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**U.S. District Court
California Northern District (Oakland)
CIVIL DOCKET FOR CASE #: 4:09-cv-03551-PJH**

Bridgewater v. Hayes Valley Limited Partnership et al
Assigned to: Hon. Phyllis J. Hamilton
Cause: 42:1983 Civil Rights Act

Date Filed: 08/03/2009
Date Terminated: 11/23/2009
Jury Demand: Plaintiff
Nature of Suit: 370 Fraud or Truth-
In-Lending
Jurisdiction: Federal Question

Plaintiff

Sharon Bridgewater

represented by **Sharon Bridgewater**
111 Preda Street
No. 7
San Leandro, CA 94577
PRO SE

V.

Defendant

Hayes Valley Limited Partnership
also known as
Hayes Valley Apartments II L.P.

Defendant

**McCormack Baron Ragan
Management Services Inc.**

Defendant

MBA Urban Development Co.

Defendant

**The Related Companies of California,
Inc.**

Defendant

**Sunamerica Affordable Housing
Partnership Inc.**

| Date Filed | # | Docket Text |
|------------|----------|--|
| 08/03/2009 | <u>1</u> | COMPLAINT against Hayes Valley Limited Partnership, MBA Urban Development Co., McCormack Baron Ragan Management Services Inc., |

| | | |
|------------|----------|--|
| | | Sunamerica Affordable Housing Partnership Inc., The Related Companies of California, Inc.. Filed by Sharon Bridgewater. (far, COURT STAFF) (Filed on 8/3/2009) (far, COURT STAFF). (Additional attachment(s) added on 8/12/2009: # <u>1</u> part one, # <u>2</u> part two, # <u>3</u> part three, # <u>4</u> part four, # <u>5</u> part five) (far, COURT STAFF). (Entered: 08/07/2009) |
| 08/03/2009 | | CASE DESIGNATED for Electronic Filing. (far, COURT STAFF) (Filed on 8/3/2009) (Entered: 08/07/2009) |
| 08/03/2009 | <u>2</u> | ADR SCHEDULING ORDER: Case Management Statement due by 11/5/2009. Case Management Conference set for 11/12/2009 02:30 PM. (Attachments: # <u>1</u> Standing Order)(far, COURT STAFF) (Filed on 8/3/2009) (Entered: 08/07/2009) |
| 08/03/2009 | <u>3</u> | MOTION for Leave to Proceed in forma pauperis filed by Sharon Bridgewater. (far, COURT STAFF) (Filed on 8/3/2009) (far, COURT STAFF). (Entered: 08/07/2009) |
| 08/07/2009 | <u>4</u> | DEMAND for Trial by Jury by Sharon Bridgewater. (far, COURT STAFF) (Filed on 8/7/2009) (Entered: 08/08/2009) |
| 09/04/2009 | <u>5</u> | <p>CLERKS NOTICE</p> <p>Effective September 14, 2009, Judge Phyllis Hamilton's courtroom and chambers will be located in the Oakland Courthouse, Courtroom #3, 3rd floor, 1301 Clay Street, Oakland, California 94612.</p> <p>On or after September 14, 2009, all filings for matters pending on Judge Hamiltons docket, all court appearances, and all deliveries of chambers' copies of documents must be made at the Oakland Courthouse.</p> <p>The days and times for law and motion calendars and all currently scheduled proceedings remain unchanged.</p> <p>Please note that all of Judge Hamilton's case files will be moved to the Oakland Courthouse, therefore all cases numbers assigned to her will be changed slightly to reflect the correct venue. Previously, all case numbers started with "3:" to indicate the San Francisco office (Example: 3:09-cv-12345-PJH). As of September 14th, 2009, all of Judge Hamilton's case files will begin with "4:" to indicate the Oakland office, but everything else will stay the same (Example: 4:09-cv-12345-PJH). When e-filing, using the short case number format will always avoid problems when searching for the correct case: 09-12345 (YY-NNNNN).</p> <p>For information on the Oakland Courthouse's accessibility, parking, driving directions, public transit, hotels and other helpful links, please visit our website: http://www.cand.uscourts.gov, click on "Court Information" on the right hand side of our main page, then select the Oakland link under "Address and Jurisdiction". The main telephone number for the Oakland Division is 510 637-3530.</p> <p>(cjl, COURT STAFF) (Filed on 9/4/2009) (Entered: 09/04/2009)</p> |

| | | |
|------------|-----------|--|
| 09/08/2009 | <u>6</u> | LETTER from Plaintiff to Judge Hamilton dated 9/8/09. (far, COURT STAFF) (Filed on 9/8/2009) (Entered: 09/11/2009) |
| 09/11/2009 | <u>7</u> | ORDER finding that actions C 09-3551 PJH and C 09-3639 BZ are NOT RELATED to C 08-5622 MHP; Signed by Judge Marilyn Hall Patel on 9/11/2009. (Attachments: # <u>1</u> CertServ)(awb, COURT STAFF) (Filed on 9/11/2009) (Entered: 09/11/2009) |
| 11/09/2009 | <u>8</u> | CLERKS NOTICE CONTINUING CASE MANAGEMENT CONFERENCE. Case Management Statement due by 1/21/2010. Initial Case Management Conference set for 1/28/2010 02:00 PM. (Attachments: # <u>1</u> Certificate of Service) (nah, COURT STAFF) (Filed on 11/9/2009) (Entered: 11/09/2009) |
| 11/09/2009 | <u>9</u> | MOTION to Relate Cases filed by Sharon Bridgewater. (vlk, COURT STAFF) (Filed on 11/9/2009) (Entered: 11/10/2009) |
| 11/16/2009 | <u>10</u> | NOTICE of Related Case to C-09-3639-BZ Filed by Pro se Plaintiff Sharon Bridgewater. (tn, COURT STAFF) (Filed on 11/16/2009) (Entered: 11/20/2009) |
| 11/20/2009 | <u>11</u> | ORDER OF DISMISSAL. Signed by Judge Hamilton on 11/20/2009. (pjhlcl, COURT STAFF) (Filed on 11/20/2009) (Additional attachment(s) added on 11/23/2009: # <u>1</u> Certificate of Service) (nah, COURT STAFF). (Entered: 11/20/2009) |
| 11/20/2009 | <u>12</u> | JUDGMENT. Signed by Judge Hamilton on 11/20/2009. (pjhlcl, COURT STAFF) (Filed on 11/20/2009) (Additional attachment(s) added on 11/23/2009: # <u>1</u> Certificate of Service) (nah, COURT STAFF). (Entered: 11/20/2009) |
| 11/23/2009 | <u>13</u> | ORDER by Judge Phyllis J. Hamilton denying <u>9</u> Motion to Relate Case. The court has reviewed the motion and determined that no cases are related and no reassignment shall occur. (Attachments: # <u>1</u> Certificate of Service) (nah, COURT STAFF) (Filed on 11/23/2009) (Entered: 11/23/2009) |
| 12/14/2009 | <u>14</u> | Emergency MOTION to Relate Case filed by Sharon Bridgewater. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2, # <u>3</u> Exhibit 3)(vlk, COURT STAFF) (Filed on 12/14/2009) (Entered: 12/15/2009) |
| 12/22/2009 | <u>15</u> | ORDER DENYING <u>14</u> MOTION to Relate Case filed by Sharon Bridgewater ; Signed by Judge Marilyn Hall Patel on 12/18/2009. (Attachments: # <u>1</u> CertServ)(awb, COURT STAFF) (Filed on 12/22/2009) (Entered: 12/22/2009) |
| 12/31/2009 | <u>16</u> | MOTION to Relate Case filed by Sharon Bridgewater. (vlk, COURT STAFF) (Filed on 12/31/2009) Modified on 1/6/2010 (vlk, COURT STAFF). (Entered: 01/04/2010) |
| 01/05/2010 | <u>17</u> | Letter from Sharon Bridgewater to Judge Armstrong. (cjl, COURT STAFF) (Filed on 1/5/2010) (Entered: 01/05/2010) |
| 01/06/2010 | <u>18</u> | Letter from Sharon Bridgewater dated 1/6/10 re: withdrawal of motion to relate cases. (vlk, COURT STAFF) (Filed on 1/6/2010) (Entered: 01/06/2010) |
| 01/07/2010 | <u>19</u> | ORDER re <u>16</u> MOTION to Relate Case filed by Sharon Bridgewater. Signed by Judge Hamilton on 1/7/2010. (pjhlcl, COURT STAFF) (Filed on 1/7/2010) (Additional attachment(s) added on 1/8/2010: # <u>1</u> Certificate of Service) (nah, |

| | | |
|------------|-----------|---|
| | | COURT STAFF). (Entered: 01/07/2010) |
| 02/24/2010 | <u>20</u> | Notice of Related Case and MOTION to Determine Related Case filed by Sharon Bridgewater. (vlk, COURT STAFF) (Filed on 2/24/2010) (Entered: 02/24/2010) |
| 03/03/2010 | <u>21</u> | ORDER by Judge Hamilton denying <u>20</u> Motion to Relate Case (pjhlc1, COURT STAFF) (Filed on 3/3/2010) (Additional attachment(s) added on 3/5/2010: # <u>1</u> Certificate of Service) (nah, COURT STAFF). (Entered: 03/03/2010) |
| 07/16/2010 | <u>22</u> | MOTION to Relate Case To C10-3022 CW filed by Sharon Bridgewater. (vlk, COURT STAFF) (Filed on 7/16/2010) (Entered: 07/19/2010) |

| PACER Service Center | | | |
|----------------------|---------------|------------------|-------------------|
| Transaction Receipt | | | |
| 07/22/2010 09:19:47 | | | |
| PACER Login: | kt0031 | Client Code: | |
| Description: | Docket Report | Search Criteria: | 4:09-cv-03551-PJH |
| Billable Pages: | 3 | Cost: | 0.24 |

EXHIBIT M

FILED

AUG 3 2009

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

Sharon Bridgewater
111 Preda Street # 7
San Leandro, CA 94577

In Pro Se

**UNITED STATES DISTRICT COURT FOR
NORTHERN DISTRICT OF CALIFORNIA**

PJH

CV 09 3551

CASE No.

COMPLAINT FOR:

Sharon Bridgewater,

Plaintiff,

Vs.

