

ADR ECF

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

SHAWN 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

Kimball, Tregor
Shaun Berkman, Three Reasons

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

Live in CA.

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

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

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

Citizen of This State	<input checked="" type="checkbox"/> PTF	<input type="checkbox"/> DEF	Citizen or Subject of a Foreign Country	<input type="checkbox"/> PTF	<input checked="" type="checkbox"/> DEF
Live in Detroit	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 5	<input type="checkbox"/> 5
	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 110 Personal Injury	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 480 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 115 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"/> 420 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 630 Liquor Laws		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 640 R.R. & Truck		<input type="checkbox"/> 460 Deparation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 650 Airline Regs.		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 660 Occupational Safety/Health		<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 690 Other		<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 510 Selective Service
<input type="checkbox"/> 190 Other Contract				<input type="checkbox"/> 530 Securities/Commodities Exchange
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 575 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 590 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 411 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 591 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 412 Employment	<input type="checkbox"/> Habeas Corpus:	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 592 Economic Stabilization Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 413 Housing	<input type="checkbox"/> 520 General	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 593 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 420 Accommodations	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 594 Energy Allocation Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 425 Welfare	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 595 Freedom of Information Act
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 550 Civil Rights		<input type="checkbox"/> 900 Appeal of Fee Determination
	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 555 Prison Condition		<input type="checkbox"/> 910 Other Equal Access to Justice
	<input type="checkbox"/> 447 Other Civil Rights			<input type="checkbox"/> 950 Constitutionality of State Statutes
			IMMIGRATION	
			<input type="checkbox"/> 462 Naturalization Application	
			<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee	
			<input type="checkbox"/> 465 Other Immigration Actions	
			FEDERAL TAX SUITS	
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	

V. ORIGIN

(Place an "X" in One Box Only)

 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court

Transferred from

 4 Reinstated or Reopened 5 another district (specify) 6 Multidistrict Litigation

Appeal to District

 7 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

DEMANDS

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

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. Saundra 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	1	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	2	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 with 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. John 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 Saundra 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. Saundra 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 Saundra 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

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

4 In Pro Per

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

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

7 FEB 18 2010

8 APP
9 (4) NP

10 ADR

11 Sharon Bridgewater,

12 CASE No. CV- C10-00704s,

13 Plaintiff,

14 MOTION SEEKING LEAVE TO FILE
15 COMPLAINT FOR CIVIL CONSPIRACY
16 PURSUANT TO § 1714.10 OF CIVIL CODE
17 AGAINST ATTORNEYS, JANE CREASON
18 AND THE LAW FIRM OF KIMBALL,
19 TIREY & ST. JOHN LLP.

20 vs.

21 ~~SHAWN BANKSON~~
22 Jane Creason, Kimball, Tirey &
23 St. John, LLP,

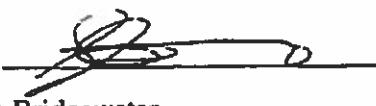
24 Defendants.

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

27 This Motion is based upon the attached verified complaint in this case as well as the
28 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

1 STATEMENT OF CASE

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

4 Hayes Valley Limited Partnership retained the law firm of, Kimball, Tirey & St. John,
5 LLP and attorneys from that firm Shawn Bankson, and Jane Creason handled the case.

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

8 Moreover, the attachments to the complaint which included a "Notice to Pay Rent or
9 Quit" issued by Property Manager, Hasinah Rahim, and McCormack Baron Ragan for Hayes
10 Valley Apartments when there was no licensed property manager pursuant to Business &
11 Professions Code section 10131 (b).

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

16 Plaintiff herein contentions are that the attorneys Kimball, Tirey & St. John, LLP and the
17 attorney Jane Creason for the Defendants Hayes Valley Limited Partnership duty is not to
18 deceive either the Court or any Party and that they conspired with defendant Hayes Valley
19 Limited Partnership in evicting plaintiff from the premises commonly known as 427 Page Street,
20 San Francisco, when no eviction could have taken place as said defendants accepted all the rent
21 payments demanded in the "Pay Rent or Quit Notice."

