                         | <input type="checkbox"/> 890 Other Statutory Actions                        |  |
| <input type="checkbox"/> 220 Foreclosure  | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment | <input type="checkbox"/> 535 Death Penalty                              | <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act                   | <input type="checkbox"/> 891 Agricultural Acts                              |  |
| <input type="checkbox"/> 230 Rent Lease & Ejectment                               | <input type="checkbox"/> 446 Amer. w/Disabilities - Other      | <input type="checkbox"/> 540 Mandamus & Other                           | <input type="checkbox"/> 792 Labor/Mgmt. Relations                          | <input type="checkbox"/> 892 Economic Stabilization Act                     |  |
| <input type="checkbox"/> 240 Torts to Land  | <input type="checkbox"/> 440 Other Civil Rights                | <input type="checkbox"/> 550 Civil Rights                               | <input type="checkbox"/> 793 Labor/Mgmt. Reporting & Disclosure Act         | <input type="checkbox"/> 893 Environmental Matters                          |  |
| <input type="checkbox"/> 245 Tort Product Liability                               |  | <input type="checkbox"/> 555 Prison Condition                           | <input type="checkbox"/> 794 Railway Labor Act                              | <input type="checkbox"/> 894 Energy Allocation Act                          |  |
| <input type="checkbox"/> 290 All Other Real Property                              |  |   | <input type="checkbox"/> 861 HIA (1935ff)                                   | <input type="checkbox"/> 895 Freedom of Information Act                     |  |
| <input type="checkbox"/> 441 Voting   |  |   | <input type="checkbox"/> 862 Black Lung (923)                               |   |  |
| <input type="checkbox"/> 442 Employment   |  |   | <input type="checkbox"/> 863 DITWC/DITWW (405(g))                           |   |  |
| <input type="checkbox"/> 443 Housing/ Accommodations                              |  |   | <input type="checkbox"/> 864 SSID Title XVI                                 |   |  |
| <input type="checkbox"/> 444 Welfare  |  |   | <input type="checkbox"/> 865 RSI (405(g))                                   |   |  |
| <input type="checkbox"/> 445 Amer. w/Disabilities - Employment                    |  |   | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)            |   |  |
| <input type="checkbox"/> 446 Amer. w/Disabilities - Other                         |  |   | <input type="checkbox"/> 871 IRS—Third Party                                |   |  |
| <input type="checkbox"/> 440 Other Civil Rights                                   |  |   | 26 USC 7609   |   |  |
| <input type="checkbox"/> 510 Motions to Vacate Sentence                           |  |   |   |   |  |
| <input type="checkbox"/> 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                                     |  |   |   |   |  |
| <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                         |  |   |   |   |  |
| <input type="checkbox"/> 792 Labor/Mgmt. Relations                                |  |   |   |   |  |
| <input type="checkbox"/> 793 Labor/Mgmt. Reporting & Disclosure Act               |  |   |   |   |  |
| <input type="checkbox"/> 794 Railway Labor Act                                    |  |   |   |   |  |
| <input type="checkbox"/> 861 HIA (1935ff)   |  |   |   |   |  |
| <input type="checkbox"/> 862 Black Lung (923)                                     |  |   |   |   |  |
| <input type="checkbox"/> 863 DITWC/DITWW (405(g))                                 |  |   |   |   |  |
| <input type="checkbox"/> 864 SSID Title XVI                                       |  |   |   |   |  |
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| <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)                  |  |   |   |   |  |
| <input type="checkbox"/> 871 IRS—Third Party                                      |  |   |   |   |  |
| 26 USC 7609   |  |   |   |   |  |
| <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                                   |  |   |   |   |  |
| <input type="checkbox"/> 510 Motions to Vacate Sentence                           |  |   |   |   |  |
| <input type="checkbox"/> 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                                     |  |   |   |   |  |
| <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                         |  |   |   |   |  |
| <input type="checkbox"/> 792 Labor/Mgmt. Relations                                |  |   |   |   |  |
| <input type="checkbox"/> 793 Labor/Mgmt. Reporting & Disclosure Act               |  |   |   |   |  |
| <input type="checkbox"/> 794 Railway Labor Act                                    |  |   |   |   |  |
| <input type="checkbox"/> 861 HIA (1935ff)   |  |   |   |   |  |
| <input type="checkbox"/> 862 Black Lung (923)                                     |  |   |   |   |  |
| <input type="checkbox"/> 863 DITWC/DITWW (405(g))                                 |  |   |   |   |  |
| <input type="checkbox"/> 864 SSID Title XVI                                       |  |   |   |   |  |
| <input type="checkbox"/> 865 RSI (405(g))   |  |   |   |   |  |
| <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)

