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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 Justice Aviation, Inc.,

11 Plaintiff,

12 vs.

13 City of Santa Monica; Frederick Cole;
14 Nelson Hernandez; Superior Court of the
15 State of California for the County of Los
16 Angeles; Jim McDonnell; and DOES 1-10,
inclusive,

Defendants.

Case no. 2:16-CV-2043

**COMPLAINT FOR INJUNCTIVE RELIEF,
DECLARATORY JUDGMENT, AND
DAMAGES**

JURY TRIAL DEMANDED

17 Plaintiff Justice Aviation, Inc. (“Justice” or “Justice Aviation”) alleges as follows:

18 **INTRODUCTION**

19 For almost seventy years, the City of Santa Monica (the “City”) has had
20 continuing obligations, required by federal statutes and agreements it entered into with
21 the Federal Aviation Administration (“FAA”), regarding the Santa Monica Municipal
22 Airport (the “Airport”) – obligations it has now been trying to avoid for several decades.

23 In exchange for agreeing to operate the Airport as a public airport, the City
24 received the land and facilities, including substantial improvements and upgrades made
25 by the federal government, that make up the Airport, along with almost \$10 million in
26 federal airport development assistance funds the City put towards Airport
27 improvements. Today, the Airport is a necessary, integral, and irreplaceable part of the
28 regional and national system of air transportation and commerce.

1 Justice Aviation was formerly in possession of the Premises pursuant to a lease; however,
2 Justice's lease, like those of all aviation tenants, was written by the City to expire on or
3 before July 1, 2015, and Justice is - like all aviation tenants - currently on a "month to
4 month holdover."

5 6. Defendant City of Santa Monica is, upon information and belief, a municipal
6 corporation duly chartered under the Constitution of the State of California. The City is
7 located within Los Angeles County, in the State of California.

8 7. Defendant Frederick Cole ("Cole") is, and upon information and belief
9 since about May 2015 has been, the City Manager of the City of Santa Monica.

10 8. Upon information and belief, Cole was hired with the specific direction to
11 do whatever was necessary to close the Airport.

12 9. Defendant Nelson Hernandez ("Hernandez") is, and upon information and
13 belief since about November 2015 has been, the Senior Advisor to the City Manager on
14 Airport Affairs. On information and belief, Hernandez was hired by the City to assist
15 with its efforts to close the Airport.

16 10. Defendant Superior Court of the State of California for the County of Los
17 Angeles ("Los Angeles Superior Court" or "LASC") is a superior court organized
18 pursuant to the California Constitution, Art. 6, § 4. An Unlawful Detainer action brought
19 by the City against Justice is currently pending in the Los Angeles Superior Court, *City of*
20 *Santa Monica v. Justice Aviation, Inc.*, LASC docket no. 16R00754 (the "Unlawful
21 Detainer Action").

22 11. Defendant Jim McDonnell is the Sheriff for Los Angeles County ("Sheriff
23 McDonnell"); his Los Angeles County Sheriff's Department ("LASD" or the
24 "Sheriff's Dept.") is a law enforcement agency tasked with, among other things, levying
25 property in an eviction.

26 12. Justice is unaware of the true names, involvement, or capacities, whether
27 individual, corporate, associate, or otherwise, of Defendants Does 1 to 10 (the "Doe
28 Defendants"), and therefore sues them by such fictitious names. Justice is informed and

1 believes, and based upon such information and belief alleges, that each of the Doe
2 Defendants is responsible for the actions described herein, has conspired with the other
3 Defendants herein, was the agent, servant, employee, or alter ego of the remaining
4 Defendants, or is otherwise responsible for the complained of actions. Justice will amend
5 this Complaint when it learns the true names, involvement, and capacities of the Doe
6 Defendants.

7 **GENERAL ALLEGATIONS**

8 **The Airport**

9 13. The history of the Santa Monica Municipal Airport is undisputed and well
10 known¹ to the Court, and begins in relevant part in 1946, when the City requested² the
11 federal government, via the Surplus Property Act of 1944, 49 U.S.C. §§ 47151-47153 (the
12 “Surplus Property Act”), transfer interest in the Airport to the City, “for the purpose of
13 encouraging and fostering the development of civil aviation.”

14 14. That transfer occurred in 1948, under the terms of an Instrument of
15 Transfer (the “1948 Instrument,” a true and correct copy of which is attached hereto as
16 **Exhibit A** and incorporated herein by reference).

17 15. In 1981, the Santa Monica City Council (“City Council”) adopted
18 resolution 6296, which stated, in relevant part: “It is the policy of the City of Santa
19 Monica to effect the closure of the Santa Monica Municipal Airport as soon as
20 possible.”³

21
22
23
24 ¹ See, e.g., Order Granting Defendants’ Motion to Dismiss, *City of Santa Monica v. United States et al*,
25 CV 13-8046, ECF No. 31 (C.D. Cal., Feb. 13, 2014) (the “2014 Order to Dismiss”).

26 ² 2014 Order to Dismiss, *supra*, at *3.

27 ³ See, e.g., May 14, 2009 Initial Decision of the Hearing Officer, *In the Matter of Compliance with Federal*
28 *Obligations by the City of Santa Monica, California*, Docket No. 16-02-08 at *9, available at
http://www.faa.gov/about/office_org/headquarters_offices/agc/pol_adjudication/agc70/casefiles/view/docs/Docket16_02_08id.pdf

1 16. In 1984, to resolve hotly contested litigation concerning the City's desire to
2 close the Airport, the City and the FAA entered into a settlement agreement (the "1984
3 Agreement," also known to this Court⁴), which noted, in relevant part:

4 The Airport serves an important role in the regional and national system of
5 air transportation and air commerce. It has a vital and critical role in its
6 function as a general aviation reliever for the primary airports in the area. As
7 a reliever facility the Airport attracts and provides service to general aviation
8 thereby diverting aircraft away from the air carrier airports and other heavily
9 used airports located in the Greater Los Angeles Area. Study and analysis
10 have confirmed this congestion and that other similar general aviation
11 reliever airports in the area are already heavily used and do not have the
12 ability to accept or absorb the service provided by Santa Monica Airport.

13 17. The City has interpreted the 1984 Agreement as releasing it from its
14 obligation to operate the Airport as an airport, as of July 1st, 2015.

15 18. The FAA⁵ and the Court⁶ have both ruled against this interpretation.