22 When the case came on for trial on Feb. 19, 2008 said attorneys Kimball, Tirey & St.
23 John, LLP and attorney from that firm Jane Creason concealed facts from the court that Plaintiff
24 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 attorney 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
deceit or collusion, with intent to deceive the court or any party."

25

26

27

28

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

Rule 5-200. Trial Conduct

In presenting a matter to a tribunal, a member:

- (A) Shall employ, for the purpose of maintaining the causes confided to the member such means only as are consistent with truth;
- (B) Shall not seek to mislead the judge, judicial officer, or jury by an artifice or false statement of fact or law;

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

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

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

Unlawful detainers are summary proceedings and as such require strict compliance with the law, to permit these defendant attorneys in this case to conspire with his clients to evict a defendant in an unlawful detainer when the attorneys signed on behalf of the property owner 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.
10
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DATED:
Feb 16, 2010



SHARON BUDGEON

28

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 1025 of the Civil Code knew 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 10. That Exhibits 1-5 are true and correct copies of the originals and submitted
8 herewith.

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

11 Dated: Feb. 16 2010

12 At San Francisco, California



13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
Sharon Bridgewater

POINTS AND AUTHORITIES

11

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

4 In this case clearly a civil wrong has been committed against plaintiff herein by
5 attorneys in question herein as clearly when your client requests an attorney to violate the laws of
6 evidence and misrepresent the facts to a court requires the issuance of authorization to bring this
7 law suit against defendants Kimball, Tirey & St. John, LLP and the attorney Jane Creason.
8

9 The acts complained of herein as stated in the verified complaint of plaintiff and
10 attached hereto as Exhibit 1 clearly shows and makes a prima Facia showing that plaintiff will
11 prevail in this cause of action against the defendant attorneys and the law firm, as it is axiomatic
12 that you cannot proceed on an unlawful detainer for non payment of rent when all the demands
13 of the "Notice to Pay Rent or Quit" were met and accepted by parties to the unlawful detainer.
14 As the Court of appeal stated in **Burtscher v. Burtscher**, 26 Cal. App. 4th 720 (1994) held as
15 follows:
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
a notice to quit, filing an unlawful detainer action and getting
a court order. Hobbs actively participated in conduct that went
way beyond the role of legal representative: self-help is not
the practice of law. The facts establish a prima facie case.
24

25 In this case as stated above the attorneys while representing the Hayes Valley Limited
26 Partnerships et al in bring an unlawful detainer, decided to deceive the Court and plaintiff herein
27 in violation of California Criminal statute, to wit section 6128 (a) of the Business & Professions
28 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 4th 297 (2007)
12 stated the controlling principles of law as follows:

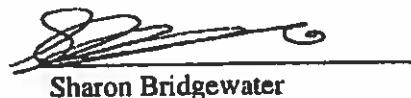
13 "A civil conspiracy however atrocious,
14 does not per se give rise to a cause of
15 action unless a civil wrong has been
16 committed resulting in damage. [Citations]."
17 "The elements of an action for civil conspiracy
18 are the formation and operation of the conspiracy
19 and damage resulting 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

28 In this case the attorneys sought to deceive the Court in violation of B & P Code
29 section 6128 (a) that he unlawful detainer could proceed, when in fact the Court never had
30 jurisdiction to enter into said agreement for plaintiff herein to vacate the apartment in question as
31 all rents demanded were in fact paid and accepted by the Hayes Valley Limited Partnership.
32

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

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1 Sharon Bridgewater
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4 In Pro Per
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6

7 **SEPARATE STATEMENT OF UNDISPUTED FACTS**

8 Sharon Bridgewater,

9 Plaintiff,

10 Vs.

11 Shawn Bankson, Jane Creason, Kimball, Tirey
12 & St. John, LLP. and Does 1 through 50
13 inclusive Inc. and Does 1 through 50

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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 client Hayes Valley Limited Partnership had
14 accepted rental payment after the filing and service of the unlawful detainer.