|  |   |  |   |   |   |   |
|--|---|--|---|---|---|---|
| <input type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 another district (specify) | <input type="checkbox"/> 6 Multidistrict Litigation | <input type="checkbox"/> 7 Judge from Magistrate Judgment |
|--|---|--|---|---|---|---|

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

VI. CAUSE OF ACTION  
REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

## VII. 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  
1 Makawao(Maui), Hawaii 97678  
2 808-214-6675  
3 E-Mail: Sbridge11@yahoo.com

FILED

DEC 17 2008

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

United States District Court for  
the Northern District of California

Sharon Bridgewater

Plaintiff,

Vs.

Hayes Valley Limited Partnership

13 And Does 1-1000,

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

CV 08 Case # 5622

BZ

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  
2  
3 1. (a) This action involves a United States Housing and Urban  
4 Development(HUD) written lease agreement/contract between the  
5 landlord(Hayes Valley Apartments Limited Partnership.) and the  
6 tenant(Sharon Bridgewater).  
7  
8 (b) Defendant's fraudulently submitted "eviction" documents to the Superior  
9 Court of the State of California resulting in a judgment against Plaintiff.  
10  
11 (c) Plaintiff filed a motion to vacate the Judgment. The Judge granted the  
12 motion to vacate Judgment.  
13  
14 (d) The actions of the Defendant(s) have brought extreme emotional anguish,  
15 pain and suffering, Loss of Business income, loss of income, hardship and  
16 great distress. Plaintiff continues to suffer from the actions of the  
17 Defendant(s).  
18

## II. Jurisdiction and Venue

- 19  
20 2. (a) Plaintiff is a resident of Hawaii and Defendant(s) are Partners( A Limited  
21 Partnership)which conducts business in the State of California.  
22  
23 (b) Also subject matter is; the contract was written as an United States  
24 Housing and Urban Development(HUD) Contract and subject to  
25 Federal and State Laws.  
26  
27  
28

-2-

### **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 "huge" 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 Disadvantaged

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 disadvantaged children “excel”

1 (d) This program helped so, so many children, however funding was cut.  
2

3 Year after year our funds were cut even more until eventually I had to  
4 leave what I love doing most, and move on.  
5

6 (e) Plaintiff eventually started another company, B and B Building  
7 Maintenance Inc,(a Building Maintenance Company) and until just  
8 recently have incorporated property Management with this company  
9 to accommodate my Investment Company.  
10

11 (f) In 2004, Plaintiff started Real Estate Investment Company.  
12

13 Specialty Global Investments formally Specialty Investment  
14 Group LLC . It entailed Partnering with Investors to buy Commercial  
15 and Residential Real Estate. Several Investors have partnered with  
16 our company and purchased properties.  
17

18 (f) The 2006, when the Real Estate Market “crutch” “hit” American  
19 I knew I had to take another approach. So I changed from  
20 Partnering with “National” investors to “International Investors.”  
21 (London, Germany, Paris and Italy) By “trial and error” and  
22 hard work our company has slowly grown.  
23

24 (G) While on to a ‘FULL RECOVERY’ from my mental illness and to  
25 financial independence out of no where I get a “WRIT FOR POSSESSION OF  
26 PREMISES” right before Christmas, from the Defendants which subsequently  
27 resulted in a total relapse of me being disabled. Defendants actions has  
28 resulted in my being homeless and displaced.  
29

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.

