| | \ |
|--|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): | - SUSTINIONS ISSUBITION |
| ARMOUD W. EVUE II. Attorney of the grant and the second | CUEFILE B |
| 995 Market Street, Suite 1500 San Francisco, California, 94103 | donedniff fredigenst |
| TELEPHONE NO. (415) ADE DOOG: | SAR FRANCISCO |
| TELEPHONE NO.: (415) 495-8800' FAX NO. (Optional): | 05 OF N FB 281 1011 39 40 |
| ATTORNEY FOR (Name): TENDERLOIN HOUSING CLINIC THE DIST | LI PORSORBON PARK - 11 CIERY |
| | |
| STREET ADDRESS: 400 McAllister Street | ARY ANN MORAN |
| CITY AND ZIP CODE: San Francisco, California, 94102 | DEPUTT CLERK |
| | 1. Myor |
| PLAINTIFF: TENDERLOIN HOUSING CLINIC, INC. | |
| DEFENDANT: ROY HILL, | |
| X DOES 1 TO 10, inclusive | |
| COMPLAINT - UNLAWFUL DETAINER' | CASE CUDE 05 614757 |
| COMPLAINT AMENDED COMPLAINT (Amendment Number): | 600-03 614751 |
| 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) | |
| The state of the s | k 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): ROY HILL | |
| | |
| 2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership. | |
| (2) a public agency. (3) a position for a partnership. | California Nonprofit |
| (3) other (specify): | Carrothia Monbrolif |
| b. Plaintiff has complied with the fictitious business name laws and is doing business | ss under the fictitious name of (specify): |
| 3. Defendant named above is in possession of the premises located at (street address, apt. no. | .,, |
| 540 Jones Street #601 San Report #60 40 Jones Street #601 | o., city, zip code, and county): |
| 540 Jones Street, #601 , San Francisco, CA., 94102, | |
| Plaintiff's interest in the premises is as owner X other (specify): as lessee named defendant(s) have a sublessor-sublessee agreement as mo The true names and capacities of defendants sued as Does are unknown to plaintiff. a. On or about (date): before | of owner Plaintiff and the |
| 5. The true names and capacities of defendants sued as Does are unknown to plaints. | re fully described below. |
| Control (name each): ROY HILL | • |
| June 1, 2005 | |
| (1) agreed to rent the premises as a x month-to-month tenancy other tank | • |
| (2) agreed to pay rent of \$232.50 payable mouthly state tend | incy (specify): |
| (3) agreed to pay rent on the X first of the month X other day (specify): and b. This written X oral agreed to pay rent on the X first of the month X other day (specify): and | city frequency): twice monthly |
| or a sqreement was made with | each month (16th) day |
| (1) plaintiff. | |
| other (specify): | |
| * NOTE: Do not use this form for evictions after sale (Code Civ. Proc. 6 1151a) | |
| Audiai Council of Castonia | Page 1 of 3 |
| Judicial Council of California COMPLAINT—UNLAWFUL DETAINER UD-100 [Rev. January 1, 2005] | CNE Code, \$ 1940 et seq. Code of CNE Procedure \$5 425.12, 1166 www.counting.ca.gov |
| | y |