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

Defendants,

- (1) FIRST CAUSE OF ACTION FOR
WRONGFUL EVICTION,
- (2) SECOND CAUSE OF ACTION FOR
VIOLATION OF FIFTH &
FOURTEENTH AMENDMENT
DEPRIVATION OF PROCEDURAL
DUE PROCESS PURSUANT TO 42
U.S.C. § 1983 & HUD 42 U.S.C. § 1437
24 CFR 966.53(c) Hud Regulations.
- (3) THIRD CAUSE OF ACTION FOR
TORTIOUS INTERFERENCE WITH
CONTRACT
- (4) FOURTH CAUSE OF ACTION FOR
COMMON LAW FORCIBLE
DETAINER
- (5) FIFTH CAUSE OF ACTION FOR
COMMON LAW RETALIATORY
EVICTION

1 (6) SIXTH CAUSE OF ACTION
2 FOR TORTIOUS INTERFERENCE OF
3 PLAINTIFF RIGHT TO QUIET
4 ENJOYMENT AND LEASE HOLD
5 INTEREST IN RENTAL UNIT

6 (7) SEVENTH CAUSE OF ACTION
7 FOR EXTRINIC FRAUD
8 ON THE COURT

9 (8) EIGHTH CAUSE OF ACTION FOR
10 INSTRINIC FRAUD

11 (9) NINTH CAUSE OF ACTION FOR
12 CONSTRUCTIVE FRAUD

13 (10) TENTH CAUSE OF ACTION FOR
14 INTENTIONAL MISREPRESENTATION
15 AND CONCEALMENT OF
16 KNOWN FACTS,

17 (11) ELEVENTH CAUSE OF ACTION FOR
18 DEPRIVATION OF PLAINTIFF DUE
19 PROCESS RIGHTS, PURSUANT, FIFTH &
20 FOURTEENTH AMENDMENT, 42 U.S.C. §
21 1983 & HUD 42 U.S.C. § 1437, 24 CFR
22 966.53(c) Hud Regulations. & VIOLATION OF
23 PLAINTIFF CIVIL RIGHTS PURSUANT
24 TO 18 U.S.C. 242

25 (12) TWELVTH CAUSE OF ACTION FOR
26 CONSPIRACY TO DEPRIVE
27 PLAINTIFF OF DUE PROCESS RIGHTS,
28 PURSUANT, FIFTH & FOURTEENTH
AMENDMENT, 42 U.S.C. § 1983 & HUD 42
U.S.C. § 1437, 24 CFR 966.53(c) Hud
Regulations. & VIOLATION OF PLAINTIFF
CIVIL RIGHTS PURSUANT TO
18 U.S.C. 241

(13) THIRTEENTH CAUSE OF ACTION FOR
CONSPIRACY TO COMMIT EXTRINIC
FRAUD ON THE COURT

1 (14) FOURTEENTH CAUSE OF ACTION
2 FOR INTENTIONAL INFLICTION OF
3 EMOTIONAL DISTRESS

4 (15) FIFTEENTH CAUSE OF ACTION
5 FOR COMMON LAW MALICIOUS
6 PROSECUTION

7 (16) SIXTEENTH CAUSE OF ACTION
8 FOR COMMON LAW ABUSE OF
9 PROCESS

10 (17) SEVENTEENTH CAUSE OF ACTION
11 FOR VIOLATION OF THE
12 REHABILITATION ACT OF 1973, 29
13 U.S.C.; SECTION 804 FAIR HOUSING
14 AMENDMENT ACT, 42 U.S.C. SEC.
15 3604; AND TITLE III OF FAIR
16 HOUSING AMENDMENT ACT, 42
17 U.S.C. SECTION 3604; AND TITLE III
18 OF THE AMERICAN WITH
19 DISABILITIES ACT 42 U.S.C. § 12182

20 (18) EIGHTEENTH CAUSE OF ACTION
21 FOR CONSUMERS LEGAL REMEDIES
22 ACT PURSUANT TO §§ 1780 (b) &
23 3345 (2) OF THE CALIFORNIA CIVIL
24 CODE

25 (19) NINETEENTH CAUSE OF ACTION
26 FOR CONSPIRACY TO COMMIT
27 INTRINSIC FRAUD

28 (20) TWENTIETH CAUSE OF ACTION FOR
NEGLECT

(21) TWENTY-FIRST CAUSE OF ACTION
FOR NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS

(22) TWENTY-SECOND CAUSE FOR
PUNITIVE DAMAGES

Plaintiff by verified complaint alleges as follows:

JURISDICTION

1. Pursuant to 28 U.S.C. § 1331 at least one of the Plaintiff claim arises under the laws, Constitution of the United States of America.
2. The jurisdiction of this Court is invoked pursuant to 42 U.S.C. § 1983 violation of the Fifth and fourteenth amendment Constitutions procedural due process under the United States Housing Act of 1937 ("USHA") (codified in Title 42 U.S.C.) and the National Housing Act ("NHA") (codified in 12 U.S.C.), The United States Secretary, Housing and Urban Development (HUD) which include public housing and section 8 programs (42 USC § 1437), Plaintiff has been denied procedural due process and the opportunity for a pre-eviction hearing in the Superior Court of California containing the basic elements of due process as defined in 24 CFR 966.53(c) of the HUD Regulations.
3. The jurisdiction of this Court is invoked pursuant to 18 U.S.C. § 242 & 241, for violation of Plaintiff Civil Rights. The defendants willfully & criminally deprived and conspired to deprived plaintiff of her due process rights to a pre-eviction hearing as defined in 24 CFR 966.53(c) of HUD Regulations in San Francisco Superior Court and the Defendants violated Plaintiffs civil rights.
4. The jurisdiction of this court is invoked pursuant to the Rehabilitation act of 1973, 29 U.S.C.;

1 Section 804 Fair Housing Amendment Act, 42, U.S.C. Section 3604; and Title III of the Fair
2 Housing Amendment Act, 42 U.S.C. Section 3604; and title III of the American with
3 Disabilities Act 42 U.S.C. 12182. The defendants refuse to accommodate and rent to a
4 disabled person.
5

6
7 5. The damages are in excess of \$75,000.00.
8
9

10 INTRADISTRICT ASSIGNMENT

11 The incident took place in the City of San Fransico, State of California
12
13

14 PLAINTIFF

- 15
16
17 1. Plaintiff Sharon Bridgewater at all times mentioned herein was a tenant in legal possession
18 of a rental unit, commonly referred to as 427 Page Street, San Francisco, California,
19
20 2. At all times mentioned herein was a tenant at 427 Page Street, a subsidized federal
21 housing project, from January 2005 to May 2008.
22
23 3. Bridgewater at all times mentioned herein was disabled and receiving Supplemental
24 Security Income(SSI).
25
26 4. Bridgewater at all times mentioned had a valid HUD lease agreement and receiving
27 section 8 payments via HUD.
28

DEFENDANTS

5. Hayes Valley Apartment is Housing Project governed by the United States Housing Act of 1937 of the U. S Department of Housing and Urban Development.(HUD). It is a Federally-Subsidized housing complex/apartment for low-income, the elderly and/or people with disabilities.
6. Hayes Valley Limited Partnership developed the property with the assistance from HUD, and under the Department of Treasury's Low Income Housing Tax Credit Program; and obligated to comply Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, to prevent homelessness and to accommodate low income, senior citizens and the elderly; and to encourage rehabilitation of tenants.
7. At all times herein mentioned McCormack Baron Ragan Management was the Property Management Company of Hayes Valley. At all times mentioned herein the Defendants had a HUD Regulatory and Management agreement.
8. The Defendants Hayes Valley Limited Partnership, McCormack Baron Ragan Management Service Inc. and MBA Urban Development Co. Inc., are so intertwined with joint directors that they are in reality the very same entity as they have the same parties involved in each limited partnership and involved in the day to day management of the rental unit involved in this case. Plaintiff does not know the true names and capacities of defendants Does 1 through 50 inclusive and needs to obtain said information through discovery.

STATEMENT OF FACTS

9. This case stems from an unlawful detainer lawsuit of non-payment of rent. Hayes Valley Limited Partnership, brought the lawsuit in San Francisco County Superior Court. The case number was CUD-06-61795, for the premises commonly know as 427 Page St., San Francisco, CA. 94102.
10. Hayes Valley Partnership retained the law firm Kimball, Tirey & St. John who specialize in unlawful detainer litigation.
11. The defendants gave Bridgewater two different notices notice to pay rent or quit, on two different occasions and listed the dollar amount as "no dollar amount due."
12. The first notice to pay rent or quit dated April 12, 2006, alleged, Bridgewater did not pay \$107.00 for each month from Sept. 2005 thru Nov. 2006. Assuming this was a valid notice, it would amount to \$749.00. Bridgewater made a payment in Oct. 2005 for \$108.00, and the correct amount for the unlawful detainer should have been filed by the defendants should have been for \$641.00.
13. The second notices given to Bridgewater dated Nov. 12, 2007, alleged, Bridgewater did not pay \$78.00 for each month from July 2007 thru Nov.2007. Assuming this was a valid notice, the amount due would amount to \$390.00. Bridgewater had credit balances on her rental from July 2007 thru Sept. 2007 and only owed \$62.74 in Oct. 2007.
14. On April 20, 2006, Shawn Bankson, Attorney for the Defendants, signed the verified unlawful detainer Complaint # CUD-06-617995, that Bridgewater owed \$749.00

- 1 She owed .
- 2 26. The defendants ignored Bridgewater calls and letters and would not communicate
- 3 with Bridgewater. Bridgewater did not hear from the Defendants until the day of Trial.
- 4
- 5 27. On Feb. 19, 2008 the day of trial, during the settlement conference, the defendants told the
- 6 Pro tem Judge and Bridgewater that she owed an amount of \$2,979.74. Actually this
- 7 amount incurred from the defendants obtaining a Stipulation of Judgment Dismissal;
- 8 Order thereon(an unauthorized party) on May 6, 2006, and tortiously "stopping"
- 9 Bridgewater HUD section 8 rental payments.
- 10
- 11 28. Bridgewater relied on this information they had given to her. Bridgewater was coerced
- 12 to enter into a "fraudulent" Stipulation of Judgment based on the information she had
- 13 received by the Defendants during the settlement conference the day of trial. Included in
- 14 this Stipulation was, a sentence that waived her "due process" rights to a pre-eviction
- 15 hearing,. Also included in the Stipulated Judgment was provision that Bridgewater
- 16 would agree to move out of the premises in exchange for the defendants not charging her
- 17 the \$2,979.74 they fraudulently asserted she'd owed. Pursuant to this agreement
- 18 Bridgewater moved out from the premises and was rendered displaced and homeless.
- 19
- 20 29. The Defendants, at all times mentioned were not licensed by the California Department of
- 21 Real Estate as required for the collection of rents; in violation of California Business and
- 22 Professional Code § 10131(b).
- 23
- 24 30. Further, at all times mentioned herein the Defendants were in violation of California
- 25 Business and Professional Code § 17918, in which it is questionable if they could even
- 26 bring a cause of action in San Francisco Superior Court.
- 27
- 28

- 1 15. On May 4, 2006, the Defendants obtained a Stipulation for Entry of Judgment Dismissal;
2 Order Thereon (which is a pre-eviction hearing/grievance hearing) from an unauthorized
3 Party without Bridgewater knowledge or consent.
- 4
- 5 16. The defendants accepted all rental payments of \$749.00 as demanded in the notice to pay
6 rent or quit she had received dated April 12, 2006. Under California law any acceptance
7 of rents, as demanded in the five day notice to pay rent or quit prohibit an eviction.
- 8
- 9 17. Bridgewater had credit balances on her rental ledger from July 2007 thru Sept. 2007 and
10 only owed \$62.74 in Oct. 2007 when the defendant gave her a notice to pay rent or quit on
11 Nove. 12, 2007.
- 12
- 13 18. The defendants received a Stipulated Judgment pursuant to the Unlawful Detainer on Dec.
14 19th, 2007 pursuant to the prior May 3, 2006, Stipulation for Entry of Judgment Dismissal;
15 Order thereon(pre-eviction hearing from the unauthorized party).
- 16
- 17 19. Bridgewater was evicted from her apartment.
- 18
- 19 20. Bridgewater filed for a motion to vacate the Judgment received by the Defendants.
- 20
- 21 21. The Defendants filed opposition papers.
- 22
- 23 22. The court granted Bridgewater's motion and vacated the Judgment on Jan. 22, 2008.
- 24
- 25 23. The Defendant's ignored the court order vacation of Judgment and continued to
26 Prosecute the case.
- 27
- 28 24. The Defendants told Bridgewater in spite of the vacation of Judgment she needed to move
at once. Bridgewater told the Defendants that she did not owe rent and demanded a
amount due from the defendants.
- 25
- 26
- 27 25. Bridgewater tried on numerous occasions to contact the Property Manager and the
28 Defendant's attorney for "an amount" to cure back rent as they allegedly asserted

FIRST CAUSE OF ACTION FOR WRONGFUL EVICTION

31. The HUD lease agreement between the two parties was subject to Federal, State and local laws.(see exhibit 1) On April 12, 2006, Plaintiff received a five day notice to pay rent or quit listing the amount as, "NO EXACT DOLLAR AMOUNT." The delinquent dates of non-payment of rent are for \$107.00 for each month from Sept 1, 2005 thru March 31, 2006. (see exhibit 2)

32. Bridgewater made a payment of \$108.00 in October 2005(see exhibit 3 - rental ledger) Pursuant the HUD 42 U.S.C. § 1437, the requirement for a valid notice to quit must:

§ 247.4(e) Specificity of notice in rent nonpayment cases.

