

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, 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
MAY 19 2006
GORDON PARKLI, Clerk
BY: Deborah Stepe, 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. KENNETH WATSON, et al.

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)

CASE NUMBER:
GUD-06 618274
JUDGE:
DEPT:

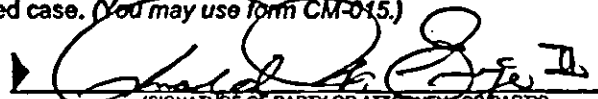
Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|--|---|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other P/DPD/WD (23)
Non-P/DPD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-P/DPD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input checked="" type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> 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. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> 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.

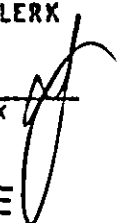
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
 Date: May 19, 2006
 ARNOLD W. EVJE II
 (TYPE OR PRINT NAME) 
(SIGNATURE OF PARTY OR ATTORNEY OF PARTY)

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.

SUMMONS ISSUED

UD-100

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		FILED FOR COURT USE ONLY SUPERIOR COURT COUNTY OF SAN FRANCISCO 06 MAY 19 AM 10:50 GORDON PARK - LI. CLERK BY:  DEPUTY CLERK D. STEPPE
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:		CASE NUMBER: 06 618274
PLAINTIFF: TENDERLOIN HOUSING CLINIC, INC. DEFENDANT: KENNETH WATSON, <input checked="" type="checkbox"/> DOES 1 TO <u>10</u> , inclusive		
<input checked="" type="checkbox"/> COMPLAINT — UNLAWFUL DETAINER* <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):		
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue) <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue) <input type="checkbox"/> from unlimited to limited		

1. PLAINTIFF (name each): **TENDERLOIN HOUSING CLINIC, INC.**
 alleges causes of action against DEFENDANT (name each): **KENNETH WATSON**

2. 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):

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):
66 Geary Street, # 517, San Francisco, CA., 94108, 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): **KENNETH WATSON**
February 16, 2006

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

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

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

6. c. The defendants not named in item 6a 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, 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. a. Defendant (name each): KENNETH WATSON

was served the following notice on the same date and in the same manner:

- (1) 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): May 10, 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. 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 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. 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): May 7, 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.
- 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 7f 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 \$ 1,365.00
11. The fair rental value of the premises is \$ 15.66 per day.

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

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

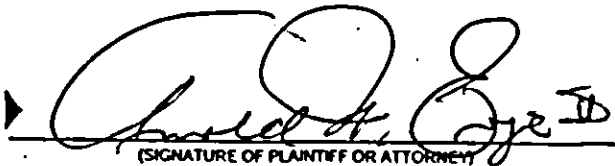
- | | |
|---|---|
| a. possession of the premises. | f. <input checked="" type="checkbox"/> damages at the rate stated in item 11 from (date:) May 16, 2006 for each day that defendants remain in possession through entry of judgment. |
| b. costs incurred in this proceeding: | g. <input type="checkbox"/> statutory damages up to \$600 for the conduct alleged in item 12. |
| c. <input checked="" type="checkbox"/> past-due rent of \$ 1,365.00 | h. <input checked="" type="checkbox"/> other (specify): Such other and further relief as the Court may deem just and necessary. |
| d. <input type="checkbox"/> reasonable attorney fees. | |
| e. <input checked="" type="checkbox"/> forfeiture of the agreement. | |
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: | c. Telephone No.: |
| b. Street address, city, and zip code: | d. County of registration: |
| | e. Registration No.: |
| | f. Expires on (date): |

Date: May 19, 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: Kenneth William Watson
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 #517 Graystone Hotel, 66 Geary St San Francisco, CA 94108.

Your account is delinquent in the amount of \$1,365.00 being the rent for the periods:

<u>FROM:</u>	<u>TO:</u>	<u>AMOUNT:</u>
February 16, 2006	February 28, 2006	190.00(Balance)
March 1, 2006	March 15, 2006	235.00
March 16, 2006	March 31, 2006	235.00
April 1, 2006	April 15, 2006	235.00
April 16, 2006	April 30, 2006	235.00
May 1, 2006	May 15, 2006	235.00

YOU ARE HEREBY required to pay said rent in full within three (3) days, personally to the Graystone Hotel Manager on Duty, located at 66 Geary St., San Francisco, California 94108, (415) 398-2861, 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: May 7, 2006.

