SUM-130

SUMMONS
(CITACION JUDICIAL)
UNLAWFUL DETAINER—EVICTION
(RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO): TAMMY ST. GERMAINE,
DOES 1 - 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
TENDERLOIN HOUSING CLINIC, INC.

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). ***Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.***

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

1. The name and address of the court is:
(El nombre y dirección de la corte es):
San Francisco Superior Court, Limited Jurisdiction
400 McAllister Street, Room 103
San Francisco, California, 94102

CASE NUMBER:
(Número del caso): CUD-06-619093

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Arnold W. Evje II, Attorney at Law, #095124
995 Market Street, Suite 1500
San Francisco, California, 94103 (415) 495-8800

3. *(Must be answered in all cases)* An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400–6415) [X] 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, complete item 6 on the next page.)*

Date: *(Fecha)* AUG 10 2006 GORDON PARK-LI Clerk, by *(Secretario)* Jun Pañeto, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL] SUPERIOR COURT OF CALIFORNIA — EUREKA — COUNTY OF SAN FRANCISCO

4. NOTICE TO THE PERSON SERVED: You are served
   a. [X] as an individual defendant.
   b. [ ] as the person sued under the fictitious name of *(specify):*
   c. [ ] as an occupant
   d. [ ] on behalf of *(specify):*
   under: [ ] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
   [ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
   [ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
   [ ] CCP 415.46 (occupant) [ ] other *(specify):*
5. [ ] by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-130 [Rev. January 1, 2004]

SUMMONS—UNLAWFUL DETAINER—EVICTION

Code of Civil Procedure, §§ 412.20, 415.46, 1167

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
ARNOLD W. EVJE II, Attorney-at-Law, #095124
995 Market Street, Suite 1500
San Francisco, California, 94103
TELEPHONE NO.: (415) 495-8800 FAX NO.:
ATTORNEY FOR (Name): TENDERLOIN HOUSING CLINIC, INC., Plaintiff

FOR COURT USE ONLY

FILED
San Francisco County Superior Court
AUG 10 2006
GORDON PARK-LI, Clerk
BY: Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister Street, Room 103
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, California, 94102
BRANCH NAME:

CASE NAME:
TENDERLOIN HOUSING CLINIC, INC. v. TAMMY ST. GERMAINE, et al.

CASE NUMBER: CUD-06-619093

JUDGE:
DEPT:

CIVIL CASE COVER SHEET
☐ Unlimited (Amount demanded exceeds $25,000) ☒ Limited (Amount demanded is $25,000 or less)

Complex Case Designation
☐ Counter ☐ Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)

Items 1–5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- ☐ Business tort/unfair business practice (07)
- ☐ Civil rights (08)
- ☐ Defamation (13)
- ☐ Fraud (16)
- ☐ Intellectual property (19)
- ☐ Professional negligence (25)
- ☐ Other non-PI/PD/WD tort (35)

Employment
- ☐ Wrongful termination (36)
- ☐ Other employment (15)

Contract
- ☐ Breach of contract/warranty (06)
- ☐ Collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

Real Property
- ☐ Eminent domain/Inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

Unlawful Detainer
- ☐ Commercial (31)
- ☒ Residential (32)
- ☐ Drugs (38)

Judicial Review
- ☐ Asset forfeiture (05)
- ☐ Petition re: arbitration award (11)
- ☐ Writ of mandate (02)
- ☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800–1812)
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
- ☐ RICO (27)
- ☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- ☐ Partnership and corporate governance (21)
- ☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☒ is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Type of remedies sought *(check all that apply)*:
   a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action *(specify)*: One (1)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: August 8, 2006
ARNOLD W. EVJE II
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. January 1, 2006]

CIVIL CASE COVER SHEET

THOMSON WEST

Cal. Rules of Court, rules 201.8, 1800–1812; Standards of Judicial Administration, § 19