In any case in which a tenancy is terminated because of the tenant's failure to pay rent, a notice stating the dollar amount of the balance due on the rent account and the date of such computation shall satisfy the requirement of specificity set forth in paragraph (a)(2) of this section.

33. California Civil Procedure (CCP) 1161 requires a valid notice to quit" must state the "exact" amount due. The notice issued by the Defendant is invalid. Further, the Defendants listed the owners of real property as Hayes Valley Limited Partnership San Francisco Housing Authority is the owner of the property. (see exhibit 4) The Court must reject a pleading that has not properly stated the parties.

- 1 34. Under penalty and perjury the On April 12, 2006 the Defendants filed an Unlawful
2 Detainer Lawsuit case # CUD-06-617995 listing the amount owing as
3 \$749.00(see exhibit 4)
4
- 5 35. Bridgewater paid \$108.00 in 2006. Assuming this notice met California statutory
6 law of California Civil Procedure(CCP) 1161 of a valid notice to pay rent or quit, the
7 correct amount due on the unlawful detainer pleading should have been for \$641.00(See
8 exhibit 3 rental ledger)
9
- 10 36. On May 3, 2006 the Defendants obtained a Judgment for Stipulation and Order thereon,
11 dismissal(pre-hearing grievance/hearing) from an unauthorized Party- a household
12 member.(see exhibit 5)
13
- 14 37. The defendants did not ask Bridgewater for her permission to obtain this Judgment for
15 Stipulation and Order thereon dismissal(pre-eviction grievance/hearing) from an
16 Unauthorized party nor did the defendants have a "power of attorney"
17 to enter into this agreement with an unauthorized Party. Nor did the
18 unauthorized party inform Bridgewater about this agreement entered into between the
19 two parties.
20
- 21 38. The household member made payments to Hayes Valley pursuant to the Stipulation of
22 entry of Judgment date May 4, 2006 and stopped making payments in June 2007.
23
- 24 39. On November 12th, 2007, the defendants gave Bridgewater a second notice to pay rent or
25 quit in Case # CUD-06-617995 listing delinquent dates of rent from the months July 2007
26 thru Nov. 2007 listing "no exact amount due." Assuming this was a valid notice to pay rent
27 or quit the total amount is \$390.00. (see exhibit 6) compare to rental ledger exhibit #3
28
40. Bridgewater had credit balances for the month July, August and Sept. and only owed

- 1 \$62.74 in October 2007.(see exhibit 3 - rental ledger).
- 2
- 3 41. All rent were paid as demanded in the five day notice to pay rent or quit of \$749.00.
- 4
- 5 42. The defendants accepted all payments as demanded in the five day notice to pay rent or
- 6 Quit, which prohibits an eviction.
- 7
- 8 43. The defendants nor did their attorney amended the unlawful detainer complaint to reflect
- 9 \$390.00 as allegedly asserted amount due on the second notice to pay rent or quit. Further
- 10 the amount allegedly due on the first notice to pay rent or quit date April 12, 2006
- 11 unlawful detainer filed by the should have been for the amount of \$641.00 and
- 12 not \$749.00.
- 13
- 14 44. A single unlawful detainer lawsuit action must have only "one notice to pay rent or quit,"
- 15 and not two or multiple notices.
- 16
- 17 45. The Defendants obtained a Judgment of non-compliance on November 20, 2007 based on
- 18 the May 3, 2006, Stipulation of Judgment Dismissal: thereon (pre-eviction hearing)
- 19 from unauthorized signature.(see exhibit 7).
- 20
- 21 46. On Dec. 19, 2007 the defendants obtained a Judgment pursuant to Stipulation in the
- 22 Unlawful Detainer. (see exhibit 8)
- 23
- 24 47. Bridgewater was wrongfully evicted from her apartment during the
- 25 Christmas 2007/New Years holiday season based on the May 3, 2006; Stipulation of
- 26 Judgment Dismissal; thereon. (pre-eviction hearing from the unauthorized party.)
- 27
- 28 48. Bridgewater filed a motion to vacate the Judgment for writ for possession.
49. The Defendant's filed an opposition motion.
50. On January 22, 2008, the Court granted Bridgewater's motion to vacated Judgment.(see exhibit 9)

1 51. Bridgewater became the prevailing party of case # CUD-06-617995.

2 52. Plaintiff is entitled to treble damages as all times mentioned the Defendants never had
3 a business license issued by the California Department of Real estate herein mentioned
4 in violation of Business and Professional code section 10131(b) which requires a treble
5 damages pursuant to C.C.P. section 1029.8(a). The injury and damages the Plaintiff
6 Sustained was the direct and proximate cause of an unlicensed Property Management
7 Company rendering services as in collection of rents.
8

9 53. Plaintiff have been harmed and injured and have damages. The conduct of defendants
10 and all of them which defendants carried out with a conscious disregard for plaintiff's
11 rights to the possession of the premises as codified under the statutory definition of
12 malice, Pursuant to California Civil Code Section 3294 (c). The defendant acted
13 willfully with malice and fore thought in an intentional act to injured plaintiff herein
14 requiring punitive damages against defendants subject to the net worth of said defendants.
15

16 54. Plaintiff is entitled to an award of treble damages and punitive damages.
17

18 55. That by reason of the aforesaid, the plaintiff ask for a sum of damages not to exceed
19 TEN MILLION (\$10,000,000.00) DOLLARS,
20

21
22
23 **Second Cause of Action for VIOLATION OF FIFTH & FOURTEENTH**
24 **AMENDMENT/DEPRIVATION OF PROCEDURAL DUE PROCESS PURSUANT TO 42**
25 **U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) of the HUD Regulations**

26 56. Plaintiff realleges paragraphs 30 through 51 in this second cause of action for violation
27 of the fourteenth amendment of the US Constitution/Deprivation of Tenant procedural
28 due process pursuant to 42 U.S.C. § 1983 & 42 USC § 1437, 24 CFR 966.53(c) of the
Hud Regulations.

1
2 57. Hayes Valley at all times mentioned had a HUD regulatory agreement, and is a Federal
3 Housing Project, and subject to the laws of the Constitution of the United States.

4
5 58. On May 3, 2006, the defendants obtained a Stipulation for Judgment and Dismissal
6 thereon (a pre-eviction hearing) from an unauthorized party, (see exhibit 5) without
7 Bridgewater knowledge or consent.

8 59. The Defendants obtained a Judgment of non-compliance of November 20, 2007 based on
9 the May 3, 2006, Stipulation of Judgment Dismissal: thereon (pre-eviction hearing) from
10 unauthorized signature. (see exhibit 7).

11
12 60. On Dec. 19, 2007 the defendants obtained a Judgment pursuant to Stipulation in the
13 Unlawful Detainer. (see exhibit 8).

14 61. Bridgewater was deprived of her state of California due process rights as well as her US
15 Constitutional fifth and fourteenth amendment due process rights. Pursuant to HUD
16 Under federal law, HUD requires a pre-eviction court hearing with the basic "elements of
17 due process," HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) of the HUD Regulations.

18
19 62. Plaintiff have been denied procedural due process and the opportunity for a pre-eviction
20 hearing in the Superior Court of California containing the basic elements of due process
21 as defined in 24 CFR 966.53(c) of the HUD Regulations.

22
23 63. Plaintiff was evicted as a result of being deprived of her "due process" rights.

24 64. Plaintiff have been harmed and injured and have damages. The conduct of defendant and
25 all of them which defendants carried out with a conscious disregard for plaintiff's rights
26 to the possession of the premises as codified under the statutory definition of malice,
27 pursuant to California Civil Code Section 3294 (c). The defendants were done
28 willfully, with malice and fore thought in an intentional act to injure plaintiff herein

1 requiring punitive damages against defendants subject to the net worth
2 of said defendants.

3 65. Plaintiff is entitled to an award of damages and punitive damages.

4 66. That by reason of the aforesaid, the plaintiff asks for a sum of damages not to exceed
5 FIFTY MILLION (\$50,000,000.00) DOLLARS
6

7
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10
11 **THIRD CAUSE OF ACTION FOR**
12 **TORTIOUS INTERFERENCE WITH CONTRACT**

13 67. Plaintiff realigns paragraphs 30 through 51 in this third cause of action for tortious
14 interference with contract.

15 68. Plaintiff realleges paragraphs 57 through 62 in this third cause of action for tortious
16 interference with contract.

17 69. Hayes Valley Limited Partnership was developed with the assistance from HUD funds,
18 under the Department of Treasury's Low Income Housing Tax Credit Program;
19 Hayes Valley is a Federal Housing Project and public facility specifically designed for the
20 low income, senior Citizens, the disabled and elderly.
21

22 70. At all times mentioned, Plaintiff was a resident at Hayes Valley, a Public Housing Project
23 and receiving federal funds.
24

25 71. At all times mentioned, Plaintiff was a participant in the HUD section 8 program and
26 receiving federal financial aid in the assistance of housing cost.
27

28 72. Plaintiff at all times mentioned was in legal possession of the premises.

1 73. At all times mentioned Plaintiff had a valid, enforceable agreement contract with HUD for
2 Assistance payments for the unit at 427 Page Street.

3 74. On May 4, 2006 the Defendants obtained a Judgment for Stipulation and Order
4 thereon, dismissal(pre-hearing grievance/hearing) from an unauthorized Party.
5

6 75. On December 19, 2008 the defendants obtained a Judgment, Pursuant to the May 4, 2006
7 Judgment for Stipulation and Order thereon, dismissal (unauthorized Party). Bridgewater
8 subsequently received an "unexpected" writ for possession of her premises
9 during the Christmas 2007/New Year 2008 holiday season. Subsequently the defendants
10 tortiously "interfered/terminated" Bridgewater HUD section 8 payment contract.
11 Bridgewater frantically and in great mental anguish, moved from the apartment;
12 consequently breaking her foot.
13

14 76. Bridgewater's San Francisco Housing Authority Specialist Section 8 Worker, gave
15 Bridgewater the O.K. to move into new apartment.(see exhibit 10) Bridgewater found a new
16 apartment and moved to this apartment. The duration of Bridgewater's move was
17 "excruciating, stressful and very painful. During this time, while moving from Hayes Valley
18 to 1769 Oakdale Ave. San Francisco, CA 94124, Bridgewater was going back and forward
19 to the Eviction Defense Collaborative(EDC-an Agency that helps low income person in
20 defense against evictions), to the section 8 office, and to the doctors. Back and forward from
21 Hayes Valley to Oakdale-(moving - 2 flights of stairs of which both apartments were on the
22 second floor story)on crutches; and back and forward to superior court of California
23 defending herself against the "unexpected" writ for possession she had received during the
24 Christmas 2007/ New Year 2008 season.
25
26
27
28

- 1 77. During this time Bridgewater filed a petition to the court to vacate the Judgment of the
2 "unexpect" writ for possession of premises she'd received by the defendants. The Judge
3 granted Bridgewater's motion to vacate the 'writ for possession of premises," on Jan. 22,
4 2008. Bridgewater's section 8 rental payment benefits to the new apartment at 1769
5 Oakdale Ave. San Francisco, was denied because the Defendants intentionally and
6 wrongfully told her section 8 HUD worker not to transfer Bridgewater's section 8
7 voucher/payments to her new apartment, because Bridgewater had received a vacated
8 Judgment on Jan. 22, 2008 of the "fraudulent" Judgment the defendants received on 12-19-
9 2007. Bridgewater section 8 payment specialist told Bridgewater that she had to move "out"
10 from Oakdale Ave., back to Hayes Valley Apartments. Bridgewater section 8 HUD contract
11 at her new apartment on Oakdale Ave was tortiously "interferred/terminated;" subsequently
12 Bridgewater lost her rental deposit.(see exhibit //)
13
14
15
16 78. Bridgewater moved out of the apartment from Oakdale Ave. back to Hayes
17 Valley Apartments.
18
19 79. The defendants tortiously interferred with Bridgewater public housing authority contract
20 twice.
21
22 80. The defendants willfully and tortiously interfered with Bridgewater contract
23 in the Section 8 program, stopping Bridgewater section 8 payments. Bridgewater has just
24 found housing in California June 20, 2009 and was able to complete this complaint against
25 the defendants.
26
27 81. The defendant's actions caused the plaintiff injury and harm and the Plaintiff have damages.
28 The conduct defendants and all of them which defendants carried out with a conscious
disregard for plaintiff's section 8 payments and federally protected participation in the

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

6 82. Plaintiff is entitled to an award of treble damages and punitive damages.