16  
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.

## 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 Fraudulent Actions of the Defendant(s) And Results**

1  
2 6. (a) On May 3, 2006, Defendants fraudulently enter into a written contract with  
3 Some else other than the Plaintiff.(See exhibit B)  
4  
5 b) On November 20, 2007 defendants fraudulently filed a Declaration of  
6 Of Non-Compliance; Judgment thereon; and ORDER in the Superior Court  
7 Of California to fraudantly evict me. (See exhibit C)  
8  
9 (d) On December 19, 2007, Defendants received a Judgment Pursuant  
10 To Stipulation in Unlawful detainer In The Superior Court of California.  
11 This judgment was obtain on fraud, misrepresentation,  
12 And /or negligence.(See Exhibit D) The filing a Judgment of non-compliance in  
13 The Superior Court of The State of California limited Jurisdiction Court  
14 “See Exhibit C.” based on fraudulent, misrepresentation of “exhibit B”  
15  
16 (e) On Plaintiff filed a motion to vacate Judgment the defendant fraudulent obtained  
17 The judge granted the motion to vacate.(see exhibit E )  
18  
19 (E) Plaintiff has experience and continued to experience mental anguish, pain and  
20 Suffering, fractured left foot, loss of business income, loss of income, loss of  
21 study time, And damages and TOO TOO MUCH OF MY TIME.  
22  
23  
24  
25  
26  
27  
28

## VI. HISTORY

1  
2 7. (a) On or about December 19th 2004, Plaintiff and Defendants entered into a United  
3 States Department and Urban Development (HUD) section 8-rental agreement  
4 located at 427 Page Street, San Fransico, California 94102. ( A Federal Project )  
5 The agreement was executed sometime in January of 2005 and renewed each year.

6  
7 (b) On or about December 22<sup>nd</sup> 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  
12 **POSTED ON THE FRONT DOOR.** (c).Plaintiff was not aware that their was  
13 any back rent owed and did not receive any notices prior to getting the  
14 Writ for possession posted on my front door.

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.'

20  
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.

1 (d) Exhaustedly and frantically I called so many rental agencies to find an  
2 Apartment. Upon calling I founded that no on was "really" working, because it  
3 was the holidays. "WOW," THIS WAS A BOMBSHELL," I DID NOT KNOW  
4 WHAT TO DO. It seemed too bad, and hopeless. I had no money, no place  
5 To go, and on the verge of becoming homeless with no one to help me.

6 (e) Plaintiff ask various people for help. Someone suggested the Eviction  
7 Collaborative Defense Agency. So I went there and they informed me that  
8 they could Help me with a "stay." A "STAY" is a petition to the  
9 court to stay one week in your residence. They also informed that I could  
10 possibility stay two weeks and to get three "STAYS," are rare. 'BOY I  
11 THOUGHT," there is a God. I was able to stay at least two weeks. However,  
12 the extreme, stress and pressure to Move was too frustrating. Time was not on  
13 my side. With great fatigue, stress, strain and frustration I continued to call  
14 numerous Landlords to try to find a place. It seemed hopeless. With  
15 No hope, and nowhere to go I continued to pack to move from the premises.

16 (g) Under so much stress, making numerous trips up and down the steps, with no  
17 one to help me, trying to move as much as I could, as fast as I could,  
18 I slipped on a skateboard some kid left at the bottom of the stairs. As a  
19 Result I fractured my left foot. Now on crutches, with a cast I had to  
20 wear six weeks; I could not drive to look for an apartment, and the stress, pain  
21 was even greater.

22 (f) After numerous calls to Landlords it seem "impossible" to find a  
23 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.  
3

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 evicting 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 1<sup>st</sup> 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.  
21

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  
27

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 Sheriff 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

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

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

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

16 (K) After all this, Plaintiff was so tired and stress out I accepted being homeless and  
17 Relapse into being totally depressed and even more "non-functioning."  
18 I became so weary and wanted to commit suicide. I tried, and  
19 tried with every ounce of energy I had to find another apartment in San Fransico  
20 at that time with no prevail. It was impossible for find another Landlord  
21 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

1  
2  
3 (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.

