

**SUMMONS—EVICTION**  
**(CITACIÓN JUDICIAL—DESALOJO)**

SUM-130

**UNLAWFUL DETAINER / FORCIBLE DETAINER / FORCIBLE ENTRY**

**(RETENCIÓN ILÍCITA DE UN INMUEBLE / RETENCIÓN FORZOSA / ENTRADA FORZOSA)**

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**

Tasha Virture, DOES 1 TO 10 INCLUSIVE

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTA DEMANDANDO EL DEMANDANTE):**

Pacifica Rosecrans Ltd Partnership

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**04/13/2023 at 08:48:51 PM**

Clerk of the Superior Court  
By Carla Boston, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website ([www.lawhelpca.org](http://www.lawhelpca.org)), the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), or by contacting your local court or county bar association.

*¡AVISO! Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante.*

*Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados local.*

**FEE WAIVER:** If you cannot pay the filing fee, ask the clerk for a fee waiver form. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**EXENCIÓN DE CUOTAS:** Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier cantidad de \$10,000 ó más recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

1. The name and address of the court is:  
(El nombre y dirección de la corte es):

SAN DIEGO SUPERIOR COURT  
330 WEST BROADWAY  
SAN DIEGO, CA 92101

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

James McKinley SBN #157207  
7676 Hazard Center Drive, Suite 900  
San Diego, CA 92108

CASE NUMBER (número del caso):

37-2023-00015406-CL-UD-CTL

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER  
 NAME James McKinley SBN #157207  
 FIRM NAME Kimball, Tirey & St. John LLP  
 STREET ADDRESS 7676 Hazard Center Drive, Suite 900  
 CITY San Diego STATE CA ZIP CODE 92108  
 TELEPHONE NO (619) 234-1690 FAX NO (619) 237-0457  
 EMAIL ADDRESS  
 ATTORNEY FOR (name) Plaintiff

FOR COURT USE ONLY  
  
**ELECTRONICALLY FILED**  
 Superior Court of California,  
 County of San Diego  
  
**04/13/2023 at 08:48:51 PM**  
 Clerk of the Superior Court  
 By Carla Boston, Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego**  
 STREET ADDRESS 330 WEST BROADWAY  
 MAILING ADDRESS  
 CITY AND ZIP CODE SAN DIEGO, CA 92101  
 BRANCH NAME CENTRAL DIVISION

PLAINTIFF: Pacifica Rosecrans Ltd Partnership  
 DEFENDANT: Tasha Virture  
 DOES 1 TO 10 inclusive.

**COMPLAINT - UNLAWFUL DETAINER\***  
 COMPLAINT  AMENDED COMPLAINT (Amendment Number):

CASE NUMBER:  
 37-2023-00015406-CL-UD-CTL

**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):  
 Pacifica Rosecrans Ltd Partnership

alleges causes of action against DEFENDANT (name each):  
 Tasha Virture

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): Limited Partnership

b.  Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):

3. a. The venue is the court named above because defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):  
 3350 Rosecrans Street #201  
 San Diego, CA 92110  
 County of San Diego

b. The premises in 3a are (check one)  
 (1)  within the city limits of (name of city): San Diego  
 (2)  within the unincorporated area of (name of county):

c. The premises in 3a were constructed in (approximate year):

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.

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

**COMPLAINT - UNLAWFUL DETAINER**

6. a. On or about (date) 08/27/2020

defendant (name each)

Tasha Virture

(1) agreed to rent the premises as a  month to month tenancy  other tenancy (specify): 14 Months

(2) agreed to pay rent of \$ 995.00 payable  monthly  other (specify frequency):

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

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 6a are

(1)  subtenants.

(2)  assignees.

(3)  Other (specify): unknown as to Does.

d.  The agreement was later changed as follows (specify):

Pursuant to California Law rent was increased to \$1089.00 per month, Effective 07/01/2022.

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. The tenancy described in 6 (complete (a) or (b))

a.  is **not** subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is (specify): 1946.2 (g)(1)(A)

b.  is subject to the Tenant Protection Act of 2019.

