

ADR ECI

## CIVIL COVER SHEET

JS 44 (Rev. 12/07) (CAND Rev 1/10)

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

## I. (a) PLAINTIFFS

SHIRAN Bridgewater

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

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

12070 W. Outer Dr.  
Detroit, MI 48223

## DEFENDANTS

Kirkell, Tiney  
Shawn Benson, Thane CleasonCounty of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

Live in Cal.

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

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

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

- (For Diversity Cases Only)
- Citizen of This State ☒ 1 PTF ☐ 1 DEF
- Citizen of Another State ☐ 2 ☐ 2
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6
- Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4
- Incorporated and Principal Place of Business in Another State ☐ 5 ☐ 5

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 430 Bankruptcy	<input type="checkbox"/> 420 Bank and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 440 Commerce	<input type="checkbox"/> 430 Bankruptcy
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 450 Deportation	<input type="checkbox"/> 460 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 460 Copyrights	<input type="checkbox"/> 470 Consumer Credit
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 470 Patent	<input type="checkbox"/> 480 Cable/Sat TV
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 480 Trademark	<input type="checkbox"/> 490 Selective Service
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 490 Securities/Commodities/Exchange	<input type="checkbox"/> 500 Customer Challenge 12 USC 3410
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 510 HIA (1395m)	<input type="checkbox"/> 510 Other Statutory Actions
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 520 Black Lung (923)	<input type="checkbox"/> 520 Agricultural Acts
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 530 DIWC/DIWW (405(g))	<input type="checkbox"/> 530 Economic Stabilization Act
	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 540 SSID Title XVI	<input type="checkbox"/> 540 Environmental Matters
		<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 550 RSI (405(g))	<input type="checkbox"/> 550 Energy Allocation Act
				<input type="checkbox"/> 560 Freedom of Information Act
				<input type="checkbox"/> 570 Taxes (U.S. Plaintiff or Defendant)
				<input type="checkbox"/> 580 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 590 Appeal of Fee Determination Under Equal Access to Justice
				<input type="checkbox"/> 600 Constitutionality of State Statutes

## V. ORIGIN (Place an "X" in One Box Only)

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

## VI. CAUSE OF ACTION

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

42 U.S.C. 1983 - Civil rights

Brief description of cause:

Fraud

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

For Judge to decide

CHECK YES only if demanded in complaint.  
JURY DEMAND: ☐ YES ☒ NO

## VIII. RELATED CASE(S) IF ANY

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

## IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AND "X" IN ONE BOX ONLY)

☒ SAN FRANCISCO/OAKLAND☐ SAN JOSE☐ EUREKA

DATE

2/18/2010

SIGNATURE OF ATTORNEY OF RECORD

ADRMOP, E-Filing, ProSe, RELATE

**U.S. District Court  
California Northern District (Oakland)  
CIVIL DOCKET FOR CASE #: 4:10-cv-00704-SBA**

Bridgewater v. Bankson et al  
Assigned to: Hon. Sandra Brown Armstrong  
Relate Case Case: 4:09-cv-03639-SBA  
Cause: 42:1983 Civil Rights Act

Date Filed: 02/18/2010  
Jury Demand: None  
Nature of Suit: 370 Fraud or Truth-  
In-Lending  
Jurisdiction: Diversity

**Plaintiff****Sharon Bridgewater**

represented by **Sharon Bridgewater**  
12070 W. Outer Drive  
Detroit, MI 48223  
PRO SE

V.

**Defendant****Shawn Bankson****Defendant****Jane Creason****Defendant****Kimball Tirey & St. John, LLP**

Date Filed	#	Docket Text
02/18/2010		CASE DESIGNATED for Electronic Filing. (ys, COURT STAFF) (Filed on 2/18/2010) (Entered: 02/22/2010)
02/18/2010	<u>1</u>	MOTION seeking leave to file complaint for civil conspiracy pursuant to ss1714.10 of civil code against attorneys, Jane Creason and the Law Firm of Kimball, Tirey & St. John L.L.P. filed by Sharon Bridgewater. (IFPP, No process) (Attachments: # <u>1</u> Exh. 1, # <u>2</u> Exh. 2, # <u>3</u> Exh. 3, # <u>4</u> Exh. 4, # <u>5</u> Exh. 5)(ys, COURT STAFF) (Filed on 2/18/2010) (Additional attachment(s) added on 2/22/2010: # <u>6</u> Exh. 1, # <u>7</u> Exh. 2, # <u>8</u> Exh. 3, # <u>9</u> Exh. 4, # <u>10</u> Exh. 5, # <u>11</u> Exh. 6, # <u>12</u> Exh. 7, # <u>13</u> Exh. 8, # <u>14</u> Exh. 9, # <u>15</u> Exh. 10) (ys, COURT STAFF). (Additional attachment(s) added on 2/22/2010: # <u>16</u> Civil Cover Sheet) (ys, COURT STAFF). (Entered: 02/22/2010)
02/18/2010	<u>2</u>	MOTION for Leave to Proceed in forma pauperis filed by Sharon Bridgewater. (ys, COURT STAFF) (Filed on 2/18/2010) (Entered: 02/22/2010)

02/18/2010	<u>3</u>	ADR SCHEDULING ORDER: Case Management Statement due by 5/28/2010. Case Management Conference set for 6/4/2010 02:30 PM. (Attachments: # <u>1</u> standing orders and cmc order)(ys, COURT STAFF) (Filed on 2/18/2010) (Entered: 02/22/2010)
02/23/2010	<u>4</u>	*NOTICE of Intent to file First Amended Complaint by Sharon Bridgewater. (ys, COURT STAFF) (Filed on 2/23/2010) (Entered: 02/23/2010)
02/26/2010	<u>5</u>	ORDER DISMISSING PLAINTIFF'S COMPLAINT WITH LEAVE TO AMEND AND DEFERRING RULING ON PLAINTIFF'S APPLICATION TO PROCEED IN FORMA PAUPERIS <u>1</u> . Amended Complaint is due 3/19/10. (SI, COURT STAFF) (Filed on 2/26/2010) (Additional attachment(s) added on 3/2/2010: # <u>1</u> cs) (ys, COURT STAFF). (Entered: 02/26/2010)
03/04/2010	<u>6</u>	* MOTION to Consolidate Cases wiht defendants and reassign to Judge Armstrong's Case C10-00703-SBA filed by Sharon Bridgewater. (Attachments: # <u>1</u> proposed order)(ys, COURT STAFF) (Filed on 3/4/2010) (Entered: 03/05/2010)
03/04/2010	<u>7</u>	* MOTION to Appoint Counsel filed by Sharon Bridgewater. (ys, COURT STAFF) (Filed on 3/4/2010) (Entered: 03/05/2010)
03/04/2010	<u>8</u>	* MOTION seeking Leave to File Complaint for Civil Conspiracy pursuant to ss1714.10 of Civil Code against Attorneys, Jane Creason and the Law Firm of Kimball, Tirey & St. John L.L.P. filed by Sharon Bridgewater. (Attachments: # <u>1</u> Exh.1, # <u>2</u> Exh. 2, # <u>3</u> Exh. 3, # <u>4</u> Exh. 4, # <u>5</u> Exh. 5, # <u>6</u> Exh. 6, # <u>7</u> Exh. 7, # <u>8</u> Exh. 8, # <u>9</u> Exh.9, # <u>10</u> Exh. 10, # <u>11</u> Exh. 11, # <u>12</u> Exh. 12)(ys, COURT STAFF) (Filed on 3/4/2010) (Additional attachment(s) added on 3/5/2010: # <u>13</u> proposed order) (ys, COURT STAFF). (Entered: 03/05/2010)
03/04/2010	<u>9</u>	*Ex Parte Application for Temporary Restraining Order with appointment of receiver and order to show cause why receiver should not be confirmed filed by Sharon Bridgewater. (Attachments: # <u>1</u> Exhibits, # <u>2</u> Memorandum, # <u>3</u> proposed order)(ys, COURT STAFF) (Filed on 3/4/2010) (Entered: 03/05/2010)
03/08/2010	<u>10</u>	*NOTICE - FILED IN ERROR (First Amended Complaint was filed in error please disregard) by Sharon Bridgewater. (ys, COURT STAFF) (Filed on 3/8/2010) (Entered: 03/09/2010)
03/16/2010	<u>11</u>	* MOTION to Withdraw First Amended Complaint - Filed in Error filed by Sharon Bridgewater. (Attachments: # <u>1</u> proposed order)(ys, COURT STAFF) (Filed on 3/16/2010) (Entered: 03/17/2010)
03/16/2010	<u>12</u>	*Ex Parte Application/ MOTION for Temporary Restraining Order with Appointment of Receiver and Order to Show Cause Why a Receiver should not be Confirmed filed by Sharon Bridgewater (Amended). (ys, COURT STAFF) (Filed on 3/16/2010) (Entered: 03/17/2010)
03/16/2010	<u>13</u>	*MEMORANDUM in Support of plaintiff's Appointment of Receiver filed by Sharon Bridgewater (Amended). (ys, COURT STAFF) (Filed on 3/16/2010) (Entered: 03/17/2010)
03/16/2010	<u>14</u>	* MOTION seeking Leave to File complaint for civil conspiracy pursuant to ss1714.10 of Civil code against Attorneys, Jane Creason and the Law Firm of