7 83. That by reason of the aforesaid, the plaintiff asks for a sum of damages not to exceed
8 FIFTY MILLION (\$50,000,000.00) DOLLARS
9

10
11 **Fourth CAUSE OF ACTION FOR COMMON LAW FORCIBLE**
12 **DETAINER**
13

14 84. Plaintiff realleges paragraphs 30 through 51 in this fourth cause of action of Common
15 Law Forcible Detainer.

16 85. Plaintiff realleges paragraphs 57 through 62 in this fourth cause of action of Common
17 Law Forcible Detainer.

18 86. Plaintiff realleges paragraphs 69 through 78 in this fourth cause of action of Common
19 Law Forcible Detainer.
20

21 87. On May 3, 2006, the defendants obtained a Stipulation for Entry of Judgment; dismissal by
22 an unauthorized party to obtain possession of Bridgewater's unit.

23 88. The Defendants defied the authority of the State Judge and ignored the vacated Judgment
24 Bridgewater received on Jan. 22, 2008.
25

26 89. The law firm Kimball, Tirey, and St. John LLP, label themselves as "expert" in Unlawful
27 Detainer litigations. According to a recent article written by Jane Creason they have
28 performed over 7000 evictions.(see exhibit 12 last ¶). The law firm had a standard or

1 care not to deviate from their norm of practice "specialty" law; as they are "experts,
2 unlawful detainer litigation.

3
4 90. The Law firm and the Defendants knew or should have known the case required an
5 immediate dismissal after Bridgewater received a vacation of the Judgment on Jan.
6 22, 2008. All rents as demanded in the five day notice to pay rent or quit dated April 12,
7 2006 for \$749.00 was paid and accepted by the defendants.

8
9 91. Any reasonable person would have investigated the facts surrounding the vacation of the
10 Judgment received on January 22, 2008 however this was not the case. The defendants
11 continued to prosecute the case.

12 92. The defendants were well aware of Bridgewater moving out of Hayes Valleys to Oakdale
13 Ave, and out of Oakdale Ave. back into Hayes Valley.

14 93. After Bridgewater moved back into Hayes Valley the property Manager phone Bridgewater
15 and informed Bridgewater that she needed to move out again.

16
17 94. Bridgewater tried to for one month to tried to contact the property
18 Manager and their attorney to get an "amount due"(compare exhibit 13 & 14 dates of
19 each letter), to cure back rent as the Defendant's allegedly asserted she owed to remain at
20 Hayes Valley.

21
22 95. Both the Property Manager and their Attorney ignored Bridgewater phone calls.

23 96. The defendant purposely "stopped" communicating with Bridgewater to deprive her of
24 her right to a pre-eviction hearing/grievance hearing; as the requirement for a grievance
25 hearing is to meet with the landlord.(see exhibit 2 last ¶)

26
27 97. Bridgewater went to the Eviction Defense Collaborative (EDC). An agency that
28 helps low-income residents in defense against Evictions as well as financial assistance.

1 98. Bridgewater was hopeful that they could successfully communicate with her Landlord; to
2 get an "exact amount due." in order to cure defaulted rent they asserted Bridgewater
3 owed, so that she could remain in the unit.
4

5 99. Bridgewater applied for financial assistance through the EDC.

6 100. Bridgewater application was approved.(see exhibit 13)

7 101. The EDC on numerous occasions attempted to get an "amount due" from the Defendants to
8 cure back rent.
9

10 102. The Defendants would never give the EDC an "amount due."

11 103. On February 15, 2008, Amy Price, Rental Assistance Coordinator for the EDC attempted to
12 get an "amount due" from the defendants to cure the back rent. Amy Price the Rental
13 Assistance coordinator for the EDC agency writes: quote, "On more than four different
14 occasions I attempted to get the correct amount from her apartment manager, but I was
15 unable to. At one point I was sent a ledger, but then was told it was not the correct
16 amount. As of today I have still have not received the amount due and was therefore
17 unable to finalize her application and pay her back rent."(see exhibit 14)
18

19 104. On February 19, 2008, four day later, the very day of trial, at the settlement conference the
20 defendants deceived Bridgewater and the Pro temp Judge.
21

22 105. The Defendants asserted to both the Pro tem Judge and Bridgewater that she owed past due
23 rent of \$2174.~~94~~ plus attorney fee's totally \$2,979.74. When in fact this amount incurred
24 from the Defendant's entering into a Stipulation with an unauthorized party on May 4,
25 2006, and subsequently obtaining a writ for possession of her premises; subsequently
26 terminating Bridgewater section 8 payments. (see exhibit # 15)
27

28 106. The defendants took complete advantage of Bridgewater's disability.

1 107. On trial day, the defendants, and authorized agent for the defendants, Hashenia Rashid ,
2 had a copy of the rental ledger in her possession proving Bridgewater did not owe
3 \$2,972.74. Bridgewater only owed \$424.74 in Feb. 2008(see exhibit 3 rental
4 ledger)
5

6 108. Bridgewater relied on the information given to her by the defendants.

7 109. As an unlawful detainer litigation "expert," Jane Creason knew that HUD rules and
8 regulation applied to Bridgewater termination of tenancy; as Bridgewater was in legal
9 possession of the premises.
10

11 110. Jane Creason gave Bridgewater an ultimatum, "PAY FULL AMOUNT," or "MOVE IN
12 90 DAYS." (see exhibit 16 - Plaintiff demand)
13

14 111. Pursuant to HUD regulations of 24 CFR 247.6

15 Requires an owner to provide a 90 day notice to
16 a tenant of a termination or failure to renew a
17 government contract. This statute is applicable
18 to Section 8 tenant-based contracts for units in
19 rent control and non-rent control jurisdictions.
20 During the 90 day period, the tenant's portion of
21 the rent cannot be increased. Where an owner
22 terminates or fails to renew a contract or recorded
23 agreement with a governmental agency that provides
24 for rent limitations to a qualified tenant, the tenant
25 or tenants who where the beneficiaries of the contract
26 or recorded agreement shall be given at least 90
27 days; written notice of the effective date of the
28 termination and shall not be obligated to pay more
than the tenant's portion of the rent, as calculated
under the contract or recorded agreement to be
terminated, for 90 days following receipt of the notice
of termination of [sic] nonrenewal of the contract.

25 112. The Defendant knew Bridgewater was only receiving SSI payments of \$789.00 per
26 month and could not afford a "lump sum" payment of \$2,979.74 as they fraudulently
27 asserted Bridgewater owed. The defendant knew Bridgewater had moved "in -and-out"
28

1 of Oakdale Ave, San Francisco. Bridgewater only owed \$424.74 in Feb. 2008.

2 (see exhibit 3 rental ledger)

3
4 113. As an expert, Creason and the Defendants knew Bridgewater is a disabled "protect class
5 tenant." The Defendants knew Hayes Valley is a Federal Public Housing Project
6 specifically designed to accommodate low income, senior citizen and the disabled.

7 114. Under duress, mental anguish, exhaustion and great mental strain of moving back and
8 forward, Bridgewater was mentally incapable of doing anything. Being deceived and
9 without legal representation; and knowing that it was impossible to pay the "lump sum"
10 amount of \$2,979.74 requested by the Defendants, Bridgewater entered into the
11 Stipulated Judgment took the 90 day move-out option.
12

13 115. Pursuant to Federal HUD regulations, tenants are not responsible for PHA payments,
14 caused by tort neither of the Landlord nor in any situation. It is illegal for a promise by
15 one person to answer for the debt, default, or miscarriage of another person. According
16 to California Civil Code section 1668: "All contracts which have for their object,
17 directly or indirectly, to exempt any one from responsibility for his own fraud, or willful
18 injury to the person or property of another, or violation of law, whether willful
19 one negligent,
20

21
22 116. Pursuant to California evidence code 1123 the settlement agreement is procured under
23 duress and by fraud and deceit and is *"NULL and VOID"*

24 117. Once Bridgewater communicated to the Defendant's that she move out in 90 days, the
25 Defendants gave Bridgewater an alternative option.
26

27 118. The defendant's bad faith, and harassing tactics to get possession of Bridgewater's
28 Apartment only continued.

1 119. Jane Creason and the Defendants told Bridgewater that if she move out within 60 days
2 they would refund Bridgewater's total Deposit of \$1,600.00.(see exhibit 16 under
3 plaintiff demand ¶)

4
5 120. Bridgewater agreed to move out within the 60 days, expecting her full deposit
6 refund of \$1,600.00.

7 121. The Defendants had no intentions of returning Bridgewater Security Deposit.

8 Creason "expressed language" as used in the Judgment insured no accountability for
9 the return of Bridgewater's Security Deposit. "that she would give account of the
10 security deposit "in accordance with Cal. Law."

11
12 (see exhibit 15 paragraph 7).

13 The defendants violated California Civil Code Section 1950.5.

14
15 (g) (1) (g) (1) No later than 21 calendar days after the tenant has
16 vacated the premises, but not earlier than the time that
17 either the landlord or the tenant provides a notice to
18 terminate the tenancy under Section 1946 or 1946.1,
19 Section 1161 of the Code of Civil Procedure, or not earlier
20 than 60 calendar days prior to the expiration of a fixed-term
21 lease, the landlord shall furnish the tenant, by personal
22 delivery or by first-class mail, postage prepaid, a copy of an
23 itemized statement indicating the basis for, and the amount
24 of, any security received and the disposition of the security
25 and shall return any remaining portion of the security to the
26 tenant.

27 (See exhibit 3 - rental ledger and deposit accountability date - The defendant's date of
28 accountability of the deposit is 29 days later)

1 122. The defendants knew exactly what they were doing; as they took complete advantage
2 Bridgewater inability to retain legal counsel as well as her mental disability.

3
4 123. As of today Bridgewater has not been refunded "one penny" her deposit as promised by
5 the Defendants.

6 124. Creason also misrepresented to Bridgewater and the court that they would give "only
7 neutral references" pertaining to Bridgewater tenancy. When in fact Bridgewater name is
8 in a Unlawful Detainer Data Base for non-payment of rent, making it virtually impossible
9 for Bridgewater to rent an apartment in California;(see exhibit 15 paragraph- 13); for
10 the Judgment entered by the Court list Hayes Valley as the prevailing party in case #
11 CUD-06-617995.
12

13 126. Pursuant to California evidence code 1123 a settlement agreement procured by bad faith
14 and coercion and is "NULL and VOID."