| DEFENDANT (Name): ROY HITLE, DOES 1 - 10, inclusive 6. c. | PLAINTIFF (Name): TENDERLOIN HOUSING CLINIC, INC. | |
|--|--|---|
| 6. c. The defendants not named in Rem 6a are (1) St. St. St. St. (2) St. Stagenes. (3) St. Stagenes. (4) Massignes. (5) Massignes. (6) Massignes. (7) Massignes. (8) Massignes. (9) Massignes. (9) Massignes. (1) Massignes. (1) Massignes. (2) Massignes. (3) Massignes. (4) The agreement was later changed as follows (specify): (5) Massignes. (6) Massignes. (7) Massignes. (8) A copy of the written agreement, including any addends or attachments that form the basis of this complaint, is attached a classification of the standord or the standord semployees of the standord or standord semployees or agents. (8) Massignes. (9) Massignes. (10) Massignes. (11) Massignes. (12) Massignes. (22) Massignes. (23) Massignes. (24) Massignes. (25) Massignes. (26) Massignes. (27) Massignes. (28) Massignes. (29) Massignes. (20) Massignes. (20) Massignes. (30) Massignes. (40) Massignes. (51) Massignes. (61) Massignes. (71) Massignes. (72) Massignes. (73) Massignes. (74) Massignes. (75) Massignes. (76) Massignes. (77) Massignes. (78) Massignes. (79) Massignes. (79) Massignes. (70) Massignes. (70) Massignes. (70) Massignes. (71) Massignes. (71) Massignes. (72) Massignes. (73) Massignes. (74) Massignes. (75) Massignes. (76) Massignes. (76) Massignes. (76) Massignes. (77) Massignes. (78) Massignes. (8) Massigne | DEFENDANT/Namel: DOS: 1 | CASE NUMBER |
| (1) Subbenants. (2) List subbenants. (3) List of the specify: Unapproved occupants in possession d. The agreement was later changed as follows (specify): e. Acopy of the written agreement, including any addends or attachments that form the basis of this complaint, in attached and labeled Exhibit 1. (Required for residential propenty, unless them 8 is checked. See Code CN. Proc., \$ 1168.) for residential propenty): A copy of the written agreement is not attached because (specify reason): (1) this written agreement is not in the possession of the landford or the landford's employees or agents. (2) this action is solely for nonpayment of rent (Code Cv. Proc., \$ 1161(2)). 7. In a Defendant (name each): ROY HILL was 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 pair (2) 3 day notice to pay in the same date and in the same manner: (3) 3 day notice to pay in the same date and in the same manner: (4) 3 day notice to quit (5) 20 the (specify): Three (3) Day Hottice to pay the code of the date. (5) 20 before (specify): Three (3) Day Hottice to pay the code of the date. (6) 20 Code (specify): Three (3) Day Hottice to pay the period stated in the notice by that date. (7) The notice included an election of Infelture. (8) 3 Hottice (specify): Three (3) Day Hottice to pay the period stated in the notice by that date. (9) The notice included an election of Infelture. (9) The notice in family and the same stated in Attachment See. (Check Rum & and attach a statement providing the information required by Rumanner, as stated in Attachment See. (Check Rum & and attach a statement providing the information required by Rumanner, as stated in Attachment See. (1) The notice in Rumanner, as stated in Attachment See. (2) The notice in Rumanner and the provi | | • |
| (2) Sassigness. (3) Sassigness. (3) Sassigness. (4) The agreement was later changed as follows (specify): a. A copy of the written agreement. Including any addends or attachments that form the basis of this complaint, it attached by the state of the content of the state of th | strong in item 6a are | I |
| d. The agreement was later changed as follows (specify): a. Acony of the written agreement, including any addends or attachments that form the basis of this complaint. Is attached and labeled Exhibit 1. (Required for residential property, unless item of its checked. See Code Cit. Proc., \$ 1160.) (i) the written agreement is not in the possession of the landard or the landard's employees or agents. (i) the written agreement is not in the possession of the landard or the landard's employees or agents. (i) the written agreement is not in the possession of the landard or the landard's employees or agents. 7. X a. Defendant (name each): ROY HILL was served the following notice on the same date and in the same manner: (ii) 3-dey notice to pay rent or quit. (i) 3-day notice to perform covenants or quit. (ii) 3-day notice to pay the period stated in the notice of the period of the day. (iii) 10 details (10 me 27, 2005 the period stated in the notice expected with early of the period stated in the notice expectify. Phase of the end of the day. (iii) 10 details (10 me 27, 2005 the period stated in the notice expect with early of the period stated in the notice expectify. The period state of the notice by that date. c. All facts stated in the notice are true. d. The notice included an election of foreliture. e. X Acopy of the notice is attached and abelied Exhibit 2. (Required for residential property. See Code Civ. Proc., 9 1763.) f. Dince or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different part of the period of the defendant of the defendant of the manner as a stollows: (i) X by personally handling a copy to defendant named in item 7a as follows: (ii) Y by personally handling a copy to defendant of (late): (iii) Y by personally handling a copy to defendant of (late): (iv) Y because defendant are period of the defendant at the premises on (date): (iv) Y because defendant on (late): (iii) Y by personally handling a copy to defendant on (late): (iv) | (2) X assignees | : |
| d. | 171 171 | |
| 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 of is checked. See Code Civ. Proc., § 1166.) (1) the written agreement is not in the possession of the landford or the landford's employees or agents. (1) the written agreement is not in the possession of the landford or the landford's employees or agents. 7 as action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)). was served the following notice on the same date and in the same manner: (1) 3-day notice to pay rent or quit | d. The agreement was later changed as fall. | session : |
| (1) | that ged as follows (specify): | : |
| (1) | e Aeemarku | i |
| (1) | and labeled Exhibit 1 (Committee agreement, including any addenda or attachments that a | |
| (1) | f. [For residential property] A compact that form | the basis of this complaint, is attached |
| 7. a. Defendant (name each): ROY HILL was served the following notice on the same date and in the same manner: (1) | (1) the written agreement is not in the written agreement is not attached becau | ISE (Specify special) |
| was served the following notice on the same date and in the same manner: (1) | - 3 SCHOOL IS SOIGN TO DODOS | diord's employees or annual |
| was served the following notice on the same date and in the same manner: (1) | 7. X a. Defendant (name each): ROY HTTT | |
