

1 WILLIAM M. GARRETT, JR.
2 ATTORNEY AT LAW
3 463 NORTH SIERRA WAY
4 SAN BERNARDINO, CA 92410
5 (909) 889-0631
6 SBN: 93172

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

NOV 22 2006



ATTORNEY FOR PLAINTIFF

7 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF RIVERSIDE, RIVERSIDE JUDICIAL DISTRICT

9 J. K. PROPERTIES, INC.)

CASE NO. RIC 461032

10 Plaintiff)

11 vs.)

COMPLAINT FOR UNLAWFUL
12 DETAINER

13 CHURCH OF SCIENTOLOGY)
14 INTERNATIONAL aka CHURCH)
15 OF SCIENTOLOGY dba GOLDEN)
16 ERA PRODUCTIONS aka GOLDEN)
17 ERA PRODUCTIONS VOLUNTEER)
18 FIRE BRIGADE; AND ALL)
19 UNKNOWN OCCUPANTS, DOES 1)
20 THROUGH 1000)

Unlimited Civil Case Damages
exceed \$25,000.

Defendant (s))

19 1. PLAINTIFF: J.K. PROPERTIES, INC. alleges cause of action against DEFENDANT:
20 CHURCH OF SCIENTOLOGY INTERNATIONAL aka CHURCH OF SCIENTOLOGY
21 dba GOLDEN ERA PRODUCTIONS aka GOLDEN ERA PRODUCTIONS
22 VOLUNTEER FIRE BRIGADE as follows:
23

24 2. Plaintiff is an ACTIVE CALIFORNIA CORPORATION.
25
26
27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. Defendant named above is in possession of the premises located at 750 N. KIRBY STREET UNITS 1A, 1B, 1C, 1D, 3D, 4A, 4B, 4C, 4D, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 7A, 7B, 7C, 7D, 8AA, 8BB, 8CC, 8DD, 8A, 8B, 8C, 8D, 9AA, 9BB, 9CC, 9DD, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 12AA, 12BB, 12CC, 12DD, 12A, 12B, 12C, and 12D, HEMET, CA 92343.

4. Plaintiff's interest in the premises is as owner.

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

6. (a) On or about SEPTEMBER 29, 1998 defendant CHURCH OF SCIENTOLOGY INTERNATIONAL aka CHURCH OF SCIENTOLOGY dba GOLDEN ERA PRODUCTIONS aka GOLDEN ERA PRODUCTIONS VOLUNTEER FIRE BRIGADE agreed to lease 68 units located at 750 N. Kirby Street, Hemet, CA 92343 pursuant to one (1) written lease agreement.

(b) Said written residential lease was for a term lease from January 1, 1999 and continuing to June 30, 1999, and pursuant to the terms of the agreement has become a month-to-month tenancy thereafter. Defendant agreed to pay rent payable monthly at the rate of \$31,619.90. Rent is due in advance on the first day of each month.

(c) The above-mentioned written residential lease agreement was made with plaintiff's predecessor in interest.

(d) Defendants not named in paragraph 6a are members of Golden Era Productions, whose right to possession, if any, is solely claimed through Defendants CHURCH OF

1 SCIENTOLOGY INTERNATIONAL aka CHURCH OF SCIENTOLOGY dba
2 GOLDEN ERA PRODUCTIONS aka GOLDEN ERA PRODUCTIONS VOLUNTEER
3 FIRE BRIGADE. The true names and capacities of said persons are unknown to
4 Plaintiff.

5 (e) The agreement was later changed as follows:

6 (1) Pursuant to the terms of the written residential lease the rental amount has been
7 Increased to \$38, 484.30 payable in advance on the first day of each month, and
8 Defendants have in fact been paying said amount as rent for the premises.

9 (2) Defendant has voluntarily vacated fifteen (15) of the above-mentioned sixty-five
10 units leased, and said units are not listed and are not part of the Complaint.

