

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Evey Properties LLC,

Case Type: Eviction/Housing

Plaintiff,

Court File No. _____

vs.

James Parker, and John and Jane Does 1-10,

Defendants.

EVICTIION ACTION COMPLAINT

Nicholas N. Sperling, attorney for Plaintiff herein, being first duly sworn, on oath complains and states as follows:

1. That he is the attorney for Evey Properties LLC (**"Plaintiff"**).
2. That Plaintiff is the authorized agent and landlord of the following described property located in Hennepin County, Minnesota, having a street address of 1220 Sherburne Avenue, Apt. No. 6, Saint Paul, Minnesota 55104 (the **"Premises"**).
3. That Defendant James Parker (**"Defendant"**)¹ leases the premises from Plaintiff on a month-to-month basis.
4. That on March 31, 2023, Defendant signed a month-to-month written lease for the period starting on April 1, 2023 (the **"Lease"**) with a previous agent and landlord for the Premises, Jerome Properties, Inc. A true and correct copy of the executed Lease is attached

¹ Defendant and John and Jane Does 1-10 are collectively referred to as "Defendants" herein.

hereto as Exhibit A.

5. The Defendant originally agreed to pay \$1,050 in monthly unit rent, plus utilities (collectively, the “**Rent**”), including electricity and gas. *Id.*

6. That the Lease remained in effect after the Premises was sold with Plaintiff being the new and current authorized agent and landlord.

7. That Plaintiff and Defendant orally modified the lease by reducing the monthly Rent, excluding utilities, to \$985.

8. That beginning on October 1, 2024, Defendant stopped paying the Rent altogether.

9. That on March 26, 2025, Plaintiff’s counsel served Defendant with Written Notice of Termination of Tenancy (the “**Notice of Termination**”). A true and correct copy of the Notice of Termination is attached hereto as Exhibit B.

10. That Plaintiff’s Notice of Termination served as notice pursuant to the requirements of Minn. Stat. § 504B.135.

11. That at the time of the Notice of Termination on March 26, 2025, Defendant owed Plaintiff \$5,970.00 in unpaid Rent for the months of October, November, December, January, February, and March.

12. That despite Plaintiff’s Notice of Termination, Defendant remains in possession of the Premises as an illegal holdover tenant, even though his legal right to remain on the Premises terminated as of April 30, 2025.

13. That, pursuant to Minnesota law, a landlord is entitled to recover possession by eviction when any person holds over real property after termination of the time for which it is

leased to that person, or after failure to pay rent according to the terms of the lease. Minn. Stat. §§ 504B.285 subd. 1(2) & 504B.301.

14. That Plaintiff is entitled to recover possession of the Premises by eviction for Defendant's failure to pay Rent because no payments for Rent have been made since September 2024, because Defendants failed to vacate following the Notice of Termination, and because of the significant balance owed due to overall unpaid rent. Minn. Stat. § 504B.285 subd. 1(2).

15. That Plaintiff is entitled to recover any outstanding Rent, plus any additional prorated rent for the holdover period.

WHEREFORE, Plaintiff demands judgment against Defendants for recovery of the Premises, the outstanding Rent, the additional Rent owed for the holdover period, and any attorney's fees, costs and disbursements allowable under Minnesota law.

Dated: May 6, 2025.

TREPANIER MACGILLIS BATTINA P.A.

/s/ Tyler D. Spillman

By: _____

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ATTORNEYS FOR PLAINTIFF

ACKNOWLEDGEMENT

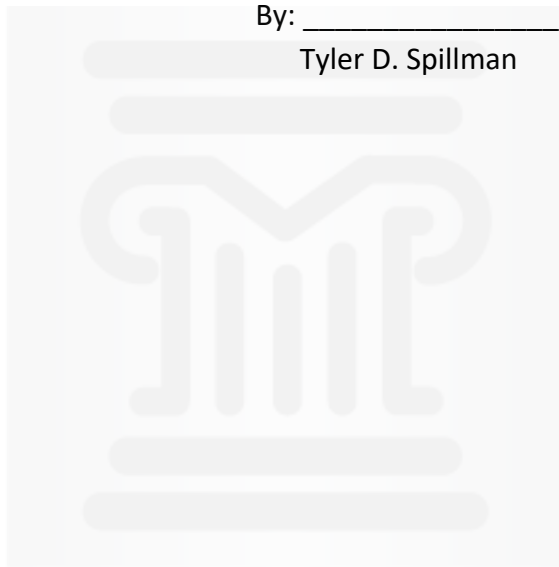
The undersigned hereby acknowledges that pursuant to Minn. Stat. § 549.211 sanctions may be awarded to the party or parties against whom the allegations in this pleading are asserted.