| (2) 30-day notice to quit (3) 60-day notice to quit (5) 3-day notice to print (5) 3-day notice to print (5) 3-day notice to quit (6) 3-day notice to quit (7) 60-day notice to quit (8) 3-day notice to quit (9) 10-day notice to quit (10) 10-day notice to quit (11) 10-day notice to quit (12) 20-day notice to quit (13) 20-day notice to quit (14) 3-day notice to quit (15) 3-day notice to quit (16) 20-day notice to quit (17) 20-day notice to quit (18) 20-day notice to quit (19) 20-day notice see Civil Code, § 1946 before using) by sending a copy to certified or registered mail (10) 20-day notice in tem 7a is attached and labeled Exhibit 3. (10) 20-day notice in tem 7a is attached and labeled Exhibit 3. (10) 20-day notice in tem 7a is attached and labeled Exhibit 3. (10) 20-day notice to pay rent or quit was served on behalf of all defendants who signed a joint lormation about service of notice on the defendants alleged in item 71 is stated in Attachment 8c. (2) 20-day notice to pay rent or quit was served on pay a furth of rent due was \$ per day. | | · |
| (2) 30-day notice to quit (3) 60-day notice to quit (5) 3-day notice to print (5) 3-day notice to print (5) 3-day notice to quit (6) 3-day notice to quit (7) 60-day notice to quit (8) 3-day notice to quit (9) 10-day notice to quit (10) 10-day notice to quit (11) 10-day notice to quit (12) 20-day notice to quit (13) 20-day notice to quit (14) 3-day notice to quit (15) 3-day notice to quit (16) 20-day notice to quit (17) 20-day notice to quit (18) 20-day notice to quit (19) 20-day notice see Civil Code, § 1946 before using) by sending a copy to certified or registered mail (10) 20-day notice in tem 7a is attached and labeled Exhibit 3. (10) 20-day notice in tem 7a is attached and labeled Exhibit 3. (10) 20-day notice in tem 7a is attached and labeled Exhibit 3. (10) 20-day notice to pay rent or quit was served on behalf of all defendants who signed a joint lormation about service of notice on the defendants alleged in item 71 is stated in Attachment 8c. (2) 20-day notice to pay rent or quit was served on pay a furth of rent due was \$ per day. | • | |
| (2) 30-day notice to quit (3) 60-day notice to quit (5) 3-day notice to print (5) 3-day notice to print (5) 3-day notice to quit (6) 3-day notice to quit (7) 60-day notice to quit (8) 3-day notice to quit (9) 10-day notice to quit (10) 10-day notice to quit (11) 10-day notice to quit (12) 20-day notice to quit (13) 20-day notice to quit (14) 3-day notice to quit (15) 3-day notice to quit (16) 20-day notice to quit (17) 20-day notice to quit (18) 20-day notice to quit (19) 20-day notice see Civil Code, § 1946 before using) by sending a copy to certified or registered mail (10) 20-day notice in tem 7a is attached and labeled Exhibit 3. (10) 20-day notice in tem 7a is attached and labeled Exhibit 3. (10) 20-day notice in tem 7a is attached and labeled Exhibit 3. (10) 20-day notice to pay rent or quit was served on behalf of all defendants who signed a joint lormation about service of notice on the defendants alleged in item 71 is stated in Attachment 8c. (2) 20-day notice to pay rent or quit was served on pay a furth of rent due was \$ per day. | was served the following notice on the same date and in the | • |
| Solidary notice to quit (5) | (1) 3-day notice to pay rent or quit (4) 3-day notice | ; • |
| b. (1) On (date): June 27, 205 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. | 50-day notice to guit | m covenants or quit |
| (2) Defendants failed to comply with the requirements of the notice expired at the end of the day. 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. (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 item 7a. A statement providing the information required by manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by item 7a. A was served on the defendant named in item 7a as follows: (1) by personally handing a copy to defendant on (date): June 22, 2005 (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): because defendant cannot be found at defendant's residence or usual place of business. (3) by posting a copy on the premises on (date): pecause defendant cannot be found at defendant at the premises on (date): 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): (b) (Not for residential tenancies: see Civil Code, § 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 alleged in item 71 is stated in Attachment 8c. The fair rental value of the premises is \$ per day. | b. (1) On (data): - (6) X Other (specify). Thr | ee (3) Day Notice to |
| d. 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., § 1766.) f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different name, as stated in Attachment 8c. (Check Rem 8c and attach a statement providing the information required by Remarks, as stated in Attachment 8c. (Check Rem 8c and attach a statement providing the information required by Remarks, as stated in Rem 7a was served on the defendant named in item 7a as follows: (1) | (2) Defendants failed to complete with the period stated in the notice exp | minate Tenancy |
| d. A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1766.) f. Cone 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 Rem 8c and attach a statement providing the information required by Rems 7a-e and 8 for each defendant.) 8. a. The notice in Rem 7a was served on the defendant named in Item 7a as follows: (1) | c. All facts stated in the notice are to be | at the end of the day. |
| Since Sinc | d The notice included an at | : : |
| manner, as stated in Attachment Bc. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.) 8. a. The notice in item 7a was served on the defendant named in item 7a as follows: (1) | e. X A copy of the notice is attached and labeled Exhibit 2 (Pageing Co.) | |
| manner, as stated in Attachment Bc. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.) 8. a. The notice in item 7a was served on the defendant named in item 7a as follows: (1) | f. One or more defendants were as a second of the first transfer o | tial property. See Code Civ. Proc., |
| 8. a. The notice in item 7a was served on the defendant named in item 7a as follows: (1) by personally handing a copy to defendant on (date): June 22, 2005 (2) by leaving a copy with (name or description): of suitable age and discretion, on (date): 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): 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 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 7t is stated in Attachment 8c. (Information about service of the notice in item 7a is attached and labeled Exhibit 3. Proof of service of the notice in item 7a is attached and labeled Exhibit 3. Prion of service of the notice to pay rent or quit was served, the amount of rent due was \$ per day. | manner, as stated in Attachment 8c. (Check item 8a and attachment 8c.) | rent date, or (3) in a different |