8. (Complete only if item 7b is checked. Check all applicable boxes.)

a.  The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).

b.  The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff (check one)

(1)  waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of \$

(2)  provided a direct payment of one month's rent under section 1946.2(d)(3), equaling \$ to (name each defendant and amount given to each):

c.  Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.

9. a.  Defendant (name each): Tasha Virture

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 quit

(5)  3-day notice to perform covenants or quit (not applicable if item 7b checked)

(6)  3-day notice to quit under Civil Code, § 1946.2(c)

Prior required notice to perform covenants served (date):

(7)  Other (specify): 3-DAY NOTICE TO PAY RENT/30-DAY NOTICE TO QUIT (CARES ACT)

PLAINTIFF Pacific Rosecrans Ltd Partnership  
DEFENDANT Tasha Virtue

CASE NUMBER:

3. 1. (1) *or* (date) 03/15/2023

the period stated in the notice checked in 9a expired at the end of the day.

(2) Defendants failed to comply with the requirements of the notice by that date.

4. All facts stated in the notice are true.

5.  The notice included an election of forfeiture.

6.  A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166. When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)

7.  One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. (Check item 10c and attach a statement providing the information required by items 9a-e and 10 for each defendant and notice.)

10. 3.  The notice in item 9a was served on the defendant named in item 9a 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 sending a copy to the premises on (date) 02/15/2023

AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (date) 02/15/2023

(4)  because defendant's residence and usual place of business cannot be ascertained OR

(5)  because no person of suitable age or discretion can be found there.

(6)  (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)

(7)  (Not for residential tenancies, see Civil Code, § 1953, before using) In the manner specified in a written commercial lease between the parties

8.  (Name)

was served on behalf of all defendants who signed a joint written rental agreement.

9.  Information about service of notice on the defendants alleged in item 7f is stated in Attachment 10c.

10.  Proof of service of the notice in item 9a is attached and labeled Exhibit 3

11.  Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.

12.  At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ 7,623.00

13.  The fair rental value of the premises is \$ 36.30 per day.

14.  Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 171A(b). (State specific facts supporting a claim up to \$600 in Attachment 14.)

15.  A written agreement between the parties provides for attorney fees.

16.  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) City of San Diego, Just Cause Eviction Ordinance passed 3-30-2004, 0-21447, A Temporary Moratorium on "No Fault" Evictions for Residential Tenants, effective 5/22/2022 Just for SD city properties, San Diego City Ordinance 21293 effective 7-1-2022, Temporary Moratorium on Evictions due to nonpayment of rent.

Plaintiff has met all applicable requirements of the ordinances.

17.  Other allegations are stated in Attachment 17.

18. Plaintiff accepts the jurisdictional limit, if any, of this court.

PLAINTIFF: Pacifica Rosecrans Ltd Partnership  
DEFENDANT: Tasha Virture

19. 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.

7,623.00

- f.  damages in the amount of waived rent or relocation assistance as stated in item 8: \$
- g.  damages at the rate stated in item 13 from (date): 03/01/2023 for each day that defendants remain in possession through entry of judgment.
- h.  statutory damages up to \$600 for the conduct alleged in item 14.
- i.  other (specify):

20.  Number of pages attached (specify):

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

21.  (Complete in all cases.) An unlawful detainer assistant  did not  did for compensation give advice or assistance with this form. (If declarant has received any help or advice for pay from an unlawful detainer assistant, complete a-f.)

- 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: 04/06/2023

KIMBALL, TIREY & ST. JOHN LLP James McKinley SBN #157207

(TYPE OR PRINT NAME)

*James McKinley*

(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: 04/06/2023

Pacifica Rosecrans Ltd Partnership

(TYPE OR PRINT NAME)

PLEASE SEE ATTACHED

(SIGNATURE OF PLAINTIFF)

1 KIMBALL, TIREY & ST. JOHN LLP  
2 James McKinley SBN# 157207  
3 7676 Hazard Center Drive, Suite 900  
4 San Diego, CA 92108  
5 (619) 234-1690  
6 FAX (619) 237-0457

7 Attorney for Plaintiff PACIFICA ROSECRANS LTD  
8 PARTNERSHIP

9 SUPERIOR COURT OF CALIFORNIA  
10 COUNTY OF SAN DIEGO, SAN DIEGO

11 PACIFICA ROSECRANS LTD  
12 PARTNERSHIP

13 Plaintiff,

14 vs.

