

SUMMONS ISSUED UD-100

<p>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</p>	<p><small>FOR COURT USE ONLY</small> SUPERIOR COURT COUNTY OF SAN FRANCISCO 05 MAY 11 AM 11:58 GORDON PARK - LI. CLERK</p>
<p>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:</p>	<p>BY: MARY ANN MORAN <i>MAMORAN</i></p>
<p>PLAINTIFF: TENDERLOIN HOUSING CLINIC, INC. DEFENDANT: HOWARD FIELDS, <input checked="" type="checkbox"/> DOES 1 TO <u>10</u>, inclusive</p>	<p>CASE NUMBER: CUD-05 614200</p>
<p>COMPLAINT — UNLAWFUL DETAINER* <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):</p>	
<p>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</p>	

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

2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership. California Nonprofit
 (2) a public agency. (5) a corporation.
 (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):
 909 Geary Street, #522, San Francisco, CA., 94109, 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): HOWARD FIELDS
 October 1, 2004

(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 sixteenth (16th) day of each month

b. This written oral agreement was made with
 (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): HOWARD FIELDS, 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.
 - b. costs incurred in this proceeding:
 - c. past-due rent of \$ 2,335.00
 - d. reasonable attorney fees.
 - e. forfeiture of the agreement.
 - f. damages at the rate stated in item 11 from (date:) **April 16, 2005** 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: **May 10, 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 PAY RENT OR QUIT

TO: Howard Fields, and DOES I - X
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 #522, Hartland Hotel, 909 Geary Street, San Francisco, CA 94109.

Your account is delinquent in the amount of \$2335.00 being the rent for the periods:

<u>FROM:</u>	<u>TO:</u>	<u>AMOUNT:</u>
October 1, 2004	October 15, 2004	\$10.00 (Balance)
October 16, 2004	October 31, 2004	\$232.50
December 1, 2004	December 15, 2004	\$232.50
December 16, 2004	December 31, 2004	\$232.50
January 1, 2005	January 15, 2005	\$232.50
January 16, 2005	January 31, 2005	\$232.50
February 1, 2005	February 15, 2005	\$232.50
February 16, 2005	February 28, 2005	\$232.50
March 1, 2005	March 15, 2005	\$232.50
March 16, 2005	March 31, 2005	\$232.50
April 1, 2005	April 15, 2005	\$232.50

YOU ARE HEREBY required to pay said rent in full within three (3) days, personally to the Hartland Hotel Manager on Duty, located at 909 Geary Street, San Francisco, California 94109, (415) 776-3829, office hours Monday through Friday, 8a.m. - 4p.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: April 12, 2005



Valerie Simpson
Property Manager
909 Geary Street
San Francisco, CA 94109
Telephone: (415) 776-3829

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 May 10, 2005.



Drennen Shelton

Director of Property Management