		Kimball, Tirey & St. Johe L.L.P. filed by Sharon Bridgewater. (ys, COURT STAFF) (Filed on 3/16/2010) (Additional attachment(s) added on 3/17/2010: # <u>1</u> exh 1) (ys, COURT STAFF). (Additional attachment(s) added on 3/17/2010: # <u>2</u> exh 2, # <u>3</u> exh 3, # <u>4</u> exh 4, # <u>5</u> exh 5, # <u>6</u> exh 6, # <u>7</u> exh 7, # <u>8</u> exh 8, # <u>9</u> exh 9, # <u>10</u> exh 10, # <u>11</u> exh 11, # <u>12</u> exh 12, # <u>13</u> exh 13, # <u>14</u> exh 14, # <u>15</u> exh 15) (ys, COURT STAFF). (Entered: 03/17/2010)
04/01/2010	<u>15</u>	ORDER RELATING CASES: C-09-3639-SBA; C-09-5663-SBA; C-10-703-SBA; C-10-704-SBA. Signed by Judge Sandra Brown Armstrong, on 3/30/10. (lrc, COURT STAFF) (Filed on 4/1/2010) Modified on 4/1/2010 (jlm, COURT STAFF). (Entered: 04/01/2010)
04/01/2010		Case Reassigned to Judge Hon. Sandra Brown Armstrong. Judge Hon. Susan Illston no longer assigned to the case. (jlm, COURT STAFF) (Filed on 4/1/2010) (Entered: 04/01/2010)
04/01/2010		***Deadlines terminated, per <u>15</u> Order Relating Case. (jlm, COURT STAFF) (Filed on 4/1/2010) (Entered: 04/02/2010)
04/07/2010	<u>16</u>	MOTION for Leave to File Amended Complaint, filed by Sharon Bridgewater. (Attachments: # <u>1</u> Proposed Order, # <u>2</u> Amended Complaint, # <u>3</u> Exhibits 1-14 to Amended Complaint)(jlm, COURT STAFF) (Filed on 4/7/2010) (Entered: 04/12/2010)
04/23/2010	<u>17</u>	NOTICE OF ERRATA, filed by Sharon Bridgewater. (jlm, COURT STAFF) (Filed on 4/23/2010) (Entered: 04/23/2010)
04/23/2010	<u>18</u>	MOTION for Leave to Amend Complaint filed by Sharon Bridgewater, Sharon Bridgewater. (Attachments: # <u>1</u> Proposed Order)(jlm, COURT STAFF) (Filed on 4/23/2010) (Entered: 04/23/2010)
05/07/2010	<u>19</u>	MOTION for Leave to File Amended Complaint, filed by Sharon Bridgewater. (jlm, COURT STAFF) (Filed on 5/7/2010) (Entered: 05/07/2010)
05/07/2010	<u>20</u>	Amended MOTION for Leave to File Complaint for Civil Conspiracy filed by Sharon Bridgewater. (Attachments: # <u>1</u> Exhibits 1-17)(jlm, COURT STAFF) (Filed on 5/7/2010) Modified on 5/11/2010 (jlm, COURT STAFF). (Entered: 05/07/2010)
05/14/2010	<u>21</u>	MOTION for Leave to File Amended Complaint filed by Sharon Bridgewater. (kc, COURT STAFF) (Filed on 5/14/2010) (Entered: 05/17/2010)
06/02/2010	<u>22</u>	ORDER by Judge Sandra Brown Armstrong DENYING WITH PREJUDICE (2) Motion for Leave to Proceed in forma pauperis in case 4:10-cv-00703-SBA; DENYING WITH PREJUDICE (2) Motion for Leave to Proceed in forma pauperis in case 4:10-cv-00704-SBA. Plaintiff shall pay the filing fee within (20) twenty-days of this Order. (lrc, COURT STAFF) (Filed on 6/2/2010) Modified on 6/3/2010 (jlm, COURT STAFF). (Entered: 06/02/2010)
06/04/2010	<u>23</u>	Ex Parte MOTION for Temporary Restraining Order with Appointment of Receiver; MOTION for Order to Show Cause why Receiver Should Not be Confirmed (Amended) filed by Sharon Bridgewater. (jlm, COURT STAFF) (Filed on 6/4/2010) (Entered: 06/09/2010)

E-filing

Sharon Bridgewater  
12070 W. Outer Drive  
Detroit, MI 48223

In Pro Per

UNITED STATES DISTRICT COURT FOR  
NORTHERN DISTRICT OF CALIFORNIA

FILED

FEB 18 2010

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

APP  
(4) NP

ADR

Sharon Bridgewater,

Plaintiff,

vs.

SHANN BARKSON  
Jane Creason, Kimball, Tirey &  
St. John, LLP,

Defendants.

CASE No. CV-

C10-00704s,

MOTION SEEKING LEAVE TO FILE  
COMPLAINT FOR CIVIL CONSPIRACY  
PURSUANT TO § 1714.10 OF CIVIL CODE  
AGAINST ATTORNEYS, JANE CREASON  
AND THE LAW FIRM OF KIMBALL,  
TIREY & ST. JOHN L.L.P.

Plaintiff herein Sharon Bridgewater, hereby moves this Court for an Order permitting the filing of the attached complaint as Exhibit 1, pursuant to § 1714.10 of the California Civil Code.

This Motion is based upon the attached verified complaint in this case as well as the unlawful detainer brought in the San Fransico Superior Court limited jurisdiction court case no. CUD -06-617995 as well as the "Stipulation for Entry of Judgment and Order Thereon and ¶ 15 of that agreement in which the plaintiffs in the unlawful detainer agreed to further claims in a law suit out of that matter, see Exhibit 2.

This motion is based all the pleadings in the underlining Unlawful Detainer as well as the declaration of Plaintiff herein Sharon Bridgewater and the points and authorities in support.

Dated: Feb. 16, 2010

Sharon Bridgewater

**This case stems from an unlawful detainer brought by Hayes Valley Limited Partnership, for the premises commonly known as 427 Page Street, San Francisco, California.**

Attorney Shawn Bankson signed the complaint under penalty of perjury that all the information was true and correct, see Exhibit 3.

Additionally, the problems created by not having a duly licensed real estate broker required by the B & P Code Section 10131 (b) are that defendants herein Hayes Valley Limited Partnership accepted all the money demanded by the Notice to Pay Rent or Quit" and still proceeded with the unlawful detainer.

When the case came on for trial on Feb. 19, 2008 said attorneys Kimball, Tirey & St. John, LLP and attorney from that firm Jane Creason concealed facts from the court that Plaintiff was in legal, lawful possession of the premises.

1 Further the Plaintiff received a vacated Judgment for possession of the premises the  
2 defendants obtained after they had accepted over and beyond what was demanded in the  
3 unlawful detainer lawsuit filed and had credit balances on her rental ledger after they had  
4 accepted all rents as demanded.; the case required an immediate dismissal.  
5

6  
7 It is plaintiff herein contention, that the duty of an attorneys under Section 128.7 (b) et  
8 seq. C.C.P. requires that before an attorney can proceed and make representations to a Court  
9 requires an Attorney can do so only "after an inquiry under the circumstances" and as such here  
10 the records of the defendant Hayes Valley Limited Partnership shows that plaintiff's rent was  
11 current and that defendant Hayes Valley Limited Partnership had at all times relevant accepted  
12 payments rendering the unlawful detainer void as no proper "Notice to Pay Rent or Quit" was in  
13 effect and thusly there was no jurisdiction by the Court to even proceed with an unlawful  
14 detainer. (see exhibit 4) (two notices issued)  
15  
16

17 Defendants attorneys Kimball, Tirey & St. John, LLP and attorneys from that firm  
18 Shawn Bankson, and Jane Creason had not only a duty toward plaintiff herein not to deceive but  
19 also the Court pursuant to B& P Code Section 6128 (a) which is actually a criminal violation of  
20 California Law to do so.  
21

22  
23 "Every attorney is guilty of a misdemeanor who either:  
24 (a) Is guilty of any deceit or collusion, or consents to any  
25 deceit or collusion, with intent to deceive the court or any party."  
26  
27  
28

1  
2 Additionally, this duty of attorneys also is stated under Rule 5-200 of the Rules of  
3 Professional Conduct as follows:

4 **Rule 5-200. Trial Conduct**

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

6 (A) Shall employ, for the purpose of maintaining  
7 the causes confided to the member such means  
8 only as are consistent with truth;

9 (B) Shall not seek to mislead the judge, judicial officer,  
or jury by an artifice or false statement of fact or law;

10  
11 Defendant Attorneys in this case never made any reasonable inquiry to the facts  
12 regarding the payment of rent on the unit in question and which was required not only by CCP  
13 section 128.7 (b) (1) – (4) but by also misrepresentation to this Court of the true facts of the case.

14 Additionally, these same attorneys as officers of the Court had an ethical and legal duty  
15 to obtain all the relevant information regarding that defendant Hayes Valley Limited Partnership  
16 accepted rental payments and could not proceed in obtaining possession of the rental unit  
17 commonly known as 427 Page Street, San Francisco, California.

18 Moreover, as this is the essential element necessary at trial of the unlawful detainer  
19 these attorneys were required to have both the documents and the witnesses ready to testify on  
20 these very facts. This shows a total disregard for the truth of the matter regarding payment of rent  
21 and the bad faith tactics of the defendant attorneys.

22 Unlawful detainers are summary proceedings and as such require strict compliance  
23 with the law, to permit these defendant attorneys in this case to conspire with his clients to evict  
24 a defendant in an unlawful detainer when the attorneys signed on behalf of the property owner  
25 that all facts of the case for unlawful detainer are true and correct under penalty of perjury.



