

Hayes Valley Apartment401 Rose Street
San Francisco, CA 94102

Phone 415-487-1218

Fax 415-487-1834

Page 1 of 2

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:

\$78.00	From	November 1, 2007	Through	November 30, 2007
\$78.00	From	October 1, 2007	Through	October 31, 2007
\$78.00	From	September 1, 2007	Through	September 30, 2007
\$78.00	From	August 1, 2007	Through	August 31, 2007
\$78.00	From	July 1, 2007	Through	July 31, 2007

Or you are hereby required to deliver up possession of the hereinafter 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 as 656 Fell Street 94102

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.

EXHIBIT 5

UNDISPUTED FACTS**PROOF OF FACTS**

1) Attorney Shawn Bankson on behalf Defendants Hayes Valley Limited Partnership Signed the verification of the unlawful detainer In case No. 617995 alleging a cause of action for Eviction for non-payment of rent for the period Of time From 9/1/2005 to 3/31/2006 for possession Of the premises of 427 Page St. San Francisco California.

2) Plaintiff Bridgewater was served a "Five Day Notice to Pay Rent or Quit dated April 12, 2006 in CUD-06-617995" (improper notice)

3) Plaintiff Bridgewater paid made a rent payment of \$207.00, which was accepted by Hayes Valley Limited Partnership on June 13, 2006, and another Rent payment on July 10, 2006 of \$207, Aug. 23, 2006, \$207.00, Sept 15, 2006, 207.00, Oct. 18., 2006, \$207, Nov. 21, 2006, \$207.00, Dec. 15, 2006, \$207. Feb. 13, 2007, \$414.00, March 28, 2007, 207.00, June 11, 2007, \$414.00, all of these payments were accepted by Hayes Valley Limited Partnership for rent payments for rental unit commonly known 427 Page Street, San Francisco, California making total rental Payments made and accepted after the Five Day Notice to pay rent or quit of \$2,484.00.

4) Plaintiff Bridgewater was served with a "second" five day Notice to Pay rent or Quit In Unlawful Detainer CUD-06-617995 Dated Nov. 12, 2007 (improper notice)

5) Plaintiff Bridgewater had credit Balances on her rental ledger. Plaintiff Was not delinquent in rent for the months July, 2007, August 2007. Sept 2007 and Owed \$62.74 in Oct. 2007

6) A writ for possession of Bridgewater Premises was received on X-MAS day after Dec. 24, 2007,

1) See Request for Judicial Notice of the unlawful detainer in case No. 617995, see ~~Exhibit (1)~~. Attorney Shawn Bankson signed the unlawful detainer seeking possession of the premises commonly known as 427 Page Street San Francisco, California.

2) Request for Judicial Notice dated ~~and Exhibit (1)~~

3) Copy of Rental Ledger for 427 Page Street, San Francisco for Sharon Bridgewater's unit showing and proving rental payment in excess of that what was demanded in the five day notice to pay rent or quit dated April 12, 2006 in the amount of \$749.00, see Exhibit (1) and Exhibit (2) Rental Ledger for 427 Page St. San Francisco, California showing rents paid and accepted after the filing of the unlawful detainer.

4) Request for Judicial Notice dated and Exhibit (1)

5) Copy of Rental Ledger Bridgewater had credit balances ~~Exhibit (1) and Exhibit (2)~~

6) Request for Judicial Notice dated and Exhibit (1)

UNDISPUTED FACTS

PROOF OF FACTS

7) Bridgewater received a vacated Judgment ***
Of possession of premises on
Jan. 22, 2208

7) Request for Judicial Notice dated
and Exhibit (11)

8) Bridgewater became the prevailing party
In case CUD-06-617995

*** 8) Defendant never amended the
complaint nor did the defendant
DISMISS THE UNLAWFUL
DETAINER LAWSUIT
CUD-06-617995

FRAUD

~~6/14/08~~ * Stipulated Judgment, Feb 14, 2008

9) On the very day set for trial the attorneys
Shawn Bankson, Jane Creason and the law firm
Kimball, Tirey & St. John, LLP conspired with
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.

V O I D

9) The rental ledger shows and proves
that all rents for the period demanded
in the unlawful detainer were in fact
paid and accepted by Hayes Valley
Limited Partnership which prevented
any eviction against plaintiff
Bridgewater and irrespective of said
knowledge which must imputed to
attorneys as the only element of the
Unlawful detainer for non-payment
requires testimony from the keeper
the rental payment history for
apartment 427 Page Street, San
San Francisco, California which
shows all rental payments were
accepted and no balance was due,
as such by operation of law no
Stipulated Judgment for possession
premises could have been
entertained by the Court.

10) 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

10) California B. & P Code § 6068 Subd (b)
that Attorneys are obligated by oath to give
due respect for the Courts and it is a crime to
utilize deceit or collusion with intend to

1 the judicial tribunals before whom
 2 he practices his profession and defendant
 3 attorneys in this case violates their oath
 4 of office when they restored to deception
 5 in the unlawful detainer case at the request
 6 of their clients Hayes Valley Limited
 7 Partnership to proceed with the eviction
 8 when the all rental payments demanded in
 9 the unlawful detainer were in fact paid.
 10 Those Attorneys Shawn Bankson, Jane
 11 Creason and the law firm of Kimball,
 12 Tirey & St. John, LLP then in furtherance
 13 of the request of their clients still proceeded
 14 prosecute the unlawful detainer by deceiving
 15 not only plaintiff Bridgewater, but also this
 16 Court, in violation of B & P Code § 6128 (a)
 17 which is a criminal violation of California
 18 Law for an attorney to do so.

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 22 11) Defendant law firm Kimball, Tirey &
 23 St. John holds themselves out as specialists
 24 in Unlawful detainers and at all times knew
 25 that acceptance of rental payments by the
 26 landlord requires dismissal of the unlawful
 27 detainer.

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 misused the court
 so that Hayes Valley Limited Partnership
 could obtain plaintiff apartment even
 through by operation of law no Judgment
 could have gone forward and no as all rental
 payments as demanded in the complaint
 for unlawful detainer were in fact paid and
 accepted by Hayes Valley Limited to
 Partnership. Attorneys Shawn Bankson,
 Jane Creason and law firm of Kimball,
 Tirey & St. John agreed to utilize deceit and
 collusion with the intent to deceive not only
 Plaintiff Bridgewater, but also the Court by
 artifice and false statement of fact and law,
 and done at the request of Hayes Valley
 Limited Partnership and by ratifying said
 Request this is civil conspiracy as the
 unlawful detainer could not have proceed
 as plaintiff was entitled to a judgment as a
 matter of law as the rental amount as
 demanded in the complaint was paid and
 accepted by Hayes Valley Limited
 Partnership. This was done on the very date
 Set for trial date which the attorneys in
 question in preparing for trial knew at all
 times that all rental payments were accepted
 for the amount demanded in the Notice to
 pay rent or quit and still proceeded in
 evicting plaintiff Bridgewater, see Exh 5)

11) 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 Exhibit
 (12 last p).

