

**SUMMONS**  
**(CITACION JUDICIAL)**  
**UNLAWFUL DETAINER—EVICTION**  
**(RETENCIÓN ILÍCITA DE UN INMUEBLE—DESALOJO)**

FOR COURT USE ONLY / COPIA PARA USO DE LOS JUECES  
Superior Court of California  
County of Los Angeles  
FEB 11 2016  
Sherri R. Carter, Executive Officer/Clerk  
By: N. Valles, Deputy  
N. Valles

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**  
Justice Aviation, Inc.

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
City of Santa Monica

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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](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 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:  
(El nombre y dirección de la corte es):  
Los Angeles Superior Court  
West Judicial District - Santa Monica  
1725 Main Street  
Santa Monica, CA 90401

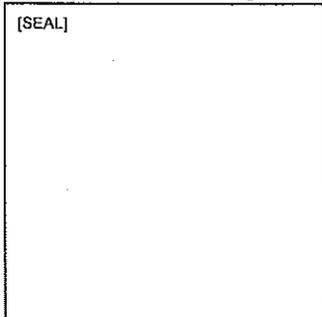
CASE NUMBER:  
(Número del caso):  
**16R00754**

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):  
Marsha Jones Moutrie, City Attorney T: (310) 458-8336  
Ivan O. Campbell, Deputy City Attorney F: (310) 395-6727  
1685 Main Street, Room 310  
Santa Monica, CA 90401

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400–6415)  did not  did 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: FEB 11 2016 Clerk, by Sherri R. Carter, Clerk Deputy (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)).



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):  
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): City of Santa Monica  DEFENDANT (Name): Justice Aviation, Inc.	CASE NUMBER:
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6. c.  The defendants not named in item 6a are
- (1)  subtenants.
  - (2)  assignees.
  - (3)  other (specify): Unknown occupants
- d.  The agreement was later changed as follows (specify): The lease agreement expired by its own terms on June 30, 2015, after which Defendant's tenancy became month to month by operation of law.
- 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.  a. Defendant (name each): Justice Aviation, Inc.

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 perform covenants or quit
- (5)  3-day notice to quit
- (6)  Other (specify):

- b. (1) On (date): February 5, 2016 the period stated in the notice expired at the end of the day.  
 (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d.  The notice included an election of forfeiture.
- e.  A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f.  One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)

8. a.  The notice in item 7a was served on the defendant named in item 7a 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 posting a copy on the premises on (date): 1/6/16  AND giving a copy to a person found  
 residing at the premises AND mailing a copy to defendant at the premises on  
 (date):  
 (a)  because defendant's residence and usual place of business cannot be ascertained OR  
 (b)  because no person of suitable age or discretion can be found there.
- (4)  (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): January 6, 2016.
- (5)  (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written  
 commercial lease between the parties.

- b.  (Name):  
 was served on behalf of all defendants who signed a joint written rental agreement.
- c.  Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.
- d.  Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name): City of Santa Monica	CASE NUMBER:
DEFENDANT (Name): Justice Aviation, Inc.	

- 9.  Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
- 10.  At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$
- 11.  The fair rental value of the premises is \$ 191.92 per day.
- 12.  Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
- 13.  A written agreement between the parties provides for attorney fees.
- 14.  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):

Plaintiff has met all applicable requirements of the ordinances.

- 15.  Other allegations are stated in Attachment 15.
- 16. Plaintiff accepts the jurisdictional limit, if any, of the court.
- 17. **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.
- f.  damages at the rate stated in item 11 from (date): February 6, 2016 for each day that defendants remain in possession through entry of judgment.
- g.  statutory damages up to \$600 for the conduct alleged in item 12.
- h.  other (specify):

18.  Number of pages attached (specify): 45

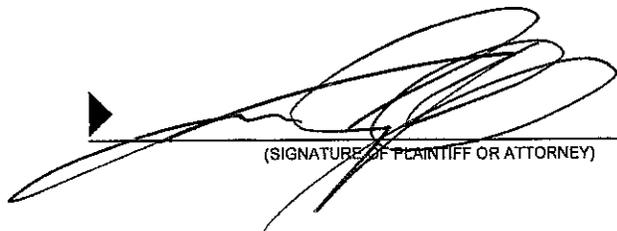
**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)**

19. (Complete in all cases.) An unlawful detainer assistant  did not  did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state):

- 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: February 10, 2016

Ivan O. Campbell, Deputy City Attorney  
(TYPE OR PRINT NAME)



(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:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(SIGNATURE OF PLAINTIFF)

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF Los Angeles

I have read the foregoing Complaint - Unlawful Detainer

and know its contents.

CHECK APPLICABLE PARAGRAPHS

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

I am an Officer a partner an employee of the City of Santa Monica.