1 Moreover, at the settlement conference these attorneys in the unlawful detainer  
2 obtained and discussed with defendant Hayes Valley Limited Partnership and received  
3 authorization to proceed on an eviction and that by doing so defendants attorneys aided and  
4 abetted Hayes Valley Limited Partnership in proceeding with the eviction in this case.  
5

6 Clearly if the defendant attorneys and their law firm had informed the court that their  
7 client had collected rent, and that the Plaintiff was in legal, lawful possession of the rental unit  
8 no eviction could have gone forward.  
9


10 This concealment by defendant attorneys and their law firm states a conspiracy to  
11 proceed in this Court as stated in the attached verified complaint as this conduct is beyond  
12 outrageous and raises substantial issues of willful concealment of undisputed facts which clearly  
13 shows and proves that plaintiff herein will prevail on her causes of actions as once a landlord  
14 accepts payment of any money on the "Notice to Pay Rent or Quit" the process has to start all  
15 over again. (see exhibit 5)  
16

17 Moreover, here defendants in this case accepted full payment for all rents demanded  
18 and still proceed on the unlawful detainer. This is clearly a conspiracy between the attorneys and  
19 their clients as acceptance of rental payment during the pendency of the unlawful detainer the  
20 principles of collateral estoppel applies.  
21

22 Furthermore, defendants have stipulated to permitting plaintiff herein to bring this  
23 cause action as at all times plaintiff herein put the attorneys herein on notice that plaintiff  
24 Bridgewater had paid the rental payments and that Hayes Valley Limited Partnership had  
25 accepted the payments, see ¶ 15 of settlement agreement see Exhibit 7.  
26  
27  
28

1 Defendant attorneys herein knew at all times that Hayes Valley Limited Partnership  
2 had accepted rental payments after service of the five day notice to pay rent or quit as this  
3 essential element for a cause of action which would be required for the Trier of fact.  
4  
5 Clearly, defendants as attorneys had in their possession the rental history of the unit at 427 Page  
6 Street San Francisco, California as it the necessary element required by statute to even bring an  
7 unlawful detainer and defendant attorneys willfully concealed said information from both  
8 plaintiff and the court and done at the request of defendant Hayes Valley Limited Partnership  
9 and by their "express authority" see ¶ 14 of Exhibit 2.  
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DATED:  
Feb 16, 2010



SHARON Budgute

**DECLARATION IN SUPPORT**

I declare as follows:

1. That I am the plaintiff herein and if called to testify I can do so based upon first hand personal knowledge.

2. That I informed the attorneys for the law firm Kimball, Tirey & St. John, LLP that I had made rental payments after the "Five Day Notice to Pay Rent or Quit" at the time of the Settlement Conference on Feb. 19, 2008.

3. That the attorneys in question refused to acknowledge it and still insisted in evicting me from my rental unit.

4. That I insisted that they add ¶ 15 in the settlement agreement which they did which proves for and permits me to bring this cause of action as I have obtained a copy of the rental history of the rental unit 427 Page Street which shows that defendant Hayes Valley Limited Partnership had at all times accepted rental payments after issuance of the five day notice.

5. That no cause of action for unlawful detainer in this case could have gone forward as Hayes Valley Limited Partnership accepted rent payments after issuance of the five day Notice to pay rent or quit.

6. That the only basis for the jurisdiction of the unlawful detainer was premised upon the Five day notice or pay rent or quit and when the Hayes Valley Limited Partnership accepted payment of the rent on the unit no further proceedings could have been brought for possession of the rental unit at 427 Page Street, San Francisco, California.

7. That the attorneys listed in this motion pursuant to section 1161 of the Civil Code new at all times relevant that defendant Hayes Valley Limited Partnership accepted payments as attorneys of record needed a rental history of payments on the unit number 427 Page Street, San

1 Francisco to prove to the Trier of facts as it was and is the necessary element to bring an  
2 unlawful detainer.

3 8. That defendants concealed that from both me and the Court at the settlement hearing.

4 9. That defendant attorneys conspired with their clients to wrongful evict me from my  
5 rental unit as all rents demanded in the five day notice were paid and accepted by Hayes Valley  
6 Limited Partnership at the time of the eviction and forcing me to vacate the apartment.  
7

8 10. That Exhibits 1-5 are true and correct copies of the originals and submitted  
9 herewith.

10 I declare under penalty of perjury that all of the foregoing is true and correct under the  
11 laws of the State of California

12 Dated: Feb. 16 2010

13 At San Francisco, California



14 Sharon Bridgewater

**POINTS AND AUTHORITIES**

**I**

**DEFENDANTS' ATTORNEYS OF RECORD  
IN THE UNLAWFUL DETAINER CONCEALED  
THE RECORD THAT HAYES VALLEY LIMITED  
PARTNERSHIP HAD AT ALL TIMES ACCEPTED  
RENT PAYMENTS FROM SHARON BRIDGEWATER  
AFTER THE SERVICE OF THE FIVE DAY NOTICE  
TO PAY RENT OR QUIT WHICH WOULD PREVENT  
ANY AND ALL EVICTIONS FROM PROCEEDING  
ON THE UNLAWFUL DETAINER.**

In this case the law firm of Kimball, Tirey & St. John, LLP and attorney from that firm Jane Creason willfully concealed and did so under an agreement with the their clients Hayes Valley Limited Partnership to do so as plead in the settlement agreement with plaintiff herein to vacate her apartment, see Exhibit 2.

It is absolute that a complaint for unlawful detainer for non-payment of rent requires the service of a "proper" notice to pay rent or quit.

However, in this case at the time of the trial date there was no "proper" pay rent or quit notice as Hayes Valley Limited Partnership had accepted all the payments for rents listed in the said notice.

Additionally, as said records were absolutely necessary to prove Hayes Valley Limited Partnerships cause of action for unlawful detainer at a trial. Defendant Attorneys at all times knew that the rent was paid and still at the request of Hayes Valley Limited Partnership still proceed with an unlawful detainer and forced plaintiff herein to settle based upon the concealment of said undisputed facts.

1           These acts show a conspiracy between both legal counsel and their clients to  
2 knowingly proceed on unlawful detainer when it was prohibited by operation of law.

3           In this case clearly a civil wrong has been committed against plaintiff herein by  
4 attorneys in question herein as clearly when your client requests an attorney to violate the laws of  
5 evidence and misrepresent the facts to a court requires the issuance of authorization to bring this  
6 law suit against defendants Kimball, Tirey & St. John, LLP and the attorney Jane Creason.

7           The acts complained of herein as stated in the verified complaint of plaintiff and  
8 attached hereto as Exhibit 1 clearly shows and makes a prima Facia showing that plaintiff will  
9 prevail in this cause of action against the defendant attorneys and the law firm, as it is axiomatic  
10 that you cannot proceed on an unlawful detainer for non payment of rent when all the demands  
11 of the "Notice to Pay Rent or Quit" were met and accepted by parties to the unlawful detainer.  
12 As the Court of appeal stated in *Burtscher v. Burtscher*, 26 Cal. App. 4th 720 (1994) held as  
13 follows:  
14  
15  
16

17                   "We can perceive of situations where it may be difficult  
18 to distinguish between when a lawyer is representing a  
19 client and when he or she is an integral part of a conspiracy  
20 to defraud a third person, but that is not our case. In our case,  
21 attorney Hobbs resorted to self-help (with a little help from her  
22 cousin) in going onto the property and unilaterally retaking  
23 possession in circumstances where a lawyer would be serving  
24 a notice to quit, filing an unlawful detainer action and getting  
25 a court order. Hobbs actively participated in conduct that went  
26 way beyond the role of legal representative: self-help is not  
27 the practice of law. The facts establish a prima facie case.

28           In this case as stated above the attorneys while representing the Hayes Valley Limited  
Partnerships et al in bring an unlawful detainer, decided to deceive the Court and plaintiff herein  
in violation of California Criminal statute, to wit section 6128 (a) of the Business & Professions  
Code by asserting that there were rent outstanding when fact the all rent was paid as was

1 demanded in the Five day notice and accepted by Hayes Valley Limited Partnership and as such  
2 there was no jurisdiction of the Court to proceed in the unlawful detainer.

3  
4 It is plaintiff contention herein the Attorneys in question not only had a legal duty to so  
5 inform the Court that the unlawful detainer had to be dismissed but by agreeing to the request of  
6 the Hayes Valley Limited Partnership to proceed against plaintiff herein, these attorney engaged  
7 into a civil compromise which is atrocious as clearly a cause of action for non-payment of rent  
8 cannot go forward if the landlord accepts the payment and still wants to proceed on the unlawful  
9 detainer.

10  
11 The Court of Appeal, in Panoutsopolus v. Chambliss, 157 Cal App 4<sup>th</sup> 297 (2007)  
12 stated the controlling principles of law as follows:

13 "A civil conspiracy however atrocious,  
14 does not per se give rise to a cause of  
15 action unless a civil wrong has been  
16 committed resulting in damage. [Citations]."  
17 "The elements of an action for civil conspiracy  
18 are the formation and operation of the conspiracy  
19 and damage resulting to plaintiff from an act or  
20 acts done in furtherance of the common design.  
21 In such an action the major significance of the  
22 conspiracy lies in the fact that it renders each  
23 participant in the wrongful act responsible as a joint  
24 tortfeasor for all damages ensuing from the wrong,  
25 irrespective of whether or not he was a direct actor  
26 and regardless of the degree of his activity. [Citations]."

27 In this case the attorneys sought to deceive the Court in violation of B & P Code  
28 section 6128 (a) that he unlawful detainer could proceed, when in fact the Court never had  
jurisdiction to enter into said agreement for plaintiff herein to vacate the apartment in question as  
all rents demanded were in fact paid and accepted by the Hayes Valley Limited Partnership.