/s/ Tyler D. Spillman

Dated: May 6, 2025.

By: _____

Tyler D. Spillman



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EXHIBIT A



MINNESOTA
JUDICIAL
BRANCH

RESIDENTIAL LEASE AGREEMENT

1. **PARTIES.** This Residential Lease Agreement ("Agreement") made this March 31, 2023 is between:
Landlord Name: David Palmer / Jerome Properties, Inc. with a mailing address
of: P.O. Box 7028 Mpls MN 55407 ("Landlord"), AND
Tenant Name(s): James Parker Jr. ("Tenant(s)"). Landlord
and Tenant are each collectively referred to as the "Parties."

2. **PROPERTY.** Tenant is responsible for Electric, gas and Baking gas for the unit
The Landlord agrees to lease the described property to the Tenant:

Address: 1220 Sherburne Ave #6 St. Paul 55104 ("Premises").

Residence Type: ☐ Single-family ☒ Apartment ☐ Condominium ☐ Other: _____

3. **TERM.**

The Agreement shall begin on April 1, 2023 and end on Month to Month ("Term").

4. **RENT.** Receipt of \$2,700 / Remaining \$480.00 due on 5/1/2023
The Tenant shall pay the Landlord in equal monthly installments of \$ 1050.00 ("Rent"). The
Rent shall be due on the 1st of every month ("Due Date") and paid under the following
instructions: Mail to P.O. Box 7028 Mpls, MN 55407 / Electronic (arrange)

5. **SECURITY DEPOSIT.** The Tenant (check one):

☒ Shall deposit with the Landlord the sum of \$ 1050.00 as security for any damage caused
to the Premises during the Term. Such deposit shall be returned to the Tenant, less any itemized
deductions, within 21 days after the end of the Term.

☐ Shall NOT be required to pay a security deposit.

6. **SIGNATURES.**

Landlord's Signature: [Signature] Date: 3/31/23

Printed Name: David Palmer

Tenant Signature: [Signature] Date: 3/31/23

Printed Name: James Parker

Tenant Signature: _____ Date: _____

Printed Name: _____

EXHIBIT B



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Written Notice of Termination of Tenancy

Minn. Stat. § 504B.135

To the Tenants: James Parker, John Does 1-10, and Jane Does 1-10, 1220 Sherburne Avenue, Apt. No. 6, Saint Paul, Minnesota 55104.

This is to let you know that as of March 26, 2025, your **landlord** is terminating your at-will (month to month) tenancy. You must vacate the property on or before midnight on **April 30, 2025**.

Failure to move out will make you an illegal holdover tenant and the landlord will take legal action to evict. Please note that as of March 26, 2025, **the total amount due for unpaid rent is \$5,970 minus the security deposit**. In addition to the eviction case, which will be a public record, the landlord will also commence legal action to recover the full amount due in addition to interest, costs of the action, and potential attorney's fees.

The landlord may be amenable to waiving a portion of the money owed in exchange for you voluntarily vacating the property before April 30. Should you wish to discuss this further, please contact landlord's counsel:

Nicholas N. Sperling, Esq.
nsperling@trepanierlaw.com
Trepanier MacGillis Battina P.A.
8000 Flour Exchange Building
310 Fourth Avenue South
Minneapolis, MN 55415
Phone: 612.455.0500

Important information:

Need help paying for rent? To apply for financial help, contact your local county or Tribal social services office, apply online at [MNBenefits.mn.gov](https://mnbenefits.mn.gov), or call the United Way toll-free information line by dialing 2-1-1 or 800-543-7709.

Need legal help? You have the right to seek legal help. If you can't afford a lawyer, free legal help may be available. Contact Legal Aid or visit www.LawHelpMN.org to know your rights and find your local Legal Aid office.