

ENDORSED
FILED

SUM-130

**SUMMONS
(CITACION JUDICIAL)
UNLAWFUL DETAINER—EVICTION**

(RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)

**NOTICE TO DEFENDANT: ALL WORLD MISSION MINISTRIES, D/B/A
(AVISO AL DEMANDADO): WORLD MISSION PRAYER CENTER, a California
non-profit religious corporation, and DOES 1 through 20, inclusive**

**YOU ARE BEING SUED BY PLAINTIFF: CANAAN TAIWANESE CHRISTIAN
(LO ESTÁ DEMANDANDO EL DEMANDANTE): CHURCH, a California non-
profit religious corporation**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
MAR 28 2011

David H. Yamasaki, Clerk of the Superior Court
County of Santa Clara, California

By _____
Deputy Clerk

A. FLORESCA

You have 5 CALENDAR DAYS 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. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) 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.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. 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 Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. 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.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. 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), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. 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. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor 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 desechar el caso.

1. The name and address of the court is: Superior Court of Santa Clara County
(El nombre y dirección de la corte es):
Downtown Superior Court, 191 N. First Street, San Jose, CA 95113

CASE NUMBER:
(Número del caso)
11FCV197542

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Maria V. Bernstein
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
SSL Law Firm LLP, 575 Market St., Suite 2700, San Francisco, CA 94105, ph: (415) 814-6400

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) did did not for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date: **MAR 28 2011** Clerk, by **DAVID H. YAMASAKI**, Deputy
(Fecha) (Secretario) Chief Executive Officer, Clerk (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

4. NOTICE TO THE PERSON SERVED: You are served

- a. as an individual defendant.
 - b. as the person sued under the fictitious name of (specify):
 - c. as an occupant
 - d. on behalf of (specify): **ALL WORLD MISSION MINISTRIES, D/B/A
WORLD MISSION PRAYER CENTER, A
CALIFORNIA NON-PROFIT
RELIGIOUS CORPORATION**
- under: CCP 416.10 (corporation) CCP 416.60 (minor)
- CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
- CCP 415.46 (occupant) other (specify):

5. by personal delivery on (date):

PLAINTIFF (Name): Canaan Taiwanese Christian Church	CASE NUMBER:
DEFENDANT (Name): All World Mission Ministries, d/b/a/ World Mission Prayer Center, et al.	

6. **Unlawful detainer assistant** (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):
- a. Assistant's name:
 - b. Telephone no.:
 - c. Street address, city, and zip:

 - d. County of registration:
 - e. Registration no.:
 - f. Registration expires on (date):

ENDORSED
FILED

MAR 28 2011

David H. ...
County of Santa Clara, California

By: _____
Dandy Clerk

A. FLORESCA

1 SSL LAW FIRM LLP
2 Maria V. Bernstein (Bar No. 183583)
3 575 Market Street, Suite 2700
4 San Francisco, CA 94105
5 Telephone: (415) 814-6400
6 Facsimile: (415) 814-6401
7 E-mail: maria@sslfirm.com

Attorneys for Plaintiff

8 CANAAN TAIWANESE CHRISTIAN CHURCH,
9 a California non-profit religious corporation

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA CLARA

12 CANAAN TAIWANESE CHRISTIAN
13 CHURCH, a California non-profit religious
14 corporation,

15 Plaintiff,

16 v.

17 ALL WORLD MISSION MINISTRIES, a
18 California non-profit religious corporation
19 D/B/A WORLD MISSION PRAYER CENTER,
20 and DOES 1 through 20, inclusive,

21 Defendants.

No. ~~111CV197542~~

Unlimited Civil Case
Amount demanded exceeds \$25,000

COMPLAINT FOR UNLAWFUL
DETAINER

BY FAX

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COMPLAINT FOR UNLAWFUL DETAINER

Case No. _____

1 Plaintiff, CANAAN TAIWANESE CHRISTIAN CHURCH, a California non-profit
2 religious corporation (hereinafter, "**Plaintiff**"), alleges:

3 1. Plaintiff is the owner and landlord of certain improved commercial and residential
4 real property located at 1904 Silverwood Avenue and 184 and 196 Farley Avenue, Mountain View,
5 California 94043 (the "**Property**").

6 2. Defendant, ALL WORLD MISSION MINISTRIES is a California non-profit
7 religious corporation D/B/A World Mission Prayer Center ("**World Mission**") as shown on the
8 expired fictitious business name statement provided by World Mission to Plaintiff and attached as
9 **Exhibit A** hereto and incorporated herein. World Mission may be referred to hereinafter, together
10 with all other defendants hereunder, "**Defendant**").

11 3. On or about January 1, 2009, Plaintiff as lessor, and World Mission, as lessee,
12 entered into a written lease (the "**Lease**") for the Property, as more particularly described in the
13 Lease. A true copy of the Lease is attached as **Exhibit B** to this complaint and incorporated by
14 reference.

