

Sharon Bridgewater
965 MISSION STREET # 409
San Francisco, CA 94103
415- 963-2761

FILED

NOV 8 - 2011

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

FILED

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CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MEJ

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

CV 11

5407

CASE No. CV-11-80266(MISC)
ERRATA **WHA**

COMPLAINT FOR DAMAGES

Sharon Bridgewater,

Plaintiff,

Vs.

Roger Tonna,
Mary Tonna (AKA Mary F Tonna), AND
William Gilg

and Does 1 thru 50 inclusive

- 1) FIRST CAUSE OF ACTION
VIOLATION OF THE PLAINTIFF'S
CIVIL RIGHTS 42 USC § 1983
(via the 5th and/or the 14th
TERMINATION OF
TENANCY DUE PROCESS);
- 2) SECOND CAUSE OF ACTION
TORTIOUS INTERFERENCE WITH
CONTRACT

FILED CONCURRENTLY WITH EX-PARTE
REQUEST FOR TEMPORARY RECEIVER

JURISDICTION

1. These causes of actions against defendants all took place within this Court's jurisdiction and district, and the damages are in excess of \$75,000.00.
2. This Federal Court have jurisdiction for laws arising under the laws of the United States constitution, which is a Federal question, 28 U.S.C. § 1331. Additionally, Plaintiff brings claims under the fifth and/or Fourteenth Amendments to the Constitution of the United States of America and by the applicable Federal statutes, more particularly, 42 U.S.C. 42 § 1983 in violation of Federal and State law and in violation of the Plaintiff's rights. This court has supplementary jurisdiction over the State Claims.

INSTRADISTRICT ASSIGNMENT

3. The incident took place in the City of San Leandro, State of California

DEFENDANTS

4. The defendant's Roger and Mary Tonna are natural persons.
5. Roger and Mary Tonna are the Owners of Real property located at 111 Preda Street
Apartments San Leandro, CA 94577.
6. Roger and Mary Tonna was the landlord of the Plaintiff at Preda Street Apartments.
7. Roger and Mary Tonna all times mentioned had custody and control over the Plaintiff's
section 8 HUD rental assistance voucher, and/or the apartment.
8. Roger and Mary Tonna owed a duty of care to Plaintiff.
9. William Gilg is a natural person, an Attorney and a member of the California Bar
Association.
10. William Gilg specialized area of law is tenant-landlord law.
11. Roger and Mary Tonna hired William Gilg.
12. William Gilg was an agent for the Tonnas and/or Co-Conspirator.
13. William Gilg at all times mentioned was performing professional duties within his scope of
employment.
14. William Gilg at all times made an Oath before the Federal and/or State Courts to uphold
Federal and State law, as an Officer of the Court.
15. William Gilg as agent for the Tonna's had a obligation to comply with Federal and/or State
law in representing the Tonna's.
16. Plaintiff does not know the true names and capacities of defendants Does 1 through 50
inclusive and needs to obtain said information through discovery.

PLAINTIFF

17. At all times mentioned herein Plaintiff is a natural person.
18. The Plaintiff at all times mentioned was a tenant in lawful, peaceful possession of a rental unit at 111 Preda Street #7 San Leandro, CA 94577 from June. 2009 thru Oct. 22, 2010.
19. The Plaintiff at all times mentioned was a consumer.
20. At all times mentioned the Plaintiff had a United States Housing and Urban Development, section 8 rental voucher and was a participant of the section 8 program, a federal rental assistance program for low-income individuals.
21. At all times mentioned the Plaintiff needed her HUD rental assistance voucher to secure housing and/or for her housing needs.
22. In 1993 the Plaintiff Sharon Bridgewater was rendered totally disabled due to a "malicious violation of her civil rights."
23. The Plaintiff has a mental or physical impairment that substantially limits one or more major life activities and/or have a record of such impairment as within the meaning of as defined by the Social Security Administration and receives disability income. .
Additionally due to the repeated criminal acts against the Plaintiff by actions such as the Gilg or the Tonna's the Plaintiff "continues" to "cripple" the Plaintiff, and the Plaintiff is unable to recouperate.
24. The Plaintiff is the "VICTIM OF A CRIME" of the above named defendants.
25. The Plaintiff has been homeless since the incident.