7 (b) This agreement stated that Plaintiff and Defendants would be bound  
8 the agreement unless changed on mutual consent of the parties.

9 (c) One of the conditions of the lease was to be honest. On May 3, 2006  
10 Hasinah Rahim, the property Manger for Hayes Valley  
11 Breach this agreement when she entered into a contract with some other  
12 than Plaintiff of property located at 427 Page Street, San Fransico.  
13 This breach of contract in ultimately ended in a fraudlant a writ for  
14 Possession of premises. As a result Plaintiff has suffered great emotional  
15 And mental anguish, a foot injury resulting from great emotional distress,  
16 Pain and suffering, loss of business opportunity and income, loss  
17 Income. Plaintiff is entitled to treble damages because of my disability.  
18 Plaintiff also ask for other relief as deem necessary by the court.

19 (d) On November 20 2007, Hayes Valley attorneys breached contract by  
20 filing a Fraudulently filing a Stipulation for Judgment in Superior Court of  
21 California in they which breached Federal(HUD) rental agreement.(A false  
22 claim).

23  
24  
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(e) 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 punative damages of no less than \$50,0000,000.

**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”

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

23 C) Plaintiff do not know the location where this fraudulent act took place.  
24 It could have been at the property Management Office, It could -16-  
25  
26  
27  
28

1 Not my signature and no one had authority to sign on my behalf.  
2

3 (d) As a result Plaintiff has said including but not limited to: As a result  
4 Plaintiff has suffered great emotional And mental anguish, a foot injury  
5 resulting from great emotional distress, Pain and suffering, loss of business  
6 opportunity and income, loss income, pain and suffering from a . Plaintiff is  
7 entitled to treble damages because I am disable. Defendants conduct  
8 constitutes oppression, fraud and malice and plaintiff. I don't know much  
9 about what I should ask for about what I am entitled to; I ask for  
10 compensatory damages, general damages, statutory damages, special  
11 damages, nominal damages and punative damages of no less than  
12 \$50,0000,000.  
13  
14

15 **Third Cause of Action: Neglience**

16 10(a) Defendant(s) had a legal obligation to disclose information and/or  
17 any transactions, covenants, contracts, especially and Unlawful  
18 Detainer-Stipulation where it has serious consequence such as an eviction.  
19  
20 (b) On May 3, 2006 Hashenia Rashed, Authorized Agent and Property  
21 Manager and her acts and /or omissions was a direct result  
22 Of injuries I have suffered. Her failure to disclosed that she entered  
23 Into a contract with someone else regarding 427 Page Street, cause me  
24 Great suffering.

25 -17-  
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1 (c) The duty of care owed by defendants to plaintiff included but was not  
2 Limited to the following duties: The duty to comply with all laws  
3 Regarding plaintiff's tenancy and the operation of the premises; the duty to  
4 Protect plaintiff's tenancy and the operations of the premises; the  
5 Duty to protect the plaintiff quiet enjoyment of the subject unit; the duty to  
6 Inform plaintiff of all legal proceedings pertaining to real property  
7 of 427 Page Street, San Fransico, California 94102.

8 ( d ) Defendants acts and omissions of lawyers caused Plaintiff substantial harm.  
9 These lawyers have at least four to five years of professional training in  
10 A compentant law school that resulted in an Law Degree. Their Lawyers  
11 Should have noticed that the Agreement was not my signature when filing the  
12 Papers in the Superior Court of the State of California. Either this was a  
13 Conspiracy or they were just negligent.