16 19. The City has appealed⁷ both decisions; both appeals are pending.

17 20. The City has been engaged in seemingly endless litigation⁸ in its multiple
18 attempts at closing or severely curtailing operations at the Airport.

19 21. Nevertheless, the City remains obligated to operate the Airport, as an
20 airport, without unfair discrimination.

21 ⁴ 2014 Order to Dismiss, *supra*.

22 ⁵ See, e.g., the December 4, 2015 Director's Determination issued by the FAA in *National Business*
Aircraft Association et al v. City of Santa Monica, California, Dkt. No. 16-14-04 (the "2015 FAA
23 Director's Determination") (Exhibit E hereto)

24 ⁶ 2014 Order to Dismiss, *supra*.

25 ⁷ The 2015 FAA Director's Determination through the FAA's internal administrative appeals process;
26 the 2014 Order to Dismiss via appeal to the Ninth Circuit, Case No. 14-55583.

27 ⁸ See, e.g., *Santa Monica Airport Association v. Santa Monica*, 481 F. Supp. 927, 945 (C.D. Cal. 1979),
28 *affirmed* 659 F.2d 100 (9th Cir. 1981) (striking a City anti-Airport ordinance as unconstitutional); *United*
States of America v. City of Santa Monica, 330 Fed.Appx. 124 (9th Cir. 2009); *City of Santa Monica v.*
Federal Aviation Administration, 631 F.3d 550 (D.C. Cir. 2011) (an appeal from the final determination in
FAA Docket No. 16-02-08); and *Bombardier Aerospace Corporation and Dassault Falcon Jet Corporation v.*
City of Santa Monica, FAA Docket No. 16-03-11.

1 The City's Obligations are Mandated by Federal Statutes

2 22. The City owns the Airport subject to the 1948 Instrument, which, pursuant
3 to the Surplus Property Act, requires that "the land, buildings, structures, improvements
4 and equipment in which this instrument transfers any interest shall be used for public
5 airport purposes for the use and benefit of the public, on reasonable terms and without
6 unjust discrimination and without grant or exercise of any exclusive right for use of the
7 airport ... As used in this instrument, the term 'airport' shall be deemed to include at
8 least all such land, buildings, structures, improvements and equipment." (1948
9 Instrument, p. 4.)

10 23. The 1948 Instrument continues to bind the City to these obligations.⁹

11 24. The City is also the sponsor of Federal grants; the development of the
12 Airport has been financed, in part, with funds provided to the City as the Airport sponsor
13 under the Airport Improvement Program ("AIP"), authorized by the Airport and Airway
14 Improvement Act of 1982, as amended, 49 USC §47101, *et seq.* As a result, the City is
15 obligated to comply with the FAA sponsor assurances and related Federal law, 49 USC §
16 47107 (the "Grant Assurances," a true and correct copy of which are attached hereto as
17 **Exhibit B** and incorporated herein by reference). "[T]he City of Santa Monica is
18 obligated under the grant assurances until August 27, 2023."¹⁰

19 25. These grant assurances "are not contractual terms open to negotiation, but
20 vital legal requirements imposed by statute."¹¹ Included among these Grant Assurances
21 is Assurance 22, "Economic Nondiscrimination," which requires the City to "make the
22 airport available as an airport for public use on reasonable terms and without unjust
23 discrimination to all types, kinds and classes of aeronautical activities," including

24 ⁹ See, e.g., 2015 FAA Director's Determination, *supra*, at *5 (finding that a subsequent agreement
25 between the City and the FAA "did not address obligations after its expiration nor did it release the City
from its AIP Grant or Surplus Property Act obligations" found in the 1948 Instrument).

26 ¹⁰ 2015 FAA Director's Determination, *supra*, at *2.

27 ¹¹ *Id.*, at *12 (quoting *City and County of San Francisco v. FAA*, 942 F.2d 1391, 1395 (9th Cir. 1991): "The
28 conditions Congress imposed on the grant to local airport proprietors of money ... are designed in part
to insure ... access to airports on a reasonable and nondiscriminatory basis").

1 commercial aeronautical activities offering services to the public at the airport.

2 Assurance 22(a); 49 U.S.C. § 47107(a)(1).

3 The City's Council and Airport Commission

4 26. The City's municipal government takes "the 'Council-Manager' form of
5 government."¹²

6 27. The Santa Monica "City Council [consists] of seven members elected from
7 the City at large."¹³

8 28. The Santa Monica Municipal Code requires "an Airport Commission
9 consisting of five members, which shall be appointed by the City Council."¹⁴

10 29. During a March 2015 Santa Monica City Council meeting¹⁵, the Airport
11 Commission recommended the City extend no leases past July 1, 2015, and that it further
12 adopt a leasing policy that "eliminate[s] aviation and other incompatible uses" of the
13 Airport.

14 30. During that meeting, one Airport Commission member, Lael Rubin, against
15 that recommendation, stating: "I am a lawyer and I feel very strongly [that the City's
16 federal obligations require] not discriminating against tenants at the airport."

17 31. During that meeting, City Council Member Sue Himmelrich noted similar
18 concerns, stating: "I am very troubled by the fact - also as a lawyer - that I view the
19 different terms as appearing to be discriminatory, I'm still not satisfied that going for
20 three years with some tenants and month-to-month with other tenants doesn't look non-
21 discriminatory."

22 32. During that meeting, another City Council Member noted a proposed
23 disparity in lease terms could cause the City to "lose non-aviation tenants that we like
24 and want to keep."

25 ¹² Santa Monica Municipal Code, § 500

26 ¹³ *Id.*, § 600.

27 ¹⁴ *Id.*, § 1015.

28 ¹⁵ Video available at http://santamonica.granicus.com/MediaPlayer.php?view_id=2&clip_id=3470

1 33. During that same meeting, the City Attorney cautioned it “would probably
2 be adjudged discriminatory to state a policy of giving longer term leases to non-aviation
3 uses than to aviation uses.”

4 34. At the same meeting, Mayor McKeown stated: “I would not be willing to
5 give [the Typhoon restaurant] a lease that would then perhaps obligate us to give a
6 decade-long lease to some aviation use.”