PROCEDURAL HISTORY

26. The Plaintiff filed a complaint on Nov. 1, 2010. The Plaintiff attempted to amend her complaint four or five times, however due to being a "victim of a crime" the Plaintiff was unable to draft a complaint and the complaint was dismissed. Since that time Defendants Roger and Mary Tonna and/or William Gilg, have fraudulently transferred assets, transferred property into foreign trust, and/or other trust to hinder, delay or defraud the Plaintiff as a creditor.
27. In 1984, the Uniform Fraudulent Conveyances Act was revised and renamed the Uniform Fraudulent Transfer Act (UFTA).
28. Pursuant to Federal and/or State fraudulent transfer laws, a person who owes a debt cannot transfer or convey assets with intent to hinder, delay or defraud the Plaintiff as a creditor, and it is unlawful, and therefore the Plaintiff is entitled to an appointment of Receiver.

STATEMENT OF FACTS

29. The Plaintiff at all times had a valid, legally binding, HUD lease agreement and contract with Roger and Mary Tonna for the premises of 111 Preda Street #7, San Leandro, CA 94577 from June 2009 thru Oct. 2010.(a three way contract)(see exh.)
30. The Plaintiff's HUD lease agreement and contract with the Tonna's renewed automatically on a month to month basis.
31. The HUD contract can only terminated upon a 90 day notice of termination of tenancy pursuant to Federal and State law, including California Code of Civil Procedure (C.C.P.)section 1954.53.
32. On or about June 21, 2010 and/or July 27, 2010, Roger Tonna and Mary Tonna ratified and

1 approved to breach the Plaintiff HUD contract, terminate the Plaintiff's tenancy, and
2 wrongfully evict the Plaintiff from the premises.

3 33. On or about June 21, 2010 and/or July 27, 2010 the Tonna hired William Gilg as an agent
4 and/or co-conspirator.

5
6 34. On or about July 27, 2010, William Gilg fraudulently concealed known facts from the
7 Plaintiff, including the fact that:

8 1. William Gilg caused to be filed and recorded written testimony and/or a
9 declaration and/or material matters of the civil unlawful detainer complaint against the
10 Plaintiff in the Superior Court of the State of California, County of Alameda, case number
11 HG10-527647, entitled Roger and Mary Tonna vs. Sharon Bridgewater which included:

- 12
13 a. FORFEITURE OF A SECTION 8 GOVERNMENT HUD
14 LEASE AGREEMENT CONTRACT
15
16 b. ZERO AMOUNT PAST DUE RENT
17
18 c. WITHOUT PROVIDING A PRE-REQUISTE NOTICE 90 DAY
19 NOTICE OF TERMINATION OF TENANCY OR
20 CONTRACT AS REQUIRED BY STATE AND/or FEDERAL
21 LAW.) Federal law and/or State law pursuant to
22 California Civil Code Section 1954.535.

23
24 33. The Plaintiff had not canceled the section 8 lease agreement and had "not" Forfeited the
25 HUD section 8 lease agreement.

26 34. William Gilg was under a duty to disclose to the court all the above known facts.

27 35. The Tonnas and/or William Gilg, then knowingly, intentionally, served a copy of the
28

1 verified Unlawful Detainer Complaint on the Plaintiff at her address 111 Preda Street # 7,
2 San Leandro, CA 94577.

3
4 36. The actions of the Tonnas and William Gilg in fraudulently concealing and filing a the
5 unlawful detainer complaint without providing the Plaintiff with the pre-requisite notice
6 of termination of tenancy as required by Federal or State law caused the Plaintiff to suffer
7 severe emotional distress, fear, flashbacks, shock, trauma, depression, panic and other
8 "severe" emotional and psychological reactions.

9
10 37. On or about August 2, 2010, the Plaintiff filed an answer to the Unlawful Detainer
11 Complaint caused to be filed and recorded written testimony and/or a declaration and/or
12 material matters of the civil unlawful detainer complaint against the Plaintiff in the
13 Superior Court of the State of California, County of Alameda, case number HG10-527647,
14 entitled Roger and Mary Tonna vs. Sharon Bridgewater alleged and/or pled an affirmative
15 defense in the Unlawful Detainer Complaint.