14  
15 ( e ) Defendant's acts and omissions as decribed above, and each of  
16 Them constituted violations of law. The fact that they didn't  
17 Communicate this information was a direct result of injuries to me.  
18 As a result Plaintiff has said including but not limited to: As a result  
19 Plaintiff has suffered great emotional And mental anguish, a foot injury  
20 resulting from great emotional distress, Pain and suffering, loss of business  
21 opportunity and income, loss income, pain and suffering from a . Plaintiff is  
22 entitled to treble damages because I am disable. Defendants conduct  
23 constitutes oppression, fraud and malice and plaintiff. I don't know much  
24  
25 -18-  
26  
27  
28

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

4

5

6 **Fourth CAUSE OF ACTION;**  
7 **Gross Negligence**

8

9

10 (a ) Defendant conduct was so outrageous reckless, malice, oppressive  
11 the defendants disregarded the Plaintiff . Defendant had full knowledge that I  
12 have a mental disability, low income and needed my house. They  
13 knew I didn't have anywhere to go. They took illegal actions to evict me.  
14 (b) This "elementary signature" on the Judgment is grossly negligent. How could  
15 any one have disregard for someone else rights under and contract and let  
16 someone else sign the a contract as they did. (See exhibit B )  
17 ( c) Defendant maliciously waited over 5 months(see Exhibit C Page 2 line 19) to  
18 file around the Holiday seasons to Purposely evict me during the Christmas  
19 holiday season.  
20 (d ) These are virtually the only low income housing projects in San Fransico.  
21 Defendants knew if I got evicted "literally I would be evicted from the City of  
22 San Fransico. They knew It is almost impossible for a with a person receiving a  
23 Disability income to find housing in San Fransico. It knew it would have  
24

1 ( e ) Defendant after there negligence, fraud with the stipulation Defendant did  
2 not apologize for their mistake nor did they give me an opportunity to make  
3 rental payment "agreement." They purposely wanted me to suffer extreme pain.

4 (f) The defendants Knew that I was low-income, disable and  
5 could afford to pay \$2,124.74 and attorney fee's and cost totally approximately  
6 \$3,000.00. It would seem after there "GROSS FRAUDULANT ACTIONS"  
7 they would have had the courtesy to say I'm sorry and at least offer a rental  
8 repayment payments but THEY WANTED ALL THE MONEY AT ONE  
9 TIME.

10 (g) Defendant(s) had total disregard for Plaintiff welfare, and didn't care. Their  
11 conduct was grossly outrageous, reckless and illegal. As a result Plaintiff  
12 has said damages including but not limited to: suffering greatly  
13 emotional And mental anguish, a foot injury resulting from great emotional  
14 distress, Pain and suffering, loss of business opportunity and income, loss  
15 income, pain and suffering from a . Plaintiff is entitled to treble damages  
16 because I am disable. I don't know much about what I should ask for about  
17 what I am entitled to; I ask for compensatory damages, general damages,  
18 statutory damages, special damages, nominal damages and punitive damages of  
19 no less than \$50,0000,000. In addition, to punish and to make an example of  
20 the Defendants actions. A totally renovated 2 bedroom single family dwelling or  
21 Condo in San Fransico, California in the downtown area "the best in the  
22 City of San Fransico, and the heart of San Fransico near wear I was wrongfully

**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)**

**Liable 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-

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

13 These are the Goals of :

14

15 **Management of Housing as Required by HUD**  
**Goals**

16

17 "§ 1701z-11. Management and disposition of multifamily housing projects

18 "(a) Goals

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

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

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

28 -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;  
1 (E) maintaining housing for the purpose of providing rental housing, cooperative  
housing, and homeownership opportunities for low-income persons;  
2 (F) minimizing the need to demolish multifamily housing projects;  
3 (G) supporting fair housing strategies; and  
4 (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 punative 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           18. (a) Defendant(s) fraudulent conduct was the direct cause of not procedurally  
2           going through Unlawful Detainer process correctly violate California Law  
3           civil code procedure (1161 and 1162 )did not get the proper stipulation.

4  
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  
9           Which they breached my quiet enjoyment.

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,

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

3  
4 Whether the defendant knew or should have known that his or her conduct was  
5 directed to one or more senior citizens or disabled persons.

