

FOR COURT USE ONLY

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

CHARLES A. TWEEDY, SBN 096234
MOYER, PARSHALL & TWEEDY, LLP
1341 GOLD EXPRESS DRIVE
SUITE 110
GOLD RIVER, CA 95670
TELEPHONE NO.: (916) 631-8388 FAX NO. (Optional): (916) 631-8188
E-MAIL ADDRESS (Optional): MPTATTORNEYS@AOL.COM
ATTORNEY FOR (Name): MARK BIXBY, AS TRUSTEE OF THE MARK BIXBY REV

FILED / ENDORSED
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JUDY CAROL GUNAK
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
B. WILLS
DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

STREET ADDRESS: 301 BICENTENNIAL CIRCLE
MAILING ADDRESS: SAME
CITY AND ZIP CODE: SACRAMENTO, CA 95826
BRANCH NAME: CAROL MILLER JUSTICE CENTER

PLAINTIFF: MARK BIXBY, as Trustee of the MARK BIXBY REVOCABLE LIVING TRUST Dated October 2, 1996
DEFENDANT: DAVI ANTHONY RODRIGUES, dba BLACK MARKET, AYATOLLA OF GONDOLA

DOES 1 TO 20

COMPLAINT — UNLAWFUL DETAINER*

COMPLAINT AMENDED COMPLAINT (Amendment Number):

CASE NUMBER:

05UD08370

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 limited to unlimited
 from unlawful detainer to general limited civil (possession not in issue) from unlimited to limited

1. PLAINTIFF (name each): MARK BIXBY, AS TRUSTEE OF THE MARK BIXBY REVOCABLE LIVING TRUST DATED OCTOBER 2, 1996
alleges causes of action against DEFENDANT (name each): DAVI ANTHONY RODRIGUES dba BLACK MARKET, AYATOLLA OF GONDOLA

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): Trustee of the Revocable Trust

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):
5852 -- 88th Street, Suite 400, Sacramento, CA 95828

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

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

6. a. On or about (date): August 9, 2004 defendant (name each): DAVI ANTHONY RODRIGUES dba BLACK MARKET, AYATOLLA OF GONDOLA

(1) agreed to rent the premises as a month-to-month tenancy other tenancy (specify): 3-year term

(2) agreed to pay rent of \$ 3,360.00 payable monthly other (specify frequency):

(3) agreed to pay rent on the first of the month other day (specify):

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): MARK BIXBY, as Trustee of the MARK BIXBY REVOCABLE LIVING TRUST Dated October 2, 1996
DEFENDANT (Name): DAVI ANTHONY RODRIGUES, dba BLACK MARKET, YATOLLA OF GONDOLA

CASE NUMBER:

6. c. The defendants not named in item 6a are
- (1) subtenants.
 - (2) assignees.
 - (3) other (specify): Occupants, persons in possession.
- d. The agreement was later changed as follows (specify):
Addendum No. 1, dated September 7, 2004; Addendum No. 2, dated September 7, 2004.
- 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): DAVI ANTHONY RODRIGUES dba BLACK MARKET, AYATOLLA OF GONDOLA

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): November 3, 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): November 3, 2005

(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.

PLAINTIFF (Name): MARK BIXBY, as Trustee of the MARK BIXBY REVOCABLE LIVING TRUST Dated October 2, 1996
DEFENDANT (Name): DAVI ANTHONY RODRIGUES, dba BLACK MARKET, YATOLLA OF GONDOLA

CASE NUMBER:

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 \$ \$7,056.00
11. The fair rental value of the premises is \$ 112.00 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):

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 \$ SEE ATTACHMENT
d. reasonable attorney fees.
e. forfeiture of the agreement.
f. damages at the rate stated in item 11 from (date): November 7, 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):

j. Number of pages attached (specify): 20

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.:
f. Expires on (date):

Date: November 8, 2005

CHARLES A. TWEEDY, SBN 096234
(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: November 8, 2005

Mark Bixby, Trustee
(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

17. PLAINTIFF REQUESTS (Continued)

- c. past-due rent of \$3,696.00, which amount is the difference between the amount demanded in the 3-day notice of \$7,056.00 and the amount received in partial payment in the amount of \$3,360.00 after serving the notice.