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

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

Exhibit 6

23 This is proven by a copy of the rental ledger attached hereto as Exhibit 6, which the
24 witnesses would have had to testify that the rents were collected for the time frame as alleged
25 under penalty of perjury by Mr. Bankson, clearly the under said proof plaintiff would have been
26 entitled to a judgment as a matter of law.
27
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 Dated ~~February 16, 2010~~
12 *Feb 16, 2010*


13 Sharon Bridgewater
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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.

5) 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 be 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 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 see#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 intent 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 proceeded 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, s [redacted]

6) Defendant law firm Kimball, Tirey & St. John holds themselves out as specialists in unlawful detainees 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 Entitled "What you should Know: Evictions the Right to a Jury Trial, see ██████████).

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 payment

7) [REDACTED], 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

1
2 **SEPARATE STATEMENT OF UNDISPUTED FACTS**

3 **UNDISPUTED FACTS**

4 **PROOF OF FACTS**

5 (cont.)

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

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

19 Bridgewater only owed \$424.98 in
20 Feb. 2008. see Exhibit(4) rental
21 ledger

22 Dated ~~Aug 16, 2010~~

23 Feb 16, 2010

24 Sharon Bridgewater

25 Cc

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 Feb 16, 2010
At San Francisco, California

Sharon Bridgewater

EXHIBIT 1

Sharon Bridgewater
12070 W. Outer Drive
Detroit, MI 48223

In Pro Person

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

Sharon Bridgewater,

CASE No. CV-

Plaintiff,

**COMPLAINT FOR MONETARY
DAMAGES AND INJUNCTIVE RELIEF**

Vg.

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

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

Defendants.

**VERIFIED COMPLAINT FOR
MONETARY DAMAGES AND INJUNCTIVE RELIEF**

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 5th and 14th 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. §1337, 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.

1
2
3 **DEFENDANTS**
4
5
6

7 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
9 California.
10 9. Shawn Bankson in an employee of Kimball, Tirey and St. John, and his principle place of
business and employment is in California and citizenship is in California.
11 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.
12 11. The law firm, Kimball, Tirey and St. John, have offices throughout the State of
13 California it's major cities and has been in business since 1977.
14 12. Shawn Bankson, and Jane Creason were at all times mentioned herein the attorney(s)
15 employed by Kimball, Tirey and St. John.
16 13. The Defendants Shawn Bankson, and Jane Creason, as members of the law firm Kimball,
17 Tirey & St. John LLP, as attorneys are officers of the Court and have unquestionable duty
18 to the Court to avoid misrepresentations of known facts to the Court.
19 14. Defendants Shawn Bankson, Jane Creason and the law firm Kimball, Tirey & St. John by
20 signing the unlawful detainer complaint waived their attorney-client privilege and
21 attorney-client work products under California Law.
22 15. A partnership and each of its partners are responsible for the wrongful conduct of a
23 partner acting within the scope of his or her employment; and, each attorney is
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1 to be held personally responsible.

2 13. The defendants may be served at 1202 Kettner Blvd., Suite 3000
3 San Diego, CA 92101
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8 **PLAINTIFF**
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16. Plaintiff was born and raised in Saginaw, Michigan, and her citizenship is in
Detroit, Michigan.

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

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

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

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

20. Plaintiff had just started a Real Estate Investment/Solar Energy Company had received
“promising Investment Partners” with promises from Investments Partners in excess two
million dollars for corporate purposes.