15 Tasha Virture, All Unknown Occupants

16 Defendant(s)

17 DOES 1 TO 10 INCLUSIVE

18 Case No.

19 INFORMATIONAL NOTICE OF  
20 TEMPORARY EVICTION PROTECTIONS

21 TO ALL DEFENDANTS HEREIN AND THEIR ATTORNEYS OF RECORD, IF ANY:

22 In accordance with Federal law, all defendants in this action are hereby notified of the  
23 following:

24 **Because of the global COVID-19 pandemic, you may be eligible for temporary  
25 protection from eviction under the laws of your State, territory, locality, or tribal  
26 area, or under Federal law.**

27 Learn the steps you should take now:

- 28 • Visit [www.cfpb.gov/eviction](http://www.cfpb.gov/eviction)
- Or call a housing counselor at 800-569-4287.

This notice is for informational purposes only. Nothing contained in this notice is  
intended as, or shall constitute, an admission or waiver of any kind.

Date: 4-6-2023

*James McKinley*  
KIMBALL, TIREY & ST. JOHN LLP  
Attorneys for Plaintiff PACIFICA  
ROSECRANS LTD PARTNERSHIP  
By: James McKinley SBN# 157207

# NOTICE TO PAY RENT OR QUIT

To: Tasha Virtue  
and all other in possession of the premises located at:

3350 Rosecrans Street, unit 201, San Diego Ca, 92110

**WITHIN THREE (3) DAYS, excluding Saturdays and Sundays and other judicial holidays, after the service on you of this notice, you are hereby required to do one of the following:**

- (1) Pay the delinquent rent of the premises described herein, of which you now hold possession, as follows:**

Date Amount Became Due	Amount
August 3, 2022	<u>\$1,089.00</u>
September 3, 2022	<u>\$1,089.00</u>
October 3, 2022	<u>\$1,089.00</u>
November 3, 2022	<u>\$1,089.00</u>
December 3, 2022	<u>\$1,089.00</u>
January 3, 2023	<u>\$1,089.00</u>
February 3, 2023	<u>\$1,089.00</u>

Total Delinquent Rent: \$7,623.00

This notice does not demand rent or other payments owed prior to October 1, 2021, and Landlord reserves the right to pursue those amounts in accordance with the law.

Payment must be delivered as follows (*check all that apply and fill in the appropriate blanks for the checked sections only*):

- By mail to: Presidio Apartments, 3350 Rosecrans Street, San Diego CA, 92110.  
 By delivering in person to: Erika Macias, Property Manager or any available personnel at 3350 Rosecrans Street, San Diego CA, 92110 between the hours of 9:00 a.m. to 6:00 p.m.  
 On the following days of the week Monday – Sunday.  
 The above-mentioned employee may be reached by telephone at 619-325-1635.
- To the 24-hour drop box located at the on-site rental office
- By electronic funds transfer procedure previously established

Name of an Agent for Landlord: Erika Macias

Telephone Number: 619-325-1635

- (1) Or WITHIN THIRTY (30) DAYS after service upon you of this notice, deliver up possession of the premises described herein to Pacifica Management, who/which is authorized to receive the same.**

If you fail to perform or otherwise comply with this Notice, the Owner/Agent does hereby elect to declare the forfeiture of your Rental Agreement under which you hold possession of the above-described premises and will institute legal proceedings against you to recover possession of said premises and to recover all delinquent rent demanded herein, court costs and attorneys' fees as permitted by law.

This notice complies with the COVID-19 Rental Recovery Act by providing you more than three (3) court days to pay the rent. This notice further complies with the Coronavirus Aid, Relief and Economic Security (CARES) Act by providing you thirty (30) calendar days to vacate and surrender possession as stated above.

Dated: February 13, 2023



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By: Erika Macias  
Agent for Landlord/Owner



**VERIFICATION**

1  
2  
3 I, Erika Macias, declare that:

4 That I am the Authorized Agent for the Plaintiff in this action, and am authorized to  
5 make this Verification for and on its behalf. I am making this Verification for the Plaintiff  
6 because I am the person with the most personal knowledge of the facts contained in the  
7 Complaint and Mandatory Cover Sheet and Supplemental Allegations.