16
17
18 a. A landlord cannot canceled a section 8 HUD lease agreement contract or
19 terminate the Plaintiff tenancy without providing a 90 day notice as required by Federal and
20 State law, including Civil Code 1954.535;

21
22 b. That Gilg failed to meet the pre-requisite, due process 90 day notice
23 requirement to terminate the HUD contract and terminate the Plaintiff's tenancy;
24
25
26
27
28

1 c. The Defendants accepted section 8 July rent on behalf of the Plaintiff. The
2 acceptance of July rent cancelled any notice by Plaintiff to terminate her tenancy and in
3 accepting the July rent the Defendants waived any right to evict.
4

5 e. The court did not have jurisdiction to entertain the Unlawful
6 Detainer complaint.
7

8 f. Pursuant to Federal law/HUD section 8 a landlord cannot evict a tenant
9 without good cause such as non-payment of rent.

10 38. The Plaintiff Sharon Bridgewater requested a Jury Trial and/or the Jury Trial Fees were
11 waived.
12

13 39. On or about Sept.14, 2011, the case was called for trial, and at that time and/or end of the
14 settlement discussions the Judge told and/or advised the Tonnas to dismiss the case against
15 the Plaintiff.

16 40. When the Tonnas did not dismiss the case the case was eventually set for trial, on
17 Sept. 21, 2011.
18

19 41. On Sept. 21, 2011, on the day of trial, ¹ in the abstinence of the Plaintiff Sharon
20 Bridgewater, attorney William Gilg with the consent of Tonna or acting under the
21 instruction of the Tonnas fraudulently concealed known facts from the Plaintiff and under
22 Oath, encouraged and/or induced the Superior Court Judge to engage in a discriminatory
23

24
25 ¹ From July 27, 2010(the filing of the unlawful detainer complaint by Gilg) thru Sept. 21, 2010(the date of trial)
26 under extreme emotional distress, shock, fear, exhaustion, etc. the Plaintiff, was "running around like a chicken
27 with its head cut off, going back and forward to two different court houses(unlawful detainers are summary
28 proceeding and moves swiftly through the court process; and Alameda County has two Superior Court houses one
in Hayward and the other in Oakland), the Plaintiff inadvertently went to the wrong courthouse in Hayward on
the day of trial.

practice and/or a “unconstitutional act” and/or “prohibited act. ”

William Gilg presented to Judge Jo-Lynne Q. Lee “THE STATE ACTOR, AND/OR ALAMEDA COUNTY STATE COURT JUDGE ACTING IN HER OFFICIAL CAPACITY with an “Official legal Document” entitled, Superior Court of the State of California, County of Alameda, Roger Tonna, Mary Tonna Plaintiff vs. Sharon Bridgewater Defendant case number HG10-527647, SUPERIOR COURT form, **Judgment-Unlawful Detainer** “Official legal Document” entitled, Superior Court of the State of California, County of Alameda, Roger Tonna, Mary Tonna Plaintiff vs. Sharon Bridgewater Defendant case number HG10-527647, SUPERIOR COURT form, Judgment-Unlawful Detainer with Boxes(16)boxes total, checked on the Official legal form to reads and/or States as follows;

42. JUDGMENT, AFTER COURT TRIAL. The jury was waived. The court considered

the evidence, under box #2

a. The case was tried on (date and time) September 21, 2010 at 9:00am before (name of Judicial officer)Hon. Jo-Lynne Q. Lee

b. **Appearances by:** “typewritten” Plaintiff, Roger Tonna, Mary Tonna

“typewritten” Plaintiff’s Attorney, William E. Gilg

“typewritten” Defendant Sharon Bridgewater;

43. On page two of the Official legal document entitled, Superior Court of the State of California, County of Alameda, Roger Tonna, Mary Tonna Plaintiff vs. Sharon Bridgewater Defendant case number HG10-527647, Filed Alameda County, dated for Sept. 21, 2010 CLERK OF THE SUPERIOR COURT, a Judgment-Unlawful Detainer reads:

JUDGMENT IS ENTERED AS FOLLOWS BY: “a box checked” THE COURT

1 44. Parties. Judgment is

2 a. for the Plaintiff(name each) Roger Tonna, Mary Tonna
3 and against Sharon Bridgewater
4

5 45. "a box checked" Plaintiff is entitled to possession of the premises located at (street
6 address, apartment, city, and county): 111 Preda St., #7, San Leandro, CA 94577

7 46. "a box checked" Amount and terms of judgment

8 a. Defendant named in item 3a above must pay plaintiff on the complaint:

9 (2) Holdover damages \$502.50

10 (4) Cost \$220.00

11 (6) **TOTAL JUDGMENT \$220.00(scratched out) \$722.50** with an
12 initial besides the amount
13

14 c. "a box checked" **The rental agreement is cancelled**

15 "a box checked" **The lease is forfeited**
16

17 47. Judicial Jo-Lynne Q. Lee "induced" by Gilg committed a discriminatory and/or a
18 "unconstitutional act" and/or "prohibited act," and signed the Judgment.