- 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.
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Predicates and Background to this complaint

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

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

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

19 Shawn Bankson and Jane Creason employed by the law firm represented Hayes Valley
20 Limited Partnership in an unlawful detainer lawsuit for possession of Plaintiff apartment,
21 commonly known as 427 Page Street, San Francisco, CA.
22

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

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

4 The case came to trial, the defendant then concealed from the Judge that Plaintiff was in
5 peaceful, legal, lawful possession of the premises, and that they had accepted all rents as
6 demanded, executed and enforced a Stipulated Judgment the court did not have jurisdiction to
7 entertain for possession of premises and forced the Plaintiff to move pursuant to the Stipulated
8 Judgment without due process of law and violated Plaintiff of her due process (civil) rights.
9

10 The defendant clients Hayes Valley Limited Partnership were collecting rents (not license to
11 collect rents), in violation of Business and Professional Code section 10131(b) since the
12 commencement of their business in 1997.
13

14

15

16

17 **STANDARD OF REVIEW**

18 28. The Stipulated Judgment obtained by the defendants dated Feb. 19, 2008 is "Totally"
19
20 **NULL and VOID and without any legal effect.**

21 a) The defendants never met the pre-requisite statutory requirement (service of a
22 "proper" notice to pay rent or quit) to file an unlawful detainer lawsuit in the
23 Superior Court of California.
24
25 b) Lacked due process of law.
26
27 c) The defendants accepted all rents as demanded in the unlawful detainer lawsuit
28 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 c) 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 30. A Summary judgment may be granted if "the pleadings, and the materials on file, and
18 any affidavits [or declarations] show that there is no genuine issue as to any material fact
19 and that the movant is entitled to judgment as a matter of law." Fed R. Civil P.56(c)

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 hearing "pre-hearing 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)

Complaint for Monetary Damages and Injunctive Relief

9

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
7 38. Bridgewater immediately petitioned the court and received a vacated judgment by a
8 Superior Court Judge.(see exhibit 9)
9
10 39. THE CASE REQUIRED AN IMMEDIATE DISMISSAL.
11
12 40. The defendants disregarded the vacated judgment and continued to maliciously
13 prosecute case for financial gain. (Bridgewater received instructions from her section 8
14 worker to move out of her new apartment on Oakdale Street, San Francisco, CA, because
15 the defendant's client would not release her section 8 payment rental assistance voucher
16 to her new apartment on Oakdale, because Bridgewater had exercised her legal right and
17 obtained a vacated Judgment for possession of the premises.)
18
19 Bridgewater moved back into the premises at Hayes Valley
20
21 41. On Feb. 19, 2008, at the trial, during the mandatory settlement conference, the
22 defendants concealed from the Judge that Plaintiff was in legal, lawful possession of
23 the rental unit.
24
25 43. The defendants then executed and enforced a Stipulated Judgment the court did not
26 have jurisdiction to entertain, forced Plaintiff to move pursuant to the Stipulated
27 Judgment and deprived Plaintiff property without due process of law and violated
28 Plaintiff 5th and 14th amendment due process rights as secured by the US
 Constitution.(see exhibit 10 Bridgewater was forced to move pursuant to the Stipulated
 Judgment was rendered homeless and displaced and just obtained stable housing in

1 June 2009.

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

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

14
15 45. The defendants waived their attorney client work product and are liable for their actions.
16 46. On Feb. 19, 2008, at trial, during the mandatory settlement conference, Jane Creason, an
17 Officer of the Court, concealed from the Judge that Bridgewater was in legal, lawful
18 possession of the rental unit and that all rents were paid as demanded.
19 47. The defendants then executed and enforced the Stipulated Judgment the court did not
20 have jurisdiction to entertain and deprived Bridgewater property without due process of
21 law and violated Plaintiff civil rights.
22 48. Creason, an attorney and Officer of the court was under a duty to disclose to the Judge
23 that Bridgewater was in legal, lawful possession of the rental unit and that all rents were
24 paid as demanded.
25 49. The judge relied on Creason to uphold her duty as an attorney to be truthful and honest.
26
27
28

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
10 50. Bridgewater is entitled to compensatory, special, statutory damages.
11
12 51. The defendants in acting with fraud, malice, oppression and reckless disregard are liable to
13 Plaintiff for punitive damages subject to the net worth of said defendants pursuant to CCP
14 § 3294 (c)
15
16 52. Plaintiff requests an award of punitive damages according to proof at trial.
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
28 54. The defendants waived their attorney client work product and are liable for their actions.