11 (f) A copy of the written agreement, including any addenda or attachments that form
12 the basis of this complaint, is attached and labeled Exhibit 1.

13
14
15
16 7. (a) On August 7, 2006 Defendant CHURCH OF SCIENTOLOGY INTERNATIONAL
17 aka CHURCH OF SCIENTOLOGY dba GOLDEN ERA PRODUCTIONS aka GOLDEN
18 ERA PRODUCTIONS VOLUNTEER FIRE BRIGADE served upon Plaintiff a 90-Day
19 Notice of Intent to Vacate all units located at 750 N. Kirby Street, Hemet, CA 92343 as
20 further specified in paragraph 3 of this Complaint.

21 (b) (1) On November 6, 2006 the period stated in the Notice expired at
22 the end of the day.

23 (2) Defendants failed to comply with the requirements of their Notice by that date.

24 (c) A copy of the Notice is attached and labeled Exhibit 2.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

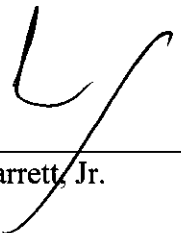
- 8. The fair rental value of the premises is \$1,282.81 per day.

- 9. A written agreement between the parties provides for attorney fees.

- 10. Plaintiff accepts the jurisdictional limit, if any, of the court.

- 11. Plaintiff requests as against the Defendant, and each of them
 - (a) possession of the premises, including all units listed.
 - (b) costs incurred in this proceeding.
 - (c) reasonable attorney fees
 - (d) damages at the rate of \$1,282.81 from November 7, 2006 for each day that the Defendants remain in possession through entry of judgment.
 - (e) the judgment for possession be binding as against any and all occupants pursuant to CCP 415.46.
 - (f) for any further relief that the court deems just and reasonable.

Dated: 11/22/2006



William M. Garrett, Jr.

RESIDENTIAL LEASE

Hemet, California, September 29, 19 98, Kirby Gardens
Landlord, and Church of Scientology dba Golden Era Productions Tenant, agree as follows:

1. **PROPERTY:** Landlord leases to tenant and Tenant hires from Landlord the "premises" described as sixty five (65) units at 750 North Kirby Street, Hemet, California 92343. Tenant occupies entire building except for units 1D, 2A and 13B.
2. **TERM:** The term of this lease shall be for a period of 6 months, commencing January 1, 1999 and terminating June 30, 1999.
3. **RENT:** Tenant agrees to pay a total rent of \$189,719.40, payable monthly at the rate of \$31,619.90 beginning January 1, 1999 and continuing until June 30, 1999. Rent is due on the 1st day of each month.
= 486.46 / mo / unit

LATE CHARGES:

Tenant acknowledges that late payment of Rent may cause Landlord to incur costs and expenses, the exact amount of such costs being extremely difficult and impractical to fix. Such costs may include, but are not limited to processing and accounting expenses, late charges that may be imposed on Landlord by terms of any loan secured by the property, costs for additional attempts to collect rent, and preparation of notices. Therefore, if any installment of rent due from Tenant is not received by Landlord within 7 calendar days after date due, tenant shall pay the Landlord an additional sum of 5% of the unpaid rent as a late charge which shall be deemed additional rent. If the rent installment is not received by the landlord within 15 calendar days after the original due date, Tenant shall pay the landlord a total additional sum of 7 1/2% of the unpaid rent. The parties agree that these late charges represent a fair and reasonable estimate of the costs that Landlord may incur by reason of Tenant's late payments. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the past due amount, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law. Unpaid late charges paid after 30 days of the date incurred shall bear interest at the rate of 12% per annum from the date incurred.