8 I have read the contents of the foregoing Complaint and Mandatory Cover Sheet and  
9 Supplemental Allegations and the same is true of my own knowledge, except as to those  
10 matters stated on information and belief, and as to those, I believe them to be true.

11 I declare under penalty of perjury that the foregoing is true and correct. Executed

12 4/7/23, at San Diego California.  
13 Date City

14  
15 

16 \_\_\_\_\_  
Authorized Agent for Plaintiff

**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.** CP10.5

- If you live here and you do not complete and submit this form, you may be evicted without further hearing by the court along with the persons named in the Summons and Complaint.
- You must file this form within 10 days of the date of service listed in the box on the right hand side of this form.
  - Exception:** If you are a tenant being evicted after your landlord lost the property to foreclosure, the 10-day deadline does not apply to you and you may file this form at any time before judgment is entered.
- If you file this form, your claim will be determined in the eviction action against the persons named in the complaint.
- If you do not file this form, you may be evicted without further hearing.
- If you are a tenant being evicted due to foreclosure, you have additional rights and should seek legal advice immediately.

CLAIMANT OR CLAIMANT'S ATTORNEY (Name and Address)	TELEPHONE NO.	<b>FOR COURT USE ONLY</b>
ATTORNEY FOR (Name) <b>NAME OF COURT:</b> SAN DIEGO SUPERIOR COURT STREET ADDRESS: 330 WEST BROADWAY MAILING ADDRESS: CITY AND ZIP CODE: SAN DIEGO, CA 92101 BRANCH NAME: CENTRAL DIVISION Plaintiff: Pacifica Rosecrans Ltd Partnership Defendant: Tasha Virture		
<b>PREJUDGMENT CLAIM OF RIGHT TO POSSESSION</b>		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 subject premises on or before the date the unlawful detainer (eviction) complaint was filed. (The date is in the accompanying Summons and Complaint.) 3. You still occupy the subject premises.		(To be completed by the process server) DATE OF SERVICE: (Date that form is served or delivered, posted, and mailed by the officer or process server)

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

- My name is (specify):
- I reside at (street address, unit no., city and ZIP code):  
3350 Rosecrans Street #201  
San Diego, CA 92110
- The address of "the premises" subject to this claim is (address):
- On (insert date): \_\_\_\_\_, the landlord or the landlord's authorized agent filed a complaint to recover possession of the premises. (This date is in the accompanying Summons and Complaint.)
- 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.
- I was at least 18 years of age on the date the complaint was filed (the date in item 4).
- 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).
- I was not named in the Summons and Complaint.
- I understand that if I make this claim of possession, I will be added as a defendant to the unlawful detainer (eviction) action.
- (Filing fee) I understand that I must go to the court and pay a filing fee of \$ \_\_\_\_\_ or file with the court an "Application for Waiver of Court Fees and Costs." I understand that if I don't pay the filing fee or file the form for waiver of court fees, I will not be entitled to make a claim of right to possession.

(Continued on reverse)

**PREJUDGMENT CLAIM OF RIGHT TO POSSESSION**



Plaintiff: <b>Pacifica Rosecrans Ltd Partnership</b> Defendant: <b>Tasha Virture</b>	CASE NUMBER:
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11. If my landlord lost this property to foreclosure, I understand that I can file this form at any time before judgment is entered, and that I have additional rights and should seek legal advice.
12. I understand that I will have *five days* (excluding court holidays) to file a response to the Summons and Complaint after I file the Prejudgment Claim of Right to Possession form.

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

13. **Rental agreement.** I have *(check all that apply to you)*:
- a.  an oral or written rental agreement with the landlord.
  - b.  an oral or written rental agreement with a person other than the landlord.
  - c.  an oral or written rental agreement with the former owner who lost the property to foreclosure.
  - d.  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 to possession, the unlawful detainer 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.
  3. You still occupy the premises.

You can complete and SUBMIT THIS CLAIM FORM WITHIN 10 DAYS from the date of service (on the form) at the court where the unlawful detainer (eviction) complaint was filed. If you are a tenant and your landlord lost the property you occupy through foreclosure, this 10-day deadline does not apply to you. You may file this form at any time before judgment is entered. You should seek legal advice immediately.

