

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address):
ARNOLD W. EVJE II, Attorney at Law, #095124
995 Market Street, Suite 1500
San Francisco, California, 94103

TELEPHONE NO.: (415) 495-8800

ATTORNEY FOR (Name): TENDERLOIN HOUSING CLINIC, INC., Plaintiff

NAME OF COURT: San Francisco Superior Court, Limited
STREET ADDRESS: 400 McAllister Street, Room 103
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, California, 94102
BRANCH NAME:

PLAINTIFF: TENDERLOIN HOUSING CLINIC, INC.

DEFENDANT: MICHAEL ALLEN,

DOES 1 TO 10, inclusive

FILED
San Francisco County Superior Court

JUN 29 2004

GORDON PARKER, Clerk
BY: William E. ...
Deputy Clerk

COMPLAINT—Unlawful Detainer possession

CASE NUMBER:

CUD - 04 - 610907

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

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

2. Defendants named above are in possession of the premises located at (street address, apt. No., city, and county):
520 South Van Ness Avenue, #322, San Francisco, CA., San Francisco County
94110-0005

3. Plaintiff's interest in the premises is as owner other (specify): as lessee of owner. Plaintiff and the

4. The true names and capacities of defendants sued as Does are unknown to plaintiff. named defendant(s) have a sublessor-sublessee agreement as more fully described below.

5. a. On or about (date): before June 1, 2004 defendants (names): MICHAEL ALLEN
(1) agreed to rent the premises for a month-to-month tenancy other tenancy (specify):
(2) agreed to pay rent of \$ 231.50 payable monthly other (specify frequency): twice monthly
The rent is due on the first of the month other day (specify): and the sixteenth (16th) day of each month

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

c. The defendants not named in item 5a are
(1) subtenants (2) assignees (3) other (specify): Unapproved occupants in possession

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

e. A copy of the written agreement is attached and labeled Exhibit 1.

6. a. Defendants (names): MICHAEL ALLEN were served the following notice on the same date and in the same manner:
(1) 3-day notice to pay rent or quit (4) 3-day notice to quit
(2) 3-day notice to perform covenants or quit (5) 30-day notice to quit
(3) other (specify): Three (3) Day Notice to Terminate Tenancy
b. (1) On (date): June 22, 2004 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. The notice included an election of forfeiture.
e. A copy of the notice is attached and labeled Exhibit 2.
f. One or more defendants was served (1) with a different notice, or (2) on a different date, or (3) in a different manner, as stated in attachment 6f. (Check item 7c and attach a statement providing the information required by items 6a-e and 7 for each defendant.)

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

(Continued on reverse)



PLAINTIFF (Name): TENDERLOIN HOUSING CLINIC, INC. CASE NUMBER:
 DEFENDANT (Name): MICHAEL ALLEN, et al.

7. a. The notice in item 6a was served on the defendants named in item 6a as follows:
- (1) by personally handing a copy to defendant on (date): June 19, 2004
 - (2) by leaving a copy with (name or description): of suitable age and discretion, on (date): AND mailing a copy to defendant at defendant's place of residence on (date): at defendant's residence business, a person 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 section 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 section 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 named in item 6f is stated in attachment 7c.

- 8. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
- 9. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$
- 10. The fair rental value of the premises is \$ per day.
- 11. Defendants' continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 174(b). (State specific facts supporting a claim up to \$600 in attachment 11.)
- 12. A written agreement between the parties provides for attorney fees.
- 13. Defendants' 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.
- 14. Plaintiff has met all applicable requirements of the ordinances.
- 15. Other allegations are stated in attachment 14.

16. PLAINTIFF REQUESTS

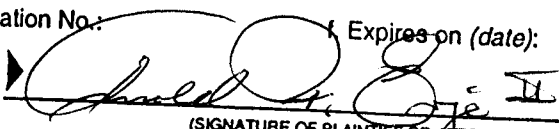
- a. possession of the premises.
- b. costs incurred in this proceeding.
- c. past due rent of \$
- d. reasonable attorney fees.
- e. forfeiture of the agreement.
- f. damages at the rate stated in item 10 from (date): for each day defendants remain in possession through entry of judgment.
- g. statutory damages up to \$600 for the conduct alleged in item 11.
- h. other (specify): Such other and further relief as the Court may deem just and necessary.

17. Number of pages attached (specify): Two (2)

18. (must be answered in all cases) An unlawful detainer assistant (Business and Professions Code sections 6400-6415) 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. Telephone No.:
- c. Street address, city, and ZIP:
- d. County of registration:
- e. Registration No.: Expires on (date):

ARNOLD W. FUJE, 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 TERMINATE TENANCY

TO: MICHAEL ALLEN, 520 South Van Ness Avenue, #322, San Francisco,
California, DOES 1 - 10, inclusive:
PLEASE TAKE NOTICE THAT YOU ARE HEREBY required within three (3)
days of service of this notice upon you, to vacate the above-
described premises and deliver possession of the premises now held
and occupied by you to SEAN HUGHES, who is located at
520 South Van Ness Avenue, Manager's Office, San Francisco, CA.
and who is authorized to receive the same by the landlord.

THIS NOTICE is intended for the purpose of terminating the rental
agreement by which you now hold possession of the above-described
premises. Your failure to deliver possession of the premises
within three (3) days of service of this notice upon you will
cause the undersigned to initiate legal proceedings against you to
declare a forfeiture of your rental agreement, to recover
possession of the premises, and to seek judgment for rent owed
through the expiration date of this notice, with damages for each
day of occupancy after that date.

ADVICE REGARDING THIS NOTICE IS AVAILABLE FROM THE SAN FRANCISCO
RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD, 25 VAN NESS
AVENUE, SAN FRANCISCO, CALIFORNIA, TELEPHONE NUMBER 252-4600.

THE RENT SHALL BE DUE AND PAYABLE to and including the date of
termination of your tenancy.

THIS NOTICE complies with the San Francisco Administrative Code,
Chapter 37.9(a), Subsection (3), in that: You are committing or
permitting to exist a nuisance in, or are causing substantial
damage to, the rental unit, or are creating a substantial inter-
ference with the comfort, safety or enjoyment of the landlord or
tenants in the building. Specifically, on June 1, 2004, you spit
in the face of another tenant in the building on the premises,
threatened to hit her, and said, "I'm going to kill that fat bitch."
Later on that date, you were walking in the hall of the third
floor of the premises saying that you were going to hurt somebody.
Still later on that date, you called the same tenant a "bitch" and
a "whore" and ran up to her in the premises lobby to hit her,
forcing the desk clerk there to get between you and the other tenant
to prevent you striking her. The desk clerk then called the San
Francisco Police Department and officer responded to the premises.
Your harassment of another female tenant caused her to obtain a
restraining order against you and you have failed and refused to
modify your behavior against female tenants.

DATED: June 18, 2004

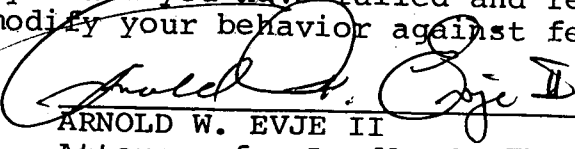

ARNOLD W. EVJE II
Attorney for Landlord, TENDERLOIN
HOUSING CLINIC, INC.

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 **June 29, 2004.**



Drennen Shelton

Director of Property Management