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
4 56. The case required an immediate dismissal.
5
6 57. Bridgewater was in peaceful, quiet, lawful possession of the rental unit.
7
8 58. On Feb. 19, 2008, at trial, the defendants concealed from the Judge that Bridgewater was
9 in legal, lawful possession of the rental unit and all rents were paid as demanded.
10
11 59. The defendants then, executed and enforced a Stipulated Judgment the court did not have
12 jurisdiction to entertain without due process of law and forced Bridgewater to moved from
13 the property and deprived Plaintiff property without due process of law and violated
14 Plaintiff civil rights(due process rights) as secured by the United States Constitution.
15
16 60. The defendants maliciously, willingly, knowingly and intentionally, maliciously
17 prosecuted the case for financial gain.
18
19 61. The defendants intended, willfully and knowingly maliciously prosecute the case for
20 financial gain.
21
22 62. The defendant's actions constitute malicious prosecution, and proximately caused
23 Bridgewater damage. Bridgewater has been harmed by the defendant's actions and has a
24 damage claim.
25
26 63. Bridgewater is entitled to compensatory, special, statutory damages.
27
28 64. 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)
65. Plaintiff requests an award of punative damages according to proof at trial.

THIRD CLAIM FOR RELIEF
Violation Of PLAINTIFF 5th and 14th 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 5th and 14th 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" 5th and 14th amendment due process civil rights as secured by the United States Constitution.
72. The defendants knowingly, willingly and intended to violate Plaintiff 5th and 14th amendment due process rights as secured by the United States constitution.
73. The actions of the defendants constitute violation of Plaintiff 5th and 14th 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 76. The defendants in acting with fraud, malice, oppression and reckless disregard are liable
4 to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to
5 CCP § 3294 (c)

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

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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 80. The defendants intended, willfully and knowingly conspired.

20 81. The defendant's actions constitute conspiracy.

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

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

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

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

FIFTH CLAIM FOR RELIEF

5 **CONSPIRACY TO VIOLATE Plaintiff's 5TH AND 14TH AMENDMENT**
6 **DUE PROCESS RIGHT (CIVIL)**
7 **AGAINST JANE CREASON AND ALL DEFENDANTS and Does 1 through 50 inclusive.**

8
9 79. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

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

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

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

19 85. The defendants intended, willfully and knowingly conspired to violate of Plaintiff 5th and
20 14th federally protected due process (civil) rights as secured by the U.S. Constitution.

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

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

25 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.
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11 **SIXTH CLAIM FOR RELIEF**
12
13 **FOR**
COMMON LAW FORCIBLE DETAINER
AGAINST JANE CREASON AND ALL DEFENDANTS and Does 1 through 50 inclusive.
14

15 88. All preceding paragraphs are hereby incorporated by reference as if fully set forth
16
17 89. At all times mentioned Plaintiff had a right to legal possession of the premises. Plaintiff
18 was in peaceful, lawful, possession of the premises. Plaintiff had a right to be free from
19 threat, coercion and force by any party. Plaintiff had a right to due process ~~of law~~ of law.
20 ~~termination of lease~~

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 94. Bridgewater have been injured and damaged and have damages.
10
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
22 **VIOLATION OF THE AMERICANS WITH DISABILITIES ACT(ADA)
AGAINST ALL DEFENDANTS and Does 1 through 50 inclusive AGAINST JANE
CREASON AND ALL DEFENDANTS and Does 1 through 50 inclusive.**
23
24
25
26 98. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.
27 99. The defendants waived their attorney client work product and are liable for their actions.
28 100. Bridgewater at all times mentioned had a disability within the meaning of ADA, and was
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.