If you do not complete and submit this form (and pay a filing fee or file a fee waiver form 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 may be evicted without a hearing.*

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

James McKinley SBN #157207  
Kimball, Tirey & St. John LLP  
7676 Hazard Center Drive, Suite 900  
San Diego, CA 92108

TELEPHONE NO (619) 234-1690

FAX NO (Optional) (619) 237-0457

E-MAIL ADDRESS

ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**04/13/2023 at 08:48:51 PM**

Clerk of the Superior Court  
By Carla Boston, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego

STREET ADDRESS 330 WEST BROADWAY

MAILING ADDRESS

CITY AND ZIP CODE SAN DIEGO, CA 92101

BRANCH NAME CENTRAL DIVISION

CASE NAME: Pacifica Rosecrans Ltd Partnership v. Virture

CASE NUMBER 37-2023-00015406-CL-UD-CTL

JUDGE 501

DEPT

**CIVIL CASE COVER SHEET**

Unlimited (Amount demanded exceeds \$25,000)  
 Limited (Amount demanded is \$25,000 or less)

**Complex Case Designation**

Counter  Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 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**

Auto (22)  
 Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
 Product liability (24)  
 Medical malpractice (45)  
 Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**

Business tort/unfair business practice (07)  
 Civil rights (08)  
 Defamation (13)  
 Fraud (16)  
 Intellectual property (19)  
 Professional negligence (25)  
 Other non-PI/PD/WD tort (35)

**Employment**

Wrongful termination (36)  
 Other employment (15)

**Contract**

Breach of contract/warranty (06)  
 Rule 3.740 collections (09)  
 Other collections (09)  
 Insurance coverage (18)  
 Other contract (37)

**Real Property**

Eminent domain/Inverse condemnation (14)  
 Wrongful eviction (33)  
 Other real property (26)

**Unlawful Detainer**

Commercial (31)  
 Residential (32)  
 Drugs (38)

**Judicial Review**

Asset forfeiture (05)  
 Petition re: arbitration award (11)  
 Writ of mandate (02)  
 Other judicial review (39)

**Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)**

Antitrust/Trade regulation (03)  
 Construction defect (10)  
 Mass tort (40)  
 Securities litigation (28)  
 Environmental/Toxic tort (30)  
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**

Enforcement of judgment (20)

**Miscellaneous Civil Complaint**

RICO (27)  
 Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

Partnership and corporate governance (21)  
 Other petition (not specified above) (43)

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a.  Large number of separately represented parties
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f.  Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): 1

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: 04/06/2023

KIMBALL, TIREY & ST. JOHN LLP, James McKinley SBN #157207

/s/ James McKinley

(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 3.220.) 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 3.400 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 collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:  
 NAME: **James McKinley SBN #157207**  
 FIRM NAME: **Kimball, Tirey & St. John LLP**  
 STREET ADDRESS: **7676 Hazard Center Drive, Suite 900**  
 CITY: **San Diego** STATE: **CA** ZIP CODE: **92108**  
 TELEPHONE NO.: **(619) 234-1690** FAX NO.: **(619) 237-0457**  
 EMAIL ADDRESS:  
 ATTORNEY FOR (name): **Plaintiff**

FOR COURT USE ONLY  
  
**ELECTRONICALLY FILED**  
 Superior Court of California,  
 County of San Diego  
  
**04/13/2023 at 08:48:51 PM**  
 Clerk of the Superior Court  
 By Carla Boston, Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego**  
 STREET ADDRESS: **330 WEST BROADWAY**  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: **SAN DIEGO, CA 92101**  
 BRANCH NAME: **CENTRAL DIVISION**

PLAINTIFF: **Pacifica Rosecrans Ltd Partnership**  
 DEFENDANT: **Tasha Virture**

**PLAINTIFF'S MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINDER**

CASE NUMBER:  
**37-2023-00015406-CL-UD-CTL**

All plaintiffs in unlawful detainer proceedings must file and serve this form. Filing this form complies with the requirement in Code of Civil Procedure section 1179.01.5(c).