6  
7 (2) Whether the defendant's conduct caused one or more senior citizens or disabled  
8 persons to suffer: loss or encumbrance of a primary residence, principal employment, or  
9 source of income; substantial loss of property set aside for retirement, or for personal or  
10 family care and maintenance; or substantial loss of payments received under a pension or  
11 retirement plan or a government benefits program, or assets essential to the health or  
12 welfare of the senior citizen or disabled person.

13  
14 (3) Whether one or more senior citizens or disabled persons are substantially more  
15 vulnerable than other members of the public to the defendant's conduct because of age,  
16 poor health or infirmity, impaired understanding, restricted mobility, or disability, and  
17 actually suffered substantial physical, emotional, or economic damage resulting from the  
18 defendant's conduct."

19  
20 Also penalties and any thing the court might deem proper.

21 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 punative 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 fraudulent 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;

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  
(d) Any court of competent jurisdiction hearing an action pursuant  
11  
to this section may make orders and judgments as may be necessary to  
12  
restore to any senior citizen or disabled person any money or  
13  
property, real or personal, which may have been acquired by means of  
14  
a violation of this chapter. Restitution ordered pursuant to this  
15  
subdivision shall be given priority over recovery of any civil  
16  
penalty designated by the court as imposed pursuant to subdivision  
17  
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  
21  
that full restitution cannot be made to those senior citizens or  
22  
disabled persons, either at the time of judgment or by a future date  
23  
determined by the court, then restitution under this subdivision  
24  
shall be made on a pro rata basis depending on the amount of loss.” -28-  
25  
26  
27  
28

17200 & 17206. They **Should restore disable residence.**

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

2 As a result Plaintiff has said including but not limited to: As a result  
3 Plaintiff has suffered great emotional And mental anguish, a foot injury  
4 resulting from great emotional distress, Pain and suffering, loss of business  
5 opportunity and income, loss income, pain and suffering from a . Plaintiff is  
6 entitled to treble damages because I am disable. Defendants conduct  
7 constitutes oppression, fraud and malice and plaintiff. I don't know much  
8 about what I should ask for about what I am entitled to; I ask for  
9 compensatory damages, general damages, statutory damages, special  
10 damages, nominal damages and punative damages of no less than  
11 \$50,0000,000. Including penalties and any and all the court deem necessary.

12  
13  
14  
15 WHEREFORE, plaintiff prays for judgment against defendants as follows:  
16

---

17 **VIII. PRAYER FOR RELIEF**

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

20 follows:

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

25 A) General Damages on all cause of action in the

-29-

- 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.
- C) For actual damages in an amount to be determined for  
All causes according to proof at trial.
- D) For special damages in an amount to be determined  
For all causes according to proof at trial.
- E) Punative Damages in an amount to be determined for  
All causes according to proof at trial.
- F) An award for such other and further relief as the Court may  
deem just and proper.
- G) An order for liability of all Defendants(Partnership) based on evidence.
- H) An order for a separate trial for damages.
- I) An order a separate trial for punative damages.
- J) An order to protect such people as myself.(low income,  
Disabled, elderly of unfair business practices
- K) An order as "YOU" "THE JUDGE" see fit regarding their conduct.

**DEMAND JURY TRIAL**

DATED: DECEMBER 16<sup>TH</sup>, 2008

Have a Happy/Merry Christmas

  
SHARON BRIDGEWATER  
IN PROPRIA PERSONA

-30-



Superior Court of California, County of San Francisco  
Case 3:08-cv-05622-MHP Document 1 Filed 12/17/08 Page 33 of 49  
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<br>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<br>BRIDGEWATER, SHARON<br>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<br>BRIDGEWATER, SHARON   |     |
| Jan-28-2008 | NOTICE OF TIME AND PLACE OF TRIAL AND SETTLEMENT HEARING<br>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<br>BRIDGEWATER, SHARON<br>JURY TRIAL SET FOR FEB-19-2008 AT 09:00 AM IN DEPT 206<br>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")<br>JUDGMENT OF DEC-19-2007 SET ASIDE   |     |
| Jan-22-2008 | DEMAND FOR JURY FILED BY DEFENDANT<br>BRIDGEWATER, SHARON  |     |
| Jan-22-2008 | MINI-MINUTES FOR JAN-22-2008 9:30 AM   |     |
| Jan-22-2008 | ANSWER TO COMPLAINT FILED BY DEFENDANT<br>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<br>BRIDGEWATER, SHARON   | IFP |