PA-66-2

1
2 12) Plaintiff was at all times mentioned herein
3 as a defendant in an unlawful detainer for
4 non-payment of rent was entitled to a dismissal
5 of the complaint by operation of law, to wit that
6 all rental payments demanded in the unlawful
7 detainer were made. These attorneys at all times
8 had a duty not to deceive either plaintiff or the
9 the court about the acceptance of the rental payments.

12) Exhibit(), shows that defendants atty
hold themselves out to the Public as being a
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
under B & P Code § 6068 (d) and
6128 (a) and Rule 3-200 (a) & (b)
and California Rules of Professional
Rule 5-200 (a) & (b) which places a
Duty on opposition legal counsel in
this Case.

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13 Feb 16, 2010
14 Dated: ~~Dec 8~~ 2009

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Sharon Bridgewater

Ledger

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MCCORMACK BARON RAGAN

Date : 12/8/2008

Resident Ledger (Non HAP)

Code	10016030	Property	0284	Lease From	10/24/2007
Name	Sharon Bridgewater	Unit	08-427	Lease To	12/31/2007
Address	417 Page Street	Status	Past	Move In	1/6/2005
		Rent	1600	Move Out	5/5/2008
City St. Zip	San Francisco, CA 94102	Phone(O)-		Phone(H)-	

Date	Description	Charge	Payment	Balance	Due / Paid
1/6/2005	Rent for 26 days	89.74		89.74	150.00
1/6/2005	Security Deposit	1,527.00		1,616.74	500.00
1/28/2005	chk# 08-077509838		400.00	1,216.74	140.00
1/28/2005	chk# 08-077509839		400.00	816.74	140.00
2/1/2005	Rent (02/2005)	107.00		923.74	140.00
2/4/2005	chk# 53739890815		107.00	816.74	140.00
3/1/2005	Rent (03/2005)	107.00		923.74	140.00
4/1/2005	Rent (04/2005)	107.00		1,030.74	210.00
4/19/2005	chk# 54116152816		321.00	709.74	140.00
5/1/2005	Rent (05/2005)	107.00		816.74	280.00
6/1/2005	Rent (06/2005)	107.00		923.74	280.00
7/1/2005	Rent (07/2005)	107.00		1,030.74	280.00
7/12/2005	chk# 46233134852		239.00	791.74	280.00
8/1/2005	Rent (08/2005)	107.00		898.74	380.00
8/12/2005	chk# 54475645323		500.00	398.74	310.00
8/31/2005	Late Charge	25.00		423.74	320.00
9/1/2005	Rent (09/2005)	107.00		530.74	330.00
9/13/2005	Late Charge	25.00		555.74	340.00
10/1/2005	Rent (10/2005)	107.00		662.74	350.00
10/11/2005	chk# 57-38843512		108.00	554.74	350.00
10/24/2005	Late Charge	25.00		579.74	370.00
11/1/2005	Rent (11/2005)	107.00		686.74	380.00
12/1/2005	Rent (12/2005)	107.00		793.74	400.00
12/8/2005	Late Charge	25.00		818.74	410.00
1/1/2006	Rent (01/2006)	107.00		925.74	430.00
2/1/2006	Rent (02/2006)	107.00		1,032.74	450.00
2/10/2006	Late Charge	25.00		1,057.74	460.00
3/1/2006	Rent (03/2006)	107.00		1,164.74	470.00
4/1/2006	Rent (04/2006)	107.00		1,271.74	530.00
5/1/2006	Rent (05/2006)	107.00		1,378.74	530.00

https://www.yardiaspla2.com/56634mccormack5012/reports/Resident_Ledger.asp?sAfford.. 12/8/2008

Ledger

5/5/2006	chk# 08-465025320		860.00	518.74	522357
6/1/2006	Rent (06/2006)	107.00		625.74	550553
6/9/2006	Late Charge	25.00		650.74	561674
6/13/2006	chk# 08-404049817		207.00	443.74	554636
7/1/2006	Rent (07/2006)	107.00		550.74	575039
7/10/2006	chk# 08-528140489		207.00	343.74	577304
8/1/2006	Rent (08/2006)	107.00		450.74	600282
8/23/2006	chk# 08-525478587		207.00	243.74	611679
9/1/2006	Rent (09/2006)	107.00		350.74	625150
9/8/2006	Late Charge	25.00		375.74	635724
9/15/2006	chk# 08-549863729		207.00	168.74	635321
10/1/2006	Rent (10/2006)	107.00		275.74	650183
10/9/2006	Late Charge	25.00		300.74	662460
10/19/2006	chk# 08-577660944		207.00	93.74	664103
11/1/2006	Rent (11/2006)	107.00		200.74	675349
11/10/2006	Late Charge	25.00		225.74	689135
11/21/2006	chk# 08-534078301		207.00	18.74	692008
12/1/2006	Rent (12/2006)	107.00		125.74	701828
12/12/2006	Late Charge	25.00		150.74	710658
12/15/2006	chk# 08-577661584		207.00	(56.26)	717452
1/1/2007	Rent (01/2007)	107.00		50.74	732087
1/11/2007	Late Charge	25.00		75.74	745339
1/15/2007	Rent (02/2007)	107.00		182.74	760558
2/5/2007	Late Charge	25.00		207.74	772147
2/13/2007	chk# 08-56377201582		414.00	(206.26)	770280
3/1/2007	Rent (03/2007)	107.00		(99.26)	788554
3/28/2007	chk# 08-669077082		207.00	(306.26)	801536
4/1/2007	Rent (04/2007)	107.00		(199.26)	811254
5/1/2007	Rent (05/2007)	107.00		(92.26)	837297
5/10/2007	Late Charge	25.00		(67.26)	849698
5/13/2007	Rent (06/2007)	107.00		39.74	862184
5/17/2007	Late Charge	25.00		64.74	873881
6/11/2007	chk# 08-703197234		207.00	(142.26)	875464
6/11/2007	chk# 08-703197230		207.00	(349.26)	875465
7/1/2007	Rent (07/2007)	107.00		(242.26)	888490
7/1/2007	Rent Adj 7/07	(29.00)		(271.26)	923495
7/10/2007	Late Charge	25.00		(246.26)	900247
8/1/2007	Rent (08/2007)	107.00		(139.26)	914902
8/1/2007	Rent Adj 8/07	(29.00)		(168.26)	953496
8/7/2007	Late Charge	25.00		(143.26)	925294
9/1/2007	Rent (09/2007)	107.00		(36.26)	941057
9/1/2007	Rent Adj 9/07	(29.00)		(65.26)	953497
9/7/2007	Late Charge	25.00		(40.26)	952286
10/1/2007	Rent (10/2007)	78.00		37.74	966690
10/9/2007	Late Charge	25.00		62.74	972185
11/1/2007	Rent (11/2007)	78.00		140.74	993070
11/6/2007	Late Charge	25.00		165.74	1004289