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

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

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

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

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

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

16 109. Bridgewater have been harmed and damaged by the defendants actions and
17 has a damage claim.

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

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

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

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

1
2
3
4
EIGHTH CLAIM FOR RELIEF
5
6
FOR
INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS
7
AGAINST JANE CREASON AND ALL DEFENDANTS and Does 1 through 50 inclusive.
8

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

10 115. The defendants conduct was outrageous.

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

13
14 117. The Defendants intentionally inflicted severe emotional distress by was of extreme and
15 outrageous conduct on Plaintiff.

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

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

21
22 120. Bridgewater have been injured and damaged and have damages.

23
24 121. Bridgewater is entitled to compensatory, special damages.

25
26 122. 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
27 CCP § 3294 (c)

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

NINTH CLAIM FOR RELIEF

FOR

**TORTIOUS INTERFERENCE 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 willfully tortuously interfered and disrupted Plaintiff lease agreement.

138. The defendants conduct constitutes tortious 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.

1 141. 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 to
3 CCP § 3294 (c)
4

5 142. Plaintiff requests an award of punative damages according to proof at trial.
6
7
8

9 **TENTH CLAIM FOR RELIEF**

10 **FOR**
11 **TORTIOUS INERFERENCE WITH PLAINTIFF QUIET ENJOYMENT OF**
12 **THE PREMISES AT HAYES VALLEY**
13 **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
145. Plaintiff and had a right to use the premises and a right to peaceful, quiet, possession and
146. On Feb. 19, 2008 the defendants the defendant committed fraud, executed and enforced a
147. The Defendants intentionally, knowingly and willing interfered and disrupted Plaintiff
148. quiet enjoyment and use of the premises.
149.

1 148. The defendants conduct constitutes tortious interference with Plaintiff quiet enjoyment
2 and proximately caused the Plaintiff damage.
3
4 149. Bridgewater have been injured and damaged and have damages.
5
6 150. Bridgewater is entitled to compensatory, special damages.
7
8 151. The defendants in acting with fraud, malice, oppression and reckless disregard are liable
9 to Plaintiff for punitive damages subject to the net worth of said defendants pursuant to
CCP § 3294 (c)
10
11 152. Plaintiff requests an award of punative damages according to proof at trial.
12
13
14
15 **ELEVENTH CLAIM FOR RELIEF**
16
17 **FOR**
VIOLATION OF THE FAIR DEBT COLLECTION PRACTICE ACT
AGAINST SHAWN BANKSON, JANE CREASON AND ALL DEFENDANTS and Does
1 through 50 inclusive.
18

19 114. All preceding paragraphs are hereby incorporated by reference as if fully set forth
20
21 115. At all times the defendants were debt collectors for their client.
22
23 116. The act provides that in collecting a debt fraudulent, deceptive and unfair
Debt collection practices shall not be used.
24
25 117. The Defendants used fraudulent, deceptive and unfair debt collection practices in obtaining
possession of the apartment unit.
26
27 118. The defendants conduct constitutes violation of the fair debt collection practice act.
28

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

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

121. Bridgewater is entitled to compensatory, special damages.

122. 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 to
3 CCP § 3294 (c)

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

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

- 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)
- 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 3. For Special, General Damages and Third Claim of Relief Violation of Plaintiff
22 5th and 14th amendment due process rights(civil)as secured by the United States
23 Constitution in the amount of \$1,000,000(one million)
- 25 4. For Special and General Damages for the fourth Claim of Relief Conspiracy in
26 the amount of \$100,000.00(one hundred thousand)

- 1 5. For Special and General Damages for the fifth Claim of relief for Conspiracy to
- 2 Violate of Plaintiff 5th and 14th 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.