| (1) \[\] by personally handing a copy to defendant on (date): June 22, 2005 (2) \[by leaving a copy with (name or description): \] at defendant's \[residence \] residence \[business \] by leaving a copy to defendant at defendant's place of residence on (date): \] AND mailing a copy to defendant 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 (a) \[because defendant's residence and usual place of business cannot be ascertained OR (b) \[because defendant on is 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 defendant on (date): (b) \[(Not for residential tenancies; see Civil Code, \$ 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 alleged in item 71 is stated in Attachment 8c. d. \[\] 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 \$ per day. | 8. a. X The notice in term 7. | providing the information required by |
| (2) by leaving a copy with (name or description): of suitable age and discretion, on (date): at defendant's residence on (date): at defendant's 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): 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): (b) (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 7t is stated in Attachment 8c. (C) Information about service of notice on the defendant because of expiration of a fixed-term lease. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ per day. | ''' > CI YEU UN IMP (1010000000000000000000000000000000000 | |
| of suitable age and discretion, on (date): 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. because defendant cannot be found at defendant's residence or usual place of business. by posting a copy on the premises on (date): 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. b. (Name): written rental agreement. usas 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. Handle Commercial femands possession from each defendant because of expiration of a fixed-term lease. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ per day. | The state of the s | |
| because defendant cannot be found at defendant's residence on (date): Decause defendant cannot be found at defendant's residence or usual place of business. Commercial lease between the parties. Commercial lease between the parties. Commercial lease between the parties. Commercial defendant at the premises on (date): | of suitable age and discretion and discretion of | · · |
| 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): AND giving a copy to a person found (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 information about service of notice on the defendants alleged in item 7t is stated in Attachment 8c. Proof of service of the notice in item 7a is attached and labeled Exhibit 3. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ per day. | Civil Indillift a Conv IV defendant | residence [] |
| AND giving a copy to a person found (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. b. (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. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ per day. | because defendant cannot be found at defendant's residence on (da | nte): |
| (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. b. (Name): was served on behalf of all defendants who signed a joint information about service of notice on the defendants alleged in item 71 is stated in Attachment 8c. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ per day. | by posting a copy on the premises on (date): | ce of business. |
| (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 idate): (5) (Not for residential tenancies; see Civil Code, § 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 of all defendants who signed a joint of all defendants 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. 11. The fair rental value of the premises is:\$ per day. | at the prefrises AND mailing a copy to defendant at the commission | ND giving a copy to a person found on (data). |
| (4) | | |
| commercial lease between the parties. b. (Name): written rental agreement. c. Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c. 9. Proof of service of the notice in item 7a is attached and labeled Exhibit 3. 9. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ The fair rental value of the premises is:\$ per day. | (4) (Not for 3-day notice; see Civil Code, § 1946 before union by | ere, |
| commercial lease between the parties. b. (Name): written rental agreement. c. Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c. 9. Proof of service of the notice in item 7a is attached and labeled Exhibit 3. 9. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ The fair rental value of the premises is:\$ per day. | addressed to defendant on (date): | py by certified or registered mail |
| written rental agreement. c. Information about service of notice on the defendants alleged in item 7/ is stated in Attachment 8c. Proof of service of the notice in item 7a is attached and labeled Exhibit 3. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ per day. | commercial lease between the parties | lanner specified in a veries |
| d. Proof of service of notice on the defendants alleged in item 7f is stated in Attachment 8c. 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 \$ 11. Proof of service of notice on the defendants alleged in item 7f is stated in Attachment 8c. 9. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease. 11. The fair rental value of the premises is:\$ Proof of service of notice on the defendants alleged in item 7f is stated in Attachment 8c. 9. The fair rental value of the premises is:\$ Proof of service of notice on the defendants alleged in item 7f is stated in Attachment 8c. | | · · · · · · · · · · · · · · · · · · · |
| d. Proof of service of notice on the defendants alleged in item 7f is stated in Attachment 8c. 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 \$ 11. Proof of service of notice on the defendants alleged in item 7f is stated in Attachment 8c. 9. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease. 11. The fair rental value of the premises is:\$ Proof of service of notice on the defendants alleged in item 7f is stated in Attachment 8c. 9. The fair rental value of the premises is:\$ Proof of service of notice on the defendants alleged in item 7f is stated in Attachment 8c. | written rental agreement. Was served on behalf of | of all defendants who signed a joint |
| Plaintiff demands possession from each defendant because of expiration of a fixed-term lease. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ The fair rental value of the premises is \$ per day. | "" Alliauti about Service of notice on the day | |
| 10. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ The fair rental value of the premises is \$ per day. | 9. Distance of the riotice in item 7a is attached and labeled Exhibit 3. | actiment 8c. |
| The fair rental value of the premises is:\$ per day. | Plaintif demands possession from each defeate at | . |
| per day, | The fair rental value of the province is the served, the amount of rent due was s | lease, |
| UD-100 [Rev. January 1, 2005] | per day, | |
| | U0-100 [Rev. January 1, 2005] | |

