

FOR COURT USE ONLY

FILED
San Francisco County Superior Court

JUL 29 2005

GORDON PARKER, Clerk
BY: *[Signature]*
Deputy Clerk

SUMMONS ISSUED

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Francisco G. Torres (156169)
Zanghi Torres Arshawsky LLP
703 Market Street, Suite 1600
San Francisco, CA 94103
TELEPHONE NO.: (415) 977-0444 FAX NO. (Optional):
E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name): Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME:

PLAINTIFF: Tenderloin Housing Clinic, Inc.
DEFENDANT: James Brown
and
 DOES 1 TO 5

COMPLAINT — UNLAWFUL DETAINER*
 COMPLAINT AMENDED COMPLAINT (Amendment Number):

CASE NUMBER:
05 615209

Jurisdiction (check all that apply):
 ACTION IS A LIMITED CIVIL CASE
Amount demanded does not exceed \$10,000 Less than \$2,500.00
 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 limited to unlimited
 from unlawful detainer to general limited civil (possession not in issue) from unlimited to limited

1. PLAINTIFF (name each): Tenderloin Housing Clinic, Inc.
alleges causes of action against DEFENDANT (name each): James Brown

2. a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership.
(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):
Tenderloin Housing Clinic, Inc.

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):
909 Geary Street, Room #515, City and County of San Francisco, 94109

4. Plaintiff's interest in the premises is as owner other (specify): Authorized Agent

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

6. a. On or about (date): 01/15/04 defendant (name each): James Brown

(1) agreed to rent the premises as a month-to-month tenancy other tenancy (specify):
(2) agreed to pay rent of \$ 463.00 payable monthly other (specify frequency): See Attachment 15
(3) agreed to pay rent on the first of the month other day (specify): See Attachment 15

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

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

PLAINTIFF (Name): Tenderloin Housing Clinic, Inc.

CASE NUMBER:

DEFENDANT (Name): James Brown

- c. The defendants not named in item 6a are
 - (1) subtenants.
 - (2) assignees.
 - (3) other (specify): unidentified occupants

d. The agreement was later changed as follows (specify): Rent was increased to \$465.00 per month effective January 15, 2005

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): James Brown

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): July 25, 2005 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): July 20, 2005

(2) by leaving a copy with (name or description): _____, a person 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.

PLAINTIFF (Name): Tenderloin Housing Clinic, Inc.	CASE NUMBER:
DEFENDANT (Name): James Brown	

- 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. The fair rental value of the premises is \$15.43 per day.
- 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 (San Francisco Administrative Code, Chapter 37), as amended.

Plaintiff has met all applicable requirements of the ordinances.

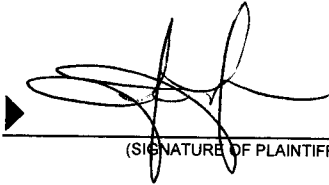
- 15. Other allegations are stated in Attachment 15.
- 16. Plaintiff accepts the jurisdictional limit, if any, of the court.
- 17. **PLAINTIFF REQUESTS**
 - a. possession of the premises.
 - b. costs incurred in this proceeding:
 - c. past-due rent of \$
 - d. reasonable attorney fees.
 - e. forfeiture of the agreement.
 - f. damages at the rate stated in item 11 from (date): August 1, 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): All other relief deemed reasonable and necessary by the court
- 18. Number of pages attached (specify): 4

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: July 26, 2005

Francisco G. Torres
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

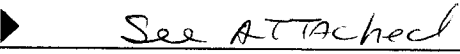
VERIFICATION

(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:

See attached
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PLAINTIFF)

ATTACHMENT 15

15-1. Plaintiff Tenderloin Housing Clinic, Inc.,’s interest in the premises is as property manager. Plaintiff Tenderloin Housing Clinic, Inc., is authorized to prosecute this action and recover possession in its own name pursuant to a written agreement with the owner of the premises.

