

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
ARNOLD W. 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  
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:

DOES 1 TO 10, inclusive  
COMPLAINT — UNLAWFUL DETAINER\*  
 COMPLAINT  AMENDED COMPLAINT (Amendment Number):

Jurisdiction (check all that apply):  
 ACTION IS A LIMITED CIVIL CASE  
Amount demanded  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)

FILED  
OCT 5 2005  
COMPTON COUNTY CLERK  
BY: [Signature]  
Deputy Clerk

SUMMONS ISSUED

CASE NUMBER: CUD 05 616278

1. PLAINTIFF (name each): TENDERLOIN HOUSING CLINIC, INC.  
alleges causes of action against DEFENDANT (name each): BRIAN MERRITT

2. 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):

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):  
540 Jones Street, #203, San Francisco, CA., 94102, San Francisco County

4. Plaintiff's interest in the premises is  as owner  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 defendant (name each): BRIAN MERRITT  
October 1, 2005

(1) agreed to rent the premises as a  month-to-month tenancy  other tenancy (specify):  
(2) agreed to pay rent of \$ 232.50 payable  monthly  other (specify frequency): twice monthly  
(3) agreed to pay rent on the  first of the month  other day (specify): and the fifteenth (15th) 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):

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

PLAINTIFF (Name): TENDERLOIN HOUSING CLINIC, INC.  
DEFENDANT (Name): BRIAN MERRITT, 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 \$
- d.  reasonable attorney fees.
- e.  forfeiture of the agreement.
- f.  damages at the rate stated in item 11 from (date:) 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)

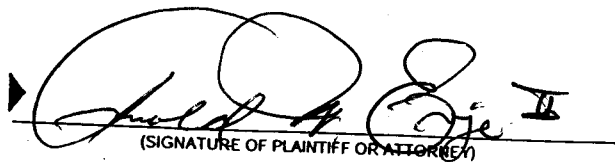
UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

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: October 28, 2005

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 TERMINATE TENANCY

TO: BRIAN MERRITT, 540 Jones Street, #203, San Francisco, CA.,  
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 MELISSA BRAY, who is located at 540 Jones Street, Manager's Office, San Francisco, CA. and who is authorized to receive the same by the landlord.

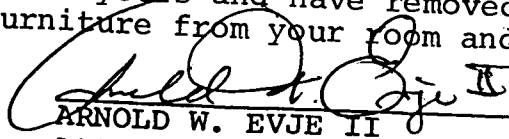
THIS NOTICE is intended for the purpose of terminating the rental agreement by which you now hold possession of the above-described premises. Your failure to deliver possession of the premises within three (3) days of service of this notice upon you will cause the undersigned to initiate legal proceedings 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 interference with the comfort, safety or enjoyment of the landlord or tenants in the building. Specifically, on or about September 28, 2005, you removed the toilet in your bathroom from its base and placed it in your bathtub and pulled up the carpet on the floor in your room, exposing the wood floor underneath. Your room is full of bicycles and bicycle parts and you have placed bicycles and bicycle parts, debris and trash in the hallway outside of your room which block the access of people in the building to an emergency exit and over which people could fall and injure themselves. You have been warned by the building management on several occasions to keep your area clean and debris-free and you have failed and refused to do so. You also caused flooding in your room which resulted in water damage to the unit below yours and have removed building furniture from your room and the mezzanine.

DATED: October 21, 2005

  
ARNOLD W. EVJE II

Attorney for Landlord, TENDERLOIN HOUSING CLINIC, INC.

S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD  
2005 OCT 24 AM 11:10

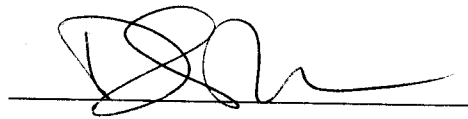
VERIFICATION

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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 October 28, 2005.



Drennen Shelton

Director of Property Management