7 35. Also during that meeting, David Goddard, then Chair of the Airport
8 Commission, noted, regarding the City flaunting its federal obligations: “There’s no
9 meaningful Part 16 penalty - they can withhold funds, which the city has already decided
10 not to take.” (One recent Part 16 complaint¹⁶ instead requests “the suspension of all
11 transportation grants (e.g., for mass transit) to the City, pursuant to 49 U. S.C. §
12 47111(e)” – Hernandez publicly mocked this demand that the City suffer meaningful
13 consequences for its hostility towards its federal obligations in the media, stating for the
14 record: “what chutzpah!”¹⁷)

15 36. At an October 27, 2015 City Council meeting¹⁸, Mayor McKeown
16 commented on the City’s attempts to get the FAA to rule on the then-pending Part 16
17 complaint regarding the expiration of the grant assurances, noting: “This is the sort of
18 thing that keeps us from doing what we want to do with [the Airport].”

19 37. At that same meeting, Cole alluded to the convoluted acts the City is taking
20 towards closing the Airport, summarizing “all of those things ... are moving parts. [The]
21 goal is to exercise our rights to local control.”

22 38. Later at that same meeting, City Council member Ted Winterer sought to
23 “give direction [to City staff] to explore just eliminating the flight schools outright.”
24

25 ¹⁶ So known because such complaints are brought pursuant to 14 C.F.R. Part 16 (“Federally-Assisted
Airport Enforcement Proceedings”)

26 ¹⁷ Matthew Hall, *City spars with Santa Monica Airport advocates over leases*, Santa Monica Daily Press
27 (March 5, 2016), available at <http://smdp.com/city-spars-with-santa-monica-airport-advocates-over-leases/153962>

28 ¹⁸ Video available at http://santamonica.granicus.com/MediaPlayer.php?view_id=2&clip_id=3589

1 39. Upon information and belief, on March 15, 2016, Hernandez previewed¹⁹ an
2 Airport report regarding a proposed leasing policy for the Airport Commission,
3 describing the City's efforts "to phase out 'incompatible tenants.'"

4 40. Upon information and belief, Commissioner Lael R. Rubin ultimately voted
5 against the policy presented by Hernandez, saying the policy as written would open the
6 city to a new round of litigation because she felt it amounted to a stealth prohibition on
7 aviation tenants.²⁰

8 41. The media has noted: "Leases at the airport have been controversial. Last
9 year, council provided some 3-year leases to non-aviation tenants, but declined to provide
10 long-term leases to aviation businesses."²¹

11 42. The City Council has declined to enter into leases with any aviation user of
12 the Airport, despite multiple decisions confirming its obligation to operate the Airport in
13 a non-discriminatory fashion remain in effect pursuant to the 1948 Instrument, and under
14 the Grant Assurances through 2023.

15 Current Non-Compliance With Its Federal Obligations — Leases

16 43. The FAA has, through Part 16 proceedings, determined that an "extended
17 period of time and delays in negotiating a lease ... was unjustly discriminatory"²², and
18 has cautioned "that the continued practice of using [a] closure petition as a means to
19 dissuade, intimidate or otherwise turn away potential tenants could potentially be a
20 violation of Assurance 24."²³ (Here, there is no closure petition, merely the City's
21 distaste for the continued operation of the Airport.)
22

23 ¹⁹ Matthew Hall, *Airport lease policy advances without commission approval*, Santa Monica Daily Press
24 (March 17, 2016) available at <http://smdp.com/airport-lease-policy-advances-without-commission-approval/154185>

25 ²⁰ *Id.*

26 ²¹ *Id.*

27 ²² *United States Construction Corporation v. City of Pompano Beach, Florida*, FAA Docket No. 16-00-14
(Director's Determination), at 18 n. 63 (August 16, 2001)

28 ²³ *Jim De Vries, et al. v. City of St. Clair, Missouri*, FAA Docket No. 16-12-07 (Director's
Determination), at 39 (May 20, 2014).

1 44. The FAA has never considered month-to-month tenancies to be fair and
2 reasonable (nor would any business, aviation-related or otherwise). In fact, the opposite
3 is true; the FAA has deemed short-term leases reasonable only in *very specific*
4 circumstances²⁴, none of which are applicable or analogous to the situation at the Airport
5 today.

6 45. The FAA has addressed a scenario²⁵ somewhat like the City’s current
7 relationship with the Airport (though one where a formal petition to close the airport had
8 actually been filed; the City has taken no such steps in this case, and in fact studiously
9 avoids doing so, likely because the federal government could and – given the critical
10 importance of the Airport, likely would – reclaim title pursuant to 49 U.S.C. § 47152(8)
11 (“[w]hen a term under this section is not satisfied, any part of the interest in the property
12 reverts to the Government, at the option of the Government”)):

13 [T]he Director is concerned that the Respondent appears to have used its
14 active petition to close the airport as part of its justification to postpone
15 hangar negotiations. As previously discussed, an airport sponsor’s federal
16 obligations are not altered or suspended based on its intent and desire to
17 close the airport. The Director notes that the Respondent’s continued
18 practice of waiting until November to begin lease negotiations for the
19 following year – particularly if rate increases are involved – could create a
20 situation in the future in which it may fail to make a good-faith effort to
21 reach an agreement. While at no time were the Complainants denied access
22 to their leased hangars, the Director cautions the Respondent that the
23 continued practice of using the City’s airport closure petition as a means to
24 dissuade, intimidate, or otherwise turn away potential tenants could

22 ²⁴ See, e.g., *McDonough Properties, L.L.C., et al., v. City of Wetumpka, Alabama* (FAA Docket No. 16
23 1211, Final Agency Decision and Order, at 21 (January 15, 2015) (one-year lease term found to be
24 appropriate due to proposed reconstruction or relocation of the airport, subject to FAA approval, and a
25 10-year lease was ultimately offered after the sponsor’s plans were abandoned); *Santa Monica Airport
26 Association v. City of Santa Monica*, FAA Docket No. 169921, Final Decision and Order, at 23
27 (February 4, 2003) (City justified in denying long-term leases to south-side tenants while granting
28 long-term leases for north-side FBOs due to terms of the 1984 Agreement and its approval of plans to
eliminate most aeronautical uses on the south side); *United States Construction Corporation v. City of
Pompano Beach, Florida*, FAA Docket No. 160014, Final Agency Decision, at 22 (July 10, 2002) (ten-
year lease with a ten-year renewal option was not inherently improper, but sponsor’s additional
requirement of a two-year cancellation clause rendered it unreasonable).