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<br>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<br>FILED BY PLAINTIFF<br>HAYES VALLEY LIMITED PARTNERSHIP   |       |
| Jan-09-2008 | POS OF NOTICE OF MOTION TO SET ASIDE JUDGMENT; MEMO P/A; DECLARATION<br>FILED BY DEFENDANT<br>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<br>BRIDGEWATER, SHARON<br>HEARING SET FOR JAN-15-2008 AT 09:30 AM IN DEPT 301   | IFP   |
| Jan-08-2008 | RENT DEPOSIT FEE TAG #019963 DEPOSITED BY DEFENDANT<br>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<br>BRIDGEWATER, SHARON   | IFP   |
| Jan-08-2008 | EX PARTE APPLICATION FOR ORDER FOR STAY OF EXECUTION, POINTS AND AUTHORITIES, DECLARATION FILED BY DEFENDANT<br>BRIDGEWATER, SHARON   | IFP   |
| Jan-02-2008 | RENT DEPOSIT TRUST TAG#19913 DEPOSITED BY DEFENDANT<br>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<br>BRIDGEWATER, SHARON  | IFP   |
| Jan-02-2008 | APPLICATION FOR WAIVER OF COURT FEES AND COSTS PURSUANT TO G.C. 68511.3 (CONFIDENTIAL) FILED BY DEFENDANT<br>BRIDGEWATER, SHARON<br>ORDER GRANTING WAIVER OF COURT FEES AND COSTS PURSUANT TO CRC 3.50 - 3.63   |       |
| Dec-21-2007 | EXECUTION FOR POSSESSION OF REAL PROPERTY ISSUED TO SAN FRANCISCO COUNTY DEC. OF DAILY RENTAL VALUE \$3.51<br>AS TO DEFENDANT<br>BRIDGEWATER, SHARON  | 15.00 |
| Dec-19-2007 | STIPULATION FOR JUDGMENT FILED; THE COURT ORDERED THE FOLLOWING<br>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 |
|---|-------------|-----|
| <b>HAYES VALLEY LIMITED PARTNERSHIP</b>   |             |     |
| <b>RECOVER FROM DEFENDANT</b>   |             |     |
| BRIDGEWATER, SHARON   |             |     |
| THE RESTITUTION AND POSSESSION OF THE PREMISES: 427 PAGE ST. S.F. CA.<br>94102 \$638.00 RENT, TOTAL JUDGMENT \$638.00, LEASE FORFEITED, SEE<br>SCANNED DOCUMENT |             |     |
| NOTICE OF ENTRY OF JUDGMENT AND AFFIDAVIT OF MAILING FILED<br>Nov-26-2007 DECLARATION OF NON-COMPLIANCE; JUDGMENT THEREON; AND ORDER FILED BY<br>PLAINTIFF      |             |     |
| HAYES VALLEY LIMITED PARTNERSHIP<br>May-11-2006 STIPULATION FOR ENTRY OF JUDGMENT FILED BY PLAINTIFF  |             |     |
| HAYES VALLEY LIMITED PARTNERSHIP<br>ALSO FILED BY DEFENDANT   |             |     |
| BRIDGEWATER, SHARON<br>Apr-24-2006 NOTICE TO DEFENDANTS   |             |     |
| UNLAWFUL DETAINER - RESIDENTIAL, COMPLAINT FILED BY PLAINTIFF<br>Apr-24-2006 HAYES VALLEY LIMITED PARTNERSHIP   |             |     |
| AS TO DEFENDANT<br>BRIDGEWATER, SHARON<br>DOES 1-10 INCLUSIVE<br>SUMMONS ISSUED, JUDICIAL COUNCIL CIVIL CASE COVER SHEET FILED                                  |             |     |
| 195.00  |             |     |