19 William Gilg obtained assistance from a State Court Judge and/or Official obtained a
20 Judgment "with false intentional material representations" for possession of the Plaintiff
21 premise and his actions constituted a "joint participation" with a State Official and/or a
22 State Action.
23

24 48. William Gilg with the consent and/or under the direction of the Tonnas knowingly,
25 intentionally, "cancelled/forfeited" the "three-way" HUD contract and/or tortuously
26 interfered with the HUD contract and/or the Plaintiff's contractual relations with HUD
27

1 without justification. Gilg violated the Plaintiff's 5th and/or 14th amendment US
2 Constitutional right as secured by the United States Constitution in the termination of
3 tenancy process and/or deprived the Plaintiff her right to a jury trial and denied and/or
4 deprived the Plaintiff equal protection under the laws and/or equal privileges and
5 immunities under the laws and prevented the Plaintiff from exercising and enjoying equal
6 privileges and immunities as secured by the US Constitution as a citizen of America.
7 William Gilg then caused to be filed and recorded written testimony and/or a declaration
8 and/or material matters of the civil unlawful detainer Judgment "with false intentional
9 material representations" which was known to be false and/or deceptive, gained possession
10 of 111 Preda Street #7, San Leandro, CA, "the Plaintiff's apartment" through the misuse
11 and abuse of the Superior Court and wrongfully evicted the Plaintiff via "fraud." William
12 Gilg, in obtaining the "fraudulent" judgment, knowingly, intentionally, falsely
13 misrepresented that the Tonnas were the prevailing parties to the unlawful detainer action,
14 and that the Gilg or the Tonna's were entitled to cost when in reality the Plaintiff is the
15 prevailing party and is entitled to attorney fee's. Gilg and/or the Tonnas was under a duty
16 to disclose the above known facts to the Plaintiff. Gilg's actions have caused the Plaintiff
17 harm, injury and "extensive" damage.

- 21
22 49. The Defendants and each of them knowingly, willingly intentionally, acted with fraud,
23 malice, oppression in an intentional act to injure and hurt the plaintiff herein requiring
24 punitive damages against defendants subject to the net worth of said defendants as
25 codified in CCP section 3294(c) (1), (2) or (3). The Plaintiff is entitled to compensatory
26 and/or punitive damages.
27

**FIRST CAUSE OF ACTION
VIOLATION OF THE PLAINTIFF'S CIVIL RIGHTS
42 USC SECTION 1983**

(5th and/or 14th amendment due process termination of tenancy due process)

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

51. Gilg's specialized area of law is unlawful detainer litigation.

52. Gilg is an attorney of law, a professional and a member of the California Bar Association.

53. Gilg knew or should have known that unlawful detainers are summary proceeding that requires strict compliance with California law. Gilg knew or should have known the Plaintiff was disabled and/or needed her apartment and/or her section 8 housing voucher which "covered" the "bulk" of the Plaintiff's housing payment of \$977.00 per month.

54. Gilg knew or should have known by engaging in the above conduct as mentioned on P. 6 sentence #34, P. 7 sentence #35, P. 8 sentence #41 and P. 9, 10 sentence #48 it would cause the Plaintiff injury or damage.

55. It is illegal to fraudulently conceal known facts a person is under a duty to disclose and use a State court proceeding of trial in a purpose it is not intended for.

56. It is illegal to knowingly, intentionally caused to be filed and recorded false and/or fraudulent documents that contain knowingly, intentional "false material representations" in court of law and gain possession of property without the right and without due process of law.

57. The Plaintiff had a right to be free from threat and/or demand and/or coercion and/or "force" during her tenancy.

58. The Plaintiff had right to possession of her apartment.

59. The Plaintiff had a right to exercise and/or enjoy equal Privileges and immunities as

secured by the US Constitution as a US citizen.

60. The Plaintiff had a right to be free from discrimination.

61. The Plaintiff had a right to due process in the termination of tenancy.

62. The Plaintiff had a right to be free from illegal acts of the Defendants, and had a right to participate in the HUD program and/or keep her HUD section 8 contract and without any interferences "by any party" with her contractual relations with HUD.