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

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 COURTS HELP IN COMPLETELY THE TEMPORARY RESTRAINING
6 ORDER TO FILL IN THE BLANKS ON THE TEMPORARY RESTRAINING
7 ORDER.

8 31. ORDER THE DEFENDANT TO PAY.

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

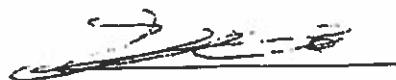
10 33. Consolidate this case with Hayes Valley Limited Partnership

11 34. Plaintiff request separate trials.

12 35. Appoint Counsel for the Plaintiff.

13 35. For any other remedies and/or further relief as the court may deem proper
14 and just.

15
16
17
18
19
20
21 Respectfully submitted,



22 Sharon Bridgewater

23 DATED: FEB. 16 2010

EXHIBIT 2

1 KIMBALL, TIREY & ST. JOHN, LLP
2 Jane L. Creason Bar No. 189094
3 5994 W. Las Positas Blvd., Suite 219
4 (800) 525-1690
5 (800) 281-1911 (fax)

6 Attorney for Plaintiff
7 HAYES VALLEY LIMITED PARTNERSHIP

FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO
FEB 19 2008

GORDON PARK-LI, Clerk
FEB 19 2008
FEB 19 2008

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO
9
10

11 HAYES VALLEY LIMITED PARTNERSHIP

12 Plaintiff,
13 Vs.

14 Case No.: CUD-06-617995

15 STIPULATION FOR ENTRY OF JUDGMENT
16 AND ORDER THEREON

17 SHARON BRIDgewater

18 Defendant

19 DOES 1 TO 10 INCLUSIVE

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

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

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

April 30

1

5

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

2 4. The rental agreement/lease under which Defendant holds possession of said

3 property is forfeited on April 30, 2008. (Signature)

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

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

8 7. Plaintiff shall return Defendant's security deposit in ~~the amount of \$600.00~~
9 accordance with California law. (Signature) 6/17
10 exchange for keys on ~~March 17, 2008~~.

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

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

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

20 11. This stipulation shall be dispositive of all issues raised in Plaintiff's Complaint and
21 all affirmative defenses which could have been raised in Defendant's Answer, and ~~any other~~
22 ~~cross-claims, counter-claims, and/or third-party claims~~ ~~initially asserted~~ (Signature) (Signature)

23 12. It is further stipulated that facsimile signatures shall be deemed originals, per
24 California Rules of Court, Rule 2.305 (d) and that this Stipulation may be executed in
25 26
27 28

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 reserves the right to sue in the further and
8 do not give up all claims pertaining to further lawsuits.

9 Dated: 2/19/08

10 Defendant- SHARON BRIDGEWATER

11 Dated: 2/19/08

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

15 Dated: 2/19/08

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

20 ORDER

21 IT IS SO ORDERED:

22 Dated: 2-19-08

23 JUDGE/COMMISSIONER OF THE SUPERIOR COURT

BLUEBIRD 1990 47

EXHIBIT 3

ATTORNEY OR PARTY WITHOUT ATTORNEY (Print, Type, or Type and Address)
SHAWN BANKSON
SHAWN BANKSON, BAR #223638
KIMBALL, TIREY & ST. JOHN
5954 W. LAS POSITAS BOULEVARD #219
PLEASANTON, CA 94568
TELEPHONE: 800-525-1630
EMAIL ADDRESS (optional)
ATTORNEY FOR PLAINTIFF

PLAINTIFF
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: COUNTY OF SAN FRANCISCO
MAIL ADDRESS: 400 McAllister, 1st Floor
CITY AND ZIP CODE: San Francisco, California 94102
BRANCH NAME: Limited Civil Jurisdiction
PLAINTIFF: HAYES VALLEY LIMITED PARTNERSHIP