12/1/2007	Rent (12/2007)	78.00	243.74	1019153
1/1/2008	Rent (01/2008)	78.00	321.74	1044763
2/1/2008	Rent (02/2008)	78.00	399.74	1070374
2/8/2008	Life Charge	25.00	424.74	1083108
3/1/2008	Rent (03/2008)	78.00	502.74	1095200
4/1/2008	Rent (04/2008)	78.00	580.74	1120203
5/1/2008	Rent (05/2008)	78.00	658.74	1144239
5/5/2008	Security Deposit credit	(3,527.00)	(868.26)	1258927
5/5/2008	Rent (05/2008) Credit 25 days	(85.42)	(933.68)	1258928
5/6/2008	Amount to be refunded	215.42	(718.26)	1258900
6/4/2008	Invoice #686255 Complete carpet replacement, carpet left in awful condition	1,377.00	658.74	1181494
6/4/2008	Per settlement agreement Bridgewater allowed to stay through April 30, 2008 rent free	(658.74)	0.00	1181495

EXHIBIT 1

EXHIBIT 5

Kimball, Tirey & St. John 5994 W. Las Positas Blvd., #219 Pleasanton, CA 94588	RETURNING OFFICER (Name and Address) County of San Francisco San Francisco Sheriff Civil Section 1 Dr. Carlton B. Goodlett PL Rm 456 Civil Division San Francisco, CA 94102 (415) 554-7235	
NAME OF COURT, JUDICIAL DISTRICT OR BRANCH COURT, IF ANY: San Francisco - Superior Court 400 McAllister Street San Francisco, CA 94102	RETURNING OFFICER FILE NO.: 2007349192 COURT CASE NO.: CUD06617995	
PLAINTIFF: Hayes Valley Ltd. Partnership DEFENDANT: Sharon Bridgewater	Return on Writ of Possession	

I, Michael Hennessey, Sheriff, County of San Francisco, State of California, hereby certify that I received the annexed writ on 12/24/2007, and that the herein defendant(s):

Sharon Bridgewater

427 Page Street
 San Francisco, CA 94102

Was/were served with a notice to surrender the premises with five (5) days or I would proceed to enforce said writ. My proceedings under the writ, and the return there on, are those as indicated below:

Copy of Notice posted at premises on 12/26/2007
 Copy of Notice mailed to defendant(s) on 12/26/2007

I served the same by placing the plaintiff in quiet and peaceful possession of the premises on 1/16/2008. I returned said writ fully satisfied as to plaintiff's possession only and with accrued costs of \$75.00.

Michael Hennessey, Sheriff
 County of San Francisco
 State of California

Executed: January 16, 2008

By: *S. D. O'Connell #712*
 Sheriff's Authorized Agent

Return on Writ of Possession
 Original

160455

07-34919 EJ-13
FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number and address): SHAWN BANKSON SHAWN BANKSON, BAR #223638 KIMBALL, TIREY & ST. JOHN 5994 W. LAS POSITAS BOULEVARD #219 PLEASANTON, CA 94588 TELEPHONE NO.: 800-525-1690 FAX NO. (Optional):		<div style="font-size: 2em; font-weight: bold; margin: 0;">FILED</div> <div style="font-size: 0.8em; margin: 5px 0;">San Francisco County Superior Court</div> <div style="font-size: 1.2em; margin: 5px 0;">JAN 30 2008</div> <div style="font-size: 1.1em; margin: 5px 0;">GORDON PARK-LI, Clerk</div> <div style="font-size: 0.8em; margin: 5px 0;">BY: <u>[Signature]</u> Deputy Clerk</div>
E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): PLAINTIFF <input checked="" type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: COUNTY OF SAN FRANCISCO MAILING ADDRESS: 400 McAllister, 1st Floor CITY AND ZIP CODE: San Francisco, California 94102 BRANCH NAME: Limited Civil Jurisdiction		
PLAINTIFF: HAYES VALLEY LIMITED PARTNERSHIP DEFENDANT: SHARON BRIDGEWATER		
WRIT OF <input type="checkbox"/> EXECUTION (Money Judgment) <input checked="" type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input checked="" type="checkbox"/> Real Property		CASE NUMBER: CUD-06-617995

1. To the Sheriff or Marshal of the County of: **SAN FRANCISCO**

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accord with CCP 699.080 or CCP 715.040.

3. (Name): **HAYES VALLEY LIMITED PARTNERSHIP**
 is the ☒ judgment creditor ☐ assignee of record

whose address is shown on this form above the court's name.

4. Judgment debtor (name and last known address):

SHARON BRIDGEWATER
427 PAGE STREET
SAN FRANCISCO, CA 94102

☐ Additional judgment debtors on next page

5. Judgment entered on (date): **12/19/2007**

6. ☐ Judgment renewed on (dates):

7. Notice of sale under this writ

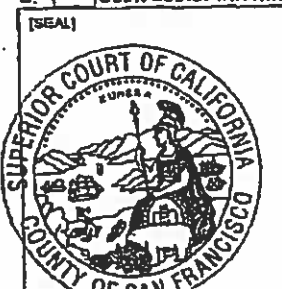
- a. ☒ has not been requested.
 b. ☐ has been requested (see next page).

8. ☐ Joint debtor information on next page.

9. ☒ See next page for information on real or personal property to be delivered under a writ of possession or sold under a writ of sale.
10. ☐ This writ is issued on a sister-state judgment.
- | | |
|---|----------|
| 11. Total judgment | \$ 0.00 |
| 12. Costs after judgment (per filed order or memo CCP 685.090) | \$ 0.00 |
| 13. Subtotal (add 11 and 12) | \$ 0.00 |
| 14. Credits | \$ 0.00 |
| 15. Subtotal (subtract 14 from 13) | \$ 0.00 |
| 16. Interest after judgment (per filed affidavit CCP 685.050) (not on GC 6103.5 fees) ... | \$ 0.00 |
| 17. Fee for issuance of writ | \$ 15.00 |
| 18. Total (add 15, 16, and 17) | \$ 15.00 |
19. Levying officer:
- (a) Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) of
 \$ 0.00 |

(b) Pay directly to court costs included in 11 and 17 (GC 6103.5, 68511.3; CCP 699.520(i))
 \$ 0.00 |

20. ☐ The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.



Form Approved for Optional Use
 Judicial Council of California
 EJ-130 (Rev. January 1, 2006)

Issued on (date): **DEC 21 2007**

GORDON PARK-LI

CAROLYN BALDWIN

Page 1 of 2

WRIT OF EXECUTION

Legal
 Solutions
 & Plus

Code of Civil Procedure, §§ 699.520, 712.010
 Government Code, § 6013.5

NOTICE TO PERSON SERVED: SEE NEXT PAGE FOR IMPORTANT INFORMATION.

⑪

1/11/08

Received from Sharon Bridgewater
three hundred forty + no/100
(Cash) down payment on \$500 deposit
for 1769. Datedate Ave, SF -

Balance of \$160 plus your
share of first + last month's rent
due ~~on~~ before move in date.