4. **PAYMENT:** The rent shall be paid at 16255 Ventura Boulevard, Suite 700, Encino, California 91436.
5. **SECURITY DEPOSIT:** Tenant shall deposit \$36,680 to be held by Landlord as a security deposit. Landlord may use therefrom such amounts as reasonably necessary to remedy Tenant's default in the payment of rent, to repair damages caused by Tenant or by a guest or a

EX HERB ET " | "

licensee of the Tenant, to use on the premises, if necessary, upon termination of tenancy, and to replace or return personal property or appurtenances exclusive of ordinary wear and tear. If used toward rent or damages during the term of tenancy, Tenant agrees to reinstate said total security deposit upon five days written notice delivered to Tenant in person or by mail. No later than two weeks after the Tenant has vacated the premises, the Landlord shall furnish the Tenant with an itemized written statement of the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to the tenant. The landlord hereby acknowledges the security deposit of \$36,680 transferred from prior lease.

6. **UTILITIES:** Tenant agrees to pay for all utilities and services based upon occupancy of the premises and the following charges: Electricity, Gas, and Telephone except Water and trash collection which shall be paid by Landlord.
7. **CONDITION:** Tenant has examined the premises and all furniture, furnishings and appliances if any, and fixtures including smoke detector (s) contained therein, and accepts the same as being clean, and in operative condition, with the following exceptions: No exceptions.
8. **OCCUPANTS:** The premises are for the sole use as a residence by the following named persons only: Members of Golden Era Productions only. Number of tenants limited to maximum allowable under State Housing Code. Golden Era Productions agrees to reimburse Landlord for any legal fees incurred regarding a lesser maximum ordered by any other government agency or tenant may agree to lesser limitation.
9. **PETS:** No animal, bird or pet shall be kept on or about the premises without Landlord's prior written consent, except none.
10. **USE:** Tenant shall not disturb, annoy or endanger or interfere with other Tenants of the building or neighbors, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises.
11. **RULES & REGULATIONS:** Tenant agrees to comply with all CC&R's Bylaws, reasonable rules or regulations, and to be liable for any fines or charges levied due to violation (s).
12. **MAINTENANCE:** Tenant shall properly use and operate all furniture, furnishings and appliances, electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits. Excluding ordinary wear and tear, Tenant shall notify Landlord and pay for all repairs even replacements caused by Tenant (s) or Tenants invitees' negligence or misuse. Tenant's personal property is not insured by Landlord.
13. **ALTERATIONS:** Tenant shall not paint, wallpaper, add or change locks or make alterations to the property without Landlord's prior written consent.
14. **KEYS:** Tenants acknowledge receipt of 2 keys to each unit. Tenant may not re-key existing locks without Landlord's written permission.

15. ENTRY: Upon not less than 24 hours notice, Tenant shall make the premises available during normal business hours to Landlord, authorized agent or representative, for the purpose of entering to (a) make necessary or agreed repairs, decorations, alterations or improvements or supply necessary or agreed services, or (b) show the premises to prospective or actual purchasers, mortgagees, tenants or contractors. In an emergency, Landlord's authorized agent or representative may enter the premises, at any time, without permission from Tenant.

16. ASSIGNMENT & SUBLETTING: Tenant shall not let or sublet all or any part of the premises nor assign this agreement or interest in it.

17. POSSESSION: If Tenant abandons or vacates the premises, Landlord may terminate this agreement and regain lawful possession.


18. ATTORNEY'S FEES: In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

19. WAIVER: The waiver of any breach shall not be construed to be a continuing waiver of any subsequent breach.

20. NOTICE: Notice to Landlord may be served upon Landlord at 16255 Ventura Boulevard, Suite 700, Encino, California, 91436.

21. ESTOPPEL CERTIFICATE: Within 10 days after written notice, Tenant agrees to execute and deliver an estoppel certificate as submitted by Landlord acknowledging that this agreement is unmodified and in full force and effect or in full force and effect as modified and stating that modifications. Failure to comply shall be deemed Tenant's acknowledgment that the certificate as submitted by Landlord is true and correct and may be relied upon by a lender or purchaser.