²⁵ *Jim De Vries, supra*, 26-27, 36 (May 20, 2014).

1 potentially be a violation of Grant Assurance 22, Economic
2 Nondiscrimination, or Grant Assurance 24, Fee and Rental Structure, in the
3 future.... Sponsors have the obligation to negotiate in such a way that does
4 not deter potential tenants from doing business with the airport. Because the
5 Respondent had requested permission from the FAA to close the St. Clair
6 airport it appears that it believed it could begin to close out services to its
7 aeronautical users. This is not the case.

8 46. Until June 30, 2015, Justice was a long-term lessee, its most recent lease
9 having commenced August 1, 2008.

10 47. The leases for all "aviation businesses"²⁶ all terminated on June 30, 2015,
11 due to the City's mistaken belief – invalidated by this Court and the FAA²⁷ – that it could
12 cease operating the Airport on July 1, 2015.

13 48. In spite of the fact the City has had a United States District Court find the
14 terms of the 1948 Instrument remain in effect, and the FAA has determined that the
15 City's federal grant assurance obligations continue until 2023, the City has refused the
16 repeated requests of Justice – and all aviation tenants – to negotiate, offer, or execute any
17 new leases.

18 49. On information and belief, the City has offered and/or entered into multi-
19 year leases²⁸ with non-aviation tenants.

20 50. The City's refusal to grant leases to aviation tenants at all is clearly not
21 compliant with its federal obligations, and offering leases to non-aviation users while
22 maintaining aviation users on a month-to-month status is clearly impermissibly
23 discriminatory.

24 Current Non-Compliance With Federal and State Requirements — Landing Fees

25 51. The City has imposed landing fees on aircraft operating at the Airport,
26 applicable to both transient aircraft and, more recently, aircraft based at the Airport.

27 ²⁶ Using the City Council's terminology; i.e., businesses generally directly responsible for flight
28 operations occurring at the Airport; under the 1948 Instrument and the Grant Assurances, these would
properly be known as "aeronautical" tenants.

²⁷ See ¶¶ 22-24, notes 9-10, *supra*

²⁸ See ¶¶ 74-75, *infra*

1 52. The City failed to follow the procedures required by either state law or its
2 own city charter when it adopted the ordinances establishing landing fees, which
3 precludes their adoption. That issue is currently the subject of a pending class action
4 state court lawsuit, *Justice v. City*, BC603327²⁹.

5 53. Even if the landing fees are found to have met the legal criteria for adoption,
6 they are nonetheless substantially higher than the fair and reasonable amounts permitted
7 under the applicable federal requirements³⁰.

8 54. Further, charging landing fees for aircraft that are already paying rental fees
9 (e.g., for tie-downs or hangars) at the Airport constitutes the sort of double-charging the
10 FAA has cautioned against³¹.

11 55. Joe Justice challenged these landing fees in an October 2015 letter to the
12 City³².

13 56. The City's violations of these federal obligations has been raised in great
14 detail in the February 5, 2016 Part 16 Complaint³³ in which Justice Aviation is named as a
15 complainant.

16 57. The non-payment of these landing fees represent the only *rationale* (which,
17 even if true, falls short of providing cause) the City has proffered for its pursuit of the
18 Unlawful Detainer Action against Justice. These fees formed the basis for the City's
19 three day notice to pay (served contemporaneously with its 30-day notice to vacate).

20 58. The multiple state and federal actions currently pending are each likely to
21 invalidate these landing fees.

22
23 _____
²⁹ ¶ 84, *infra*.

24 ³⁰ Grant Assurances 24 and 25; 49 U.S.C. §§ 47107, 47133; the FAA's "Rates and Charges Policy" (78
25 Fed. Reg. 55330 (September 10, 2013)); FAA Order 5190.6B.
26 Order 5190.6B

27 ³¹ See generally *R/T-182, LLC v. Portage County Regional Airport Authority*, FAA Docket No. 16-05-14;
28 *Wadsworth Airport Association, Inc. v. City of Wadsworth*, FAA Docket No. 16-06-14.

³² ¶ 82, *infra*.

³³ ¶ 83, *infra*.

1 The City's Campaign Against Aviation Users of the Airport

2 59. On information and belief, in August 2015, City Manager Cole asked the
3 City Council "for the capacity to take (the airport) on full time"³⁴, creating a new
4 position.

5 60. On information and belief, in or about November 2015, the City hired
6 Hernandez as a "senior advisor for airport affairs"³⁵, in that newly created position, to
7 coordinate efforts to close the airport:

8 Cole announced Hernandez's appointment at last week's City Council
9 meeting, saying the long-time government administrator will make a
10 "significant" contribution in helping the Council achieve its "top strategic"
goal of gaining local control over the century-old airfield.³⁶

11 61. On information and belief, in or about February 2016, Hernandez
12 approached Charles Thomson, founder of the Santa Monica Flyers flight school at the
13 Airport, and, in front of at least one witness, introduced himself with the proclamation:
14 "I'm here to shut you down," or words substantially to that effect.

15 62. On information and belief, the City has conspired with resident activists on
16 a strategy to improperly 'choke' and ultimately close the Airport. On information and
17 belief, these activists include former Chair of the City's Airport Commission David
18 Goddard ("Goddard"), Jonathan Stein ("Stein"), and David Klass ("Klass"), among
19 others.

20 63. On information and belief, Goddard was and is a subject of a formal ethics
21 complaint lodged with the California Fair Political Practices Commission, stemming
22 from his participation on the City's Airport Commission.

23
24
25 ³⁴ Hector Gonzalez, *City Hires Santa Monica Airport Point Person*, Santa Monica Lookout (November 30,
26 2015), available at http://www.surfsantamonica.com/ssm_site/the_lookout/news/News-2015/Nov-2015/11_30_2015_City_Hires_Santa_Monica_Airport_Point_Person.htm

27 ³⁵ February 22, 2016 Deposition of the City's Manager, Rick Cole (rough cut) (the "Cole Deposition")

28 ³⁶ Gonzalez, *supra*.

1 64. Stein identifies himself as “Treasurer of Sunset Park Anti-Airport” Inc., a
2 group which states³⁷, regarding the Airport: “We advocate ... termination of aviation
3 leases, and severe reduction in flight operations.”