Suzanne Banford
Cathy Banford

333-9181

Cell. 816-1312

816-2204

SAN FRANCISCO HOUSING AUTHORITY
LEASED HOUSING DIVISION
 1815 EOBERT STREET
 SAN FRANCISCO, CA 94114
 (415) 715-3280 / (415) 715-3287-FAX

TENANT/DINNER ASSISTED LEASE
SECTION 8 HOUSING CHOICE
VOUCHER PROGRAM

1. Parties:
 Landlord **BANFORD, AUBRY/SUSANNE**
 Address **155 BEVERLY STREET**
SAN FRANCISCO, CA 94133

TENANT **SHARON BRIDGEMATER**

2. Unit:
 Address **1769 ORNDORF AV**
SAN FRANCISCO, CA 94124

The household consists of the following members:

SHARON BRIDGEMATER
JAMES BRIDGEMATER S

3. Term of Lease:
 The term of the lease shall be 12 months and shall end on 12/31/08. If the lease is not executed, the term shall be month to month basis effective the first day of the month of expiration of the lease term. The expiration date of this lease shall be 01.

4. Rent:
 A. \$ 717.00 shall be payable by the tenant.
 B. \$ 1,033.00 shall be payable by the tenant directly to the landlord.
 C. \$ 1,750.00 per month is the total rent amount the landlord will collect for the unit.
 D. The amount of the total monthly rent payable to the Landlord during the term of the lease (called the "contract rent") shall be determined in accordance with the Contract between the Landlord and the PHA.
 E. The portion of the Contract rent payable by the tenant ("tenant rent") shall be an amount determined by the PHA in accordance with HUD regulations and requirements. The amount of the tenant rent is subject to change as determined by the PHA during the term of the lease. Any change in the amount of the tenant rent will be stated in a written notice by the PHA to the tenant and the Landlord, stating the new amount and the effective date of the change. Initially and until such change the Tenant agrees to pay 1,033.00 per month to the Landlord as the tenant rent. The rent is due and payable on the first day of the month; the initial rent payment shall be prorated if the lease does not begin on the first day of the month.

SAN FRANCISCO GENERAL HOSPITAL SBA
MEDICAL CENTER (SFGMC)
ED AFTERCARE INSTRUCTIONS

Document 14-10 Filed 02/18/10 Page 6 of 7
EMERGENCY DEPARTMENT (ED)
1001 Potrero Avenue, San Francisco, CA 94110 (415) 206-8111

RESTRICTIONS/RELEASE NOTE

Name: _____
Was seen at SFGHMC-ED on _____
☐ You may return to work/school
☐ No work/school until _____
if unable to work at this time, see a private physician or your provider or return to the ED
☐ Modified work/no PE for _____ days
☐ Restrictions: _____

☐ No specific restrictions
☐ No use of affected part until seen in follow-up

NAME: GFLATER, SHARON
DOB: 11/11/52 F 0153 318 L 2
MRN: _____
PCP: _____ DATE: 01/04/08
Patient ID/Addressograph: _____

Drug	Strength	Quantity	Instructions
Calcium carbonate		take as directed	
		OTC	

Special Instructions
☐ Spanish ☐ Chinese ☐ Prepack ☐ No Safety ☐ No Generic

Physician Name (Print) & Signature _____

Prescriber name (Print) & Signature _____

CHN# _____

CA Lic# _____

Co-Sign Name (Print) & Signature _____

CHN#
PHARMACY

CA Lic# _____

DEA # _____

PATIENT

You have been given an emergency diagnosis only. IF YOU ARE NO BETTER IN 24-48 HOURS OR IF YOUR SYMPTOMS WORSEN AT ANY TIME, YOU SHOULD SEE YOUR DOCTOR OR RETURN TO THE EMERGENCY DEPARTMENT. IF YOU ARE NOT BACK TO NORMAL IN 7 DAYS, SEE YOUR DOCTOR OR RETURN TO THE EMERGENCY DEPARTMENT. IF YOUR ILLNESS OR INJURY WAS WORK RELATED, FOLLOW YOUR EMPLOYER'S POLICY FOR FOLLOW UP. Bring this sheet with you at follow up.

Your ED Attending was: Dr. Lynn Bui 031440 Problem/Diagnosis: Fr (L) Str prox metatarsal

These tests have been performed and will need follow up by your provider.

Discharge Instructions for the following conditions have been given:

Additional or Specific Instructions:

- (1) wear BUELOE BOOT - may remove for bathing (no wet dressing while off)
- (2) may weight bear as tolerated
- (3) take pain med. Vicodin 1-2 tablets every 4-6 hours for pain #30
Other will use plain Tylenol (4) take Cat's supplements, no smoking alcohol

Aftercare Instructions (see back of page): ☐ Wound Care / Sutures ☐ Stomach Flu ☐ Sprains / Bruises ☐ Neck / Back Pain ☐ Head Injury
☐ Colds / Bronchitis / Asthma / Emphysema ☐ Good nutrition

Discharge Adjunct(s): ☐ Interpreter ☐ Social Service ☐ Domestic Violence ☐ Other _____

☐ See your doctor or managed care provider in _____ days.

Follow Up Clinic	Date Requested	Appointment Date
Fr on Titus @	4/10/08 @	
see clinic 4-5F		

Follow Up Clinic	Date Requested	Appointment Date
1pm in 3M SFGH	per Dr. Kashyap	

☐ An appointment with the CHN is not available, call _____ clinic for an appointment in _____ days.

I have received and understand the discharge instructions given to me.

Signature: _____ Relationship (self/parent/guardian): _____ Date: _____
Provider: Erin Cunningham 031324 1/4/08
Print name: _____ Signature and title: _____ Date: _____

(415) 206-8111
ED phone #

PT NAME: BRIDGEWATER, SHARON MOM'S NAME:
DOB: 04/11/1962 AGE: 45 SEX: F RACE: 2 REL: NRP SSN: 373-74-2970
=====MRN: 01638018 PT NO: 163801800224 =
ADDR: 427 PAGE STREET ***ADVANCED DIRECTIVE INFORMATION***
CITY: SAN FRANCISCO **1) HAS PT EXECUTED AN AD? N **
ZIP: 94102- CNTY: SAN FRANCISCO **2) IS AD IN THE PTS MED REC? X **
COUNTRY: **3) HAS PT BEEN GIVEN AD INFO? Y **
PHONE: 415 573-7992 CA **4) DOES PT WISH TO REVISE AD? X **
ALT PHONE: TOBACCO USE IN PAST YEAR? **
IF YES, HAS INFO BEEN GIVEN? **

=====PR PROV: PR CLINIC:
ER REG DT/TM: 01/04/08 06:49 ADM DT/TM: 01/04/08 06:49
EXP ARR DT/TM: DSCH DT/TM:
ER DISP: LWBS: DSCH DISP: LAST ADM: / /
PT TYPE: E CASE STATUS: ET TRA NO: ID:
HOS SVC: EMR ADM SR/TP: PT COMPL: FRACTURE TO FOOT
NUR STA: ROOM/BED: ADM DIAG:
ADM DR: ACC CODE: DATE: TIME:
A DR: MCBETH, BRIAN D. SEVERITY: 4 TRIAGE: 06:34 1ST CALL:
FROM: ER LOC: WTR SUR DATE:
=====BY:=====