15
16 127. Bridgewater pleaded with the Defendants for a payment arrangement to remain in the
17 unit, for to move would render Bridgewater homeless. Bridgewater told the Defendants
18 that she was not aware of a "pre-eviction" agreement between the unauthorized person
19 and that her application from the EDC had been approved for up to \$1,000 for rent.
20

21 128. Defendants refused Bridgewater's request. Bridgewater insisted that the defendants
22 add #15 to the Stipulation for Entry of Judgment and Order thereon. In which the plaintiff
23 herein put the defendants and attorneys herein on notice that all rents were paid and
24 accepted by the defendants and there was no just cause for the Stipulated Judgment or
25 eviction.(see exhibit 15 # 15).
26

27 129. Both parties initialed #15, agreed and signed the added clause # 15 of the Stipulated
28 Judgment.

1 130. Any reasonable person, after reading number #15 of the Stipulation would conclude that
2 the settlement agreement was not in good faith.

3
4 131. Bridgewater was forced to move out by April 30, 2008 and lived on the streets in cold
5 Weather of San Fransico, ultimately, moving to Hawaii where she was homeless(see
6 exhibit 17)

7 132. All Settlement agreements must be in good faith.

8 133. Further, the settlement agreement is legally deficient pursuant to Cal. Rules of the court
9 3.185; a conditional settlement agreement must contain:

10
11 1) an ex-parte provision,

12 2) A date in which the action is to be dismissed;

13 3) which court has jurisdiction.

14 134. In violation of California Rules of court 3.185 the Stipulation for Judgment is:

15 **"NULL AND VOID."**

16
17 135. The defendant's malicious, fraudulent and harassing conduct was to evict Bridgewater
18 by any mean necessary:

19 1) Obtaining the fraudulent writ for possession of premises and evicting

20 Bridgewater/depriving Bridgewater of her rights to a pre-eviction hearing in which
21 Bridgewater vacated the Judgment.

22
23 2) Giving Bridgewater a 2nd *invalid* "notice to pay rent or quit" listing no exact
24 amount due /Bridgewater had credit balances for the months of July, August,
25 Sept. 2007
26
27
28

- 1 3) Obtaining a second Judgment based on fraud, coercion and force depriving
2 Bridgewater of her rights to a pre-eviction hearing; forcing Bridgewater out of the
3 premises evicting Bridgewater a second time.
4

5 136. The court did not have jurisdiction for the Stipulation and Entry of Judgment:

- 6 i. The defendant expected all rental payments as demanded in the five day
7 notice and waived the notices and by operation of law could not evict.
8 ii. After vacation of Judgment, the Unlawful detainer required an immediate
9 dismissal.
10 iii. Bridgewater was the prevailing party in the case CUD-06-617995.
11 iv. The second notice to pay rent to quit should have not been given to
12 Bridgewater. As Bridgewater had credit balances on her rental ledger.
13 v. The defendant did not meet California law, statutory "notice to pay rent or
14 quit" requirements.(CCP 1161)
15 vi. A single Unlawful detainer lawsuit must have only "one notice to pay rent
16 or quit" and not two or multiple notices to pay rent.
17 vii. The defendants violated Federal State and local laws by not affording
18 Bridgewater a pre-hearing eviction administrative hearing or grievance.
19 viii. The Judgment for Stipulation date Feb. 19, 2008 was procured by bad faith,
20 fraud, deceit, duress, force and coercion.
21
22
23

24 137. Plaintiff tenancy at all times mentioned was subject to Section 8 of the United States
25 Housing Act of 1937, via HUD.
26

27 138. Plaintiff at all times mentioned was receiving section 8 payments.
28

139. Plaintiff at all times mentioned was in legal possession of the premises.

1 140. Plaintiff at all times mentioned had a valid HUD rental lease agreement.

2 141. Pursuant to Public housing (PHA) lease and grievance procedures, CFR 24 § 9.66.6, a
3 Public Housing Authority/Hayes Valley and tenant shall not include in a "new
4 agreement," or "shall be deleted from an existing lease either by amendment
5 thereof or execution: a) Confession of Judgment, b) Distraint for rent or other charges
6 c) Exculpatory clauses, d) Waiver of notices prior to an action for a money
7 judgment, e) waiver of legal proceedings, f) waiver of jury trial g) Waiver of right
8 to appeal judicial error in legal proceeding h) Tenant chargeable with legal cost of
9 legal action regardless of outcome.
10
11

12 142. Jane Creason's "expressed language" as set forth in the Judgment of Stipulation is in
13 direct violation of HUD CFR 24 § 9.66.6 .
14

15 143. The defendant through fraud, coercion and threats held the property under the
16 authority of the court until Bridgewater moved. The dictionary defines force as
17 persuasive power; power to convince: 2) power to influence, affect, or control;
18 efficacious power: *the force of circumstance*.
19

20 144. Bridgewater was peaceable, in legal possession of the premises. The Defendant's used
21 their superior bargaining power to force, and obtain a Judgment procured by fraud to get
22 possession of apartment.

23 145. Plaintiff is entitled to treble damages as all times mentioned the Defendants never had
24 a business license issued by the California Department of Real estate herein mentioned
25 in violation of Business and Professional code section 10131(b) which requires a treble
26 damages pursuant to C.C.P. section 1029.8(a) as the injury and damages were directly
27 and proximate and negligently caused by an unlicensed Property Management Company
28

1 rendering services in the collection of rents.

2 146. Plaintiff have been harmed and injured and have damages. The conduct of defendant and
3 all of them which defendants carried out with a conscious disregard for plaintiff's rights
4 to the possession of the premises as codified under the statutory definition of malice,
5 pursuant to California Civil Code Section 3294 (c). The defendants were done
6 willfully, with malice and fore thought in an intentional act to injure plaintiff herein
7 requiring punitive damages against defendants subject to the net worth
8 of said defendants.
9

10
11 147. Plaintiff is entitled to an award of treble damages and punitive damages.

12 148. That by reason of the aforesaid, the plaintiff ask for a sum of damages not to exceed
13 TWENTY FIVE MILLION (\$25,000,000.00) DOLLARS.
14

15 **Fifth CAUSE OF ACTION**
16 **COMMON LAW RETALIATORY EVICTION**

17 149. Plaintiff realleges paragraphs 30 through 51 in this fifth cause of action for common
18 law retaliatory eviction.
19

20 150. Plaintiff realleges paragraphs 57 thru 62 in this fifth cause of action for common
21 law retaliatory eviction.

22 151. Plaintiff realleges paragraphs 69 thru 78 in this fifth cause of action for common
23 law retaliatory eviction.
24

25 152. Plaintiff realleges paragraphs 85 thru 144 in this fifth cause of action for common
26 law retaliatory eviction

27 153. Under California Law unlawful detainers are summary proceedings and as such must
28 be strictly complied with.

1 154. All rents as demanded in the five day notice to pay rent or quit dated April 12, 2006. No
2 judgment could have taken place as rents accepted and collected put a collateral
3 estoppel on an eviction or Judgment.
4

5 155. On Dec. 19, 2007, the Defendants obtained a Judgment pursuant to the Unlawful
6 Detainer , pursuant to Stipulation for Entry of Judgment and order thereon(unauthorized
7 party) received on May 4, 2006 by the Defendants. On January 22, 2008 Bridgewater
8 exercised her legal rights and obtained a vacation of the Judgment of the writ for
9 possession of premises.(see exhibit 9)
10

11 156. The Defendants retaliated on February 18, 2009. The defendants not only retaliated, they
12 misrepresented facts to the court. The defendants deceived Bridgewater ; that she owed
13 past due rent and attorneys fees totally \$2,979.74. Bridgewater relied on this
14 information. Bridgewater entered into an agreement of the Stipulation and Judgment.
15 The defendants obtained the Stipulation of Entry Judgment dated Feb. 18, 2009 in
16 complete retaliation of Bridgewater exercising her legal rights when she obtained a
17 vacated Judgment on Jan. 22, 2008.
18

19 157. Bankson as an expert in unlawful detainer had a copy of the rental ledger proving that
20 All rents were paid and accepted, Bankson knew that the case required an immediate
21 dismissal after Bridgewater received the vacated judgment on January 22, 2008.
22

23 158. The defendants obtained the fraudulent Judgment to illegally get possession of
24 Bridgewater Apartment in complete retaliation over Plaintiff objection.
25

26 159. The defendants actions caused the plaintiff injury and harm and the
27 Plaintiff have damages.
28

160. Plaintiff is entitled to treble damages as all times mentioned the Defendants never had

1 a business license issued by the California Department of Real estate herein mentioned
2 in violation of Business and Professional code section 10131(b) which requires a treble
3 damages pursuant to C.C.P. section 1029.8(a) as the injury and damages were directly
4 and proximate and negligently caused by an unlicensed Property Management Company
5 rendering services in the collection of rents. The conduct defendants and all of them
6 which defendants carried out with a conscious disregard for plaintiff's rights to the
7 possession of the premises as codified under the statutory definition of malice, pursuant
8 to California Civil Code Section 3294 (c). The defendant acted willfully with malice
9 and fore thought in an intentional act to injure plaintiff herein requiring punitive damages
10 against defendants subject to the net worth of said defendants.

11 161. Plaintiff is entitled to an award of treble damages and punitive damages.

12 162. That by reason of the aforesaid, the plaintiff ask for a sum of damages not to
13 exceed FOURTY MILLION (\$40,000,000.00) DOLLARS.
14
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21 **Sixth CAUSE OF ACTION**
22 **FOR TORTIOUS INTERFERENCE OF**
23 **PLAINTIFF'S RIGHT TO QUIET ENJOYMENT**
24 **LEASE HOLD INTEREST IN RENTAL UNIT**

25 163. Plaintiff realleges paragraphs 30 through 51 in this Sixth Cause of Action Tortious
26 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest .

27 164. Plaintiff realleges paragraphs 57 through 62 in this Sixth Cause of Action Tortious
28 Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

165. Plaintiff realleges paragraphs 69 through 78 in this Sixth Cause of Action Tortious Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

166. Plaintiff realleges paragraphs 85 through 144 in this Sixth Cause of Action Tortious Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

167. Plaintiff realleges paragraphs 153 through 158 in this Sixth Cause of Action Tortious Interference with plaintiff's rights to the quiet enjoyment of lease hold interest.

168. Defendants acts of the attorneys and the law firm Shawn Bankson, Jane Creason as attorneys and the law firm Kimball, Tirey & St. John was done on behalf of Defendants Hayes Valley Limited Partnership

169. The defendants tortiously interfered with plaintiff Bridgewater's rights to quiet enjoyment of the use of apartment and her lease hold rights and interests by proceeding on an unlawful detainer in this case when all rents were paid as demanded in the five day notice.

170. The Defendants Hayes Valley Limited Partnership, then authorized, approved, and ratified the illegal acts of evicting plaintiff from her premises commonly known as 427 Page Street, San Francisco, when they knew no rent was due. Each had the express Authority in authorizing the unlawful detainer(see exhibit) to misrepresent to the Court to obtain a Stipulation for Entry of Judgment and Order Thereon on Feb. 19, 2008 when they knew there were no valid grounds for eviction. In receiving this Stipulation of Judgment perpetrated by fraud on the court, the defendants tortiously violated Plaintiff lease hold rights and interest, and violated her quiet enjoyment of the use of her apartment.

171. The Defendants acts herein were the direct and proximate cause why Bridgewater

1 was evicted from the rental and rendered homeless.

2 172. Plaintiff have been harmed and injured and have damages.