- Serve this form and any attachments to it with the summons.
- If a summons has already been served without this form, then serve it by mail or any other means of service authorized by law.
- If defendant has answered prior to service of this form, there is no requirement for defendant to respond to the supplemental allegations before trial.

To obtain a judgment in an unlawful detainer action for nonpayment of rent on a residential property, a plaintiff must verify that no rental assistance or other financial compensation has been received for the amount demanded in the notice or accruing afterward, and that no application is pending for such assistance. To obtain a default judgment, plaintiff must use Verification by Landlord Regarding Rental Assistance—Unlawful Detainer (form UD-120) to make this verification and provide other information required by statute.

1. PLAINTIFF (name each):  
**Pacifica Rosecrans Ltd Partnership**

alleges causes of action in the complaint filed in this action against DEFENDANT (name each):  
**Tasha Virture**

2. **Statutory cover sheet allegations** (Code Civ. Proc., § 1179.01.5(c))

- a. This action seeks possession of real property that is (check all that apply):  Residential  Commercial  
 (If "residential" is checked, complete items 3 and 4 and all remaining items that apply to this action. If only "commercial" is checked, no further items need to be completed except the signature and verification on page 5; a summons may be issued.)
- b. This action is based, in whole or in part, on an alleged default in payment of rent or other charges.  Yes  No

3. **Item 3 has been removed as it only applied before July 1, 2022.**

THIS SPACE INTENTIONALLY LEFT BLANK

PLAINTIFF: **Pacifica Rosecrans Ltd Partnership**  
DEFENDANT: **Tasha Virture**

CASE NUMBER:

THIS SPACE INTENTIONALLY LEFT BLANK

4. **Tenants subject to COVID-19 Tenant Relief Act** (Code Civ. Proc., § 1179.02(h))

a.  (1) One or more defendants in this action is a natural person:  Yes  No

(2) Identify any defendant not a natural person:

*If no is checked, then no further items need to be completed except the signature and verification, and item 12 if the action is based on nonpayment of rent.)*

b.  (1) All defendants named in this action maintain occupancy as described in Civil Code section 1940(b):  Yes  No

(2) Identify any defendant who does not: **Tasha Virture**

*If yes is checked, then no further items need to be completed except the signature and verification, and item 12 if the action is based on nonpayment of rent.)*

5.  **Unlawful detainer notice expired before March 1, 2020**

*The plaintiff's complaint in this action is based solely on a notice to quit, to pay or quit, or to perform covenants or conditions, in which the time period specified in the notice expired before March 1, 2020. (If this is the only basis for the action, no further items need to be completed except the signature and verification on page 5. (Code Civ. Proc., § 1179.03.5(a)(1).))*

6.  **Based on other financial obligations due between March 1, 2020, and August 31, 2020 (protected time period)**

*The plaintiff's complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due to the plaintiff during the protected time period. (Check all that apply.)*

*Landlord's (plaintiff's) bank*

*and/or other persons at the relevant portions of the "Notice from the State of California" required by Code of Civil Procedure section 1179.03.5(a)(1). (Check all applicable information regarding service of the notice or notices in item 8 below.)*

*Landlord's (plaintiff's) bank*

*The plaintiff has, at least 15 days before to pay rent or other financial obligations, quit, or deliver a declaration, and an unsigned declaration, (A/20) or related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.02.5(c)(1).*

*(If the notice identified defendant as a high-income tenant and requested submission of documentation supporting any declaration the defendant submits, complete item 9 below. (Code Civ. Proc., § 1179.02.5(c).))*

*(If filing form UD-100 with this form and item 6b is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)*

**PLAINTIFF'S MANDATORY COVER SHEET AND  
SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINER**

PLAINTIFF: **Pacifica Rosecrans Ltd Partnership**  
DEFENDANT: **Tasha Virture**

CASE NUMBER:

6. c. Response to notice (check all that apply):

(1)  Defendant (name each):

delivered a declaration of COVID-19-related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

(2)  Defendant (name each):

did not deliver a declaration of COVID-19-related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

7.  **Rent or other financial obligations due between September 1, 2020, and September 30, 2021 (the transition time period)** The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due during the transition time period.

a.  Defendant (name each):

was provided all the required versions of the "Notice from the State of California" as required by Code of Civil Procedure section 1179.04. (Provide information regarding service of the notice or notices in item 8 below.)

b.  Defendant (name each):

was served with at least 15 days' notice to pay rent or other financial obligations, quit, or deliver a declaration, and an unsigned declaration of COVID-19-related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(c) and (d).