GUARANTOR: REL TO PT: S EMERGENCY CONTACT: REL TO PT:
BRIDGEWATER, SHARON
427 PAGE STREET
SAN FRANCISCO CA 94102
415 573-7992
SSN: 373-74-2970
GUARANTOR EMPLOYER: NEXT OF KIN: REL TO PT: NONE

=====SOC: RES STATUS: 8 PRIOR STAY IND:
A EFF: FAMILY SIZE: 01 PRIOR ADM DATE:
B EFF: GROSS MON INC: 0800 PRIOR DSCH DT:
LIQUID ASS: 00000001 INV FPL 100 HSF FPL WD15 STS: DT:
COUNTY/AID: 3860 SRC: 08 INCOME SOURCE:
EVC NUMBER: 7174N2LXHO HOMELESS IND: N STATUS: LHH RX:
SPEC PROG: VA STAT: N MARITAL STAT: S LANG: ENG INT:
=====

FC 2
COMPANY NAME ADDRESS CITY ST ZIP REL
1: 1 Y 202 MCAL FFS 373742970
E.D.S. P.O. BOX 15500 SACRAMENTO CA 95852
2:
3:
4:


=====COMMENTS:

PT INTVW: Y COA: Y COT:
DATE/TIME STAMP: 01/04/08 06:50 749JRA EW:
REG/ADM BY: 749JRA
VERIFIED BY:

EXHIBIT 6

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

Dated: 5/3/06


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

Dated: 5/3/06


Sharon Bridgewater
Defendant

Approved as to form and content:

Dated: 5/4/06

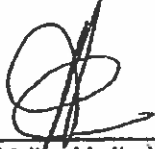

Shawn K. Bankson SBN 223638
KIMBALL, TIREY & ST. JOHN
Attorneys for Plaintiff

STIPULATION FOR ENTRY OF JUDGMENT; ORDER THEREON

EXHIBIT 6

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

Dated: 5/3/06


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

Dated: 5/3/06


Sharon Bridgewater
Defendant

Approved as to form and content:

Dated: 5/4/06


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

ENDORSED
FILED
San Francisco County Superior Court

MAY 11 2006

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

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

5 Attorney for Plaintiff
6 Hayes Valley Limited Partnership

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO
10

11
12 HAYES VALLEY LIMITED PARTNERSHIP
13 Plaintiff,

14 Vs.

15 SHARON BRIDGEWATER
16 Defendant(s)

17 DOES 1 TO 10 INCLUSIVE
18
19

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

20
21 IT IS SO STIPULATED by and between the parties hereto through Plaintiff's counsel, Kimball,
22 Tirey & St. John; Plaintiff, Hayes Valley Limited Partnership, and Defendant Sharon
23 Bridgewater that Judgment in the above-entitled action will be entered as follows should
24 Defendant fail to comply with any terms of this stipulation. Should Defendant fully and
25 voluntarily comply with all terms stipulated herein, Plaintiff agrees to dismiss this action with
26 prejudice pursuant to Paragraph 10, below:

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

1
STIPULATION FOR ENTRY OF JUDGMENT; ORDER THEREON

(A)

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

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

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

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

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

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

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

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

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

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

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

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

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

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

Apr 17 06 08:58a Hayes Valley Apartments 415-487-1830

P. 3

Hayes Valley Apartments
401 Rose Street
San Francisco, CA 94102
Phone 415-487-1218
Fax 415-487-1834

NOTICE TO PAY RENT OR QUIT

To: Sharon Bridgewater AND ALL OTHERS IN POSSESSION:

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

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

Or you are hereby required to deliver up possession of the hereinafter 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 Ravan for Hayes Valley Apartments

COPY

04/17/2006 MON 8:43 AM JOB NO. 15941 0003

EXHIBIT

(2)

EXHIBIT 7

Code of Civil Procedure § 425.12, 1960

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

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

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

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

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

f. ☒ (For residential property) A copy of the written agreement is not attached because (specify reason):

- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
 (2) ☒ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

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

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

- (1) ☐ 3-day notice to pay rent or quit
 (2) ☐ 30-day notice to quit
 (3) ☐ 60-day notice to quit
 (4) ☐ 3-day notice to perform covenants or quit
 (5) ☐ 3-day notice to quit
 (6) ☒ Other (specify): 5 DAY PAY/QUIT
 the period stated in the notice expired at the end of the day.
- b. (1) On (date): 4/17/2006
 (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. ☒ The notice included an election of forfeiture.
- e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by Items 7a-e and 8 for each defendant.)

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

- (1) ☒ by personally handing a copy to defendant on (date): 4/12/2006
 (2) ☐ by leaving a copy with (name or description): _____ at defendant's
 a person of suitable age and discretion, on (date): _____
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on _____
 (date): _____ because defendant cannot be found at defendant's residence or usual
 place of business.
 (3) ☐ by posting a copy on the premises on (date): _____ AND giving a copy to a person found
 residing at the premises AND mailing a copy to defendant at the premises on _____
 (date): _____
 (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR
 (b) ☐ because no person of suitable age or discretion can be found there.
 (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered mail
 addressed to defendant on (date): _____
 (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written
 commercial lease between the parties.

b. ☐ (Name):

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

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

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

PLAINTIFF (Name): RAYES VALDIA LIMITED PARTNERSHIP	CASE NUMBER:
DEFENDANT (Name): SHARON BRIDGEWATER	

9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. ☒ At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ 749.00
11. ☒ The fair rental value of the premises is \$ 3.51 per day.
12. ☐ 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.)
13. ☒ A written agreement between the parties provides for attorney fees.
14. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

- Plaintiff has met all applicable requirements of the ordinances.
15. ☒ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.
17. PLAINTIFF REQUESTS:

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

- f. ☒ damages at the rate stated in item 11 from (date): 4/1/2006 for each day that defendants remain in possession through entry of judgment.
- g. ☐ statutory damages up to \$600 for the conduct alleged in item 12.
- h. ☐ other (specify):

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

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

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

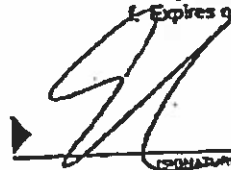
- a. Assistant's name:
- b. Street address, city, and zip code:

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

Date: 4/20/2006

SHAWN BANKSON

(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)
I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

VERIFICATION

I, the undersigned, say;

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

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



KIMBALL, TIREY & ST. JOHN

Attorney for Plaintiff

By: SHAWN K. BANKSON

EXHIBIT 8

Ledger

MCCORMACK BARON RAGAN

Date: 12/8/2008

Resident Ledger (Non HAP)

Code	0016030	Property	0284	Lease From	10/24/2007
Name	Sharon Bridgewater	Unit	08-427	Lease To	12/31/2007
Address	427 Page Street	Status	Past	Move In	1/6/2005
		Rent	1600	Move Out	5/5/2008
City St. Zip	San Francisco, CA 94102	Phone(O)-		Phone(H)-	