| (·; | • | • |
|---|---|---|
| PLAINTIFF (Name): TENDERLOIN "HOUSING | CLINIC. INC. | CASE NUMBER: |
| DEFENDANT (Name): ROY HILL, DOES 1 - | | 1 |
| 12. Defendant's continued possession to mattata | | v damanes under Codo et o |
| section 1174(b). (State specific facts support 13. A written agreement between the parties pro | ting a claim up to \$600 in Attachmer | of 12.) |
| 14. LXI Defendant's tenancy is subject to the local reand date of passage): San Francis | | |
| Plaintiff has met all applicable requirements of | | |
| 15. Other allegations are stated in Attachment 15 | of the ordinances. | |
| Plaintiff accepts the jurisdictional limit, if any, of the | | |
| 17. PLAINTIFF REQUESTS | | |
| a. possession of the premises. | f. damages at the rate st | ated in item 11 from |
| b. costs incurred in this proceeding: | (date:) | for each day that |
| c. past-due rent of \$ | defendants remain in p | possession through entry of judgment. |
| d reasonable attorney fees. eX forfeiture of the agreement. | g. statutory damages up item 12. | to \$600 for the conduct alleged in |
| | h. X other (specify): Suc | h other and further relief |
| 18. X Number of pages attached (specify): Two | (2) as | the Court may deem just and essary. |
| UNLAWFUL DETAINED | | - |
| 19 (Complete in all cases) An article 4.4.4.4 | ASSISTANT (Bus. & Prof. Code, | §§ 6400–6415) |
| (Complete in all cases.) An unlawful detainer assist with this form. (If plaintiff has received any help or a | ant <u> </u> | or compensation give advice or assistance ner assistant, state:) |
| a. Assistant's name: | • | |
| b. Street address, city, and zip code: | c. Telephon | |
| • | d. County of | |
| | e. Registrati | |
| • | C Expires o | n <i>(date):</i> |
| Date: | | |
| ARNOLD W. EVJE II (TYPE OR PRINT NAME) | _ SSC | MATURE OF PLANTIEF OR ATTORNED |
| • | • | |
| | • | • |
| VE | RIFICATION | |
| (Use a different verification form if the ver | rification is by an attorney or for a so- | |
| I am the plaintiff in this proceeding and have read this con California that the foregoing is true and correct. | mplaint. I declare under penalty of pe | rjury under the laws of the State of |
| Date: | | |
| | · | |
| | _ | · · |
| <u> </u> | . SEE | ATTACHED VERIFICATION |
| (TYPE OR PRINT NAME) | | (SIGNATURE OF PLAINTIFF) |
| <u>.</u> . | | • |
| UO-100 [Rev. January 1, 2005] | | |