1 Plaintiff in this case has established a "reasonable probability" that plaintiff can prevail  
2 in this case and has show in her verified complaint that a wrongful eviction has occurred in this  
3 case as all rents were paid and accepted by the Hayes Valley Limited Partnership and as such the  
4 unlawful detainer court did not have jurisdiction at the time of the trial date and what is even  
5 more proof of the fraudulent conduct of the attorneys in question herein the rental history and  
6 witnesses absolutely necessary for these attorneys to proceed with a trial in the unlawful detainer  
7 for the non-payment of rent would have shown that the demand of the five day notice was met by  
8 plaintiff herein and no cause of action could have gone forward.  
9

10  
11 WHEREFORE, plaintiff herein request that this Court enter an order pursuant to  
12 section 1714.10 of the Civil Code permitting plaintiff to proceed with this civil conspiracy  
13 against the attorneys in this case and the legal firm  
14

15 Dated: Feb. 16, 2010  
16

  
Sharon Bridgewater





1 The basis for this law suit is clearly shown in the Separate Statement of Undisputed Facts  
2 with this verified complaint that at all time the law firm Kimball, Tirey & St. John, LLP, knew  
3 that at all times the rents demanded in the "Five Day Notice to Pay Rent or Quit" was both paid  
4 and accepted by the defendants herein and as such no unlawful detainer, eviction, or Stipulated  
5 Judgment could have proceeded.  
6

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

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

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

20 This acts of the defendants are a criminal violation of California Law B & P Code section  
21 6128 (a) as they not only deceived plaintiff they also deceived the Court that all rental payments  
22 were in fact made as demanded in the unlawful detainer and thus violated a duty owned to  
23 plaintiff to fair dealings and only to present the truth.


*Exhibit 6*

24 This is proven by a copy of the rental ledger attached hereto as ~~Exhibit 6~~, which the  
25 witnesses would have had to testify that the rents were collected for the time frame as alleged  
26 under penalty of perjury by Mr. Bankson, clearly the under said proof plaintiff would have been  
27 entitled to a judgment as a matter of law.  
28

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

8  
9 The plaintiff's separate statement of undisputed facts is attached to the verified complaint of  
10 plaintiff.  
11

12 Dated ~~February 16, 2010~~  
13 Feb 16, 2010

14   
Sharon Bridgewater

SEPARATE STATEMENT OF UNDISPUTED FACTS

UNDISPUTED FACTS

PROOF OF FACTS

FRAUD-FEB. 19, 2008

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

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

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

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

## SEPRATE STATEMENT OF UNDISPUTED FACTS

### UNDISPUTED FACTS

### PROOF OF FACTS

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

Partnership. Attorneys Shawn Bankson, Jane Creason and law firm of Kimball, Tirey & St. John agreed to utilize deceit and collusion with the intent to deceive not only Plaintiff Bridgewater, but also the Court by artifice and false statement of fact and law, and done at the request of Hayes Valley Limited Partnership and by ratifying said Request this is civil conspiracy as the unlawful detainer could not have proceed as plaintiff was entitled to a judgment as a matter of law as the rental amount as demanded in the complaint was paid and accepted by Hayes Valley Limited Partnership. This was done on the very date Set for trial date which the attorneys in question in preparing for trial knew at all times that all rental payments were accepted for the amount demanded in the Notice to pay rent or quit and still proceeded in evicting plaintiff Bridgewater, ~~see Exhibit 1~~

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

6) The Web Site of Kimball, Tirey & St. John lists that the said law firm holds themselves out as specializing in unlawful detainers on behalf of the landlords and in fact attorney Jane Creason wrote an article Entitle "What you should Know: Evictions the Right to a Jury Trial, see ~~Exhibit 1~~).

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

7) ~~Exhibit 1~~, shows that defendants atty hold themselves out to the Public as being experts in bring Unlawful detainers and at all times mentioned herein knew that acceptance of rental payments after service of a notice to pay rent quit prevents any further proceedings on the Unlawful detainer and which is codified

**SEPARATE STATEMENT OF UNDISPUTED FACTS**

**UNDISPUTED FACTS**

**PROOF OF FACTS**

(cont.)

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

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

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

Dated ~~Aug 16, 2010~~

Feb 16, 2010

Sharon Bridgewater

**DECLARATION IN SUPPORT**

I declare as follows:

1. That I am the plaintiff herein and if called to testify I can do so based upon first hand knowledge.

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

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

4. That said attorneys for Hayes Valley Limited Partnership refused to acknowledge that fact to either me or the Court even though the rental ledger reflected that I paid all the rent demanded and done prior to any settlement conference.

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

6. All statements in the verified complaint are true.

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

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

Dated ~~February 10, 2010~~  
Feb 16, 2010  
At San Francisco, California

  
Sharon Bridgewater

**EXHIBIT 1**



1 Sharon Bridgewater  
2 12070 W. Outer Drive  
3 Detroit, MI 48223

4 In Pro Person

5  
6  
7  
8  
9 **UNITED STATES DISTRICT COURT FOR**  
10 **THE NORTHERN DISTRICT OF CALIFORNIA**

11 Sharon Bridgewater,

CASE No. CV-

12 Plaintiff,

**COMPLAINT FOR MONETARY  
DAMAGES AND INJUNCTIVE RELIEF**

13 Vs.

14  
15 Shawn Bankson, Jane Creason,  
16 Kimball, Tirey & St. John, LLP AND Does 1  
17 through 50 inclusive,

18 1202 Kettner Blvd., Suite 3000  
19 San Diego, CA 92101

20 Defendants,

21  
22  
23  
24 **VERIFIED COMPLAINT FOR**  
25 **MONETARY DAMAGES AND INJUNCTIVE RELIEF**  
26  
27  
28

**INSTRADISTRICT ASSIGNMENT**

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

**JURISDICTION**

2. Pursuant to 28 U.S.C. § 1331 at least one of the Plaintiff's claims arises under the laws,
3. The jurisdiction of this Court is invoked for violation of Plaintiff 5<sup>th</sup> and 14<sup>th</sup> due process (civil rights).
4. The jurisdiction of this Court is invoked pursuant to and for violation of the Americans With Disabilities Act.
5. Violation of the Fair Debt Collection Practice Act.
5. The jurisdiction of this Court is invoked pursuant to diversity Jurisdiction.
6. This Court has supplemental jurisdiction over state causes of action pursuant to 28 U.S.C. §1367, as claims so related to other issues in the action that they form part of the controversy.
7. The damages are in excess of \$75,000.00.

**DEFENDANTS**

8. Kimbal, Tirey & St. John LLP incorporated their business in the State of California and its principle place of business is in the State of California and citizenship is in California.
9. Shawn Bankson is an employee of Kimball, Tirey and St. John, and his principle place of business and employment is in California and citizenship is in California.
10. Jane Creason is an employee of Kimball, Tirey and St. John, and her principle place of business and employment is in California and citizenship is in California.
11. The law firm, Kimball, Tirey and St. John, have offices throughout the State of California it's major cities and has been in business since 1977.
12. Shawn Bankson, and Jane Creason were at all times mentioned herein the attorney(s) employed by Kimball, Tirey and St. John.
13. The Defendants Shawn Bankson, and Jane Creason, as members of the law firm Kimball, Tirey & St. John LLP, as attorneys are officers of the Court and have unquestionable duty to the Court to avoid misrepresentations of known facts to the Court.
14. Defendants Shawn Bankson, Jane Creason and the law firm Kimball, Tirey & St. John by signing the unlawful detainer complaint waived their attorney-client privilege and attorney-client work products under California Law.
15. A partnership and each of its partners are responsible for the wrongful conduct of a partner acting within the scope of his or her employment; and, each attorney is

1 to be held personally responsible.

2 13. The defendants may be served at 1202 Kettner Blvd., Suite 3000  
3 San Diego, CA 92101  
4

5  
6  
7 **PLAINTIFF**  
8

9  
10  
11 16. Plaintiff was born and raised in Saginaw, Michigan, and her citizenship is in  
12 Detroit, Michigan.

13 17. Plaintiff obtained a Bachelor of Art Degree from the University of Michigan  
14 (see exhibit 1 )  
15

16 17. Plaintiff at all times mentioned was disabled as defined by the Social Security  
17 (see exhibit 2) Administration and on the verge of complete emotional rehabilitation at  
18 the time of the incident.

19 18. Plaintiff and was working to obtain the Master Degree at the University of  
20 Maryland(on-line) at the time of the incident.

21 19. At all times mentioned herein Plaintiff was a tenant in lawful, peaceful  
22 possession of a rental unit at Hayes Valley Apartment from Jan. 2005 thru May 2008.

23 20. Plaintiff had just started a Real Estate Investment/Solar Energy Company had received  
24 "promising Investment Partners" with promises from Investments Partners in excess two  
25 million dollars for corporate purposes.  
26  
27  
28

- 1 21. The defendant's fraudulent actions caused a collapse of Plaintiff's emotional stability and  
2 to return to disability status of being emotionally and mentally disabled.
- 3 22. Plaintiff lost her newly started business, and has been unable to maintain a business due  
4 to her relapse of disability brought on by the defendants' oppressive, malicious and  
5 fraudulent conduct.
- 6 23. Has been unable to complete her Master degree and dismissed from the MBA program.  
7 (see exhibit ) due to the fraudulent, oppressive, malicious conduct of the defendants.
- 8 24. Plaintiff was displaced and unable to find adequate housing due to the Plaintiff's entry to  
9 a data base, labeled as a "negative-bad" "non-paying tenant" due to the malicious and  
10 fraudulent conduct of the defendants.
- 11 25. Plaintiff, after displacement was without normal housing until June 2009.
- 12 26. Plaintiff has been under a doctor's care since the incident.
- 13 27. Plaintiff has a permanent left foot injury occurring upon the eviction and a  
14 right knee and right leg impairment, all of which is a direct result of the unexpected and  
15 unwanted involuntary displacement.
- 16
- 17
- 18
- 19
- 20
- 21
- 22

### **Predicates and Background to this complaint**

23 The law firm Kimbal, Tirey and St. John specialized area of law practice is unlawful detainer  
24 litigation in commercial and residential real estate. ( see exhibit 4 )  
25  
26  
27  
28

1 Unlawful detainers are summary proceedings and as such require strict compliance with  
2 California law. The defendants filed an unlawful detainer lawsuit for possession of the Plaintiff  
3 apartment and never investigated the amount of rent due in question and failed to investigate the  
4 facts surrounding the case and filed the unlawful detainer in the Superior Court of San Francisco  
5 under penalty and perjury that all information was true and correct. The defendants upon filing  
6 the unlawful detainer lawsuit never met the statutory requirement of the service of a "proper"  
7 notice to pay rent or quit in violation of CCP section 1161; thus the court lack jurisdiction to  
8 even entertain the lawsuit filed by the defendants.  
9

10  
11 The law firm Kimball, Tirey and St. John has represented Hayes Valley in the filing of  
12 unlawful detainers in San Francisco Superior Court since 1998.

