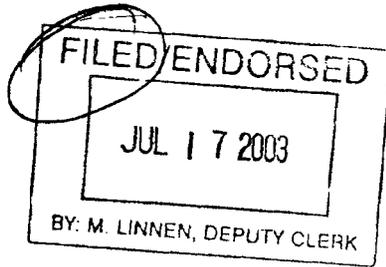


ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): **LAW OFFICES OF GARY L. LINK, Attorney At Law (916)**
A Professional Law Corporation
725 30th Street, Suite 107
Sacramento, California 95816
TELEPHONE NO.: 447-8101
C.S.B.#088968

FOR COURT USE ONLY

ATTORNEY FOR (Name): **PLAINTIFF**
NAME OF COURT: **SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO**
STREET ADDRESS: **301 Bicentennial Circle Room 320**
MAILING ADDRESS: **301 Bicentennial Circle Room 320**
CITY AND ZIP CODE: **Sacramento, California 95815**
BRANCH NAME: **CAROL MILLER JUSTICE CENTER**



PLAINTIFF: **MARK BIXBY**
DEFENDANT: **MIKE BOYD**
 DOES 1 TO 10

COMPLAINT - Unlawful Detainer*
 COMPLAINT AMENDED COMPLAINT (Number):

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 (exceeds \$25,000)
 ACTION IS RECLASSIFIED by this amended complaint or cross-complaint
 from limited to unlimited
 from unlimited to limited

CASE NUMBER:
03UD04853

1. PLAINTIFF (names): **MARK BIXBY**
alleges causes of action against DEFENDANTS (names):
MIKE BOYD

2. a. Plaintiff is (1) an individual(s) 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):

3. Defendants named above are in possession of the premises located at (street address, apt. No., city, and county):
5012 BOYD DRIVE, CARMICHAEL CA 95608, SACRAMENTO COUNTY

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): **11/01/2003** defendants (names):
MIKE BOYD
(1) agreed to rent the premises for a month-to-month tenancy other tenancy (specify):
(2) agreed to pay rent of \$ **1,400.00** payable monthly other (specify frequency):
The rent is due 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):
c. The defendants not named in item 5a are **alleged on information & belief to be unknown, yet residing at the premises without Plaintiff's permission or consent.**
(1) subtenants (2) assignees (3) other (specify):
d. The agreement was later changed as follows (specify):
e. A copy of the written agreement is attached and labeled Exhibit 1.

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

| | |
|---|--------------|
| PLAINTIFF (Name): MARK BIXBY DEFENDANT (Name): MIKE BOYD | CASE NUMBER: |
|---|--------------|

7. a. Defendants (names): **MIKE BOYD**
 were 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 quit
 (2) 3-day notice to perform covenants or quit (5) 30-day notice to quit
 (3) other (specify): **- 30 Day Notice Exp. 08/01/03**
- b. (1) On (date): **07/07/2003**, the period stated in the notice(s) expired at the end of the day.
 (2) Defendants failed to comply with the requirements of the notice(s) by that date.
- c. All facts(s) stated in the notice(s) are true.
- d. The notice(s) included an election of forfeiture.
- e. A copy of the notice(s) is attached and labeled Exhibit 2.
- f. One or more defendants was served (1) with a different notice, or (2) on a different date, or (3) in a different manner, as stated in attachment 7f. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)
8. a. The notice(s) in item 7a was served on the defendants named in item 7a as follows:
- (1) by personally handing a copy to defendant on (date):
 (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): **07/02/03** (and giving a copy to a person found
 residing at the premises) AND mailing a copy to defendant at the premises on (date): **07/02/03**
 (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 second 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 section 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 named 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 \$ (See Attached 3-Day notice to
 pay rent or quit)
11. The fair rental value of the premises is \$ **46.67** per day.
12. Defendants' 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 11.)
13. A written agreement between the parties provides for attorney fees.
14. Defendants' tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance,
 and date of passage): **(NOT APPLICABLE IN YOLO, SACRAMENTO, PLACER, OR EL DORADO COUNTIES)**
- Plaintiff has met all applicable requirements of the ordinances.
15. Other allegations are stated in attachment 14, attachment 15 and attachment 16.
16. Plaintiff remits to 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 \$ **526.69**
 d. reasonable attorney fees.
 e. forfeiture of the agreement.
- f. damages at the rate stated in item 11 from
 (date): **07/07/2003** for each day
 defendants remain in possession through entry of judgment.
- g. statutory damages up to \$600 for the conduct alleged in
 item 12.
- h. other (specify): **for such other & further relief as the court
 deems just and proper.**
18. Number of pages attached (specify): **11**