63. Plaintiff Sharon Bridgewater at all times mentioned had a legally binding HUD contract written lease agreement and/or contract and/or "implied" and/or "expressed" contract with Roger and Mary Tonna for the premises commonly known as 111 Preda Street #7, San Leandro, CA 94577 and/or a "three way US HUD agreement for the premises that renewed on a month-to- month bases.

64. The Plaintiff performs her obligations under the lease agreement contract.

65. Roger and Mary Tonna had a duty to perform their obligation under the contract.

66. William Gilg as agent for the Tonna's had a duty not to tortuously interfere with the Plaintiff HUD contract and/or contractual relations with HUD.

67. William Gilg as agent for the Tonna had a duty and/or obligation to uphold his oath office as Attorney and/or comply with Federal and State laws in the due process of the Plaintiff's termination of the Plaintiff tenancy.

68. William Gilg breached his duty and/or obligations and/or the Tonna breached their duty and/or obligations.

69. On or about Sept. 21, 2010, Gilg knowingly, intentionally concealed known facts

1 he was under a duty to disclose and intentionally took advantage of the fact that the Plaintiff
2 did not attend trial. Gilg knowingly, intentionally induced the Judge to sign a Official legal
3 document and/or Judgment(with intentional false material representations) that waived the
4 Plaintiff's right to a jury trial, and cancelled the Plaintiff HUD lease agreement in an
5 intentional act to tortuously interfere with the HUD contract and/or contractual relations the
6 Plaintiff had with HUD and/or prevent the Plaintiff from having a jury trial and/or prevent
7 the Plaintiff from exercising and enjoying equal protection under the law and/or equal
8 privileges and immunities as secured by the United States Constitution as a citizen of
9 America and wrongfully evict the Plaintiff without due process of law.
10
11

12 Gilg knew if he'd filled out the Official Judgment in the Unlawful detainer the correct
13 way, and was "honest" the Plaintiff could later "overturn" and/or vacate the Judgment,
14 exercise her legal right, obtain a jury trial, win the case, and become the prevailing party to
15 the Unlawful detainer case and remain in possession of her premise.
16

17 Gilg knowing intentionally induced the Judge to engage in "prohibited act" to
18 sign a Judgment for possession of the Plaintiff's apartment that contained "false intentional
19 material representations" "waiving" the Plaintiff's rights to a jury trial, and cancelling
20 the plaintiff's HUD contract; and knowingly, intentionally, acted in joint participation with
21 a State Actor and violated the Plaintiff, 5th or 14th due process rights in the termination of
22 tenancy process and denied and/or deprived the Plaintiff equal protection under the laws
23 and/or equal privileges and immunities under the laws and prevented the Plaintiff from
24 exercising and enjoying equal privileges and immunities as secured by the US Constitution
25 as a citizen of America and knowingly tortuously interfered with the Plaintiff. HUD
26
27
28

1 contractual relations with HUD without justification, and gained possession of the
2 Plaintiff apartment through the misuse and/or abuse of the Superior Court wrongfully
3 evicted the plaintiff via fraud, in an intentional act to violate the Plaintiff's civil right as
4 mentioned in the above page on 14 # 22-27. Gilg knowingly, intentionally caused to be
5 filed and recorded written testimony and/or a declaration and/or material matters of the
6 civil unlawful detainer complaint against the Plaintiff in the Superior Court of the State of
7 California, County of Alameda, case number HG10-527647, entitled Roger and Mary
8 Tonna vs. Sharon Bridgewater, which he knew was false and knowing, intentionally
9 obtained a writ for possession in an intentional act to wrongfully evicted the Plaintiff
10 from her premise via fraud, and violate the Plaintiff civil rights.
11
12

13 70. Gilg knew or should have known that he could not evict the Plaintiff or obtain a
14 judgment for possession of the Plaintiff's apartment out of passion.
15

16 71. William Gilg, knowingly, intentionally, obtained a "fraudulent" judgment for possession of
17 the Plaintiff premise and falsely misrepresented that the Tonnas were the prevailing parties
18 to the unlawful detainer action, and that the Gilg or the Tonna's were entitled to cost when
19 in reality the Plaintiff is the prevailing party and is entitled to attorney fee's. Gilgs actions
20 are illegal, despicable, fraudulent and as an Attorney Gilg should be debarred from practicing
21 law in the State of California and/or in America.
22

23 72. Gilgs actions has caused an "illegal eviction" to be posted on the Plaintiff's record, has
24 caused the Plaintiff humiliation, shame, lost of dignity, disgrace, denial, disbelief, anger,
25 mood swings, guilt, feeling of sadness, hopelessness, confusion, stupor, anxiety, lost of
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27
28

1 relationships and withdrawal from others, disconnection and numbness, tremendous
2 emotional distress and other damages.