Date	Description	Charge	Payment	Balance	Chg/Rec
1/6/2005	Rent for 26 days	89.74		89.74	150236
1/6/2005	Security Deposit	1,527.00		1,616.74	150238
1/28/2005	chk# 08-077509838		400.00	1,216.74	145597
1/28/2005	chk# 08077509839		400.00	816.74	145598
2/1/2005	Rent (02/2005)	107.00		923.74	161220
2/4/2005	chk# 53739390815		107.00	816.74	157187
3/1/2005	Rent (03/2005)	107.00		923.74	188758
4/1/2005	Rent (04/2005)	107.00		1,030.74	213260
4/19/2005	chk# 54116152816		321.00	709.74	216026
5/1/2005	Rent (05/2005)	107.00		816.74	236772
6/1/2005	Rent (06/2005)	107.00		923.74	259842
7/1/2005	Rent (07/2005)	107.00		1,030.74	285443
7/12/2005	chk# 46233134552		239.00	791.74	283585
8/1/2005	Rent (08/2005)	107.00		898.74	309934
8/12/2005	chk# 54475645323		500.00	398.74	310995
8/24/2005	Late Charge	25.00		423.74	324140
9/1/2005	Rent (09/2005)	107.00		530.74	335233
9/13/2005	Late Charge	25.00		555.74	346011
10/1/2005	Rent (10/2005)	107.00		662.74	359354
10/11/2005	chk# 57-39843512		108.00	554.74	357464
10/24/2005	Late Charge	25.00		579.74	373007
11/1/2005	Rent (11/2005)	107.00		686.74	384326
12/1/2005	Rent (12/2005)	107.00		793.74	407066
12/8/2005	Late Charge	25.00		818.74	418567
1/1/2006	Rent (01/2006)	107.00		925.74	433195
2/1/2006	Rent (02/2006)	107.00		1,032.74	455713
2/10/2006	Late Charge	25.00		1,057.74	467069
3/1/2006	Rent (03/2006)	107.00		1,164.74	477949
4/1/2006	Rent (04/2006)	107.00		1,271.74	535781
5/1/2006	Rent (05/2006)	107.00		1,378.74	535783

https://www.yardiaspla2.com/56634mccormack5012/reports/Resident_Ledger.asp?sAfford... 12/8/2008

Ledger

5/5/2006	chk# 08-465925320		860.00	518.74	522357
6/1/2006	Rent (06/2006)	107.00		625.74	550553
6/9/2006	Late Charge	25.00		650.74	561674
6/13/2006	chk# 08-404049817		207.00	443.74	554636
7/1/2006	Rent (07/2006)	107.00		550.74	575039
7/10/2006	chk# 08-528140489		207.00	343.74	577304
8/1/2006	Rent (08/2006)	107.00		450.74	600282
8/23/2006	chk# 08-525478587		207.00	243.74	611679
9/1/2006	Rent (09/2006)	107.00		350.74	626150
9/6/2006	Late Charge	25.00		375.74	635724
9/15/2006	chk# 08-549863729		207.00	168.74	635321
10/1/2006	Rent (10/2006)	107.00		275.74	650183
10/9/2006	Late Charge	25.00		300.74	662460
10/18/2006	chk# 08-577660944		207.00	93.74	664103
11/1/2006	Rent (11/2006)	107.00		200.74	676349
11/10/2006	Late Charge	25.00		225.74	689135
11/21/2006	chk# 08-534078301		207.00	18.74	692008
12/1/2006	Rent (12/2006)	107.00		125.74	701878
12/12/2006	Late Charge	25.00		150.74	719658
12/15/2006	chk# 08-577661584		207.00	(56.26)	717352
1/1/2007	Rent (01/2007)	107.00		50.74	732987
1/11/2007	Late Charge	25.00		75.74	746339
2/1/2007	Rent (02/2007)	107.00		182.74	760558
2/9/2007	Late Charge	25.00		207.74	772147
2/13/2007	chk# 56577201582		414.00	(206.26)	770280
3/1/2007	Rent (03/2007)	107.00		(99.26)	784554
3/28/2007	chk# 08-669077082		207.00	(306.26)	801536
4/1/2007	Rent (04/2007)	107.00		(199.26)	811254
5/1/2007	Rent (05/2007)	107.00		(92.26)	837297
5/10/2007	Late Charge	25.00		(67.26)	849698
6/1/2007	Rent (06/2007)	107.00		39.74	862184
6/7/2007	Late Charge	25.00		64.74	873881
6/11/2007	chk# 08-703197231		207.00	(142.26)	875464
6/11/2007	chk# 08-703197230		207.00	(349.26)	875465
7/1/2007	Rent (07/2007)	107.00		(242.26)	888490
7/1/2007	Rent Adj 7/07	(29.00)		(271.26)	953495
7/10/2007	Late Charge	25.00		(246.26)	900947
8/1/2007	Rent (08/2007)	107.00		(139.26)	914902
8/1/2007	Rent Adj 8/07	(29.00)		(168.26)	953496
8/7/2007	Late Charge	25.00		(143.26)	926294
9/1/2007	Rent (09/2007)	107.00		(36.26)	941057
9/1/2007	Rent Adj 9/07	(29.00)		(65.26)	953497
9/7/2007	Late Charge	25.00		(40.26)	952286
10/1/2007	Rent (10/2007)	78.00		37.74	966690
10/9/2007	Late Charge	25.00		62.74	979185
11/1/2007	Rent (11/2007)	78.00		140.74	993070
11/6/2007	Late Charge	25.00		165.74	1004289

Ledger

12/1/2007	Rent (12/2007)	78.00	243.74	1019153
1/1/2008	Rent (01/2008)	78.00	321.74	1044763
2/1/2008	Rent (02/2008)	78.00	399.74	1070554
2/8/2008	Late Charge	25.00	424.74	1083106
3/1/2008	Rent (03/2008)	78.00	502.74	1095200
4/1/2008	Rent (04/2008)	78.00	580.74	1120203
5/1/2008	Rent (05/2008)	78.00	658.74	1144239
5/5/2008	Security Deposit credit	(1,527.00)	(868.26)	1258927
5/5/2008	Rent (05/2008) Credit 25 days	(85.42)	(933.68)	1258928
5/5/2008	Amount to be refunded	215.42	(718.26)	1258900
6/4/2008	Invoice #696255 Complete carpet replacement, carpet left in awful condition	1,377.00	658.74	1181494
6/4/2008	Per settlement agreement Bridgewater allowed to stay through April 30, 2008 rent free	(658.74)	0.00	1181495

EXHIBIT 9

IMAGE I
JAN 25 2008

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

FILED
San Francisco County Superior Court

JAN 22 2008

4
5 SUPERIOR COURT OF THE STATE OF CALIFORNIA
6 COUNTY OF SAN FRANCISCO

GORDON PARK-LI, Clerk
BY: Deputy Clerk

7
8 Hayes Valley Apartments
9 Plaintiff,

10 vs.

11 Sharon Bridgewater
12 Defendant,

Case No.: Cud-06-617995

ORDER GRANTING MOTION TO VACATE
JUDGMENT

13
14 Date: 1-²²5-08
15 Time: 9:30 a.m.
16 Dept: 301

17 This matter came before the court on 1-²²5-08. Upon
18 considering the arguments and evidence presented, good cause appearing
19 thereon, the Court finds that the judgment entered on 12-19-07 ⁸⁷ SA
20 is hereby vacated.