3 173. The plaintiff tort claim includes all damages caused by this misconduct including
4 moving expenses, loss of use of the premises as well as medical costs incurred as
5 proximate cause by defendant's illegal acts.
6

7 174. The conduct defendants and all of them which defendants carried out with a
8 conscious disregard for plaintiff's rights to the possession of the premises as
9 codified under the statutory definition of malice, pursuant to California Civil Code
10 Section 3294 (c). The defendant acted willfully with malice and fore thought in
11 an intentional act to injure plaintiff herein requiring punitive damages against
12 defendants subject to the net worth of said defendants.
13

14 175. Plaintiff is entitled to an award of damages and punitive damages.
15

16 176. That by reason of the aforesaid, the plaintiff asks for a sum of damages not to
17 exceed FORTY MILLION (\$40,000,000.00) DOLLARS.
18
19
20
21

22 **Seventh CAUSE OF ACTION FOR**
23 **EXTRINIC FRAUD ON THE COURT**

24 177. Plaintiff realleges paragraph 30 thru 51 in this seventh cause of action for extrinsic
25 fraud on the Court.
26

27 178. Plaintiff reallege paragraphs 57 thru 62 in this seventh cause of action for extrinsic
28 fraud on the Court.

- 1 179. Plaintiff realleges paragraphs 69 thru 78 in this seventh cause of action for extrinsic
2 fraud on the Court.
- 3 180. Plaintiff realleges paragraphs 85 thru 144 in this seventh cause of action for
4 extrinsic fraud on the Court.
- 5 181. Plaintiff realigns paragraphs 153 thru 158 in this seventh cause of action for
6 extrinsic fraud on the Court.
- 7 182. Plaintiff realleges paragraphs 169 thru 171 in this seventh cause of action for
8 Extrinsic fraud on the Court
- 9 183. Defendants Shawn Bankson, as a member of defendant law firm Kimball, Tirey &
10 St. John as an attorney are officers of the Court First and has fiduciary relationship
11 with the Court not misrepresent facts to the Court.
- 12 184. According to a recent article written by Creason, date, March 2009, they have
13 performed over 7000 evictions.(see exhibit 12 last ¶).
- 14 185. As unlawful detainer Specialist, Bankson knew after Bridgewater received the
15 vacated Judgment the case required an immediate dismissal.
- 16 186. The Property Manager and Creason knew all rents were paid as demanded in the
17 five day notice to pay rent or quit, as she had a copy of the rental ledger proving
18 that the rent was paid.
- 19 187. On February 19, 2008, the day of trial, at the settlement conference, the
20 Defendants Hayes Valley deceived the Pro tem Judge that
21 Bridgewater owed \$2,979.74 when in fact this amount incurred from the
22 Defendant's obtaining a Stipulation and Entry of Judgment dismissal thereon
23 from an unauthorized party. Bridgewater only owed \$424.74 in Feb. 2008(see
24
25
26
27
28

1 exhibit 3 rental ledger).

2 188. On February 19, 2008, the defendants and their attorney obtained a Stipulation
3 of Judgment based on this Extrinsic fraud on the court and executed this
4 Judgment forcing Bridgewater out of her apartment. The defendants concealed
5 facts from the pro tem Judge that all rents were paid and accepted as demanded
6 in the five day notice to quit.
7

8
9 Additionally, Rules of Professional Conduct states,

10 **Rule 5-200, Trial Conduct**

11 In presenting a matter to a tribunal, a member:

12 (a) Shall employ, for the purpose of maintaining

13 The causes confided to the member such means
14 only as are consistent with truth;

15 (b) Shall not seek to mislead the judge,

16 Judicial officer, or jury by an artifice or
17 false statement of fact or law;
18

19 189. Pursuant to B & P Code Section 6128(a) it is a criminal violation to deceive the court.
20

21 "Every attorney is guilty of a

22 Misdemeanor who either (a) is guilty

23 of any deceit or collusion, or consent

24 to any deceit or collusion, with the

25 intent to deceive the court or any party."
26

27 190. The court did not have the jurisdiction to even entertain a settlement agreement or
28

Stipulated Judgment; as all rents as demanded were accepted and paid in full,

1 which is a collateral estoppel of any other legal proceeding in the case or
2 evictions and the settlement agreement and Judgment are procured by fraud.

3
4 191. The defendant's actions caused plaintiff injury and harm and the plaintiff have
5 damages. The conduct defendants and all of them carried out
6 with a conscious disregard of the Court system, and lying to the Pro tem Judge,
7 is codified under the statutory definition of malice, pursuant to California Civil
8 Code Section 3294 (c). The defendant acted willfully with malice and fore
9 thought in an intentional act to injure plaintiff herein requiring punitive damages
10 against defendants subject to the net worth of said defendants.
11

12 192. Plaintiff is entitled to damages and punitive damages.

13 193. That by reason of the aforesaid, the plaintiff asks for a sum of damages not to
14 exceed FIFTY MILLION (50,000,000.00) DOLLARS.
15

16
17
18 **EIGHTH CAUSE OF ACTION FOR**
19 **INTRINSIC FRAUD**
20

21 194. Plaintiff realleges paragraph 30 thru 51 in this eighth cause of action for intrinsic
22 fraud on the Court.

23 195. Plaintiff realleges paragraphs 57 thru 62 in this eighth cause of action for intrinsic
24 fraud on the Court.

25
26 196. Plaintiff realleges paragraphs 69 thru 78 in this eighth cause of action for intrinsic
27 fraud on the Court.

28 197. Plaintiff realleges paragraphs 85 thru 144 in this eighth cause of action for

1
2 Intrinsic fraud on the Court.

3 198. Plaintiff realleges paragraphs 153 thru 158 in this eighth cause of action for

4 Intrinsic fraud on the Court.

5 199. Plaintiff realleges paragraphs 169 thru 171 in this eighth cause of action for

6 Instrinsic fraud on the Court.

7
8 200. Plaintiff realleges paragraph 184 thur190 in this eighth cause of action for intrinsic
9 fraud on the Court.

10 201. The Defendants are legal professionals and have a duty to be honest with the courts
11 As well a presenting their motions, and legal proceedings to the court.

12 202. The denfants and their attorney owed a Duty of care toward Bridgewater in
13 the case.
14

15 203. On Feb. 19, 2008, the day of the trial, at the settlement conference, Creason
16 deceived Bridgewater and told her that she owed \$2,979.74, when in fact this
17 amount incurred from the defendant stopping Bridgewater section 8 payments by
18 obtaining a fraudulent Judgment Pursuant the Stipulation for Entry of Judgment
19 Dismissal received from an unauthorized party on May 4, 2006. Bridgewater only
20 Owed \$424.74 in February (see exhibit 3 rental ledger)
21
22

23 204. Bridgewater relied on this information given to her by the defendants. Bridgewater
24 was persuaded and influenced into a fraudulent Stipulated Judgment by the
25 defendants. The defendants told Bridgewater that if she did not have the total
26 amount due of \$2,979.74, in which the defendants knew it was impossible for
27 Bridgewater to obtained on her limited income of SSI that she would have to move.
28

1 The defendants knew that Bridgewater had 'move-in-and-out" of Hayes Valley to
2 Oakdale, Ave. and out from Oakdale into Hayes Valley again. During the
3 settlement conference on Feb. 19, 2008, the property Manager for Hayes Valley,
4 Hashenia Rashad and the defendants attorney told Bridgewater that they would
5 give Bridgewater 90 days. Afterward, the defendant attorney told Bridgewater that
6 if she would move within 60 days she would refund Bridgewater total payment of
7 \$1,600.00, when if fact they had no intentions refunding her deposit.
8

9 (see exhibit 16 and 3 rental ledger and accountability of rental deposit).
10

11 Bridgewater agreed to move within 60 days. The dictionary defines *induce as*; "
12 To lead or move, as to a course of action, by influence or persuasion. 2. To bring
13 about or stimulate the occurrence of; cause." The defendants actions caused
14 Bridgewater to enter into a contract Stipulation of Judgment on Feb. 18, 2009.
15

16 205. The Stipulation of Judgment dated February 18, 2009, is Null and Void; as

17 Bridgewater signed the Stipulated Judgment under duress and induced into a
18 contract perpetrated by fraud. All rents as demanded by the defendants of the five
19 day notice to pay rent or quit of \$749.00, dated April 12, 2006 was paid and
20 accepted by the defendants. Further, the unlawful detainer filed by the defendants
21 was an incorrect amount as Bridgewater only owed \$641.00 and was in legal
22 possession of her apartment. The defendants purposely withheld the "amount due"
23 from Bridgewater and the EDC to influence and induce Bridgewater into the
24 Stipulated Judgment on Feb. 18, 2009 procured from fraud.
25

26 206. The defendants actions has caused the plaintiff injury and harm and the Plaintiff
27 have damages. The conduct of the defendants and all of them which defendants
28

1 carried out with a conscious disregard for plaintiff, by inducing the Plaintiff in the
2 fraudulent Stipulation of Judgment on February 19, 2008 against her will, is
3 codified under the statutory definition of malice, pursuant to California Civil
4 Code Section 3294 (c). The defendant acted
5 willfully with malice and fore thought in an intentional act to injure plaintiff herein
6 requiring punitive damages against defendants subject to the net worth of said
7 defendants.
8

9
10 207. Plaintiff is entitled to damages and punitive damages.

11 208. That by reason of the aforesaid, the plaintiff asks for a sum of damages not to
12 exceed EIGHTY MILLION (\$80,000,000.00) DOLLARS.
13
14
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16
17

18 **NINTH CAUSE OF ACTION FOR CONSTRUCTIVE FRAUD**
19

20
21 209. Plaintiff realleges paragraph 30 thru 51 in this ninth cause of action for
22 Constructive Fraud.

23 210. Plaintiff reallege paragraphs 57 thru 62 in this ninth cause of action for
24 Constructive Fraud.

25 211. Plaintiff realleges paragraphs 69 thru 78 in this ninth cause of action for
26 Constructive Fraud.
27

28 212. Plaintiff realleges paragraphs 85 thru 144 in this ninth cause of action for

1 Constructive Fraud.

2 213. Plaintiff realleges paragraphs 153 thru 158 in this ninth cause of action for

3 Constructive Fraud.

4 214. Plaintiff realleges paragraphs 169 thru 171 in this ninth cause of action for

5 Constructive Fraud.

6 215. Plaintiff realleges paragraphs 184 thru 190 in this ninth cause of action for

7 Constructive Fraud.

8 216. Plaintiff realleges paragraphs 201 thru 205 in this ninth cause of action for

9 Constructive Fraud.

10 217. The Defendant acts, omissions and concealments breached their duty as Property

11 Manager Hayes Valley; in which they were never licensed in the collection of rents as

12 required by California Department of Real Estate pursuant to section 10131 Business and

13 Professional Code .

14 218. The defendants through their fraudulent illegal acts, took an unfair advantage of

15 Bridgewater inability to obtain legal counsel.

16 219. The defendants took advantage of Bridgewater mental disability an inability to retain

17 legal counsel and marshal any defense.

18 220. Bridgewater on numerous occasions tried to contact the Attorney's to get and "exact

19 amount due" to remain in the rental unit.

20 221. The defendants purposely concealed information from Bridgewater and would not

21 communicate to the EDC and Bridgewater an amount due.(see exhibit 14)

22 222. The defendant purposely "stopped" communicating with Bridgewater to deprive her of

23 her right to a pre-eviction hearing/grievance hearing; as the requirement for a grievance

1 hearing is to meet with the landlord.(see exhibit 1 last ¶)

2 223. The entire Unlawful Detainer Lawsuit was perpetrated on Fraud and deceit;

3 (a) By the defendants sending incorrect notices to pay rent or quit

4 (b) By the defendants obtaining an unauthorized signature on a pre-eviction

5 Hearing depriving Bridgewater of her due process rights.

6 (c) By the defendants obtaining a fraudulent Stipulated Judgment on Feb. 18, 2009,

7 when the court did not have jurisdiction to even entertain a Stipulated

8 Judgment.

9 224. The defendant's actions cause plaintiff injury and harm and the Plaintiff have damages.