13 The law firm has aided and abetted their client Hayes Valley in the illegal filings of filing of  
14 these unlawful detainers since 1998 and has illegally and unlawfully evicted "socio-economic  
15 disadvantage" Hayes Valley tenants without due process of law.  
16

17 Plaintiff herein was a "victim" of illegally and unlawful acts of the defendants.

18 Shawn Bankson and Janc Creason employed by the law firm represented Hayes Valley  
19 Limited Partnership in an unlawful detainer lawsuit for possession of Plaintiff apartment,  
20 commonly known as 427 Page Street, San Francisco, CA.  
21

22 These attorneys knew or should have known a complaint for an "unlawful" detainer lawsuit  
23 for non-payment of rent requires the service of a "proper" notice to pay rent or quit. The  
24 defendants filed the unlawful detainer lawsuit. The defendants then accepted over and beyond  
25 all rents as demanded pursuant to the unlawful detainer lawsuit filed and obtained a Judgment for  
26 possession of the premises.  
27  
28

**Bridgewater received a [VACATED JUDGMENT FROM A SUPERIOR COURT JUDGE; THE DEFENDANTS DISREGARDED THE VACATED JUDGMENT AND CONTINUED TO MALICIOUSLY PROSECUTE THE CASE].**

The case came to trial, the defendant then concealed from the Judge that Plaintiff was in peaceful, legal, lawful possession of the premises, and that they had accepted all rents as demanded, executed and enforced a Stipulated Judgment the court did not have jurisdiction to entertain for possession of premises and forced the Plaintiff to move pursuant to the Stipulated Judgment without due process of law and violated Plaintiff of her due process (civil) rights.

The defendant clients Hayes Valley Limited Partnership were collecting rents (not license to collect rents), in violation of Business and Professional Code section 10131(b) since the commencement of their business in 1997.

## STANDARD OF REVIEW

28. The Stipulated Judgment obtained by the defendants dated Feb. 19, 2008 is "Totally"

**NULL and VOID and without any legal effect.**

a) The defendants never met the pre-requisite statutory requirement (service of a "proper" notice to pay rent or quit) to file an unlawful detainer lawsuit in the Superior Court of California.

**b) Lacked due process of law.**

c) The defendants accepted all rents as demanded in the unlawful detainer lawsuit filed, Plaintiff received a vacated Judgment of possession of the premises by a Superior Court Judge and the case required an immediate dismissal;(acceptance

1 of all rents is a collateral estoppels of an eviction) the defendants continued to  
2 maliciously prosecute the case for financial gain.

3 d) The Court did not have jurisdiction to entertain the Stipulated Judgment.

4 e) Res Judicata does not apply

5 (a) To a Judgment that is void from its inception.

6 (b) The defendants Stipulated per #15 of the Stipulated Judgment,

7 "defendant reserves the right to sue in the further and do not give up

8 All claims pertaining to further lawsuits.

9  
10 29. Plaintiff has at all times mentioned was and is mentally and emotionally disabled and  
11 incompetent, was homeless and displaced by the defendants fraudulent conduct and  
12 forcing Plaintiff out of her apartment. Plaintiff just obtain normal housing in June 2009,  
13 further, due to the recent illness and death of Plaintiff father plaintiff  
14 have suffered "extensive, extreme disability and was "legally" disabled and mentally  
15 incompenant and seeks to toll the statue of limitation on any claim of relief that applies.  
16  
17

18 30. A Summary judgment may be granted if "the pleadings, and the materials on file, and  
19 any affidavits [or declarations] show that there is no genuine issue as to any material fact  
20 and that the movant is entitled to judgment as a matter of law." Fed R. Civil P.56(c)  
21  
22  
23  
24  
25  
26  
27  
28



**STATEMENT OF CASE**

25. During Christmas 2007/New Year 2008 Plaintiff received an "unexpected" writ for possession posted on her front door. Plaintiff was evicted and deprived property without due process of law or the opportunity to be heard in a court of law.

Plaintiff moved to a new apartment on Oakdale Street, in San Fransico, CA(see exhibit 5) as a result of the unexpected writ posted on her front door, and moving on such short notice plaintiff broke her foot)

26. Plaintiff, applied for "help" at various community organizations. On or about Jan. 7, 2008 upon receiving legal help at a local community agency, a legal advocate obtained Bridgewater court files and [discovered] the defendants "nearly two years prior" filed an unlawful detainer lawsuit for possession of the premises, and entered into a "pre-hearing <sup>hearing</sup> eviction" with an "unauthorized" Party. (see exhibit 6)

27. During this time Plaintiff also discovered in filing the unlawful detainer the defendants never met pre-requisite to file the unlawful detainer lawsuit in the Superior Court of California of a service of proper notice to pay rent or quit in violation of California Civil Procedure 1161.

28. In filing the unlawful detainer lawsuit and never made any reasonable inquiry to the facts regarding the payment of rents, failed to investigate the facts surrounding the case.

29. Shawn Bankson had signed the complaint under penalty of perjury that all the information was true and correct.(see exhibit 7)

1 36. The defendants accepted over and beyond all rents as demanded pursuant to the  
2 unlawful detainer lawsuit filed.(see exhibit 8 rental ledger and compare with unlawful  
3 detainer lawsuit amount 7)  
4

5 37. Bankson then obtained a judgment for possession of premises.

6 38. Bridgewater immediately petitioned the court and received a vacated judgment by a  
7 Superior Court Judge.(see exhibit 9 )  
8

9 39. THE CASE REQUIRED AN IMMEDIATE DISMISSAL.

10 40. The defendants disregarded the vacated judgment and continued to maliciously  
11 prosecute case for financial gain. (Bridgewater received instructions from her section 8  
12 worker to move out of her new apartment on Oakdale Street, San Francisco, CA, because  
13 the defendant's client would not release her section 8 payment rental assistance voucher  
14 to her new apartment on Oakdale, because Bridgewater had exercised her legal right and  
15 obtained a vacated Judgment for possession of the premises.)  
16

17 Bridgewater moved back into the premises at Hayes Valley

18 41. On Feb. 19, 2008, at the trial, during the mandatory settlement conference, the  
19 defendants concealed from the Judge that Plaintiff was in legal, lawful possession of  
20 the rental unit.  
21

22 43. The defendants then executed and enforced a Stipulated Judgment the court did not  
23 have jurisdiction to entertain, <sup>forced</sup> ~~to move~~ Plaintiff <sup>TO MOVE</sup> ~~to move~~ pursuant to the Stipulated  
24 Judgment and deprived Plaintiff property without due process of law and violated  
25 Plaintiff 5<sup>th</sup> and 14<sup>th</sup> amendment due process rights as secured by the US  
26 Constitution.(see exhibit 10) Bridgewater was forced to move pursuant to the Stipulated  
27 Judgment was rendered homeless and displaced and just obtained stable housing in  
28

June 2009.

44. The unlawful Stipulated Judgment was in complicity and conspiracy with Hayes Valley yet contained a statement, "Each signatory hereto represents that they have the expressed authority from the party they represent to sign for and bind that party to the terms herein." (see exhibit 10, 14)

**FIRST CLAIM FOR RELIEF  
FOR FRAUD ON THE COURT  
AGAINST JANE CREASON AND ALL DEFENDANTS AND DOES 1 THRU 50**

45. The defendants waived their attorney client work product and are liable for their actions.

46. On Feb. 19, 2008, at trial, during the mandatory settlement conference, Jane Creason, an Officer of the Court, concealed from the Judge that Bridgewater was in legal, lawful possession of the rental unit and that all rents were paid as demanded.

47. The defendants then executed and enforced the Stipulated Judgment the court did not have jurisdiction to entertain and deprived Bridgewater property without due process of law and violated Plaintiff civil rights.

48. Creason, an attorney and Officer of the court was under a duty to disclose to the Judge that Bridgewater was in legal, lawful possession of the rental unit and that all rents were paid as demanded.

49. The judge relied on Creason to uphold her duty as an attorney to be truthful and honest.

1 47. The Judge would have dismissed the case had he known Bridgewater was in legal, lawful  
2 possession of the rental unit and all rents were paid and accepted by the defendants.

3 48. Creason intentionally, willfully, knowingly concealed known facts from the Judge and  
4 suppressed facts with the intent to defraud the court.

5 49. The actions of the defendants constitute fraud (on the court) and proximately caused  
6 Bridgewater harm and damage. Bridgewater has been harmed by the defendant's actions  
7 and has a damage claim.  
8

9 50. Bridgewater is entitled to compensatory, special, statutory damages.