22. ADDITIONAL TERMS AND CONDITIONS:

a) In consideration of a 5% rent increase (\$33,200.89 per month or \$510.78 per unit) tenant may continue leasing the premises on a month to month basis, AS OF JULY 99 

b) Tenant must give landlord ninety day written notice before vacating any unit. Tenant agrees to pay the full amount of rent if any apartment is vacated without proper notice.

c) Landlord may terminate lease after July 1, 1999 upon giving ninety day written notice to tenant.

d) Landlord agrees to attempt to move remaining three tenants of the building in order that tenant may have 100% occupancy. This will only be done if legal fees would not be incurred.

e) Tenant shall lease additional units as they become available at a rental rate of \$486.46 per unit (\$510.78 after June 30, 1999). Rent shall be prorated three days from the date Landlord's manager notifies tenant that apartment is available for occupancy. Tenant shall pay Landlord first months rent at date of move-in. The proration shall be paid in the second month based on the number of days that tenant has apartment over a thirty day period. The rent shall be due at the same date for all apartments.

23. ENTIRE CONTRACT: Copies of any notice under this lease shall also be sent to Landlord;
Leo Howard
16255 Ventura Boulevard, Suite 700
Encino, California 91436

Tenant:
Golden Era Productions
19625 Hwy 79
Gilman Hot Springs, California 92340

OVER A 10YR PERIOD

24. ACKNOWLEDGMENT: Aside from normal wear and tear and expected aging, Tenant agrees to replace missing or broken screens, and re-paint any wall or rooms which are damaged by Golden Era Production staff. The extent of damage and repairs needed will be based on a final inspection by Kirby Gardens Management, accompanied by a staff member of Golden Era Productions. *GOLDEN ERA WOULD NOT BE EXPECTED TO*

25. ENTIRE CONTRACT: This is of the essence. All prior agreements between the parties are incorporated in this agreement which constitutes the entire contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement.

26. ACKNOWLEDGMENT: The undersigned have read the foregoing prior to execution and acknowledge receipt of a copy.


by
Tenant
Golden Era Productions

05 Oct 98
Date


by
Landlord
Partner - Kirby Gardens

10/5/98
Date

OT
SECURITY
DEPOSIT
UPON
MOVING
OUT

*Cl. Deb
Pail*

KENDRICK L. MOXON*
HELENA K. KOBRIN*
AVA M. PAQUETTE

MOXON & KOBRIN

ATTORNEYS AT LAW
3055 WILSHIRE BOULEVARD
SUITE 900
LOS ANGELES, CALIFORNIA 90010
TELEPHONE (213) 487-4468
TELECOPIER (213) 487-5385

OF COUNSEL

JEANNE M. GAVIGAN

* ALSO ADMITTED IN
THE DISTRICT OF COLUMBIA
* ALSO ADMITTED IN
FLORIDA

August 7, 2006

**BY TELEFAX: (323) 669-9091, (949) 645-1422, (949) 642-4707
and Mail**

Mr. Gene M. Burke
2016 Riverside Drive, Second Floor
Los Angeles, CA 90039

Excel Residential Services
2016 Riverside Drive, Second Floor
Los Angeles, CA 90039

Anza Management
2280 University Drive
Newport Beach, CA 22660

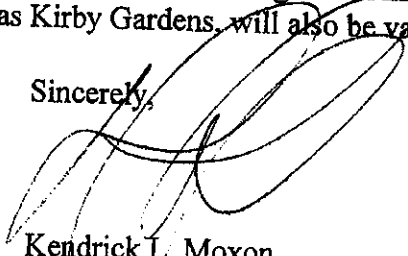
Re: 750 Kirby St., Hemet, CA

Gentlemen:

This letter constitutes formal legal notice that my client, Church of Scientology International dba Golden Era Productions, will, within 90 days of today's date, vacate all units presently under lease, at 750 Kirby Street, Hemet, California 92343.

We received from your offices, notice to vacate 15 of the 65 units under lease. To the extent there is any question as to the units involved, this letter is intended to place the addressees and any appropriate officers, directors or managers of Anza and Excel, that the entire premises leased, known as Kirby Gardens, will also be vacated.