15 4. On or about September 9, 2010 Plaintiff served Defendants with a separate three day
16 notice to quit each of the premises at each address constituting the Property due to Plaintiff's
17 breach of the terms of the Lease, which three day notices to quit are attached as **Exhibit C** and
18 incorporated hereunder. World Mission failed to cure the breach and the written Lease was
19 effectively terminated as of September 12, 2010. Defendants remained in possession of the
20 Property.

21 5. Notwithstanding the termination of the Lease, Plaintiff, as seller, and World
22 Mission, as buyer entered into three separate agreements for World Mission to buy the Property
23 from Plaintiff pursuant to those certain purchase and sale agreements attached to this complaint as
24 **Exhibit D** and incorporated by reference (the "**Sale Agreements**").

25 6. Plaintiff has no other agreements, written or verbal, with any other Defendant other
26 than World Mission.

27 7. Plaintiff permitted Defendants (including employees and agents of World Mission)
28 to remain on the Property during the term of the Sale Agreements but Defendant has not paid any

1 rent to Plaintiff during such term, which rent was to be applied to the price paid by World Mission
2 under the Sale Agreement.

3 8. World Mission breached the terms of the Sale Agreements and the Sale Agreements
4 were terminated pursuant to the notice dated as of March 10, 2011 to Defendants, attached as
5 Exhibit E to this Agreement and incorporated by reference.

6 9. As a result of World Mission's breach of the Sale Agreements, Plaintiff terminated
7 any oral or other lease between Plaintiff and World Mission by serving on Defendant three written
8 notices to pay or quit the premises, one for each of the premises address constituting the Property,
9 and all of which are attached as Exhibit F hereto (collectively, the "March 2011 Notice").

10 10. Defendant continues to remain in possession of the Property, notwithstanding the
11 termination of all agreements between Defendant and Plaintiff with respect to the Property.

12 11. The true names of defendants DOES 1 through 20, inclusive, are unknown to
13 Plaintiff, who therefore sues said defendants by such fictitious names. Plaintiff is informed and
14 believes and thereon alleges that each of the defendants designated as a DOE is liable to Plaintiff in
15 some manner under the Lease, or is a subtenant, assignee, or partner of one of the other defendants,
16 or is otherwise in possession of the Property. Plaintiff will ask leave of Court to allege their true
17 names and capacities when the same have been ascertained.

18 12. Prior to the filing of this complaint, Defendant went into possession of the Property
19 and continues to possess and occupy them.

20 13. Defendant breached the Lease by failing to perform its obligations thereunder, as set
21 forth in the March 2011 Notice.

22 14. On or about March 10, 2011, Plaintiff served Defendant with the written March
23 2011 Notice concerning the breach.

24 15. More than three days elapsed since service of the March 2011 Notice and Defendant
25 neglected and refused to cure the default in full or to vacate and deliver up possession of the
26 Property to Plaintiff.

27 16. As a result of Defendants' failure to cure the default in full or to vacate and deliver
28 up possession of the Property, Plaintiff will sustain damages in the amount of the reasonable rental

1 value of the Property, to wit: \$562.50 per day from March 13, 2011, and will continue to sustain
2 damages at said rate for as long as Defendants remain in possession of the Property.

3 WHEREFORE, Plaintiff prays for judgment against defendants, and each of them, jointly
4 and severally, as follows:

5 For restitution and possession of the Property;

6 17. For forfeiture of the Lease;

7 18. For rent and charges of \$130,671.56 accruing prior to the termination of the Lease;

8 19. For damages in the amount of \$562,50 per day from\$ March 13, 2011, for each day
9 that defendants continue to possess the Property, or until the date of judgment, whichever is sooner;

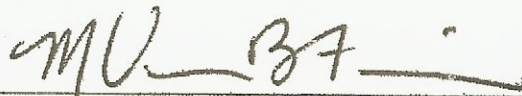
10 20. For reasonable attorneys' fees;

11 21. For costs; and

12 22. For such other and further relief as the Court deems just and proper.

13 DATED: March 28, 2011

SSL LAW FIRM LLP

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17 Maria V. Bernstein
18 Attorneys for Plaintiff,
19 CANAAN TAIWANESE CHRISTIAN CHURCH
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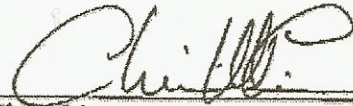
VERIFICATION

I, Chris Lin, declare:

I am Chris Lin for the Plaintiff herein. I have read the foregoing Complaint for Unlawful Detainer. I am informed and believe that the matters stated in it are true, and on that ground allege that they are true.

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

DATED: March 24, 2011



Chris Lin