(If the notice identified defendant as a **high-income tenant** and requested submission of documentation supporting any declaration the defendant submits, complete item 9 below. (Code Civ. Proc., § 1179.02.5(c).))

(If filing form UD-100 with this form and item 7b is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)

c. Response to notice (check all that apply):

(1)  Defendant (name each):

delivered a declaration of COVID-19-related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

(2)  Defendant (name each):

did not deliver a declaration of COVID-19-related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

d.  Rent or other financial obligations due:

(1) Rent or other financial obligations in the amount of \$ \_\_\_\_\_ was due between September 1, 2020, and September 30, 2021.

(2) Payment of \$ \_\_\_\_\_ for that period was received by September 30, 2021.

8. **Service of Code of Civil Procedure Section 1179.04 Notice from the State of California** (You must complete this item if you checked item 6 or 7 above. Section 1179.04 provides three separate versions of a "Notice from the State of California" that the landlord was to provide to tenants at different times during the pandemic (the notices referenced in items 6a and 7a above). This item addresses when and how those notices were provided.)

a. **September 2020 Notice.** Plaintiff provided the required notice for tenants who, as of September 1, 2020, had any unpaid rent or other financial obligations due any time between March 1, 2020, and August 31, 2020 (Code Civ. Proc., § 1179.04(a)), to defendants identified in 6a or as follows:

(1)  By sending a copy by mail addressed to each named defendant on (date): \_\_\_\_\_

(2)  By personally handing a copy to each named defendant on (date): \_\_\_\_\_

PLAINTIFF: **Pacifica Rosecrans Ltd Partnership**  
DEFENDANT: **Tasha Virture**

CASE NUMBER: \_\_\_\_\_

8. a. (3)  By some other method of service described in Code of Civil Procedure section 1162. (If this box is checked, describe the method and date of service on an attached page (you can use form MC-025) and title it Attachment 8a.)
- (4)  In different ways for different defendants. (If this box is checked, describe the method and date of service for each defendant on an attached page (you can use form MC-025) and title it Attachment 8a.)
- (5)  Plaintiff was not required to serve the September 2020 notice on the named defendants.

b. **February 2021 Notice.** Plaintiff provided the required notice for tenants who as of February 1, 2021, had unpaid rent or other financial obligations due any time after March 1, 2020, (Code Civ. Proc., § 1179.04(b)) to defendants identified in 6a and 7a as follows:

- (1)  By sending a copy by mail addressed to each named defendant on (date): \_\_\_\_\_
- (2)  By personally handing a copy to each named defendant on (date): \_\_\_\_\_
- (3)  By some other method of service described in Code of Civil Procedure section 1162. (If this box is checked, describe the method and date of service on an attached page (you can use form MC-025) and title it Attachment 8b.)
- (4)  In different ways for different defendants. (If this box is checked, describe the method and date of service for each defendant on an attached page (you can use form MC-025) and title it Attachment 8b.)
- (5)  Plaintiff was not required to serve the February 2021 notice on the named defendants.

c. **July 2021 Notice.** Plaintiff provided the required notice for tenants who as of July 1, 2021, had unpaid rent or other financial obligations due any time after March 1, 2020, (Code Civ. Proc., § 1179.04(c)) to defendants identified in 6a and 7a as follows:

- (1)  By sending a copy by mail addressed to each named defendant on (date): \_\_\_\_\_
- (2)  By personally handing a copy to each named defendant on (date): \_\_\_\_\_
- (3)  By some other method of service described in Code of Civil Procedure section 1162. (If this box is checked, describe the method and date of service on an attached page (you can use form MC-025) and title it Attachment 8c.)
- (4)  In different ways for different defendants. (If this box is checked, describe the method and date of service for each defendant on an attached page (you can use form MC-025) and title it Attachment 8c.)
- (5)  Plaintiff was not required to serve the July 2021 notice on the named defendants.