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

**ENDORSED  
FILED**  
*San Francisco County Superior Court*

MAY 11 2006

**GORDON PARK-LI, Clerk**  
BY: RONNIE OTERO Deputy Clerk

5 Attorney for Plaintiff  
Hayes Valley Limited Partnership

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

12 HAYES VALLEY LIMITED PARTNERSHIP Case No.: CWD-06-617995  
13 Plaintiff,  
14 Vs. STIPULATION FOR ENTRY OF JUDGMENT  
15 SHARON BRIDGEWATER DISMISSAL; ORDER THEREON  
16 Defendant(s)  
17 DOES 1 TO 10 INCLUSIVE  
18  
19

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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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:

6/3/06



## Hayes Valley Limited Partnership

**Plaintiff**

By: Hasinah Rahim

**Authorized Agent for Plaintiff**

Dated:

5) 3/00

~~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 PAHLI, 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 5<sup>th</sup> 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.

3  
4 KIMBALL, TIREY & ST. JOHN  
5 Attorney for Plaintiff  
6 By: Shawn Bankson  
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1 Shawn Bankson, Bar #223638  
2 KIMBALL, TIREY & ST.JOHN  
3 5994 W. Las Positas Blvd., #219  
Pleasanton, CA 94588  
(925) 469-1690

FILED  
San Francisco County Superior Court

4 Attorney for Plaintiff

# IMAGE D

DEC 19 2007

GORDON PAFF-X-LI, Clerk  
BY: Robert Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

SAN FRANCISCO COUNTY, SAN FRANCISCO JUDICIAL DISTRICT

HAYES VALLEY LIMITED PARTNERSHIP) Case No. CUD-06-617995  
Plaintiff, ) JUDGMENT PURSUANT TO  
vs. ) STIPULATION IN UNLAWFUL DETAINER  
SHARON BRIDGEWATER )  
Defendant )

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: 1-3-2007

DEC 19 2007

**Clerk of the Superior Court.**

By Rudhart

**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  
 6 COUNTY OF SAN FRANCISCO

BY:

GORDON PARK-LI, Clerk  
 Deputy Clerk

7 Hayes Valley Apartments  
 8 Plaintiff,

9 vs.

10 Sharon Bridgewater  
 11 Defendant,

12 ) Case No.: CIV 06-617995  
 13 )  
 14 ) ORDER GRANTING MOTION TO VACATE  
 15 ) JUDGMENT  
 16 )  
 17 )  
 18 )) Date: 1-<sup>22</sup>~~15~~-08  
 19 )) Time: 9:30 a.m.  
 20 ) Dept: 301

21 This matter came before the court on 1-<sup>22</sup>~~15~~-08. Upon  
 22 considering the arguments and evidence presented, good cause appearing  
 23 thereon, the Court finds that the judgment entered on 12-19-<sup>67</sup>~~08~~ SA PJD  
 24 is hereby vacated.

25 IT IS SO ORDERED.

26 Date: 1/22/08

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 28 Judge of the Superior Court

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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  
BY: GORDON PARK-LI, Clerk

6 COUNTY OF SAN FRANCISCO  
Deputy Clerk

7 Hayes Valley Apartments

8 Plaintiff,

9 vs.

10 Sharon Bridgewater

11 Defendant,

12 ) Case No.: CIV 06-617995  
13 )  
14 ) ORDER GRANTING MOTION TO VACATE  
15 ) JUDGMENT  
16 )  
17 )) Date: 1-22-08  
18 )) Time: 9:30 a.m.  
19 ) Dept: 301

20 This matter came before the court on 1-~~15~~<sup>22</sup>-08. Upon  
21 considering the arguments and evidence presented, good cause appearing  
22 thereon, the Court finds that the judgment entered on 12-19-06 <sup>67</sup> ~~SAS~~ <sup>PRO</sup>  
23 is hereby vacated.

24 IT IS SO ORDERED.

25 Date: 1/22/08

26   
27 Judge of the Superior Court

28 PETER J. BUSCH