4 65. During the March 25, 2015 City Council meeting, Stein called upon the City
5 to “force down flight operations beginning immediately” and, echoing Airport
6 Commission Chair Goddard’s language, noted: “The only penalty [for the City’s non-
7 compliance with its federal obligations] is to cut off new funding for airport
8 improvements.”

9 66. Through Freedom of Information Act requests, electronic correspondence
10 between Goddard, Stein, and the City (including Cole and Hernandez) has been
11 obtained; one particularly illuminating email exchange (a true and correct copy of which
12 is attached hereto as **Exhibit C** and incorporated herein by reference) lays out a strategy,
13 excerpted in relevant part here:

14 On Dec 1, 2015, at 7:37 AM, Jonathan Stein <jstein@jsteinlaw.com> wrote:

15 Rick,

16 A summary of some of the well-discussed points last night. See you at 1030 am at BH’s
17 office at the Airport.

18 **Gunnell Forbearance Agreement has (i) released City from all Claims; and (ii)**
19 **contains Gunnell’s explicit agreement to vacate premises at end of Forbearance**
20 **Period.** On Feb 29, Gunnell leaves and has no cause of action against the City. It is
21 estopped from claiming any right established by the Part 16 proceeding (see below).

22 ...
23
24
25
26

27 _____
28 ³⁷ <http://www.spaareidents.org>

1 **The goal should be the military doctrine, "If you have 5 enemies shooting at you,**
2 **just kill the one you can. Then you have 4 enemies shooting at you."** If you simply
3 get rid of flight operators, total daily flight operations drop, and that is what residents
4 want. The "Big Three" are Atlantic, Gunnell and its subtenants, and Krueger. Just get
5 whoever you can "kill", at any time you can.

6 ...

7 **Leave the runway alone. Do not touch it, it is sacrosanct.** Then, when all FBOs are
8 gone, "spin like a magnet" and attack the runway. Use "David Goddard arguments"
9 and establish "ripeness" through "Stein mechanics".

10 **Justice Aviation ejection for financial violations would be best.** Compromise to move
11 them to "Gunnell Forbearance Agreement template" is second best. It forces them out
12 of the Part 16 litigation immediately. Why not settlement their debt to City in return
13 for leaving in 30 days??

14 67. Upon information and belief, this plan is clearly being implemented.

15 68. Gunnell left the Airport on February 29, 2016.

16 69. On February 11, the City filed the Unlawful Detainer Action against Justice
17 with the only rationale offered being, essentially, the "financial violations" Stein
18 referenced in his email to City Manager Cole – even though Cole concedes³⁸ **no monies**
19 **were due** at the time the City filed the Unlawful Detainer Action!

20 70. Cole confirmed in his Deposition that he "exercise[d] final authority in
21 making the determination to terminate Justice Aviation's tenancy at Santa Monica
22 Airport."

23 71. Cole has, as stated in his Deposition, "discussed with Hernandez the
24 eviction of flight schools from Santa Monica Airport," and specifically discussed "the
25 termination of Justice Aviation's tenancy" with Hernandez on multiple occasions.
26

27 ³⁸ During his February 22, 2016 deposition in the Unlawful Detainer Action (the "Deposition"); *see*
28 ¶¶ 91 *infra*.

1 72. Cole admits in his Deposition that he has met, in person, with Stein,
2 Goddard, and others: "In the seven months I've been City Manager, I believe three
3 times."³⁹

4 73. Cole has kept Stein, Goddard, and others apprised of, *inter alia*, the lease
5 status of flight school operators at the Airport, as in the email attached hereto as **Exhibit**
6 **D** (which is hereby incorporated by reference).

7 74. Cole admitted in his Deposition that a non-aviation tenant at the Airport,
8 the restaurant Typhoon, has been offered a lease since July 1, 2015.

9 75. Upon information and belief, other non-aviation tenants at the Airport –
10 among them the Audi / VW Design Center California and law firm Milstein
11 Adelman, LLP – have been offered or granted leases since July 1, 2015.

12 76. Cole admitted in his Deposition that no aviation tenants have been offered
13 leases since July 1, 2015, nor does the City have any plans or proposals in effect to offer
14 aviation tenants leases.

15 Justice Activism

16 77. On multiple recent occasions, Joseph Justice and his eponymous Justice
17 Aviation have zealously advocated legal and political positions adverse to the City with
18 regards to Airport-related matters.

19 78. Joe Justice has several times been interviewed for newspaper articles
20 regarding the City and the Airport: Dan Weikel, *L.A. City Council seeks change in takeoff*
21 *routes at Santa Monica Airport*, L.A. Times (April 21, 2011)⁴⁰; Martha Groves, *Battle over*
22 *Santa Monica Airport's future revs up*, L.A. Times (November 26, 2011)⁴¹; and Dan
23 Weikel, *Judge tosses Santa Monica's airport lawsuit*, L.A. Times (February 14, 2014)⁴².

24
25
26 ³⁹ Cole Deposition, *supra*.

27 ⁴⁰ Available at <http://articles.latimes.com/2011/apr/21/local/la-me-airport-20110421>

28 ⁴¹ <http://articles.latimes.com/print/2011/nov/26/local/la-me-santa-monica-airport-20111126>

⁴² <http://articles.latimes.com/2014/feb/14/local/la-me-santa-monica-dismissal-20140215>

1 79. In or about July 2014, Justice Aviation was a named complainant in a formal
2 complaint brought before the FAA pursuant to 14 CFR Part 16 against the City of Santa
3 Monica (*National Business Aircraft Association, Krueger Aviation, Inc., Harrison Ford,*
4 *Justice Aviation, Kim Davidson Aviation, Inc., Aero Film, Youri Bujko, James Ross,*
5 *Paramount Citruss LLC and Aircraft Owners and Pilots Association v. City of Santa Monica,*
6 *California*, Docket No. 16-14-04). That complaint sought clarification regarding the
7 expiration of grant assurances, which was resolved in favor of the complainants
8 (discussed *supra*); the City has appealed, and that appeal is pending. A true and correct
9 copy of the Director's Determination issued December 4, 2015 in that action is attached
10 hereto as **Exhibit E** and incorporated herein by reference.

11 80. In the fall of 2014, Justice Aviation hosted a community rally⁴³ at its hangar
12 at the Airport, where efforts to oppose the City's impermissible plan to close the Airport
13 (including, e.g., then ballot initiative Proposition D) were discussed.