10 51. The defendants in acting with fraud, malice, oppression and reckless disregard are liable to  
11 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP  
12 § 3294 ( c )  
13

14 52. Plaintiff requests an award of punative damages according to proof at trial.  
15

16  
17  
18  
19  
20 **SECOND CLAIM FOR RELIEF FOR**  
21 **MALICIOUS PROSECUTION**  
22 **AGAINST JANE CREASON AND ALL DEFENDANTS and Does 1 through 50 inclusive.**  
23

24  
25 53. All preceding paragraphs are hereby incorporated by reference as if fully set forth  
26 herein.

27 54. The defendants waived their attorney client work product and are liable for their actions.  
28

1 55. The defendants accepted all rents as demanded. The Plaintiff received a vacated for  
2 possession of the apartment obtained by the defendants by a Superior court Judge.

3 56. The case required an immediate dismissal.

4 57. Bridgewater was in peaceful, quiet, lawful possession of the rental unit.

5 58. On Feb. 19, 2008, at trial, the defendants concealed from the Judge that Bridgewater was  
6 in legal, lawful possession of the rental unit and all rents were paid as demanded.

7 59. The defendants then, executed and enforced a Stipulated Judgment the court did not have  
8 jurisdiction to entertain without due process of law and forced Bridgewater to moved from  
9 the property and deprived Plaintiff property without due process of law and violated  
10 Plaintiff civil rights(due process rights) as secured by the United States Constitution.

11 60. The defendants maliciously, willingly, knowingly and intentionally, maliciously  
12 prosecuted the case for financial gain.

13 61. The defendants intended, willfully and knowingly maliciously prosecute the case for  
14 financial gain.

15 62. The defendant's actions constitute malicious prosecution, and proximately caused  
16 Bridgewater damage. Bridgewater has been harmed by the defendant's actions and has a  
17 damage claim.

18 63. Bridgewater is entitled to compensatory, special, statutory damages.

19 64. The defendants in acting with fraud, malice, oppression and reckless disregard are liable to  
20 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP  
21 § 3294 ( c )

22 65. Plaintiff requests an award of punative damages according to proof at trial.  
23  
24  
25  
26  
27  
28

**THIRD CLAIM FOR RELIEF**  
**Violation OF PLAINTIFF 5<sup>th</sup> and 14<sup>th</sup> Amendment**  
**Due Process (Civil) Rights as Secured by the US Constitution**  
**AGAINST JANE CREASON AND ALL DEFENDANTS and Does 1 through 50 inclusive.**

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

67. The defendants waived their attorney client work product and are liable for their actions.

68. Bridgewater was in legal, lawful possession of the rental unit.

69. Bridgewater had a right to be free from any interference, with her exercise and enjoyment of her 5<sup>th</sup> and 14<sup>th</sup> amendment due process(civil) rights as secured by the United States Constitution. Plaintiff had a right to due process of law.

70. On Feb. 19, 2008 at trial Jane Creason(the defendants), committed fraud on the court, executed a Stipulated Judgment the court did not have jurisdiction and included in provision #5 states, "Defendant SHARON BRIDGEWATER expressly waives any and all rights to a notice motion and/or hearing on the entry of a judgment pursuant to this stipulation."

71. The defendants then enforced the Stipulated Judgment the court did not have jurisdiction to entertain and forced Plaintiff to move pursuant to the from property and deprived Plaintiff property without due process of law and violated Plaintiff "due process" 5<sup>th</sup> and 14<sup>th</sup> amendment due process civil rights as secured by the United States Constitution.

72. The defendants knowingly, willingly and intended to violate Plaintiff 5<sup>th</sup> and 14<sup>th</sup> amendment due process rights as secured by the United States constitution.

73. The actions of the defendants constitute violation of Plaintiff 5<sup>th</sup> and 14<sup>th</sup> due process (civil) rights as secured by the United States Constitution.

1 74. Bridgewater has been harmed by the defendant's actions and has a damage claim.

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

3  
4 76. The defendants in acting with fraud, malice, oppression and reckless disregard are liable  
5 to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to  
6 CCP § 3294 ( c )  
7

8 77. Plaintiff requests an award of punitive damages according to proof at trial.  
9

10  
11 **FOURTH CLAIM FOR RELIEF**  
12 **CONSPIRACY**  
13 **AGAINST JANE CREASON AND ALL DEFENDANTS and Does 1 through 50 inclusive.**  
14

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

16 79. On Feb. 19, 2008, Jane Creason committed fraud on the court and conspired with her  
17 client violate Plaintiff due process(civil) rights + deprive  
18 Plaintiff property without due process law to force Plaintiff out of her apartment.  
19

20 80. The defendants intended, willfully and knowingly conspired.

21 81. The defendant's actions constitute conspiracy.

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

23 85. Bridgewater is entitled to compensatory, special, statutory damages.

24 86. The defendants in acting with fraud, malice, oppression and reckless disregard are liable  
25 to Plaintiff for punitive damages subject to the net worth of said defendants pursuant  
26 to CCP § 3294 ( c )  
27  
28

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

**FIFTH CLAIM FOR RELIEF**

**CONSPIRACY TO VIOLATE Plaintiff's 5<sup>TH</sup> AND 14<sup>TH</sup> AMENDMENT  
DUE PROCESS RIGHT (CIVIL)  
AGAINST JANE CREASON AND ALL DEFENDANTS and Docs 1 through 50 inclusive.**

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

79. Bridgewater had a right to be free from any interference, with her exercise and enjoyment of her 5<sup>th</sup> and 14<sup>th</sup> amendment federally protected due process rights as secured by the United States Constitution. Plaintiff had a right to due process of law.

83. On Feb. 19, 2008, Jane Creason committed fraud on the court and conspired with her client to violate Plaintiff due process 5<sup>th</sup> and 14<sup>th</sup> amendment due process civil rights as secured by the US Constitution.

84. Pursuant to the Stipulated Judgment the court did not have jurisdiction to entertain provision #14 of the Judgment, "each signatory hereto represents that they have the express authority from party they represent to sign for and bind that to the terms herein."

85. The defendants intended, willfully and knowingly conspired to violate of Plaintiff 5<sup>th</sup> and 14<sup>th</sup> federally protected due process (civil) rights as secured by the U.S. Constitution.

86. The defendant's actions constitute violation of Plaintiff 5<sup>th</sup> and 14<sup>th</sup> amendment federally protected due process (civil) rights as secured by the U.S. Constitution and proximately caused Bridgewater damage.

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

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



1 86. The defendants in acting with fraud, malice, oppression and reckless disregard are liable  
2 to Plaintiff for punitive damages subject to the net worth of said defendants pursuant  
3 to CCP § 3294 ( c )  
4

5 87. Plaintiff requests an award of punitive damages according to proof at trial.  
6  
7  
8  
9

10  
11 **SIXTH CLAIM FOR RELIEF**  
12 **FOR**  
13 **COMMON LAW FORCIBLE DETAINER**  
14 **AGAINST JANE CREASON AND ALL DEFENDANTS and Does 1 through 50 inclusive.**

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

16 89. At all times mentioned Plaintiff had a right to legal possession of the premises. Plaintiff  
17 was in peaceful, lawful, possession of the premises. Plaintiff had a right to be free from  
18 threat, coercion and force by any party. Plaintiff had a right to due process ~~under~~ of law.  
19 ~~immigration of the defendant~~  
20

21 90. On Feb. 19, 2008 the defendants committed fraud, executed the "void" Judgment.

22 Pursuant to provision #9 "If Defendant fails to comply with any of the terms as herein  
23 stated, judgment shall enter for possession and the full amount of past due rent, attorney  
24 fees and costs. A writ of execution for money and possession shall immediately upon  
25 Declaration by Plaintiff's counsel if Defendant fails to comply with this stipulation.  
26 Judgment for possession shall be enter pursuant to CCP 415.46 as to any and all  
27 occupants."  
28

1 91. The defendants then enforced the Judgment and forced Plaintiff to move pursuant to the  
2 Stipulated Judgment the court did not have jurisdiction to entertain.

3  
4  
5 92. The Defendants intentionally, knowingly and willing committed common law forcible  
6 detainer.

7 93. The defendants conduct constitutes forcible Detainer and proximately caused Bridgewater  
8 harm and damage.

9  
10 94. Bridgewater have been injured and damaged and have damages.

11 95. Bridgewater is entitled to compensatory, special damages.

12  
13 96. The defendants in acting with fraud, malice, oppression and reckless disregard are liable to  
14 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to  
15 CCP § 3294 ( c )

16  
17 97. Plaintiff requests an award of punative damages according to proof at trial.

18  
19  
20 **SEVENTH CLAIM FOR RELIEF**

21 **VIOLATION OF THE AMERICANS WITH DISABILITIES ACT(ADA)**  
22 **AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive AGAINST JANE**  
23 **CREASON AND ALL DEFENDANTS and Does 1 through 50 inclusive.**

24  
25 98. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

26 99. The defendants waived their attorney client work product and are liable for their actions.

27 100. Bridgewater at all times mentioned had a disability within the meaning of ADA, and was  
28 diagnosed with a disability that substantially limits her in one or more major life activities.

1 101. Bridgewater at all times mentioned was a qualified tenant with a disability and lived at  
2 Hayes Valley Apartments.

3 102. The defendants were aware and had full knowledge Hayes Valley was a public housing  
4 facility that accommodate low income, elderly disadvantage and the disabled tenants.  
5

6 103. The defendants had full knowledge and were aware of Bridgewater's disability and knew  
7 Bridgewater had a legal mental disability as defined by the ADA act.