IT IS SO ORDERED.

21 Date: 1/22/08

Peter J. Busch
Judge of the Superior Court

PETER J. BUSCH

P003

EXHIBIT 10

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

4 Attorney for Plaintiff
5 HAYES VALLEY LIMITED PARTNERSHIP

FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

FEB 19 2008

GORDON PARK-LI, Clerk
BY: [Signature] Deputy Clerk

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

7
8 HAYES VALLEY LIMITED PARTNERSHIP

9 Plaintiff,

10 Vs.

11
12 SHARON BRIDGEWATER

13 Defendant

14 DOES 1 TO 10 INCLUSIVE
15
16

Case No.: CUD-06-617995

STIPULATION FOR ENTRY OF JUDGMENT
AND ORDER THEREON

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

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

26 2. The parties further agree that in exchange for Defendant moving out by April 30
27 2008, Plaintiff will waive all of the past due rent in the amount of \$2,124.74.
28
29
30

(5)

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

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

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

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

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

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

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

10. In the event of non-compliance, Plaintiff shall give 24-hour telephonic notice to the defendant at the following phone number: 415.401.5573.

11. This stipulation shall be dispositive of all issues raised in Plaintiff's Complaint and all affirmative defenses which could have been raised in Defendant's Answer, and ~~shall be~~ ^{considered as judgment in any further proceedings initiated by either party.} *[Signature]* *[Initials]*

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

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

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

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

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

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

19 ORDER

20 IT IS SO ORDERED:

21 Dated: 2-19-08

22 Alexander A. Stok
23 Judge Pro Tem.
24 JUDGE/COMMISSIONER OF THE SUPERIOR COURT
25
26
27
28

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

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

6
7
8 **CASE No. CV-**

9 Sharon Bridgewater,

10 Plaintiff,

11 Vs.

12 Shawn Bankson, Jane Creason, Kimball, Tirey
13 & St. John, LLP and does 1 thru 50 inclusive

[PROPOSED] ORDER TO PERMIT
FILING OF VERIFIED COMPLAINT FOR
CIVIL CONSPIRACY AGAINST SHAWN
BANKSON, JANE CREASON AND THE
LAW FIRM KIMBALL, TIREY AND ST.
JOHN LLP.

14
15
16 Defendants,

17
18 **ORDER TO PERMIT FILING OF VERIFIED COMPLAINT**
19 **OF CIVIL CONSPIRACY**
20
21
22
23
24

25 Plaintiff filed a verified complaint for civil conspiracy against Shawn Bankson, Jane Creason and
26 the law firm Kimball, Tirey & St. John LLP and does 1 thru 50 inclusive.
27
28

PRELIMINARY AND PERMANENT INJUNCTION AND FINAL JUDGMENT

1
2 The court having considered Plaintiff motion and for good cause showing finds that the
3 defendants participated and engaged in civil conspiracy with Hayes Valley Limited Partnership.
4

5
6 Plaintiff hereby is permitted to file the verified complaint against Jane Creason, Shawn Bankson
7 and the law firm Kimball, Tirey & St. John.
8

9
10 **IT IS SO ORDERED,**
11
12
13

14 _____
15 Honorable Sandra Brown Armstrong
16 United States District Court Judge
17

18 Dated: _____
19
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PRELIMINARY AND PERMANENT INJUNCTION AND FINAL JUDGMENT

EXHIBIT 2

SOCIAL SECURITY ADMINISTRATION

Date: February 10, 2010
Claim Number: 373-74-2970

SHARON BRIDGEWATER
ROOM 105
133 W MICHIGAN AVE
YPSILANTI MI 48197-5550

You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, you may send them this letter.

Information About Supplemental Security Income Payments

Beginning March 2010, the current
Supplemental Security Income payment is.....\$ 606.60

This is after we have withheld 67.40 to recover an overpayment.

This payment amount may change from month to month if income or living situation changes.

Supplemental Security Income Payments are paid the month they are due. (For example, Supplemental Security Income Payments for March are paid in March.)

There was no cost of living adjustment in Social Security benefits in December 2009. The benefit amount shown is current as of the date on this letter.

BLUEBIRD (3/26/10) 47

EXHIBIT 3



University of Maryland University College
Graduate Student Affairs

December 18, 2008

Sharon Bridgewater
105 Miner Place
P.O. Box 1837, Makawao, HI 96768
Makawao, HI 96768

Dear Sharon Bridgewater:

A review of your course work indicates that you have not maintained a satisfactory academic record. Therefore, I must inform you that you have been dismissed from the Graduate School at University of Maryland University College.

The academic regulations of the Graduate School require students to maintain specific academic requirements to be eligible to continue enrollment in graduate courses. Information regarding this policy is located at http://www.umuc.edu/policy/aa15800_fall.shtml.

If you are currently registered, tuition and fees will be refunded in full. If you have any questions regarding this matter, you can contact Graduate Advising at (301) 985-7155. I wish you success in your future endeavors.

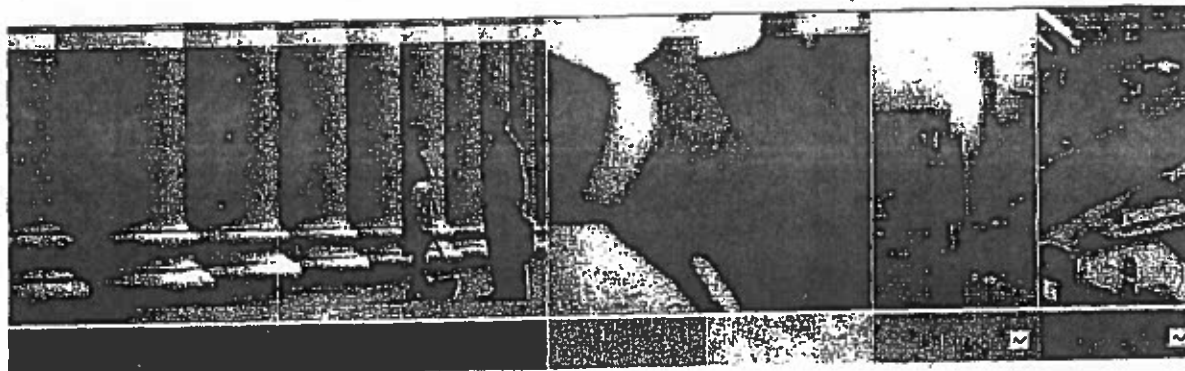
Sincerely,

A handwritten signature in cursive script that reads "Julie L. Coe".