14 81. At a contentious March 24, 2015 City Council meeting, Joe Justice
15 challenged the legality of the City refusing to grant aviation tenants leases, leaving those
16 tenants in the unsustainable situation of "month-to-month" tenancy.

17 82. In October 2015, Joe Justice wrote the City a letter challenging the legality
18 of the City's landing fees.

19 83. On December 2, 2015, attorney Richard Simon wrote the City, advising
20 them of a new imminent Part 16 complaint, identifying Justice Aviation as one of several
21 complainants. That Part 16 complaint was sent to the FAA on February 5, 2016 (*Mark*
22 *Smith, Kim Davidson Aviation, Inc., Bill's Air Center, Inc., Justice Aviation, Inc., National*
23 *Business Aviation Association, Inc., and Aircraft Owners and Pilots Association, Inc. v. City of*
24 *Santa Monica, California*), FAA Docket No. 16-16-02 ("*Smith v. City*"). The *Smith v.*
25 *City* Part 16 complaint raises (*inter alia*) the illegality of the City's landing fees, as well as

26
27 ⁴³ Elizabeth A Tennyson, *Santa Monica advocates rally support for ballot initiative*, AOPA (August 26,
28 2014) available at <http://www.aopa.org/News-and-Video/All-News/2014/August/26/SMO-advocates-rally-support-for-ballot-initiative>

1 the City's refusal to provide aviation tenants with leases. A true and correct copy of the
2 complaint in this action is attached hereto as **Exhibit F** and incorporated herein by
3 reference.

4 84. Justice Aviation is the lead plaintiff in *Justice Aviation Inc. et al v. The City of*
5 *Santa Monica et al*, a class action challenging Airport landing fees filed in the Los Angeles
6 County Superior Court (Case No. BC603327) ("*Justice v. City*, BC603327"); that case
7 was filed December 7, 2015 and is being actively litigated.

8 85. On January 6, 2016, the City served Justice Aviation with a 3-day notice to
9 pay landing fees (the validity and legality of which continue to be disputed: *Smith v. City*,
10 *supra*; *Justice v. City*, BC603327, *supra*), and a 30-day notice to vacate.

11 86. On January 8, Justice paid the outstanding landing fees and January's rent
12 for its premises.

13 87. On February 1, 2016, the City refused Justice's rent payment for the month
14 of February.

15 88. On February 11, 2016, the City filed the Unlawful Detainer Action against
16 Justice.

17 89. Subsequent to the City's filing of the Unlawful Detainer Action, Justice and
18 the City entered into an agreement whereby Justice would continue to pay rent on the
19 condition that the payments not be used as a bar or affirmative defense to that action.

20 90. Justice is current on its rent and landing fee payments.

21 91. During his Deposition, City Manager Cole conceded that, at the time the
22 Unlawful Detainer Action was filed, there were no payments that were due to the City
23 from Justice that have not been paid, and indeed, that Justice had not been late on rent
24 payments since before he was Manager.

25 92. City Manager Cole, during his Deposition, refused to state a cause for
26 Justice's eviction.

27 93. Courts have long observed that "[t]he unlawful detainer statutes were . . .
28 enacted to provide an adequate, expeditious and summary procedure for regaining

1 possession of real property,”⁴⁴ precluding many meritorious assertions of right that
2 could require a complex and protracted inquiry to fairly determine – as in this case.

3 94. Trial in the Unlawful Detainer Action was originally set for March 4, 2016;
4 following an *ex parte* application based, in part, on the City’s refusal to answer questions
5 during the Cole Deposition, trial for the Unlawful Detainer Action is currently set for
6 April 4, 2016.

7 95. If the City had renewed its lease with Justice – who it has leased to for more
8 than two decades – there could be no notice to vacate, unlawful detainer action, or
9 potential eviction.

10 96. Instead, the City wrongly and impermissibly discriminates against aviation
11 businesses in general, and against Justice in particular, in refusing to renew, extend, or
12 negotiate any aviation business’ lease, and is actively trying to evict Justice.

13 97. The City has also stated its hostility towards the other flight schools and
14 aviation users at the Airport (including Santa Monica Flyers, American Flyers, Proteus
15 Air Services, Skyward Aviation, Atlantic Aviation, Angel Flight West⁴⁵, and others), but
16 so far has targeted only Justice.

17 Justice’s New Part 16 Complaint

18 98. On March 15, 2016, Justice Aviation filed a new complaint against the City,
19 Justice Aviation, Inc. v. City of Santa Monica, pursuant to 14 C.F.R. § 16.23 (the “March
20 2016 Complaint”). A true and correct copy of that complaint is attached hereto as
21 **Exhibit G** and incorporated herein by reference.

22 99. The March 2016 Complaint alleges the City’s violations of its federal
23 obligations under Grant Assurances 22 and 23, and the 1948 Instrument.

24
25 ⁴⁴ *Schulman v. Vera*, 108 Cal. App. 3d 552 (1980) (quoting *Childs v. Eltinge*, 29 Cal.App.3d 843, 853
26 (1973) and collecting cases)

27 ⁴⁵ A nonprofit, volunteer-driven organization that arranges free, non-emergency air travel for children
28 and adults with serious medical conditions and other compelling needs, enabling them to receive vital
treatment that might otherwise be inaccessible because of financial, medical, or geographic limitations.

1 Justice's Damages

2 100. Justice Aviation maintains independent contractor relationships with
3 multiple certificated flight instructors ("CFIs").

4 101. As a result of the Unlawful Detainer, Justice Aviation has already lost two of
5 its highest performing CFIs, on or about February 19th and 26th.

6 102. The two instructors had each been with Justice for at least a year.

7 103. Upon information and belief, each CFI terminated their relationships with
8 Justice due to the City's actions, set forth herein, that caused each the actual fear that
9 Justice's existence - and therefore their instructor positions with the company - would
10 be eliminated immediately and with little or no notice.

11 104. The two CFIs together were responsible for approximately \$175,000 in
12 annual revenue for Justice, and, due to a "CFI shortage" in the industry, will be hard if
13 not impossible to replace.

14 105. The departure of those instructors has left Justice with no flight instructors
15 able to provide instruction for new students seeking an instrument rating (a certificated
16 flight instructor - instrument, or "CFII"), a critical gap in the services Justice can
17 provide; on information and belief, after earning a private pilot license, training for an
18 instrument rating is the next step for almost every student who continues beyond that
19 certificate.