Sincerely,



Kendrick L. Moxon

rev 8/7/06

EXHIBIT 112

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I have read the foregoing COMPLAINT FOR UNLAWFUL DETAINER

and know its contents.

CHECK APPLICABLE PARAGRAPHS

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for PLAINTIFF

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. Plaintiff location Los Angeles, CA

Executed on NOV. 21, 2006, at SAN BERNARDINO, CA, California.

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

WILLIAM M. GARRETT, JR.
Type or Print Name

Signature

PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

On, I served the foregoing document described as

on in this action

by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

by placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

BY MAIL

I deposited such envelope in the mail at, California.

The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing.

Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at

California in the ordinary course of business. I am aware that on motion of the

party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of

deposit for mailing in affidavit.

Executed on, at, California.

(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on, at, California.

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

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Legal Solutions Plus

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address): WILLIAM M. GARRETT, JR. WILLIAM M. GARRETT, JR. ATTORNEY AT LAW 463 NORTH SIERRA WAY SAN BERNARDINO, CA 92410 TELEPHONE NO.: (909) 889-0631 FAX NO.: ATTORNEY FOR (Name): PLAINTIFF	FOR COURT USE ONLY			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: Superior Court of California, MAILING ADDRESS: County of Riverside, Moreno Valley Branch CITY AND ZIP CODE: 13-800 Heacock Ave., Ste. D201 BRANCH NAME: Moreno Valley, California 92553				
CASE NAME: J.K. PROPERTIES VS. CHURCH OF SCIENTOLOGY				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 5px;"> CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) </td> <td style="width:33%; padding: 5px;"> <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) </td> <td style="width:34%; padding: 5px;"> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811) </td> </tr> </table>	CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	CASE NUMBER: JUDGE: DEPT:
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)		

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 PI/PD/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 PI/PD/WD (23) Non-PI/PD/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-PI/PD/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
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: 11/22/2006

WILLIAM M. GARRETT, JR.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR 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.

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):	TELEPHONE NO.:	FOR COURT USE ONLY
ATTORNEY FOR (Name):		
NAME OF COURT: SUPERIOR COURT OF CALIFORNIA STREET ADDRESS: Superior Court of California, MAILING ADDRESS: County of Riverside, Moreno Valley Branch CITY AND ZIP CODE: 13-800 Heacock Ave., Ste. D201 BRANCH NAME: Moreno Valley, California 92553		
PLAINTIFF: DEFENDANT:		
PREJUDGMENT CLAIM OF RIGHT TO POSSESSION		CASE NUMBER:

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.

(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)

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 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)

PLAINTIFF (Name):	CASE NUMBER:
DEFENDANT (Name):	

NOTICE: If you fail to file this claim, you will be evicted without further hearing.

11. (Response required within five days after you file this form) I understand that I will have five days (excluding court holidays) to file a response to the Summons and Complaint after I file this Prejudgment Claim of Right to Possession form.

12. **Rental agreement.** I have (check all that apply to you):
- a. an oral rental agreement with the landlord.
 - b. a written rental agreement with the landlord.
 - c. an oral rental agreement with a person other than the landlord.
 - d. a written rental agreement with a person other than the landlord.
 - e. other (explain):

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

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

..... (TYPE OR PRINT NAME) ▶ (SIGNATURE OF CLAIMANT)

NOTICE: If you file this claim of right to possession, the unlawful detainer (eviction) action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

- NOTICE TO OCCUPANTS -

YOU MUST ACT AT ONCE if all the following 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. (The date is the court filing date on the accompanying Summons and Complaint.)
3. You still occupy the premises.

(Where to file this form) You can complete and SUBMIT THIS CLAIM FORM WITHIN 10 DAYS from the date of service (on the reverse of this form) at the court where the unlawful detainer (eviction) complaint was filed.

(What will happen if you do not file this form) If you do not complete and submit this form (and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), YOU WILL BE EVICTED.

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. *If you do not file this claim, you will be evicted without a hearing.*