3 73. The actions of Gilg with the consent of or under the direction of the Tonnas were unlawful,
4 “fraudulent” and in violation of the 5th and/or 14th amendment due process right in
5 termination of tenancy as defined in 42 USC section 1983.
6

7 74. The actions of Gilg with the consent of or under the direction of the Tonnas constituted a
8 willful, intentional, unlawful, “fraudulent” eviction of a disabled person and a violation of
9 the Plaintiff’s civil rights as defined in 42 USC section 1983. (5th and/or 14th amendment
10 due process termination of tenancy).
11

12 75. The Defendants knowingly, willing intentionally, acted with fraud or malice or
13 oppression and the Plaintiff is entitled to punitive damages as codified 3294 (c)(1)(2),
14 and(3), requiring punitive damages.
15

16 76. The Plaintiff has compensatory damages and/or special damages in the amount of
17 \$897,054.00 and punitive damages according to proof at trial, attorney fee’
18

19 **CAUSE OF ACTION**

20 **TORTIOUS INTERFERENCE WITH CONTRACTURAL RELATIONS**

21
22 77. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

23 78. The Defendants knew and were aware, the Plaintiff had a valid, legally, and lawful binding
24 “three way” section 8 contract between the Tonna, the Plaintiff Bridgewater, and HUD for
25 the premise of 111 Preda Street #7, San Leandro, CA 94577.
26

27 79. William Gilg is an Attorney and his specialized area of law is unlawful detainer litigation.
28

1 80. William Gilg knew or should have known that section 8 lease agreement renew on a month to
2 month basis after the first initial year and can only be terminated upon a 90 day notice of
3 termination of tenancy. William Gilg knew or should have known by concealing known
4 facts he was under a duty to disclose, canceling the Plaintiff HUD contract and/or lease
5 agreement without providing to the Plaintiff a ninety day notice as required by Federal
6 and/or State law and/or tortuously interfering with the Plaintiff HUD contractual relations
7 with HUD would cause the Plaintiff injury and damage.
8

9
10 81. Gilg knew and was aware the HUD contract existed.

11 82. Gilg knew and was aware the Plaintiff had contractual relations with HUD.

12 83. Gilg knew and were aware the Plaintiff needed her section 8 HUD
13 voucher to secure future housing.

14 84. Gilg and/or the Tonnas knew and/or should have known by illegally evicting the
15 Plaintiff from 111 Preda Street #7 and cancelling the Plaintiff's HUD contract the Plaintiff
16 would lose her HUD, section 8 housing voucher, become ineligible to participate in the
17 program and/or "barred" from the program.
18

19 85. On Sept. 21, 2010 Gilg, knowingly, intentionally disrupted and/or tortuously interfered
20 with the Plaintiff Sharon Bridgewater section 8 HUD lease agreement contract and/or
21 contractual relations with HUD without justification.
22

23 86. Gilg knowingly, intentionally, intended to hurt the Plaintiff, cause the Plaintiff to lose her
24 HUD contract and become ineligible to receive HUD and cause the contract to terminate,
25 in an intentional act to hurt the Plaintiff, and cause the Plaintiff to be debarred from the
26 program for life. Gilg's actions caused the Plaintiff to become homelessness for over a year,
27

and caused the Plaintiff to live on the streets of San Francisco, CA (and have endangered the Plaintiff's life) and other damages. Gilg actions on behalf of the Tonna's were "vicious" contemptible and any citizen would look down on Gilg's actions.

87. The Defendants' actions constituted and/or amounted to tortious interference of contract and/or tortious interference with the Plaintiff's contractual relations with the Plaintiff HUD voucher and/or relations.

88. The Defendants acted with fraud or malice or oppression and the Plaintiff is entitled to punitive damages as codified 3294 (c) (1)(2), and (3), requiring punitive damages.

89. The Plaintiff has compensatory and/or special damages in the amount of \$356,409.60 (three hundred and fifty six thousand, four hundred, nine dollars and sixty cents) and punitive damages according to proof at trial.