20 106. Upon information and belief, Justice has also lost students to, e.g., American
21 Flyers (another flight school located at the Airport), both due to the uncertainty of
22 Justice's future at the Airport, as well as an inability to schedule flight lessons with the
23 exodus of instructors Justice has experienced since the City began moving to evict the
24 business.

25 **FIRST CAUSE OF ACTION**

26 ***DECLARATORY RELIEF***

27 107. Justice Aviation repeats and realleges each and every allegation contained in
28 the above paragraphs 1 to 106, inclusive, and incorporates them herein by reference.

1 Action, and, due to the expedited and summary nature of those proceedings, Justice
2 needs prompt judicial action to protect its rights.

3 113. The City has steadfastly refused to respect the authority of the FAA and the
4 FAA's holdings on matters within its jurisdiction and has acted in direct disregard of its
5 Federal obligations as it relates to its action to evict Justice Aviation without cause, to
6 unreasonably and unlawfully interfere with the business of Justice Aviation, and to
7 intentionally cause harm to Justice. Although Justice continues to pursue administrative
8 remedies through Federally-Assisted Airport Enforcement Proceedings under 14 CFR
9 Part 16, an immediate preliminary injunction is necessary to protect Justice's federally
10 guaranteed rights.

11 114. Injunctive relief is also necessary to preserve the jurisdiction of the FAA
12 over the pending "part 16" enforcement proceedings (and ultimately that of the United
13 States Court of Appeals for the Ninth Circuit or the District of Columbia Circuit),
14 pursuant to 9 U.S.C. §§ 47151(b) and 47122.

15 115. Injunctive relief is further necessary to protect Justice from these
16 unconstitutional actions brought under color of law, and as such is authorized pursuant
17 to 42 U.S.C. § 1983.

18 116. The City's wrongful conduct, unless and until enjoined and restrained by
19 order of this court, will cause great and irreparable injury to plaintiff as no other airport
20 can absorb Justice's business; the owners of the aircraft that Justice leases back for its
21 flight training and rental operations will not consent to moving their planes to any other
22 airport; Justice's students have moved and will move to other flight schools at the
23 Airport; and Justice will be unable to keep or attract the flight instructors necessary to be
24 a viable flight school. Justice Aviation will simply not survive as a business, the most
25 extreme form of great and irreparable injury.

26 117. Justice has no plain, speedy, and adequate remedy in the ordinary course of
27 law for the injuries currently being suffered and imminent should the Unlawful Detainer
28

1 Action continue to eviction, as it will be impossible for Justice to determine the precise
2 amount of damage that it will suffer if the business is no longer viable.

3 **THIRD CAUSE OF ACTION**

4 ***VIOLATION OF 42 U.S.C. § 1983 — RETALIATION***

5 118. Justice Aviation repeats and realleges each and every allegation contained in
6 the above paragraphs 1 to 106, inclusive, and incorporates them herein by reference.

7 119. Justice Aviation has the right, under the First and Fourteenth Amendments
8 to the Constitution of the United States, to “petition the Government for a redress of
9 grievances.” This right extends to the “approach of citizens or groups of them to
10 administrative agencies ... and to courts.” *California Motor Transport Co. v. Trucking*
11 *Unlimited*, 404 U.S. 508, 510 (1972). Justice exercised this right when it petitioned the
12 FAA, an administrative agency, in its two Part 16 complaints, and when it became
13 plaintiff in the *Justice v. City*, BC603327 lawsuit.

14 120. Justice further has a right, under the First and Fourteenth Amendments to
15 the Constitution of the United States, to “the freedom of speech,” which it, by itself and
16 through its founder, Joe Justice, has exercised routinely, e.g., in interviews with the press
17 on Airport related matters.

18 121. The City, defendant Cole (the City’s Manager), and defendant Hernandez
19 (the City’s Senior Advisor to the City Manager on Airport Affairs) (together, the “City
20 Defendants”) are intentionally attempting to deprive Justice of its right of petition; if the
21 City Defendants succeed in removing Justice as a tenant of the Airport, Justice will no
22 longer have standing to pursue the Part 16 complaints before the FAA, or the *Justice v.*
23 *City*, BC603327 lawsuit – a fact known to the City Defendants, as pointed out in Stein’s
24 email: “It forces them out of the Part 16 litigation immediately.”

25 122. The City Defendants likewise intentionally acted by bringing the Unlawful
26 Detainer Action; Justice is informed and believes that one or all of the City Defendants
27 were motivated, at least in part, by Justice’s frequent exercise of its right to free speech.
28

1 131. The City has intentionally failed to meet its obligations under the 1948
2 Instrument and the Grant Assurances, by, *inter alia*, refusing to enter into a lease with
3 Justice.

4 132. The City Defendants further brought the Unlawful Detainer Action seeking
5 to discriminatorily evict Justice.

6 133. The City Defendants are additionally carrying out an intentional campaign
7 designed to deprive the flight schools operating at the Airport of their ability to train
8 students, operate aircraft, or even have premises on the airport.

9 134. The City desperately wants to induce breaches of the flight schools'
10 contracts and disrupt their relationships and thus their businesses – starting with the
11 impermissible attempt to, without cause, evict Justice Aviation.

12 135. The City intended to disrupt Justice's relationships with instructors and
13 their students, or at the very least knew that disruption of those relationships was certain
14 or substantially certain to occur.

15 136. Justice's contractual relationships with two of its CFIs were destroyed by
16 the City's actions, or at the very least made more expensive or difficult.

17 137. The damage resulting from the City's interference with Justice's
18 contractual relationships is subject to proof at trial but estimated to be no less than
19 \$175,000.

20 138. The aforementioned conduct was intended by the City to cause injury to
21 Justice, and/or was carried on with a willful and conscious disregard for Justice's rights,
22 and/or is despicable conduct that subjects Justice to a cruel and unjust hardship in
23 conscious disregard for its rights; Justice is therefore entitled to an award of exemplary or
24 punitive damages.

25 139. The City Defendants' actions were at least a substantial factor in causing
26 this harm, if not the sole reason the harm occurred.

1 **FIFTH CAUSE OF ACTION**

2 ***NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS***

3 140. Justice Aviation repeats and realleges each and every allegation contained in
4 the above paragraphs 1 to 106, and paragraphs 118 to 127, inclusive, and incorporates
5 them herein by reference.