10 The conduct defendants and all of them which defendants carried

11 out with a conscious disregard for plaintiff's in "all of the fraudulent act of the

12 defendants" is codified under the statutory definition of malice, pursuant to California

13 Civil Code Section 3294 (c). The defendant acted willfully with malice and fore thought

14 in an intentional act to injure plaintiff herein requiring punitive damages against

15 defendants subject to the net worth of said defendants.

16 225. Plaintiff is entitled to damages and punitive damages.

17 226. That by reason of the aforesaid, the plaintiff ask for a sum of damages not to exceed

18 FIFTY MILLION (\$50,000,000.00) DOLLARS.

**TENTH CAUSE OF ACTION INTENTIONAL MISREPRESENTATION
AND CONCEALMENT OF KNOWN FACTS**

227. Plaintiff realleges paragraphs 30 through 51 in this tenth Cause of Action for
Intentional Misrepresentation and Concealment of Known Facts.

228. Plaintiff realleges paragraphs 57 through 62 in this tenth Cause of Action for
Intentional Misrepresentation and Concealment of Known Facts.

229. Plaintiff realleges paragraphs 69 through 78 in this tenth Cause of Action for
Intentional Misrepresentation and Concealment of Known Facts.

230. Plaintiff realleges paragraphs 85 through 144 ninth Cause of Action for Intentional
Misrepresentation and Concealment of Known Facts.

231. Plaintiff realleges paragraphs 153 through 158 in this tenth Cause of Action for
Intentional Misrepresentation and Concealment of Known Facts.

232. Plaintiff realleges paragraphs through 169 thru 171 in this ninth Cause of Action for
intentional Misrepresentation and Concealment of Known Facts.

233. Plaintiff realleges paragraphs through 184 thru 190 in this tenth Cause of Action for
intentional Misrepresentation and Concealment of Known Facts.

234. Plaintiff realleges paragraphs through 201 thru 205 in this tenth Cause of Action for
intentional Misrepresentation and Concealment of Known Facts.

235. Plaintiff realleges paragraphs through 217 thru 223 in this tenth Cause of Action for
intentional Misrepresentation and Concealment of Known Facts.

236. Defendants have intentionally misrepresented material facts to the Superior Court of
California under penalty of perjury.

237. The Defendants knew at all times following facts were not true and an unlawful
detainer must be pled under penalty of perjury.

1 238. The defendants had an unauthorized party sign for plaintiff an obtain a Stipulation for
2 Entry of Judgment Dismissal; Order thereon dated, May 3, 2006.

3
4 239. The defendants intentionally misrepresented and concealed of known facts an obtained a
5 judgment of for possession of premises on 12-19-07.

6 240. The defendants had the apartment posted for eviction over the Christmas 2007/New Years
7 2008 period when Bridgewater never knew about any court proceeding initiated
8 by the Defendants; or any "pre-hearing" eviction agreement between the defendants and
9 the unauthorized party dated May 4, 2006.

10
11 241. The Defendants misrepresented material facts on numerous occasions to the Plaintiff
12 herein and the Court as follows:

13 a) That there was outstanding rent due by Bridgewater of \$2,124.74 and an amount
14 of \$450.00 attorneys' fees and 405.00 cost totally an amount of \$2979.74 when
15 in fact Bridgewater did not owe.

16
17 b) Made material misrepresentation and conceal known facts that defendants
18 accepted \$749.00 as demanded in the five day notice to pay rent or quit dated
19 April 12, 2006

20
21 c) Defendants concealed said facts from both plaintiff and also the Court and
22 knowingly obtain an eviction for plaintiff herein apartment.

23 d) Misrepresented that defendants were the prevailing parties in the unlawful
24 detainer lawsuit.

25 e) Misrepresented that they were entitled to cost and attorneys fees.

26 f) Misrepresented that they would refund plaintiff herein security deposit
27 and did so with no intentions to do so.
28

1 g) Misrepresented in said settlement agreement that they would give only a
2 neutral reference when they had no intentions to do so.

3 242. The defendant's actions cause plaintiff injury and harm and the Plaintiff have damages.

4 The conduct of the defendants and all of them which defendants carried out with a
5 conscious disregard for plaintiff's and the court system is codified under the statutory
6 definition of malice, pursuant to California Civil Code Section 3294 (c). The defendant
7 acted willfully with malice and fore thought in an intentional act to injure plaintiff herein
8 requiring punitive damages against defendants subject to the net worth of
9 said defendants.

10 243. Plaintiff is entitled to damages and punitive damages

11 That by reason of the aforesaid, the plaintiff request has a sum of damages not to exceed
12 FIFTY MILLION (\$50,000,000.00) DOLLARS.

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18 **ELEVENTH CAUSE OF ACTION FOR**
19 **DEPRIVATION OF PLAINTIFF DUE PROCESS RIGHTS, PURSUANT, FIFTH &**
20 **FOURTEENTH AMENDMENT, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR**
21 **966.53(c) HUD Regulations & VIOLATION OF PLAINTIFF CIVIL RIGHTS**
22 **PURSUANT**

23 **TO 18 U.S.C. 242**

24 244. Plaintiff realleges paragraphs 30 through 51 in this eleventh Cause of Action

25 For Deprivation of Plaintiff due Process Rights, Pursuant to the Fifth and Fourteenth
26 amendment 42 U.S.C. section 1983 and HUD U.S.C. section 1437, 24 CFR 966.53(c) Hud
27 Regulations and violation of Plaintiff Civil Rights pursuant to 18 U.S.C. 242

28 245. Plaintiff realleges paragraphs 57 through 62 in this eleventh Cause of Action

For Deprivation of Plaintiff due Process Rights, Pursuant to the Fifth and Fourteenth

- 1 amendment 42 U.S.C. section 1983 and HUD U.S.C. section 1437, 24 CFR 966.53(c)
2 HUD Regulations and violation of Plaintiff Civil Rights pursuant to 18 U.S.C. 242
3 246. Plaintiff realleges paragraphs 69 through 78 in this eleventh Cause of Action
4 For Deprivation of Plaintiff due Process Rights, Pursuant the Fifth and Fourteenth
5 amendment 42 U.S.C. section 1983 and HUD U.S.C. section 1437, 24 CFR 966.53(c)
6 HUD Regulations and violation of Plaintiff Civil Rights pursuant to 18 U.S.C. 242
7 247. Plaintiff realleges paragraphs 85 through 144 in this eleventh Cause of Action
8 For Deprivation of Plaintiff due Process Rights, Pursuant to the Fifth and Fourteenth
9 amendment 42 U.S.C. section 1983 and HUD U.S.C. section 1437, 24 CFR 966.53(c)
10 HUD Regulations and violation of Plaintiff Civil Rights pursuant to 18 U.S.C. 242
11 248. Plaintiff realleges paragraphs 153 through 158 in this eleventh Cause of Action
12 For Deprivation of Plaintiff due Process Rights, Pursuant to the Fifth and Fourteenth
13 amendment 42 U.S.C. section 1983 and HUD U.S.C. section 1437, 24 CFR 966.53(c)
14 HUD Regulations and violation of Plaintiff Civil Rights pursuant to 18 U.S.C. 242
15 249. Plaintiff realleges paragraphs 169 through 171 in this eleventh Cause of Action
16 For Deprivation of Plaintiff due Process Rights, Pursuant to the Fifth and Fourteenth
17 amendment 42 U.S.C. section 1983 and HUD U.S.C. section 1437, 24 CFR 966.53(c)
18 HUD Regulations and violation of Plaintiff Civil Rights pursuant to 18 U.S.C. 242
19 250. Plaintiff realleges paragraphs 184 through 190 in this eleventh Cause of Action
20 For Deprivation of Plaintiff due Process Rights, Pursuant to the Fifth and Fourteenth
21 amendment 42 U.S.C. section 1983 and HUD U.S.C. section 1437, 24 CFR 966.53(c)
22 HUD Regulations and violation of Plaintiff Civil Rights pursuant to 18 U.S.C. 242
23 251. Plaintiff realleges paragraphs 201 through 205 in this eleventh Cause of Action
24
25
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1 For Deprivation of Plaintiff due Process Rights, Pursuant to the Fifth and Fourteenth
2 amendment 42 U.S.C. section 1983 and HUD U.S.C. section 1437, 24 CFR 966.53(c)
3 HUD Regulations and violation of Plaintiff Civil Rights pursuant to 18 U.S.C. 242
4

5 252. Plaintiff realleges paragraphs 217 through 223 in this eleventh Cause of Action

6 For Deprivation of Plaintiff due Process Rights, Pursuant to the Fifth and Fourteenth
7 amendment 42 U.S.C. section 1983 and HUD U.S.C. section 1437, 24 CFR 966.53(c)
8 HUD Regulations and violation of Plaintiff Civil Rights pursuant to 18 U.S.C. 242
9

10 253. Plaintiff realleges paragraphs 236 through 241 in this eleventh Cause of Action

11 For Deprivation of Plaintiff due Process Rights, Pursuant to the Fifth and Fourteenth
12 amendment 42 U.S.C. section 1983 and HUD U.S.C. section 1437, 24 CFR 966.53(c)
13 HUD Regulations and violation of Plaintiff Civil Rights pursuant to 18 U.S.C. 242
14

15 254. Bridgewater was coerced into signing a fraudulent Stipulated Judgment in which the court
16 did not have jurisdiction to even entertain as; all rents were paid as demanded in the five
17 day notice. Bridgewater relied on the information given to her by the defendants and did
18 not knowing waive her rights. No Stipulated Judgment could have been entered with the
19 court. As the Stipulated Judgment obtained on Feb. 19, 2008 was perpetrated from fraud,
20 malice, oppression, force, coercion, duress, and bad faith; as Bridgewater had paid all rent
21 as demanded in the five day notice to pay rent or quit.
22

23 255. Despite, Bridgewater receiving a vacated Judgment January 22, 2008, the defendants,
24 took extreme measures to evict Bridgewater by any means necessary. The
25 fraudulent acts & criminal activity by the defendants in receiving the Stipulated Judgment
26 on February 19, 2008 perpetrated from fraud and misrepresentation and concealment of
27 facts, on the day of trial at the settlement conference, clearly includes "expressed
28

Language" that is prohibit by the United States Housing Urban Development as well as the United States Constitution 5th & 14th amendment.

256. Pursuant to Public housing Authority(PHA) lease and grievance procedures, CFR 24 § 9.66.6, a PHA, in this case, Hayes Valley and tenant shall not include in a "new agreement," or "shall be deleted from an existing lease either by amendment thereof or execution:

(a) *Confession of judgment.* Prior consent by the tenant to any lawsuit the landlord may bring against him in connection with the lease and to a judgment in favor of the landlord.

(b) *Distrain for rent or other charges.* Agreement by the tenant that landlord is authorized to take property of the tenant and hold it as a pledge until the tenant performs the obligation which the landlord has determined the tenant has failed to perform.

(c) *Exculpatory clauses.* Agreement by the tenant not to hold the landlord or landlord's agent liable for any acts or omissions whether intentional or negligent on the part of the landlord or the landlord's authorized representatives or agents.

(d) *Waiver of legal notice by tenant prior to actions for eviction or money judgments.* Agreements by the tenant that the landlord may institute suit without any notice to the tenant that the suit has been filed, thus preventing the tenant from defending against the lawsuit.