UD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
ARNOLD V. EVJE II, Attorney at Law, SB #095124 995 Market Street, Suite 1500 San Francisco, California, 94103 TELEPHONE NO.: (415) 495-8800 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): TENDERLOIN HOUSING CLINIC, INC., Plaintiff	FILED San Francisco County Superior Court AUG 10 2006 GORDON PARK-LI, Clerk BY: _____ Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, California, 94102 BRANCH NAME:	
PLAINTIFF: TENDERLOIN HOUSING CLINIC, INC. DEFENDANT: TAMMY ST. GERMAINE [X] DOES 1 TO 10, inclusive	SUMMONS ISSUED
COMPLAINT — UNLAWFUL DETAINER* [X] COMPLAINT [ ] AMENDED COMPLAINT (Amendment Number):	CASE NUMBER: CUD-06-619093

Jurisdiction (check all that apply):

[X] ACTION IS A LIMITED CIVIL CASE
Amount demanded [X] does not exceed $10,000
[ ] exceeds $10,000 but does not exceed $25,000

[ ] ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds $25,000)

[ ] ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply):
[ ] from unlawful detainer to general unlimited civil (possession not in issue)
[ ] from unlawful detainer to general limited civil (possession not in issue)
[ ] from limited to unlimited
[ ] from unlimited to limited

1. PLAINTIFF (name each): TENDERLOIN HOUSING CLINIC, INC.

alleges causes of action against DEFENDANT (name each): TAMMY ST. GERMIANE

2. a. Plaintiff is (1) [ ] an individual over the age of 18 years. (4) [ ] a partnership.
(2) [ ] a public agency. (5) [X] a corporation. California Nonprofit
(3) [ ] other (specify):

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

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):
2791 Sixteenth Street, #71 , San Francisco, CA., 94110, San Francisco County

4. Plaintiff's interest in the premises is [ ] as owner [X] other (specify): as lessee of owner. Plaintiff and the named defendant(s) have a sublessor-sublessee agreement as more fully described below.
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.
6. a. On or about (date): before April 1, 2006 defendant (name each): TAMMY ST. GERMAINE

(1) agreed to rent the premises as a [X] month-to-month tenancy [ ] other tenancy (specify):
(2) agreed to pay rent of $ 235.00 payable [ ] monthly [X] other (specify frequency): twice monthly
(3) agreed to pay rent on the [X] first of the month [X] other day (specify): and the sixteenth (16th) day of each month

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

* NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

PLAINTIFF (Name): TENDERLOIN HOUSING CLINIC, INC.	CASE NUMBER:
DEFENDANT (Name): TAMMY ST. GERMAINE, et al.	

6 c [X] The defendants not named in item 6a are
(1) [X] subtenants.
(2) [X] assignees.
(3) [X] other *(specify):* Unapproved occupants in possession

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 [X] a. Defendant *(name each):* TAMMY ST. GERMAINE

was served the following notice on the same date and in the same manner:
(1) [X] 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):*

b. (1) On *(date):* August 7, 2006 the period stated in the notice expired at the end of the day.
(2) Defendants failed to comply with the requirements of the notice by that date.

c. All facts stated in the notice are true.

d. [X] The notice included an election of forfeiture.

e. [X] 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. [X] The notice in item 7a was served on the defendant named in item 7a as follows:
(1) [X] by personally handing a copy to defendant on *(date):* August 4, 2006
(2) [ ] by leaving a copy with *(name or description):* , a person of suitable age and discretion, on *(date):* at defendant's [ ] 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.

[ ] *(Name):* was served on behalf of all defendants who signed a joint written rental agreement.

[ ] Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.

[ ] Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

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 $ 2,020.88

11. [ ] The fair rental value of the premises is $ 15.66 per day.

PLAINTIFF *(Name)*: TENDERLOIN HOUSING CLINIC, INC.

DEFENDANT *(Name)*: TAMMY ST. GERMAINE, et al.

CASE NUMBER:

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)*: San Francisco Residential Rent Stabilization and Arbitration Ordinance, No. 276-79, as amended.