UD-100
 FOR COURT USE ONLY

FILED
 San Francisco County Superior Court

APR 3 4 2011

*GORDON PARKER Clark
 Michael Cooper
 Deborah Steffe Deputy Clerk*

DEFENDANT: SHARON BRIDgewater

DOES 1 TO 10 INCLUSIVE
 COMPLAINT AMENDED COMPLAINT (Attendant Number):

CASE NUMBER
CD - 06 617995

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

ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000)
 ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply):

from unlimited to general unlimited civil (possession not in issue)
 from unlimited to general limited civil (possession not in issue)

from limited to unlimited
 from unlimited to limited

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

alleges causes of action against DEFENDANT (name each): **SHARON BRIDgewater**

2. a. Plaintiff is an individual over the age of 18 years: a partnership.
 a public agency. a corporation.
 other (specify): **LIMITED PARTNERSHIP**

b. Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
427 PAGE STREET, SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94102

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

4. Plaintiff's interest in the premises is as owner other (specify):

5. The true names and capacities of defendants used as Does are unknown to plaintiff.
 6. a. On or about (date): **1/3/2005** defendant (name each): **SHARON BRIDgewater**

b. This written oral agreement was made with
 (1) plaintiff
 (2) plaintiff's agent.
 (3) plaintiff's predecessor in interest.
 (4) other (specify):

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

COMPLAINT—UNLAWFUL DETAINER

Legal
 Solutions
 Co., P.L.L.C.

Form Approved for General Use
 Judicial Branch of California
 UD-100 Rev. July 1, 2002

Page 1 of 2
 Cal. Civil. S. 1180 et seq.
 Date of Civil Procedure 05/22/12, 1106

PLAINTIFF (Name): HAYES VALLEY LIMITED PARTNERSHIP
 DEFENDANT (Name): SHARON BRIDGEMAN

COURTNUMBER

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(7)).

7. a. Defendant (Name): SHARON BRIDGEMAN

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

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. § 1165.)

f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) to a different manner, as stated in Attachment 6c. (Check Item 6c 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 handing a copy with (name or description):

a person of suitable age and discretion, on (date):

residence business AND mailing a copy to defendant at defendant's place of residence on (date):

(3) by posting a copy on the premises on (date):

residing at the premises AND mailing a copy to defendant at the premises on (date):

(4) because defendant's residence and usual place of business cannot be ascertained OR

(5) (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):

(6) (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written

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 VALUE LIMITED PARTNERSHIP	CASE NUMBER:
DEFENDANT (Name): SHARON BRIDGERATER	

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 \$600 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, state of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

15. Other allegations are stated in Attachment 15.

16. Plaintiff accepts the jurisdictional limit, if any, of the court.

17. PLAINTIFF REQUESTS:

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

- 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.
- statutory damages up to \$600 for the conduct alleged in Item 12.
- other (specify):

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

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, § 58 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)

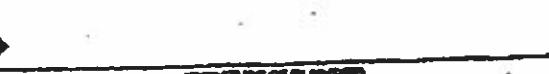

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

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)

1
2 **VERIFICATION**
3

4 I, the undersigned, say;

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

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



13
14 KIMBALL, TIREY & ST. JOHN
15
16 Attorney for Plaintiff
17
18 By: SHAWN K. BANKSON
19
20
21
22
23
24
25
26
27
28

BLUE
PRINT

EXHIBIT 4

Apr 17 06 08:56a Hayes Valley Apartments 415-487-1830
Hayes Valley Apartments
401 Rose Street
San Francisco, CA 94102
Phone 415-487-1218
Fax 415-487-1834

p.3

NOTICE TO PAY RENT OR QUIT

To: Sharon Bridgewater AND ALL OTHERS IN POSSESSION:

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

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

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

The premises herein referred to is situated in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of California, designated by the 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 Rosen for Hayes Valley Apartments

COPY

04/17/2006 MON 8:43 EXHIBIT NO. (1694)

10006 (2)