Ricky Coleman
Ricky Coleman
Property Manager
66 Geary St
San Francisco, CA 94108
Telephone: (415) 398-2861
TENDERLOIN HOUSING CLINIC, INC., Landlord

EXHIBIT 2

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 May 19, 2006.



Drennen Shelton
Director of Property Management

SUMMONS
(CITACION JUDICIAL)

UNLAWFUL DETAINER—EVICTION

(RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO): KENNETH WATSON,
DOES 1 - 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):
TENDERLOIN HOUSING CLINIC, INC.

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

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.

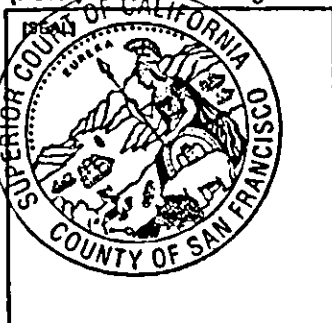
1. The name and address of the court is:
(El nombre y dirección de la corte es):
San Francisco Superior Court, Limited Jurisdiction
400 McAllister Street, Room 103
San Francisco, California, 94102

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) 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) **MAY 19 2006** **GORDON PARK-LI** Clerk, by **D. STEPPE** Deputy (Adjunto) (Secretario)

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



4. NOTICE TO THE PERSON SERVED: You are served
- a. 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):

NOTICE: EVERYONE WHO LIVES IN THIS RENTAL UNIT MAY BE EVICTED BY COURT ORDER. READ THIS FORM IF YOU LIVE HERE AND IF YOUR NAME IS NOT ON THE ATTACHED SUMMONS AND COMPLAINT.

1. If you live here and you do not complete and submit this form within 10 days of the date of service shown on this form, you will be evicted without further hearing by the court along with the persons named in the Summons and Complaint.
2. If you file this form, your claim will be determined in the eviction action against the persons named in the Complaint.
3. If you do not file this form, you will be evicted without further hearing.

CLAIMANT OR CLAIMANT'S ATTORNEY (Name and Address): ATTORNEY FOR (Name): NAME OF COURT: STREET ADDRESS MAILING ADDRESS CITY AND ZIP CODE BRANCH NAME:	TELEPHONE NO.:	FOR COURT USE ONLY CASE NUMBER: CUD-06 618274
PLAINTIFF: DEFENDANT:		(To be completed by the process server) DATE OF SERVICE: (Date that this form is served or delivered, and posted, and mailed by the officer or process server)
PREJUDGMENT CLAIM OF RIGHT TO POSSESSION		
Complete this form only if ALL of these statements are true: 1. You are NOT named in the accompanying Summons and Complaint. 2. You occupied the premises on or before the date the unlawful detainer (eviction) Complaint was filed. 3. You still occupy the premises.		

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (specify):
2. I reside at (street address, unit No., city and ZIP code):
3. The address of "the premises" subject to this claim is (address):
4. On (insert date): , the landlord or the landlord's authorized agent filed a complaint to recover possession of the premises. (This date is the court filing date on the accompanying Summons and Complaint.
5. I occupied the premises on the date the complaint was filed (the date in item 4). I have continued to occupy the premises ever since.
6. I was at least 18 years of age on the date the complaint was filed (the date in item 4)
7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (the date in item 4).
8. I was not named in the Summons and Complaint.
9. I understand that if I make this claim of right to possession, I will be added as a defendant to the unlawful detainer (eviction) action.
10. (Filing fee) I understand that I must go to the court and pay a filing fee of \$ _____ or file with the court the form "Application for Waiver of Court Fees and Costs." I understand that if I don't pay the filing fee or file with the court the form for waiver of court fees within 10 days from the date of service on this form (excluding court holidays), I will not be entitled to make a claim of right to possession.

(Continued on reverse)