15-2. On or about January 15, 2004, Defendant entered into an oral agreement with Plaintiff to rent the premise, and transferred from 909 Geary Street, Room #404, San Francisco, to the Premises. Under the oral agreement to rent the premises, defendant agreed to pay the monthly rent of \$463.00, monthly in two installments; Defendant agreed to make the first installment equal to one half of the monthly rent on the first day of the month and a second installment equal to one half of the monthly rent on the 15th day of the month. The rent for the premises was increase to \$465.00 per month effective January 1, 2005.

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VERIFICATION FOR COMPLAINT IN UNLAWFUL DETAINER

I, the undersigned, declare that I have read the foregoing Complaint-Unlawful Detainer and know its contents.

I am the authorized employee/agent of the plaintiff Tenderloin Housing Clinic, Inc., in this action. I have my office in the City and County of San Francisco, State of California. The facts contained in the complaint are within my own personal knowledge. As an employee of plaintiff I am authorized to make this verification pursuant to a written property management agreement, for and on behalf of the owner of the subject property.

I have read the foregoing Complaint - Unlawful Detainer and know of the contents thereof, and the same is true of my own personal knowledge, except as to those matters stated on information and belief and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 7/27/05

Valerie Simpson
Valerie Simpson

THREE DAY NOTICE TO QUIT

TO: JAMES BROWN, and all other occupants
909 Geary Street, Room #515
San Francisco, California (the "Premises")

NOTICE IS HEREBY GIVEN that within three days after service of this notice you are required to vacate the premises, and give up possession of the premises to your landlord. You must quit the premises and deliver possession entirely thereof to Valerie Simpson, who is authorized to obtain possession from you.

This notice is given in good faith, with honest intent, and without ulterior motive, pursuant to California Code of Civil Procedure Section 1161(4), on the grounds that you are committing and maintaining a nuisance and creating a substantial interference with the comfort, safety and enjoyment of other tenants, and of the landlord, specifically, as follows:

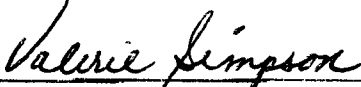
- By arguing with, threatening and intimidating, another tenant in the building, causing him to fear for his safety, on or about July 7, 2005;
- By attempting to extort money, and demanding money from another tenant, without the consent of the tenant, on or about July 7, 2005;
- By arguing with, threatening and intimidating, another tenant in the building, causing him to fear for his safety, on or about July 6, 2005;
- By attempting to extort money, and demanding money from another tenant, without the consent of the tenant, on or about July 6, 2005;
- By arguing with, threatening and intimidating, another tenant in the building, causing him to fear for his safety, on or about June 20, 2005;
- By demanding money from another tenant without the consent of the tenant, on or about June 20, 2005;
- By engaging in loud, threatening and intimidating, behavior on or about June 16, 2005, by entering into the building without shoes, making derogatory statements, in the common areas of the building towards management staff and other tenants in the building, causing them to fear for their safety;
- By violating the guest policy on or about June 16, 2005, by failing to properly register a guest;

- By spitting in the face of another tenant of the building, on May 3, 2005;
- By intentionally breaking a key in the lock to the door to your unit on or about April 5, 2005, causing damage and requiring maintenance to be performed to correct the damage.
- By physically assaulting another tenant on or about March 12, 2005, causing physical injury, resulting in the police being called to the building, and further resulting in a restraining order being issued by the court against you;
- By physically assaulting another tenant on or about December 1, 2004, causing physical injury, resulting in the police being called to the building.
- By arguing with, threatening and intimidating, other tenants as well as management staff, in the building, causing them to fear for their safety, on or about November 10, 2004;
- Through a history of disturbance of neighbors, management staff and personnel in the subject premises;
- Through a history of physically assaulting other tenants of the building;
- Through a history of extorting, and attempting to extort, money from other tenants of the building;
- Through a history of violations of your lease and house rules.

Your failure to vacate the premises within three days after service of this notice on you, will cause the landlord to initiate judicial action against you to recover possession of the premises, and to seek judgment for damages for each day of occupancy after that date, and costs of suit which may include court costs, and statutory penalties. You have the right to present a defense to the judicial action.

Advice concerning this notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board. This notice supersedes and replaces all prior notices.

Dated: July 19, 2005



Valerie Simpson, Manager and
Authorized agent for landlord
Tenderloin Housing Clinic