8 104. On Feb. 19, 2008, at trial, committed fraud, executed and enforced a Stipulated Judgment  
9 the court did not have jurisdiction to entertain violated Plaintiff 5<sup>th</sup> and 14<sup>th</sup> amendments  
10 civil rights due process rights, forced Plaintiff to move pursuant to the Stipulated Judgment  
11 and deprived Plaintiff of her housing accommodations and violated the Americans with  
12 disabilities act.  
13

14 105. The defendant's action constitutes violation of the American with disabilities Act.

15 106. The defendants knowingly, willfully, intended violate the Americans with disabilities Act.

16 107. The defendant's actions constitute violation of the ADA.

17 108. The defendant's actions proximately caused Bridgewater harm damage and injuries.

18 109. Bridgewater have been harmed and damaged by the defendants actions and  
19 has a damage claim.  
20

21 110. The defendants acted with (malice/fraud/oppression).

22 111. Bridgewater is entitled to compensatory, special, statutory damages.

23 112. The defendants in acting with fraud, malice, oppression and reckless disregard are liable to  
24 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP  
25 § 3294 ( c )  
26  
27  
28

1 113. Plaintiff requests an award of punitive damages according to proof at trial.  
2  
3  
4

5 **EIGHTH CLAIM FOR RELIEF**

6 **FOR**  
7 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
8 **AGAINST JANE CREASON AND ALL DEFENDANTS and Docs 1 through 50 inclusive.**  
9

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

11 115. The defendants conduct was outrageous.

12 116. The defendants willfully, knowingly and intended to cause and inflict  
13 Emotional distress on the Plaintiff.

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

16 118. The defendants set the conditions, directly, facilitated, confirmed, ratified and inflicted  
17 emotional distress on Plaintiff.

18 119. The defendants conduct constitutes intentional infliction of emotional distress and  
19 proximately caused Bridgewater injuries and damages.

20 120. Bridgewater have been injured and damaged and have damages.

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

22 122. The defendants in acting with fraud, malice, oppression and reckless disregard are liable  
23 to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to  
24 CCP § 3294 ( c )  
25  
26  
27  
28

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

**NINTH CLAIM FOR RELIEF**

**FOR  
TORTIOUS INTERENCE WITH PLAINTIFF'S RESIDENTIAL LEASE CONTRACT  
AGAINST JANE CREASON AND ALL DEFENDANTS and Does 1 through 50 inclusive.**

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

134. At all times Plaintiff had a valid residential lease agreement with Hayes Valley.

135. The defendant knew Plaintiff had a valid lease agreement. The Plaintiff had a right to maintain her tenancy and to be free from any inference or disruptions of her lease agreement by any party.

136. On Feb. 19, 2008 the defendants committed fraud, executed and enforced a Stipulated Judgment the court did jurisdiction to entertain, violated Plaintiff civil rights, forced Plaintiff to move pursuant to the Stipulated Judgment and tortuously interfered And disrupted Plaintiff lease agreement contract with Hayes Valley.

137. The Defendants intentionally, knowingly and willing tortuously interfered and disrupted Plaintiff lease agreement.

138. The defendants conduct constitutes tortuous interference with Plaintiff lease agreement and proximately caused the Plaintiff damage.

139. Bridgewater have been injured and damaged and have damages.

140. Bridgewater is entitled to compensatory, special damages.

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

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

**TENTH CLAIM FOR RELIEF**

**FOR  
TORTIOUS INERFERENCE WITH PLAINTIFF QUIET ENJOYMENT OF  
THE PREMISES AT HAYES VALLEY  
AGAINST JANE CREASON AND ALL DEFENDANTS and Does 1 through 50 inclusive.**

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

144. At all times mentioned Plaintiff had a right to possession of the premises. Plaintiff was in peaceful, lawful, quiet possession of the premises.

145. Plaintiff and had a right to use the premises and a right to peaceful, quiet, possession and enjoyment of the premises.

146. On Feb. 19, 2008 the defendants the defendant committed fraud, executed and enforced a Stipulated Judgment the court did jurisdiction to entertain, violated Plaintiff civil rights And forced the plaintiff to move pursuant to the Stipulated Judgment and tortuously interfered and disrupted Plaintiff quiet Right to enjoyment and use of the premises.

147. The Defendants intentionally, knowingly and willing interfered and disrupted Plaintiff quiet enjoyment and use of the premises.

1 148. The defendants conduct constitutes tortuous interference with Plaintiff quiet enjoyment  
2 and proximately caused the Plaintiff damage.

3 149. Bridgewater have been injured and damaged and have damages.

4 150. Bridgewater is entitled to compensatory, special damages.

5  
6 151. The defendants in acting with fraud, malice, oppression and reckless disregard are liable  
7 to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to  
8 CCP § 3294 ( c )  
9

10  
11 152. Plaintiff requests an award of punative damages according to proof at trial.  
12  
13  
14

15 **ELEVENTH CLAIM FOR RELIEF**

16 **FOR**  
17 **VIOLATION OF THE FAIR DEBT COLLECTION PRACTICE ACT**  
18 **AGAINST SHAWN BANKSON, JANE CREASON AND ALL DEFENDANTS and Does**  
19 **1 through 50 inclusive.**

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

21 115. At all times the defendants were debt collectors for their client.

22 116. The act provides that in collecting a debt fraudulent, deceptive and unfair

23 Debt collection practices shall not be used.

24  
25 117. The Defendants used fraudulent, deceptive and unfair debt collection practices in obtaining  
26 possession of the apartment unit.

27 118. The defendants conduct constitutes violation of the fair debt collection practice act.  
28

1 120. The defendants knowingly, intentionally, and willing committed fraud and deceptive debt  
2 collection practices.

3 121. Bridgewater have been injured and damaged and have damages.

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

5  
6 122. The defendants in acting with fraud, malice, oppression and reckless disregard are liable  
7 to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to  
8 CCP § 3294 ( c )  
9

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

14 **WHEREFORE**, plaintiff demands judgment against the defendants  
15

- 16 1. For Special, General Damages for the First Claim of relief for Fraud on the court  
17 in the amount of \$1,00,000.00(one million dollars)  
18  
19 2. For Special, General Damages for the second claim of relief for Malicious  
20 Prosecution in the amount of \$10,000,000.00(ten million)  
21  
22 3. For Special, General Damages and Third Claim of Relief Violation of Plaintiff  
23 5<sup>th</sup> and 14<sup>th</sup> amendment due process rights(civil)as secured by the United States  
24 Constitution in the amount of \$1,000,000(one million)  
25  
26 4. For Special and General Damages for the fourth Claim of Relief Conspiracy in  
27 the amount of \$100,000.00(one hundred thousand)  
28



- 1           5. For Special and General Damages for the fifth Claim of relief for Conspiracy to  
2           Violate of Plaintiff 5<sup>th</sup> and 14<sup>th</sup> amendment due process rights(civil) as secured  
3           by the US Constitution in the amount of \$1,000,000(one million)  
4
- 5           6. For Special and General Damages for the sixth Claim of relief of Common Law  
6           Forcible Detainer in the amount of \$100,000.00(one hundred thousand)  
7
- 8           7. For Special and General Damages for the seventh Claim of relief for violation of  
9           the American with disabilities act in the amount of \$1,000,000  
10           (one million dollars)  
11
- 12           8. For Special and General Damages for the eighth Claim of Relief Intentional  
13           Infliction of Emotional Distress in the amount of \$1,000,000. (one million)  
14
- 15           9. For Special and General Damages for the ninth claim of relief for Tortuous  
16           Interference with Plaintiff residential lease agreement in the amount of  
17           \$100,000(one hundred thousand)  
18
- 19           10. For Special and General Damages for the tenth claim of relief for Interference  
20           with Plaintiff Quiet Enjoyment of the premises at Hayes Valley in the  
21           amount of \$100,00 (one hundred thousand)  
22
- 23           11. For Special and General Damages for the eleventh claim of relief for violation of  
24           the fair debt collection practice act in the amount of  
25           \$100,000(one hundred thousand)  
26
- 27           14. For an order enjoining the defendants, each of them, and their  
28           Agents, Servants, employees and all persons acting under, in concert  
            with them.

- 1 15. Assume jurisdiction of this case.
- 2 16. An order for defendants to produced sensitive financial and net worth
- 3 Information to assess punitive damages. Alternatively, Bridgewater
- 4 respectfully requests this Court restrict the documents to be produced to those
- 5 that represents he present net worth of the defendants.
- 6
- 7 17. Order the defendants to produce a list of other partners(names) that should be
- 8 added as defendants to this complaint.
- 9
- 10 18. For cost of suit herein incurred and attorney fees.(IMMEDIATE RELIEF
- 11 ORDER THE DEFENANTS TO PAY) in the amount of \$83,000.00
- 12
- 13 19. Plaintiff requests an expedited trial.
- 14 20. Order the defendants to be criminally prosecuted for violating and conspiring to
- 15 violate Plaintiff civil Rights.
- 16 21. An injunction to stop the defendants from aiding and abetting Hayes Valley in
- 17 illegally evicting tenants without due process.
- 18
- 19 22. Plaintiff request Punative damages according to proof at trial.
- 20 23. Hold each defendant jointly and severally liable
- 21 24. Hold each defendant jointly and severally liable for concert of action.
- 22 25. Severely reprimand Shawn Bankson.
- 23 26. Severely reprimand and debar Jane Creason from practicing law.
- 24 27. To refer this complaint and take any appropriate actions with the necessary
- 25 agencies and State Bar and debar the defendants.
- 26 28. To refer this complaint to the Department of Justice for criminal prosecution
- 27 AND order and FBI for investigations in the business dealings of the defendants.
- 28

1 29. An Order for Expedited Discovery.