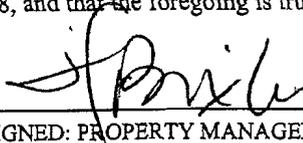
VERIFICATION UNDER PENALTY OF PERJURY - UNLAWFUL DETAINER

(EACH CLIENT MUST SIGN IN APPROPRIATE LOCATION)

IF YOU ARE A PROPERTY MANAGER, RESIDENT MANAGER, OR AUTHORIZED AGENT FOR THE OWNER OF THE PROPERTY, SIGN THIS TOP VERIFICATION

I, the Undersigned, declare under penalty of perjury as follows:

1. I am the Property Manager, Resident Manager, or Authorized Agent for the owner or landlord/lessor of the real property described in the Complaint for Unlawful Detainer and owned or leased by the Plaintiff/Owner/Landlord/Lessor of the Premises.
2. If the Plaintiff is described in the Complaint as a corporation, I declare that I am an officer of the Plaintiff corporation, a corporation organized under the laws of the State of California, and I have been authorized to execute this verification on its behalf.
3. I am duly and Expressly authorized to verify said Complaint of the Plaintiff's behalf. Said Complaint for Unlawful Detainer is attached hereto. I am verifying said Complaint for Unlawful Detainer on behalf of the owner or the landlord/lessor because the facts stated therein are known by myself and may not be known to the owner or landlord/lessor.
4. I have read said Complaint for Unlawful Detainer and know the contents thereof.
5. I certify that the same is true of my own knowledge except as to those matters which are stated therein upon my information and belief, and as to those matters, I believe them to be true.
6. This declaration under penalty of perjury was executed in Sacramento, California, on the below stated date. I declare under penalty of perjury under the laws of the State of California that I am an adult over the age of 18, and that the foregoing is true and correct.

DATED: 7/17/03


SIGNED: PROPERTY MANAGER/ AUTHORIZED AGENT
IF YOU ARE THE OWNER OF THE LANDLORD/LESSOR OF THE PROPERTY WHERE YOUR TENANT RESIDES, SIGN THIS BOTTOM VERIFICATION

I, The Undersigned, declare under penalty of perjury as follows:

1. I am the Plaintiff in the above-entitled action, and Owner or Landlord/Lessor of the real property described in the Complaint for Unlawful Detainer which is attached hereto.
2. I have read said Complaint for Unlawful Detainer and know the contents thereof.
3. I certify that the same is true of my knowledge except as to those matters which are stated therein upon my information and belief and as to those matters, I believe them to be true.
4. This declaration under penalty of perjury was executed in Sacramento, California, on the below stated date. I declare under penalty of perjury under the laws of the Sate of California, that I am an adult over the age of 18, and that the foregoing is true and correct

DATED: _____

SIGNED: PLAINTIFF/OWNER/LANDLORD/LESSOR

FOR COURT USE ONLY
 FILED / ENDORSED
 UNLAWFUL DETAINERS

03 JUL 22 AM 10:01

JODY FAYEL, CLERK
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SACRAMENTO

P. Canal DEPUTY

MICHAEL Boyd
 5012 Boyd DR Carmichael, CA 95608
 Mark Bixby / Gary Linkhart

ATTORNEY FOR (Name):

NAME OF COURT: SACRAMENTO COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

STREET ADDRESS: UNLAWFUL DETAINER DIVISION ROOM 320

MAILING ADDRESS: 301 BICENTENNIAL CIRCLE

CITY AND ZIP CODE: SACRAMENTO, CA 95826

BRANCH NAME: CAROL MILLER JUSTICE CENTER

PLAINTIFF: MARK BIXBY

DEFENDANT: Michael Boyd

CASE NUMBER:

03UD04853

ANSWER—Unlawful Detainer

1. Defendant (names): Michael Boyd

answers the complaint as follows:

2. Check ONLY ONE of the next two boxes:

- a. Defendant generally denies each statement of the complaint. (Do not check this box if the complaint demands more than \$1,000).
- b. Defendant admits that all of the statements of the complaint are true EXCEPT
- (1) Defendant claims the following statements of the complaint are false (use paragraph numbers from the complaint or explain):

Continued on Attachment 2b(1).

- (2) Defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (use paragraph numbers from the complaint or explain):

Continued on Attachment 2b(2).

3. AFFIRMATIVE DEFENSES (NOTE: For each box checked, you must state brief facts to support it in the space provided at the top of page two (item 3j).)

- a. (nonpayment of rent only) Plaintiff has breached the warranty to provide habitable premises.
- b. (nonpayment of rent only) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c. (nonpayment of rent only) On (date): , before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d. Plaintiff waived, changed, or canceled the notice to quit.
- e. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f. By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or laws of the United States or California.
- g. Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

(Also, briefly state the facts showing violation of the ordinance in item 3j.)

- h. Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- i. Other affirmative defenses are stated in item 3j.

(Continued on reverse)

