

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name & 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:

FOR COURT USE ONLY

SUMMONS ISSUED  
**FILED**  
 San Francisco County Superior Court

DEC 21 2004

GORDON PARK-LI, Clerk  
 BY: ~~PARAM NATT~~ Deputy Clerk

CASE NUMBER:  
**CUD 04-612751**

PLAINTIFF: TENDERLOIN HOUSING CLINIC, INC.  
 DEFENDANT: RUDY JIMINEZ,  
 DOES 1 TO 10, inclusive

**COMPLAINT—Unlawful Detainer\* possession**

1. a. Plaintiff is (1)  an individual over the age of 18 years (4)  a partnership  
 (2)  a public agency (5)  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):

2. Defendants named above are in possession of the premises located at (street address, apt. No., city, and county): 94110  
 520 South Van Ness Avenue, #320, San Francisco, CA., San Francisco County

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-

5. a. On or about (date): before defendants (names): RUDY sublessee agreement as more fully  
 December 1, 2004 JIMINEZ described below.

(1) agreed to rent the premises for a  month-to-month tenancy  other tenancy (specify):  
 (2) agreed to pay rent of \$463.00 payable  monthly  other (specify frequency):

The rent is due on the  first of the month  other day (specify):

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

c.  The defendants not named in item 5a are Unapproved occupants  
 (1)  subtenants (2)  assignees (3)  other (specify): 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): RUDY JIMINEZ  
 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): December 20, 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): RUDY JIMINEZ, 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):
  - (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): 12/15/04 and giving a copy to a person found residing at the premises) AND mailing a copy to defendant at the premises on (date): December 15, 2004
    - (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 1174(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.  
Plaintiff has met all applicable requirements of the ordinances.

- 14.  Other allegations are stated in attachment 14.
- 15. Plaintiff remits to the jurisdictional limit, if any, of the court.

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)

UNLAWFUL DETAINER ASSISTANT (Business and Professions Code sections 6400-6415)

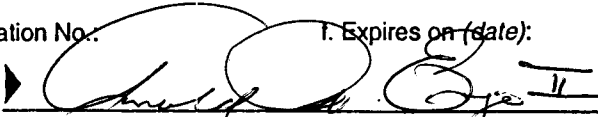
18. (must be answered in all cases) An unlawful detainer assistant  did not  did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state):

- a. Assistant's name:
- b. Telephone No.:
- c. Street address, city, and ZIP:

d. County of registration:

e. Registration No. \_\_\_\_\_ f. Expires on (date): \_\_\_\_\_

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)

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THREE (3) DAY NOTICE  
TO TERMINATE TENANCY

TO: RUDY JIMINEZ, 520 South Van Ness Avenue, #320, 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 by you to MELISSA BRAY, who is located at 520 South Van Ness Avenue, Manager's Office, San Francisco, CA., who is authorized by the landlord to receive same.


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.

YOUR 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)(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 interference with the comfort, safety or enjoyment of the landlord or tenants in the building. Specifically, on December 14, 2004, you asked the General Manager of the above premises to allow a guest, David Torres, who had been barred from the building, to be allowed to visit. When the General Manager denied that request, you and David Torres waited for him outside the front door of the building, assaulted him and attempted to rob him. You and David Torres then followed him to the 16th Street BART station, where you handed Torres your cane and he struck the General Manager, breaking the General Manager's arm. You and Torres were subsequently arrested by San Francisco Police Department officers for the above conduct. Violence against the building's management personnel is absolutely forbidden and grounds for your immediate eviction.

DATED: December 15, 2004

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

ARBITRATION BOARD  
STABILIZATION AND  
RESIDENTIAL RENT  
DEC 16 AM 10:25


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 December 21, 2004.



Drennen Shelton

Director of Property Management