(e) *Waiver of legal proceedings.* Authorization to the landlord to evict the tenant or hold or sell the tenant's possessions

1 whenever the landlord determines
2 that a breach or default has occurred
3 without notice to the tenant or
4 any determination by a court of the
rights and liabilities of the parties.

5 (f) *Waiver of jury trial.* Authorization
6 of the landlord's lawyer to appear in
7 court for the tenant and waive the
right to a trial by jury.

8 (g) *Waiver of right to appeal judicial*
9 *error in legal proceeding.* Authorization
10 to the landlord's lawyer to waive the
11 right to appeal for judicial error in any
12 suit or to waive the right to file a suit
in equity to prevent the execution of a
judgment.

13 (h) *Tenant chargeable with cost of legal*
14 *actions regardless of outcome.* Provision
15 that the tenant agrees to pay attorney's
16 fees or other legal costs whenever
17 the landlord decides to take action
18 against the tenant even though the
19 court determines that the tenant prevails
20 in the action. Prohibition of this
type of provision does not mean that the
tenant as a party to the lawsuit may not be
obligated to pay attorney's fees or other costs
if he loses the suit.

21
22
23 257. Hayes Valley is a public housing project in which they receive Hud funds, and are
24 obligated to comply with HUD rules and regulations as well as "due process" of tenants
25 rights to a pre-eviction hearing. On Feb. 19, 2008, when the defendants obtained the
26 fraudulent Stipulation of Judgment they violated HUD rules, Federal and State laws, and
27 violated Bridgewater 5th and 14th US Constitution "due process rights, pursuant to HUD
28 U.S.C. section 143, , 24 CFR 966.53(c) HUD regulations and violated her civil rights.

1 258. No Judgment could have been enter with the court as Bridgewater only owed \$424.74 in
2 Feb. 2008, and all rents were paid and accepted by the defendants in the notice to pay
3 rent or quit dated April 12, 2006. The clause in the Stipulation of Judgment dated Feb.
4 18, 2009 clearly states in the sentence that it waives Plaintiff rights to a hearing (see
5 exhibit 15 #5)
6

7 259. The defendants and their attorneys had a duty toward Bridgewater to be honest and not to
8 deceive Bridgewater. Despite Bridgewater pleading with the defendants for her due
9 process rights, they ignored her and wanted her out of the apartment "at all cost." In
10 doing so the defendants knew that Bridgewater was mentally disabled and would not be
11 able to marshal a defense Bridgewater insisted to add # 15 in the Stipulated Judgment
12 dated Feb. 19, 2008. Jane Creason went beyond her professionals duties and
13 concealed known facts and misrepresented to the Pro tem Judge that Bridgewater owed
14 rent and obtain the Judgment on Feb. 19, 2008. .
15

16
17 260. The defendants acts were intentional, willful and criminal.

18 261. Clearly Jane Creason and her law firm label themselves as "experts." A reasonable
19 person would have investigated the facts surrounding the vacation of the Judgment
20 received on Jan. 22, 2008. Any reasonable person would have seen that Bridgewater
21 Was not afforded a pre-hearing eviction, as well as all rents as demanded paid.
22

23 262. Rules of Professional Conduct states,
24
25

26 **Rule 5-200, Trial Conduct**

27 In presenting a matter to a tribunal, a member:

28 (a) Shall employ, for the purpose of maintaining

1 The causes confided to the member such means
2 only as are consistent with truth;
3 (b) Shall not seek to mislead the judge,
4 Judicial officer, or jury by an artifice or
5 false statement of fact or law;
6

7 Pursuant to B & P Code Section 6128(a) it is a criminal violation to deceive the court.

8 "Every attorney is guilty of a
9 Misdemeanor who either (a) is guilty
10 of any deceit or collusion, or consent
11 to any deceit or collusion, with the
12 intent to deceive the court or any party."
13
14
15

16 263. The defendants obtained a Judgment pursuant to an Stipulation of Judgment dismissal;
17 thereon by an unauthorized party on May 4, 2006. The Judge vacated this Judgment
18 received by the defendants. Clearly the defendant's knew that Bridgewater was denied
19 her "due process" rights from the first fraudulent Judgment. The continued bad faith ,
20 malice and fraudulent conduct only continued.
21

22 264. On Feb. 19, 2008, the defendant evicted Bridgewater a second time, based a fraudulent
23 Stipulation of Judgment only to get possession of Bridgewater's.
24

25 263. Bridgewater was denied her federally protected rights not once, but twice. Knowing that
26 Bridgewater did not have any legal representation and that Bridgewater was mentally
27 disabled the defendants WILLFULLY committed extrinsic fraud to deprive Plaintiff of
28 her 5th and 14th US Constitutional "due process" rights pursuant to HUD U.S.C. section

1 1437, 24 CFR 966.53(c) HUD Regulations which violated Plaintiff civil
2 rights.

3
4 264. Plaintiff have been harmed and injured and have damages. The conduct defendants and
5 all of them which defendants carried out with a conscious disregard for plaintiff's "due
6 process and constitutional rights" of which is codified under the statutory definition of
7 malice, pursuant to California Civil Code Section 3294 (c). The defendant acted
8 willfully with malice and fore thought in an intentional act to injure plaintiff herein
9 requiring punitive damages against defendants subject to the net worth of
10 said defendants.
11

12 265. Plaintiff is entitled to an award of damages and punitive damages.

13 266. That by reason of the aforesaid, the plaintiff asks for a sum of damages not to exceed
14 One Hundred MILLION (\$100,000,000.00) DOLLARS,
15

16
17
18 **TWELVTH CAUSE OF ACTION FOR**
19 **CONSPIRACY of DEPRIVATION OF PLAINTIFF DUE PROCESS RIGHTS,**
20 **PURSUANT, FIFTH & FOURTEENTH AMENDMENT, 42 U.S.C. § 1983 & HUD 42**
21 **U.S.C. § 1437, 24 CFR 966.53(c) HUD Regulations & VIOLATION OF PLAINTIFF**
22 **CIVIL RIGHTS PURSUANT TO 18 U.S.C. 241**

23 267. Plaintiff realleges paragraphs 30 through 51 in this 12th Cause of Action For Conspiracy
24 to Deprive Plaintiff of "due process" rights pursuant Fifth and Fourteenth
25 Amendment, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) HUD
26 Regulations. & VIOLATION OF PLAINTIFF CIVIL RIGHTS PURSUANT TO
27 18 U.S.C. § 241.

28 268. Plaintiff realleges paragraphs 57 through 62 in this 12th Cause of Action For

1 Conspiracy to Deprive Plaintiff of "due process" rights pursuant Fifth and Fourteenth
2 Amendment, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) HUD
3 Regulations & VIOLATION OF PLAINTIFF CIVIL RIGHTS PURSUANT TO
4 18 U.S.C. § 241
5

6
7 269. Plaintiff realleges paragraphs 69 through 78 in this 12th Cause of Action For
8 Conspiracy to Deprive Plaintiff of "due process" rights pursuant Fifth and Fourteenth
9 Amendment, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) HUD
10 Regulations & VIOLATION OF PLAINTIFF CIVIL RIGHTS PURSUANT TO
11 18 U.S.C. § 241
12

13 270. Plaintiff realleges paragraphs 85 through 144 in this 12th Cause of Action For
14 Conspiracy to Deprive Plaintiff of "due process" rights pursuant Fifth and Fourteenth
15 Amendment, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) HUD
16 Regulations & VIOLATION OF PLAINTIFF CIVIL RIGHTS PURSUANT TO 18
17 U.S.C. § 241
18

19 271. Plaintiff realleges paragraphs 153 through 158 in this 12th Cause of Action For
20 Conspiracy to Deprive Plaintiff of "due process" rights pursuant Fifth and Fourteenth
21 Amendment, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) HUD
22 Regulations & VIOLATION OF PLAINTIFF CIVIL RIGHTS PURSUANT TO
23 18 U.S.C. § 241
24

25 272. Plaintiff realleges paragraphs 169 through 171 in this 12th Cause of Action For
26 Conspiracy to Deprive Plaintiff of "due process" rights pursuant Fifth and Fourteenth
27 Amendment, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) HUD
28 Regulations & VIOLATION OF PLAINTIFF CIVIL RIGHTS PURSUANT

1
2 TO 18 U.S.C. § 241

3 273. Plaintiff realleges paragraphs 184 through 190 in this 12th Cause of Action For
4 Conspiracy to Deprive Plaintiff of "due process" rights pursuant Fifth and Fourteenth
5 Amendment, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) HUD
6 Regulations & VIOLATION OF PLAINTIFF CIVIL RIGHTS PURSUANT
7 TO 18 U.S.C. § 241
8

9 274. Plaintiff realleges paragraphs 201 through 205 in this 12th Cause of Action For
10 Conspiracy to Deprive Plaintiff of "due process" rights pursuant Fifth and Fourteenth
11 Amendment, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) HUD
12 Regulations & VIOLATION OF PLAINTIFF CIVIL RIGHTS PURSUANT TO
13 18 U.S.C. § 241
14

15 275. Plaintiff realleges paragraphs 217 through 223 in this 12th Cause of Action For
16 Conspiracy to Deprive Plaintiff of "due process" rights pursuant Fifth and Fourteenth
17 Amendment, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) HUD
18 Regulations & VIOLATION OF PLAINTIFF CIVIL RIGHTS PURSUANT TO
19 18 U.S.C. § 241.
20

21 276. Plaintiff realleges paragraphs 236 through 241 in this 12th Cause of Action For
22 Conspiracy to Deprive Plaintiff of "due process" rights pursuant Fifth and Fourteenth
23 Amendment, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) HUD
24 Regulations & VIOLATION OF PLAINTIFF CIVIL RIGHTS PURSUANT
25 TO 18 U.S.C. § 241.
26

27
28 277. Plaintiff realigns paragraphs 254 through 263 in this 12th Cause of Action For

1 Conspiracy to Deprive Plaintiff of "due process" rights pursuant Fifth and Fourteenth
2 Amendment, 42 U.S.C. § 1983 & HUD 42 U.S.C. § 1437, 24 CFR 966.53(c) HUD
3 Regulations & VIOLATION OF PLAINTIFF CIVIL RIGHTS PURSUANT
4 TO 18 U.S.C. § 241.
5

6
7 278. According to Creason article dated, March 2009, she states quote."

8 "For over 100 years, California's Constitution has granted defendants in most lawsuits
9 The right to a jury trial. The California Constitution states in part, "Trial by jury is
10 an inviolate right and shall be secured to all.... This right extends to both residential
11 and commercial subject to an unlawful detainer(eviction). Can this right be waived
12 in their tenant's lease or other document? Recent law has clarified that a right to
13 a jury trial cannot be waived before the lawsuit is filed." (see exhibit 12 paragraph
14 1) According to Creason's article, a right to a jury trial shall be secured to all
15 except "Bridgewater."
16

17 279. Creason knew exactly what she was doing when had obtained the Stipulation of Feb. 19,
18 2008. Jane Creason went beyond her performance of professional duties by obtaining a
19 Judgment of Stipulation by fraud and coercion.
20

21 280. As unlawful detainer litigation Specialist, Jane Creason is an "expert" in unlawful
22 litigations.
23

24 281. Yet On February 19, 2008, Jane Creason and Hasinah Rahim, Property Manager for
25 Hayes Valley aided and abetted each other and willfully obtained a illegal and
26 fraudulent Stipulation to deprive Bridgewater of her due process rights. For the property
27 manager knew if Bridgewater would have been afforded a "pre-eviction hearing"
28 Bridgewater would have been allowed to maintain her residency at Hayes Valley, in