6 141. Justice Aviation was in multiple economic relationships with third parties,
7 e.g., students and flight instructors, that probably would have resulted in a future
8 economic benefit to Justice, which has been operating as a flight school for more than two
9 decades.

10 142. The City Defendants knew or should have known about these relationships,
11 as, e.g., the July 11, 2008 lease it entered into with Justice called for Justice to provide
12 flight and simulator training, aircraft rental and service, and other services, to the public.

13 143. The City Defendants knew or should have known that Justice's
14 relationships with students and instructors would be disrupted if the City failed to act
15 with reasonable care; indeed, by way of example, the City Council discussed, openly and
16 at length, the detrimental effect month-to-month tenancies would have on businesses at
17 the Airport, and must have known that improperly moving to evict would disrupt these
18 relationships even further.

19 144. The City Defendants failed to act with reasonable care, in that, despite
20 rulings adverse to its interpretation, the City (*inter alia*) refused and continues to refuse
21 to enter into new lease agreements with aviation businesses at the Airport, despite
22 continuing obligations to do so under the 1948 Instrument and the Grant Assurances.

23 145. The City Defendants additionally engaged in wrongful conduct by, e.g.,
24 abdicating its obligations under the 1948 Instrument and the statutorily mandated Grant
25 Assurances, and by proceeding with a retaliatory eviction against Justice.

26 146. Justice's relationships with at least two top-performing CFIs were in fact
27 disrupted; both instructors left Justice almost immediately following the City's filing of
28 the Unlawful Detainer Action.

1 147. Justice has been damaged in an amount subject to proof at trial but
2 estimated to be no less than \$175,000.

3 148. Since at least December 4, 2015, the City Defendants have affirmatively
4 known that the City continues to be bound by the obligations it entered into via the 1948
5 Instrument and the Grant Assurances. Notwithstanding this knowledge, the City
6 subjected Justice to cruel and unjust hardship in conscious disregard of Justice's rights in
7 that it refused to extend Justice a lease and thus opened the door for the Unlawful
8 Detainer Action and Justice's potential eviction and the resulting destruction of Justice's
9 business. Justice is therefore entitled to an award of exemplary or punitive damages.

10 149. The City Defendants' wrongful conduct was at least a substantial factor in
11 causing this damage.

12 **SIXTH CAUSE OF ACTION**

13 *42 U.S. CODE § 1985(2) — CONSPIRACY*

14 150. Justice Aviation repeats and realleges each and every allegation contained in
15 the above paragraphs 1 to 106, and paragraphs 118 to 127, inclusive, and incorporates
16 them herein by reference.

17 151. The City Defendants conspired amongst themselves and with at least
18 Goddard, Stein, and Klass, for the purpose of impeding, hindering obstructing, or
19 defeating the due course of justice, intentionally acting to deny to Justice Aviation the
20 equal protection of law.

21 152. The City Defendants conspired amongst themselves and with at least
22 Goddard, Stein, and Klass, for the purpose of impeding, hindering obstructing, or
23 defeating the due course of justice, intentionally acting to injure or destroy Justice
24 Aviation's established business as the result of the acts Justice has taken – including
25 being a complainant in two Part 16 complaints and the plaintiff in a state court class
26 action lawsuit – to enforce or attempt to enforce the rights of itself and other Airport
27 users, including the class of persons defined as “[a]ll owners and/ or operators of
28 aircraft at the Santa Monica Municipal Airport in the City of Santa Monica who have

1 paid landing fees and/or fuel flowage fees as set by the City,” to the equal protection of
2 law.

3 153. Justice has been damaged in an amount subject to proof at trial but
4 estimated to be no less than \$175,000.

5 154. The City Defendants’ wrongful conduct was at least a substantial factor in
6 causing this damage.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Justice prays judgment against defendants, and each of them, as follows:

9 1. For a declaratory judgment providing that Justice Aviation has a right to
10 lease facilities at the Airport, for aviation use, on reasonable terms and without unjust
11 discrimination;

12 2. For a temporary restraining order, a preliminary injunction, and a
13 permanent injunction, all enjoining defendants, and each of them, and their agents,
14 servants, employees, and successors in office, and all persons acting under, in concert
15 with, or for them, from taking any action that unreasonably affects Justice Aviation’s
16 right, title, or interest in the Premises;

17 3. For a temporary restraining order, a preliminary injunction, and a
18 permanent injunction, all enjoining the City Defendants, and each of them, and their
19 agents, servants, employees, and successors in office, and all persons acting under, in
20 concert with, or for them, from continuing to prosecute the Unlawful Detainer Action;

21 4. For a preliminary and permanent injunction, each enjoining the City
22 Defendants, and each of them, and their agents, servants, employees, and successors in
23 office, and all persons acting under, in concert with, or for them, from bringing any
24 future unlawful detainer action or other action against Justice Aviation in retaliation for
25 Justice’s exercise of its rights under the First and Fourteenth Amendments to the
26 Constitution of the United States of America;

27 5. For a temporary restraining order and a preliminary injunction staying
28 proceedings in the Los Angeles Superior Court Unlawful Detainer Action, as

1 affirmatively authorized pursuant to 28 U.S.C. § 2283, as such an order is expressly
2 authorized by an Act of Congress, necessary in aid of this Court's jurisdiction, and to
3 protect and effectuate the judgments of this Court;

4 6. For an order requiring defendants to show cause, if any they have, why they
5 should not be enjoined as set forth in this complaint, during the pendency of this action;

6 7. For damages in the sum of no less than \$175,000, plus damages in such
7 further sums as may be sustained and as are ascertained before final judgment in this
8 action;

9 8. For punitive or exemplary damages;

10 9. For costs of suit incurred in this action;

11 10. For an award of attorneys' fees pursuant to 42 U.S.C. § 1988(b); and

12 11. For such other and further relief as the court deems proper.

13
14 Respectfully submitted,

15 Date: March 24, 2016

By: /s/ R. Christopher Harshman

R. Christopher Harshman, Esq.

Attorney for Plaintiff Justice Aviation, Inc.

16
17
18
19 **DEMAND FOR JURY TRIAL**

20 Justice Aviation, Inc. hereby demands a jury trial on all issues to the extent permitted by
21 law.

22 Respectfully submitted,

23 Date: March 24, 2016

By: /s/ R. Christopher Harshman

R. Christopher Harshman, Esq.

Attorney for Plaintiff Justice Aviation, Inc.