WHEREFORE, plaintiff demands Judgment against the defendants

1. A temporary Receiver pursuant to Fed. Rule Civ. Proc. 66 of the Federal Rules of Civil Procedure because: (a) the Plaintiff have a reasonable probability of success on the merits; (b) there is a danger of real, immediate, and irreparable injury which may be prevented by injunctive relief; (c) there is no other plain, speedy, and adequate remedy at law; (d) the granting of a preliminary injunction will not disserve the public interest; (e) the balance of equities favors the injunction; and (f) the injunction will preserve the status quo pending a trial on the merits (G) Order the Defendants to deposit funds into the court registry for immediate pick up of the Plaintiff (is currently homeless)

2. Partial Judgment against the defendants in the amount of \$356,409.60

1 for tortuous interference with Contract as pled in the Plaintiff's second cause of action in
2 this complaint.

3 3. Compensatory and Punitive damages according to proof at trial.

4 4. Enjoin Defendants from concealing, converting, selling, transferring, or otherwise
5 dissipating any assets, including cash, in which they have an ownership interest, legal or
6 beneficial, as deem appropriate by this court.

7 5. Order for defendants to produced sensitive financial and/or net worth Information to assess
8 Punitive damages restrict the documents to produce to those that represent the present
9 AND/OR A PERMANENT INJUNCTION ORDER THE DEFENDANTS DEPOSIT
10 WITH THE COURT A MONEY JUDGMENT RENDERED AND/OR THE
11 TEMPORARY RECEIVER.

12 6. Order the defendants to produce a list of other defendants (names) that should be added to
13 this complaint.

14 7. Order the defendants to produce names of "any aliases" names in the Real Property they
15 Own and/or of any banking accounts, trust, etc.

16 8. Order the Defendants to produce a "sworn financial statement" under oath of all natural
17 persons, entities, partners, etc. to be included to this complaint, and allow the Plaintiff to
18 amend the complaint to include added defendants, and their correct spelling of their names.

19 9. Order the Defendants Jail time and/or sanctions if they conceal, and/or make intentional
20 misrepresentation pursuant to the sworn statements.

21 10. For cost of suit and "reasonable attorney fee's.

22 11. Expedited Discovery

- 1 12. Hold each defendant jointly and severally liable for concert of action.
- 2
- 3
- 4 13. Grant the Plaintiff and interest in Property/Cash or to satisfy judgment
- 5 rendered by this court.
- 6 14. Order the defendants to Post a Cash Bond for the amount of Judgment or partial judgment
- 7 rendered by this court in favor of the Plaintiff and Order the defendants to immediately
- 8 Deposit into the Court's Registry the amount of Partial Judgment against the defendants
- 9 in the amount of \$356,409.60 for tortious interference with Contract as pled in the
- 10 Plaintiff's second cause of action in this complaint, and appropriate for the other cause of
- 11 actions render by this court in favor of the Plaintiff, and for the Court Clerk retain check
- 12 for immediate pick up at the court house.(the Plaintiff suffers "EXTREME" hardship).
- 13
- 14 15. Dissolve the injunction and/or discharge the temporary and/or permanent receiver after
- 15 the Plaintiff is fully compensated for the Judgment rendered by this court.
- 16
- 17 16. Pre-judgment and/or post judgment interest at the maximum legal rate.
- 18 17. Order the Defendants to file a bond with the court by a party against whom a judgment has
- 19 been rendered, in order to stay execution of the judgment pending appeal to a higher court.
- 20 The bond guarantees that the judgment will be satisfied if determined to be correct.
- 21
- 22 18. Stay any and all legal proceedings, execution, and enforcement of Orders, Judgment,
- 23 writs, etc. requested of the Plaintiff in this U.S. Federal District.
- 24
- 25 19. Declaration, declaring the fraudulent Judgment is "Null and Void," dated Sept. 21, 2010, and
- 26 order the Plaintiff "name out of the unlawful detainer data base for non-payment of rent."
- 27 20. The Plaintiff respectfully asks for the courts assistance, and asks the court to write the TRO
- 28

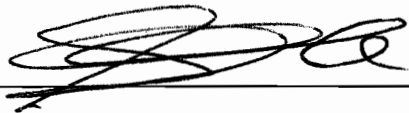
1 or Preliminary injunction or appoint a temporary receiver or permanent receiver.