COMPLAINT—UNLAWFUL DETAINER

1 THREE (3) DAY NOTICE TO TERMINATE TENANCY 2 TO: ROY HILL, 540 Jones Street, #601, San Francisco, CA., 3 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-4 described premises and deliver possession of the premises now held and occupied by you to LINDA GRIGSBY 540 Jones Street, Manager's Office, San Francisco, CA. , who is located at 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. 11 ADVICE REGARDING THIS NOTICE IS AVAILABLE FROM THE SAN FRANCISCO RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD, 25 VAN NESS 13 AVENUE, SAN FRANCISCO, CALIFORNIA, TELEPHONE NUMBER 252-4600. THE RENT SHALL BE DUE AND PAYABLE to and including the date of 14 termination of your tenancy. 15 THIS NOTICE complies with the San Francisco Administrative Code, 16

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 June 8, 2005, while at the front desk of 540 Jones Street, you threatened to blow up the building and to start fights with other people in the building. Violence or threats of violence to anyone on the premises is absolutely forbidden and grounds for immediate eviction.

21

22

23

24

25

26

27

28

DATED: June 20, 2005

ARBITRATION BOARD S.F. RESIDERFIAL RENT

2005 JUN 2 I AM 10: 25

BECEINED

W. EVJE

Attorney for Landlord, TENDERLOIN HOUSING CLINIC, INC.

EXHIBIT 2

| 1 | |
|----|---|
| 1 | VERIFICATION |
| 2 | I, Drennen Shelton, say that: |
| 3 | I am the Director of Property Management for Tenderloin Housing Clinic, Inc., |
| 4 | a California Non-Profit Corporation who is the Plaintiff in the above- |
| 5 | entitled action. As such I am more familiar with the facts alleged in the |
| 6 | above pleading than the plaintiff and for that reason make this verification |
| 7 | on plaintiff's behalf, and am authorized to do so. |
| 8 | I have read the foregoing Complaint in Unlawful Detainer and the facts |
| 9 | alleged in the above pleading are within my knowledge. The foregoing is true |
| 10 | of my knowledge, except as to the matters therein stated on my belief, and as |
| 11 | to those matters, I believe to be true. I declare under penalty of perjury |
| 12 | that the foregoing is true and correct. Executed at San Francisco, |
| 13 | California on June 28, 2005. |
| 14 | |
| 15 | |

Drennen Shelton

Director of Property Management