2 30. TRO, TEMP./PERMANENT RECEIVERSHIP, RE PRELIMINARY  
3 INJUNCTION FOR THE DEFENDANTS PAY AMOUNT OF JUDGMENT  
4 RENDERED BY THIS COURT. PLAINTIFF RESPECTFULLY REQUEST  
5 THE COURT'S HELP IN COMPLETING THE TEMPORARY RESTRAINING  
6 ORDER TO FILL IN THE BLANKS ON THE TEMPORARY RESTRAINING  
7 ORDER.  
8

9 31. ORDER THE DEFENDANT TO PAY.

10 32. Consolidate the preliminary injunction hearing with the trial.

11 33. Consolidate this case with Hayes Valley Limited Partnership

12 34. Plaintiff request separate trials.

13 35. Appoint Counsel for the Plaintiff.

14 35. For any other remedies and/or further relief as the court may deem proper  
15 and just.  
16  
17  
18  
19

20  
21 Respectfully submitted,



Sharon Bridgewater

22  
23 DATED: FEB. 16 2010  
24  
25  
26  
27  
28



**EXHIBIT 2**

**FILED**  
SUPERIOR COURT  
COUNTY OF SAN FRANCISCO

FEB 18 2008

GORDON PARK-LI, Clerk

By: [Signature] Deputy Clerk

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

Attorney for Plaintiff  
HAYES VALLEY LIMITED PARTNERSHIP

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

HAYES VALLEY LIMITED PARTNERSHIP

Plaintiff,

Vs.

SHARON BRIDGEWATER

Defendant

DOES 1 TO 10 INCLUSIVE

Case No.: CUD-06-617995

STIPULATION FOR ENTRY OF JUDGMENT  
AND ORDER THEREON

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

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

2. The parties further agree that in exchange for Defendant moving out by April 30  
2008, Plaintiff will waive all of the past due rent in the amount of \$2,124.74.

(5)

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

4. The rental agreement/lease under which Defendant holds possession of said property is forfeited on ~~March 17~~, 2008. *April 30* *[Signature]*

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

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

7. Plaintiff shall return Defendant's security deposit in ~~the amount of \$600.00 in exchange for keys on March 17, 2008.~~ *accordance with California law.* *[Signature]* *(57)*

8. Defendant SHARON BRIDGEWATER and any others in possession will move out ~~March 17~~, 2008 by 6:00 p.m. *April 30* *[Signature]*

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

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

11. This stipulation shall be dispositive of all issues raised in Plaintiff's Complaint and all affirmative defenses which could have been raised in Defendant's Answer, and ~~shall be considered a full and final settlement of all issues raised in the Complaint and Answer.~~ *[Signature]* *(56)* *[Signature]*

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

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

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

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

7 15. Defendant reserve the right to sue in the future and  
8 do not give up all claims pertaining to further lawsuit  
9 Dated: 2/19/08 a

10 Defendant- SHARON BRIDGEWATER

11 Dated: 2/19/08

12 Plaintiff- HAYES VALLEY LIMITED PARTNERSHIP

13 By: [Signature]  
14 Authorized Agent for Plaintiff

15 Dated: 2/19/08

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

19 ORDER

20 IT IS SO ORDERED:

21 Dated: 2-19-08

22 [Signature]  
23 Judge Pro Tem

24 JUDGE/COMMISSIONER OF THE SUPERIOR COURT  
25  
26  
27  
28

BLUEBIRD  
PAPER  
100% RECYCLED PAPER  
MADE IN THE USA

EXHIBIT 3



**FILED**  
San Francisco County Superior Court

APR 24 70

GORDON PARKER, Clerk  
*Deborah Steppe*  
DEBORAH STEPPE, Deputy Clerk

CASE NUMBER 100-06 617995

☒ DOES 1 TO 10 INCLUSIVE

☒ COMPLAINT ☐ AMENDED COMPLAINT

**Jurisdiction (check all that apply):**

☒ ACTION IS A LIMITED CIVIL CASE

Amount demanded ☒ does not exceed \$10,000

☐ exceeds \$10,000 but does not exceed \$25,000

☐ exceeds \$25,000

☐ ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000)

☐ ACTION IS RECLASSIFIED by this amendment

☐ from unlawful detainer to general unlimited civil (possession not at issue)

☐ from unlawful detainer to general limited civil (possession not at issue)

**STAY KEY LIMITED PARTNERSHIP**

1. PLAINTIFF (name each): HAYES VALLEY LIMITED PARTNERSHIP

1. PLAINTIFF (name each): HAYES VALLEY  
alleges causes of action against DEFENDANT (name each): SHARON BRIDGWATER

2. a. Plaintiff is (1) ☐ an individual over the age of 18 years; (4) ☐ a partnership.  
(2) ☐ a public agency; (5) ☐ a corporation.  
(3) ☒ other (specify): **LIMITED PARTNERSHIP**

2. a. Plaintiff is (1) ☐ an individual, (2) ☐ a public agency, (3) ☒ other (specify): **LIMITED PARTNERSHIP**

b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify): \_\_\_\_\_

\_\_\_\_\_ is located at (street address, apt. no., city, zip code, and county): \_\_\_\_\_, CA 94102

b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business as \_\_\_\_\_.

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):  
427 PAGE STREET, SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94102

☐ other (specify): \_\_\_\_\_

4. Plaintiff's interest in the premises is ☒ as owner ☐ other (specify):  
 5. The true names and capacities of defendants sued as Does are unknown to plaintiff.  
 defendant (name each): SHARON BRIDGEWATER

6. a. On or about (date): **1/3/2005** other tenancy (specify): **1 YEAR**

5. The true name of the tenant is: JOHN J. MURPHY  
6. a. On or about (date): 1/3/2005  
b. (1) agreed to rent the premises as a month-to-month tenancy ☐ other tenancy (specify): 1 YEAR  
(2) agreed to pay rent of \$ 107.00 payable monthly ☒ other (specify frequency):  
of the month ☐ other day (specify):

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

b. This ☒ written ☐ oral agreement was made:

(1) ☐ plaintiff

(2) ☒ plaintiff's agent

(3) ☐ plaintiff's predecessor

(4) ☐ other (specify):

7-14812a

\*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1181a).

COMPLAINT—UNLAWFUL DETAINER Legal Solutions & Partners

Page 1 of 3  
 Civil Code, § 1040 et seq.  
 Code of Civil Procedure §§ 428.12, 1100

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

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

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

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

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

f. ☒ (For residential property) A copy of the written agreement is not attached because (specify reason):  
 (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.  
 (2) ☒ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

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

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

- (1) ☐ 3-day notice to pay rent or quit  
 (2) ☐ 30-day notice to quit  
 (3) ☐ 60-day notice to quit  
 (4) ☐ 3-day notice to perform covenants or quit  
 (5) ☐ 3-day notice to quit  
 (6) ☒ Other (specify): 5 DAY PAY/QUIT  
 the period stated in the notice expired at the end of the day.

b. (1) On (date): 4/17/2006  
 (2) Defendants failed to comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. ☒ The notice included an election of forfeiture.

e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1168.)

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

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

- (1) ☒ by personally handing a copy to defendant on (date): 4/12/2006  
 (2) ☐ by leaving a copy with (name or description): at defendant's  
 a person of suitable age and discretion, on (date): at defendant's place of residence on:  
☐ residence ☐ business AND mailing a copy to defendant at defendant's residence or usual  
 (date): because defendant cannot be found at defendant's residence or usual  
 place of business. ☐ AND giving a copy to a person found  
 (3) ☐ by posting a copy on the premises on (date): at the premises on  
 residing at the premises AND mailing a copy to defendant at the premises on  
 (date):  
 (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR  
 (b) ☐ because no person of suitable age or discretion can be found there.  
 (4) ☐ (Not for 3-day notice; see Civil Code, § 1948 before using) by sending a copy by certified or registered mail  
 addressed to defendant on (date):  
 (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written  
 commercial lease between the parties.

b. ☐ (Name):

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

c. ☐ Information about service of notice on the defendants alleged in Item 7f is stated in Attachment 8c.

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

COMPLAINT—UNLAWFUL DETAINER

Plaintiff Name: HAYES VALLE LIMITED PARTNERSHIP

CASE NUMBER:

Defendant Name: SHARON BRIDGEMAN

- ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
- ☐ At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ 749.00
- ☒ The fair rental value of the premises is \$ 3.51 per day.
- ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$800 in Attachment 12.)
- ☒ A written agreement between the parties provides for attorney fees.
- ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

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

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

- f. ☒ damages at the rate stated in item 11 from (date): 4/1/2006 for each day that defendants remain in possession through entry of judgment.
- g. ☐ statutory damages up to \$800 for the conduct alleged in item 12.
- h. ☐ other (specify):

18. ☒ Number of pages attached (specify): FOUR

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

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

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

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

Date: 4/20/2006

SHAWN BANKSON

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

## VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

**VERIFICATION**

I, the undersigned, say;

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

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



**KIMBALL, TIREY & ST. JOHN**

**Attorney for Plaintiff**

**By: SHAWN K. BANKSON**

EXHIBIT 4

Apr 17 06 08:56a Hayes Valley Apartments 415-487-1830

p.3

**Hayes Valley Apartments**401 Rose Street  
San Francisco, CA 94102

Phone 415-487-1218

Fax 415-487-1834

**NOTICE TO PAY RENT OR QUIT****To: Sharon Bridgewater AND ALL OTHERS IN POSSESSION:**

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

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

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

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

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

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

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

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

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

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

Dated: 04/12/2006

By: Travis Ellis - TEMP RECEPTIONIST

For: Property Manager, Hasinah Rahim  
McCormack Baron Rapp for Hayes Valley Apartments

**COPY**

04/17/2006 MON 8:43

EXHIBIT 10B NO. 9594

00002