    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 $ 2,020.88
    d. ☐ reasonable attorney fees.
    e. ☒ forfeiture of the agreement.
    f. ☒ damages at the rate stated in item 11 from *(date:)* August 16, 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)*: Such other and further relief as the Court may deem just and necessary.
18. ☒ Number of pages attached *(specify)*: Two (2)

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.:
    c. Expires on *(date)*:

Date: August 8, 2006

ARNOLD W. EVJE II
(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)

▶ SEE ATTACHED VERIFICATION
(SIGNATURE OF PLAINTIFF)

THREE (3) DAY NOTICE TO PAY RENT OR QUIT

TO: Tammy St. Germaine DOES 1 – X
TENANT (s) IN POSSESSION

YOU ARE HEREBY notified that the rent is now due and payable on the premises now held and occupied by you, being those premises situated in the City of San Francisco, County of San Francisco, State of California, commonly known as **Room #71, All Star Hotel, 2791 16th Street, San Francisco, CA. 94103.**

Your account is delinquent in the amount of $2020.88 being the rent for the periods:

FROM:	TO:	AMOUNT:
04/01/2006	04/15/2006	$140.88 Bal
04/16/2006	04/30/2006	$235.00
05/01/2006	05/15/2006	$235.00
05/16/2006	05/31/2006	$235.00
06/01/2006	06/15/2006	$235.00
06/16/2006	06/30/2006	$235.00
07/01/2006	07/15/2006	$235.00
07/16/2006	07/31/2006	$235.00
08/01/2006	08/15/2006	$235.00

YOU ARE HEREBY required to pay said rent in full within three (3) days, personally to the Robert W. Williams, Hotel Manager on Duty, located at 2791 16th Street, San Francisco, California. 94103, (415) 503-1853, office hours Monday through Friday, 9a.m. – 5p.m., or to remove from and deliver up possession of the abovementioned premises to the manager of the landlord, who is authorized to receive same, or legal proceedings will be instituted against you to recover possession of said premises, to declare the forfeiture of the lease or rental agreement under which you occupy said premises, and to recover rents and damages together with court costs and attorney's fees, if applicable.

ADVICE REGARDING THIS NOTICE IS AVAILABLE FROM THE SAN FRANCISCO RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD. YOU MAY CALL (415) 252-4600. THIS LESSOR AND THIS NOTICE COMPLY WITH SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 37.9, SECTION 37.9 (a), SUBSECTION (1), ENACTED IN 1979, AND AMENDED THEREAFTER, IN THAT THE TENANTS HAVE FAILED TO PAY THE RENT TO WHICH THE LANDLORD IS LAWFULLY ENTITLED UNDER THE RENTAL AGREEMENT BETWEEN THE TENANTS AND THE LANDLORD.

DATED: August 4, 2006

Robert W. Williams

Robert W. Williams
General Manager
2791 16th Street.
San Francisco, CA 94103
TENDERLOIN HOUSING CLINIC, INC., Landlord

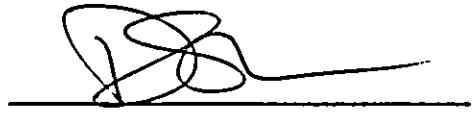
EXHIBIT 2

VERIFICATION

I, Drennen Shelton, say that:

I am the Director of Property Management for Tenderloin Housing Clinic, Inc., a California Non-Profit Corporation who is the Plaintiff in the above-entitled action. As such I am more familiar with the facts alleged in the above pleading than the plaintiff and for that reason make this verification on plaintiff's behalf, and am authorized to do so.

I have read the foregoing Complaint in Unlawful Detainer and the facts alleged in the above pleading are within my knowledge. The foregoing is true of my knowledge, except as to the matters therein stated on my belief, and as to those matters, I believe to be true. I declare under penalty of perjury that the foregoing is true and correct. Executed at San Francisco, California on August 8, 2006.



Drennen Shelton

Director of Property Management