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

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

Executed on February 10, 2016, at Santa Monica, California.

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

Martin Pastucha, Airport Director

Type or Print Name

Handwritten signature

Signature

PROOF OF SERVICE

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

STATE OF CALIFORNIA, COUNTY OF

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

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

On, I served the foregoing document described as

on in this action

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

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

BY MAIL

I deposited such envelope in the mail at, California.

The envelope was mailed with postage thereon fully prepaid.

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

Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on, at, California.

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

Executed on, at, California.

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

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

Type or Print Name

Signature

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

(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Legal Solutions & Plus

Rev. 7/99

**ATTACHMENT 15**

1  
2           15.1. Plaintiff City of Santa Monica (the "City") is the legal owner, operator, and  
3 lessor of real property commonly known and referred to as the Santa Monica Municipal  
4 Airport ("the Airport"), which is principally located in the City of Santa Monica, County of  
5 Los Angeles, California. Plaintiff City is also the legal owner and lessor of the premises that  
6 is the subject of this action and which is located at the Airport at 3011 Airport Avenue, Santa  
7 Monica, California, 90405 ("Premises").

8           15.2. Defendant Justice Aviation, Inc. is currently in possession of, and occupies, the  
9 Premises that is the subject of this action.

10           15.3. On or about July 11, 2008, Defendant executed a written agreement to rent the  
11 Premises (the "Lease Agreement") for a fixed term, commencing on August 1, 2008 and  
12 terminating on June 30, 2015, at a rental rate of \$5,757.72 per month, due on the first day of  
13 each month. A copy of the Lease Agreement is attached hereto as Exhibit 1 and  
14 incorporated herein by reference.

15           15.4. The Lease Agreement at Section 2.3, page 2, provides that its term expired and  
16 terminated on June 30, 2015. Defendant Justice Aviation entered into possession of the  
17 Premises under the terms and conditions of the Lease Agreement. After the expiration of the  
18 Lease Agreement, Defendant remained in possession of the Premises on a month-to-month  
19 basis by operation of law and continues to occupy the Premises on a month-to-month basis.  
20 After the expiration of the Lease Agreement, Plaintiff has not entered into any new  
21 agreement with Defendant, neither express nor implied, for Defendant's continued  
22 occupancy of the Premises.

23           15.5. The City has performed all covenants and conditions required of it under the  
24 Lease Agreement with Defendant.

25           15.6. On January 6, 2016, Plaintiff City caused to be served on Defendant a "30-Day  
26 Notice to Termination of Tenancy and 30-Day Notice to Vacate the Premises" under  
27 California Civil Code §1946. A copy of that notice is attached hereto as Exhibit 2 and is  
28 incorporated herein by this reference. A copy of the Proof of Service of Plaintiff's 30-Day

1 Notice on Defendant Justice Aviation is attached hereto as Exhibit 3 and is incorporated  
2 herein by this reference and reflects that Defendant was served by posting a copy of the  
3 Notice in a conspicuous place at the Premises on January 6, 2016 and mailing a copy by first  
4 class US mail to Defendant on that same day.

5 15.7. The thirty day period stated in the notice expired on February 5, 2016 and  
6 Defendant Justice Aviation, Inc. failed to vacate and return possession of the Premises to  
7 Plaintiff City. The City is entitled to immediate possession of the Premises.

8 15.8. Following the expiration of the thirty day notice period on February 5, 2016,  
9 Plaintiff City has accepted no payments for rent or otherwise from Defendant. Plaintiff has  
10 not waived its notice to Defendant and has not accepted rent from Defendant for February,  
11 2016. Plaintiff will continue to not accept rent from Defendant for as long as Defendant  
12 continues to unlawfully detain the Premises.

13 15.9. Defendant continues in possession of the Premises without the City's  
14 permission or consent and contrary to the terms of the expired Lease Agreement. Plaintiff  
15 City is informed and believes and thereupon alleges that the reasonable rental value of the  
16 Premises is the sum of \$191.92 per day, and damages to City caused by Defendant's  
17 unlawful detention of the Premises have accrued at said rate since February 6, 2016, and will  
18 continue to accrue at said rate so long as Defendant remains in possession of the Premises.

19 15.10. Despite the expiration of the Lease Agreement, Defendant's obligations to  
20 Plaintiff under the Agreement survive. The Lease Agreement, at Section 21.7, page 32,  
21 provides that in the event that either party to the Agreement were compelled to commence  
22 and maintain litigation against the other party, the prevailing party is entitled to recover all  
23 costs and expenses, including reasonable attorneys' fees as determined by the court. Plaintiff  
24 City has been compelled to commence litigation for the recovery of the Premises due to  
25 Defendant's unlawful detention of the Premises.