9.  **High-income tenant.** The 15-day notice in item 6b or 7b above identified defendant as a high-income tenant and requested submission of documentation supporting the tenant's claim that tenant had suffered COVID-19–related financial distress. Plaintiff had proof before serving that notice that the tenant has an annual income that is at least 130 percent of the median income for the county the rental property is located in and not less than \$100,000. (Code Civ. Proc., § 1179.02.5.)

- a.  The tenant did not deliver a declaration of COVID-19–related financial distress within the required time. (Code Civ. Proc., § 1179.03(f).)
- b.  The tenant did not deliver documentation within the required time supporting that the tenant had suffered COVID-19–related financial distress as asserted in the declaration. (Code Civ. Proc., § 1179.02.5(c).)

10.  **Rent or other financial obligations due between October 1, 2021, and March 31, 2022 (recovery period rental debt).** The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due during the recovery period. (Check a, b, or c.)

a.  Defendant (name each): \_\_\_\_\_

was served with at least 3 days' notice to pay rent or other financial obligations or quit, in a notice that included the information about the government rental assistance program and possible protections, as required by Code of Civil Procedure section 1179.10.

(If filing form UD-100 with this form and this item is checked, specify this notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)

- b.  The tenancy was not initially established before October 1, 2021, and the special notice to quit required by Code of Civil Procedure section 1179.10 does not apply in this action.
- c.  The 3 days' notice to pay rent or other financial obligations or quit was served on or after July 1, 2022, and the special notice to quit required by Code of Civil Procedure section 1179.10 does not apply in this action.



PLAINTIFF: Pacifica Rosecrans Ltd Partnership  
DEFENDANT: Tasha Virture

CASE NUMBER

UD-101

11.  **Rent or other financial obligations due after March 31, 2022.** (Only applicable if action is filed on or after April 1, 2022.)  
The only demand for rent or other financial obligations on which the unlawful detainer complaint in this action is based is a demand for payment of rent due after March 31, 2022.
12.  **Statements regarding rental assistance** (Required in all actions based on nonpayment of rent or any other financial obligation. Plaintiff must answer all the questions in this item and, if later seeking a default judgment, will also need to file Verification Regarding Rental Assistance—Unlawful Detainer (form UD-120).)
- a. Has plaintiff received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint?  Yes  No
  - b. Has plaintiff received rental assistance or other financial compensation from any other source for rent accruing after the date of the notice underlying the complaint?  Yes  No
  - c. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint?  Yes  No
  - d. Does plaintiff have any pending application for rental assistance or other financial compensation from any other source for rent accruing after the date on the notice underlying the complaint?  Yes  No
13.  **Other allegations** Plaintiff makes the following additional allegations: (State any additional allegations below, with each allegation lettered in order, starting with (a), (b), (c), etc. If there is not enough space below, check the box below and use form MC-025, file it Attachment 13, and letter each allegation in order.)  Other allegations are on form MC-025.

14.  Number of pages attached (specify): 1

Date: 04/06/2023

KIMBERLY TAYLOR & SON, ATTORNEYS LLP, James McKinley, SBN #157297  
(TYPE OR PRINT NAME)

James McKinley  
(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: \_\_\_\_\_

PLEASE SEE ATTACHED \_\_\_\_\_  
(TYPE OR PRINT NAME)

PLEASE SEE ATTACHED \_\_\_\_\_  
(SIGNATURE)

1 VERIFICATION


2  
3 I, Erika Macias, declare that:

4 That I am the Authorized Agent for the Plaintiff in this action, and am authorized to  
5 make this Verification for and on its behalf. I am making this Verification for the Plaintiff  
6 because I am the person with the most personal knowledge of the facts contained in the  
7 Complaint and Mandatory Cover Sheet and Supplemental Allegations.

8 I have read the contents of the foregoing Complaint and Mandatory Cover Sheet and  
9 Supplemental Allegations and the same is true of my own knowledge, except as to those  
10 matters stated on information and belief, and as to those, I believe them to be true.

11 I declare under penalty of perjury that the foregoing is true and correct. Executed

12 4/7/23, at San Diego California.  
13 Date City

14  
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16 \_\_\_\_\_  
17 Authorized Agent for Plaintiff  
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