2
3
4 21. Reverse, annul, void any fraudulent transfers of property, cash etc. by the Defendants since
5 Nov. 1, 2010 the filing of the Plaintiff original complaint in this Federal Court.

6 22) Any other relief as deemed appropriate by this court.
7

8 **THE PLAINTIFF REQUEST JURY TRIAL**
9

10
11 Dated: Nov.3, 2011



12 Sharon Bridgewater
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VERIFICATION

I Sharon Bridgewater Declare:

I am the Plaintiff in the above entitled action.

I make this verification because the facts set forth in the complaint are within my Knowledge and it is I who was WRONGFULLY EVICTED FROM MY UNIT.

The exhibits attached to this complaint are "true copies" of the court paper filed by Gilg in the Superior Court of Alameda. I WAS FORCIBLY EVICTED ME FROM MY APARTMENT BY GILG AND I LOST MY HUD SECTION 8 CONTRACT.

I have read the foregoing complaint and know the contents thereof.

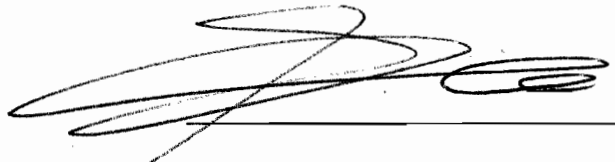
The same is true of my own knowledge.

I except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I Sharon Bridgewater declare under penalty of perjury under the laws of the State of California and the laws of United States of America that the foregoing is true and correct.

Dated: Nov.3, 2011

At San Francisco, California



Sharon Bridgewater

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HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
22941 ATHONTON ST, HAYWARD, CA. 94541-6633
(510) 538-8876

HOUSING CHOICE VOUCHER PROGRAM

October 5, 2009

TO: TONNA, ROGER
PO BOX 266
BELMONT, CA 94002-

Tenant: SHARON BRIDGEWATER
111 PRED A STREET #7
SAN LEANDRO, CA 94577

NOTICE OF CHANGE

EFFECTIVE DATE OF CHANGE: 06/05/09

The reason for this change is due to:

- ☐ REEXAMINATION
Annual Review of family income and / or composition.
- ☐ INTERIM ADJUSTMENT
Interim correction in family income and / or composition.
- ☐ RENT ADJUSTMENT
The owner / agent request for a rent adjustment that has been approved by the Housing Authority.
- ☐ CHANGE IN FAMILY COMPOSITION
Add: _____ Delete: _____

☒ OTHER

***** REPORT INCOME CHANGES IMMEDIATELY TO HOUSING *****
ADJUSTMENTS IN PAYMENTS

	FROM	TO
HAP Payment	\$0.00	\$977.00
Tenant Rent	\$0.00	\$225.00
Total Contract Rent	\$0.00	\$1,202.00

TO THE TENANT ONLY

If you disagree with this decision, you may request an informal hearing. If a hearing is desired, you must submit a written request to this office within 14 business days of the date of this notice or your right to a hearing will be waived.

By: LYNN SHANKS
(510) 727-8596

206/00V4809-002/BRIDGEWATER, SHARON/02825A/#: 28917

Owner Copy

P.1
P.10

696-828-6969
JUL 2 2010 19:54

Fax: 650-873-3163

First Financial

305 OFFICES

Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

HHS Approval: 2577-063
(exp. 07/31/2017)
HHS REP. LORI SPENCER
Phone: (510) 727-5596

HAP Contract

Part A of the HAP Contract: Contract Information
(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:
Part A: Contract Information
Part B: Body of Contract
Part C: Temporary Addendum

2. Tenant (Enter full name of tenant)

SPENCER BRIDGES/OWNER

3. Contract Unit

111 PIERCE STREET #7
SAN LEANDRO, CA 94577

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.
SPENCER BRIDGES/OWNER

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): 06/05/2009
The initial lease term ends on (mm/dd/yyyy): 06/04/2012

6. Initial Rent to Owner

The initial rent to owner is: \$1203.00
During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$277.00 per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

Form HUD-52641 (1/2007)
ref Handbook 7620.2

Page 1 of 10

Previous editions are obsolete

02835A/38V047-206/01X4609-002/HHS/SPENCER/6215/0: 20117

Exhibit 4

P.09

Jul 26 2010 19:53

Fax: 650-873-3168

305 OFFICES
First Financial
Jul 26 10:00 AM