Julie L. Coe
Director, Graduate Student Affairs

EmplID - 0443920

EXHIBIT 4



what's new

Seminars/Training

- 2009 Schedule Is Up!
- 2009 Online Training

Articles

- Questions & Answers
- "Red Flag Rules" - It's Time to Act
- Questions & Answers
- Legal Alerts

- Court Costs Increase Due to Budget
- License Number Disclosure Requirements

areas of practice

Residential, Commercial and Foreclosure Evictions

Business and Real Estate Litigation

Real Estate and Business Transactions

Estate Planning

Fair Housing Defense

Collection: Judgment and Non-Judgment

Bankruptcy and Creditor Representation

Homeowners Associations

Education

Kimball, Tirey & St. John LLP - Proud Service Since 1977

For Clients:

Eviction Case Status Collection Reports Pay Invoices Online

We are a statewide, full-service law firm, which has been representing owners and managers of commercial and residential rental property in California since 1977. We are proud to represent many of the largest owners and property management firms in the state and country. We are also privileged to serve thousands of smaller owners who look to us for guidance and assistance with their legal needs. Currently, we have experienced attorneys in six strategic locations in California.

Impeccable Reputation

Kimball, Tirey & St. John LLP, the recipient of the highest accolade from Martindale-Hubbell, the preeminent rating service, offers a full range of legal services for the real estate community.

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PRIVACY POLICY | DISCLAIMER

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

SHARON BRIDGEWATER,

Plaintiff,

v.

SHAWN BANKSON, et al.,

Defendants.

No. C 10-00704 SI

**ORDER DISMISSING PLAINTIFF'S
COMPLAINT WITH LEAVE TO AMEND
AND DEFERRING RULING ON
PLAINTIFF'S APPLICATION TO
PROCEED IN FORMA PAUPERIS**

Now before the Court are plaintiff's application to proceed in forma pauperis ("IFP") and motion for leave to file a complaint for civil conspiracy, filed on February 18, 2010. For the reasons set forth below, the Court hereby DISMISSES plaintiff's complaint with leave to amend and DEFERS ruling on plaintiff's IFP application.

DISCUSSION

Pro se plaintiff Sharon Bridgewater has filed a complaint against the law firm Kimball, Tirey & St. John LLP and two of its attorneys, Shawn Bankson and Jane Creason. Although plaintiff's papers are at times difficult to understand, it appears that this action arises from an unlawful detainer proceeding against plaintiff in state court that resulted in plaintiff losing her apartment. Plaintiff's basic theory appears to be that the attorney defendants conspired with plaintiff's former landlord, Hayes Valley Apartments, to bring an unmeritorious unlawful detainer proceeding against her.

Where a plaintiff seeks to proceed IFP, the court must dismiss the complaint "at any time" if the court determines the plaintiff has failed to state a cognizable, non-frivolous claim. 28 U.S.C. § 1915(e)(2)(B). The court's analysis requires an inquiry similar to that employed in ruling on a motion

1 to dismiss for failure to state a claim. If the plaintiff has not alleged "enough facts to state a claim to
2 relief that is plausible on its face," then it is proper to dismiss. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544,
3 570 (2007) (enunciating standard for motions to dismiss under Fed. R. Civ. P. 12(b)(6)).

4 Plaintiff purports to assert a variety of both federal and state claims. Plaintiff's federal claims
5 are brought under the American with Disabilities Act ("ADA"), the Due Process Clauses of the Fifth
6 and Fourteenth Amendments to the United States Constitution, and the Fair Debt Collection Practices
7 Act ("FDCPA"). Plaintiff asserts state law claims for attorney-client civil conspiracy, fraud, malicious
8 prosecution, intentional infliction of emotional distress, tortious interference with contract, tortious
9 interference with quiet enjoyment, and "common law forcible detainer."

10 Although plaintiff purports to state federal claims under the ADA, FDCPA, and Due Process
11 Clause, she has not set forth any facts in support of these causes of action. Therefore, these claims must
12 be dismissed and cannot support federal jurisdiction over this action. Plaintiff will be granted leave to
13 amend to allege these claims more fully.

14 Plaintiff's primary state law claims center on an alleged civil conspiracy among attorneys. This
15 claim is brought pursuant to California Civil Code § 1714.10, which provides:

16 (a) No cause of action against an attorney for a civil conspiracy with his or her client
17 arising from any attempt to contest or compromise a claim or dispute, and which is based
18 upon the attorney's representation of the client, shall be included in a complaint or other
19 pleading unless the court enters an order allowing the pleading that includes the claim
for civil conspiracy to be filed after the court determines that the party seeking to file the
pleading has established that there is a reasonable probability that the party will prevail
in the action. . . .

20 (c) This section shall not apply to a cause of action against an attorney for a civil
21 conspiracy with his or her client, where (1) the attorney has an independent legal duty
22 to the plaintiff, or (2) the attorney's acts go beyond the performance of a professional
duty to serve the client and involve a conspiracy to violate a legal duty in furtherance of
the attorney's financial gain.

23 Cal. Civ. Code § 1714.10(a), (c). Due to plaintiff's insufficient pleading, the Court cannot discern
24 whether plaintiff's claim falls within the requirements of subsection (a) or rather fits within the
25 exception set forth in subsection (c). More fundamentally, plaintiff has not set forth facts establishing
26 either what her claim is, or that she has a reasonable probability of prevailing. The Court is likewise
27 unable to discern the factual basis for plaintiff's remaining state law claims. Additionally, since none
28 of plaintiff's federal claims is cognizable, plaintiff must plead a basis for invoking this Court's diversity

1 jurisdiction under 28 U.S.C. § 1332. Plaintiff has not done so. In particular, plaintiff has not established
 2 that the amount in controversy in this matter exceeds \$75,000.¹ See 28 U.S.C. § 1332(a).

3 In sum, because plaintiff states no cognizable federal claims, fails to demonstrate that this Court
 4 may exercise jurisdiction over her state claims, and fails to adequately plead her state law claims,
 5 plaintiff's complaint must be DISMISSED. Plaintiff is granted leave to amend her complaint. Plaintiff
 6 has indicated that she intends to file a First Amended Complaint by March 9, 2010. The Court extends
 7 that time to March 19, 2010.

8 9 CONCLUSION

10 For the foregoing reasons, plaintiff's complaint is DISMISSED with leave to amend and her
 11 motion for leave to file a complaint is therefore DENIED as moot. (Docket No. 1). Plaintiff's amended
 12 complaint is due no later than March 19, 2010. The Court DEFERS ruling on plaintiff's application
 13 to proceed in forma pauperis until such date as plaintiff files her amended complaint. (Docket No. 2).

14
15 IT IS SO ORDERED.

16
17 Dated: February 26, 2010

18 
 19 _____
 20 SUSAN ILLSTON
 21 United States District Judge

22
23
24
25
26
27
28 ¹ Plaintiff has provided a Michigan address to the Court, so the Court assumes at this point that
 plaintiff is a citizen of Michigan. The attorney defendants appear to be citizens of California.

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF CALIFORNIA

SHARON BRIDGEWATER,

Plaintiff,

v.

SHAWN BANKSON et al,

Defendant.

Case Number: CV10-00704 SI

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Northern District of California.

That on March 1, 2010, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, or by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office.

Sharon Bridgewater
12070 W. Outer Drive
Detroit, MI 48223

Dated: March 1, 2010

Richard W. Wieking, Clerk
By: Tracy Forakis, Deputy Clerk

