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CONFIRMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUN 21 2012

John A. Clark, Executive Officer/Clerk

By Michael Lee, Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 LOS ANGELES COUNTY, WEST DISTRICT (SANTA MONICA)
12 [Limited Civil]

13 VILLAGE TRAILER PARK, INC. and
14 VILLAGE TRAILER PARK, LLC, a
15 General Partnership, doing business as
16 VILLAGE TRAILER PARK,

17 *Plaintiffs,*

18 vs.

19 BERHANE HABTE and DOES 1 to 10,
20 inclusive,

21 *Defendants.*

Case Number: 12U02139

**COMPLAINT FOR UNLAWFUL
DETAINER**

(Termination of mobilehome tenancy,
Civil Code §798.56)

Demand Under \$10,000

22 Plaintiffs aver:

23 1. Village Trailer Park, Inc. and Village Trailer Park, LLC, at all times relevant to this complaint,
24 are and were a general partnership doing business in the judicial district where this complaint is commenced
25 under the fictitious name of Village Trailer Park. The statements and notices required under Business and
26 Professions Code §17900, et seq. have been filed and published, respectively.

27 2. The true names of the DOE defendants 1 to 10 are unknown. They are therefore sued by such
28 fictitious names. When ascertained, their identities and capacities will be averred.

3. Each Defendant was the agent or employee of the remaining Defendants. Each acted in such

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1 capacity respecting the acts and omissions herein averred.

2 4. On or about February 14, 2006, the authorized tenants, Michael Carlson and Shanna Laumeister
3 ("Carlson and Laumeister"), executed a rental agreement for the premises commonly described as 2930
4 Colorado Avenue, Space A-21, Santa Monica, California 90404 (the "premises"), in this judicial district
5 pursuant and to the *Mobilehome Residency Law*. A true copy of the written rental agreement is attached and
6 incorporated by this reference as though fully set forth herein as Exhibit "1."

7 5. At some unknown time thereafter, Defendant Berhane Habte ("Habte") also took possession
8 of the premises together with Carlson and Laumeister. Subsequently, Carlson and Laumeister vacated the
9 premises, and maintained tenancy by continuing to pay the monthly rent and other charges of tenancy pursuant
10 to the terms of their rental agreement until Defendants' defaulted on April 1, 2012. Defendants' default
11 continues to date.

12 6. The rental agreement, as amended, provides that Carlson and Laumeister pay advance rent of
13 \$360.00 on the first of the month, and pay electricity, a tax surcharge, a rent control charge, and trash charges.

14 7. Carlson and Laumeister defaulted and owed for the time period below specified, the following
15 charges:

16 RENT

17 April 2012	<u>\$360.00</u>
---------------	-----------------

18 UTILITIES & OTHER CHARGES ("Other charges")

19 April 2012 Billing Month	
20 Electricity	\$ 35.49
21 Trash	\$ 26.70
22 TOTAL UTILITIES/OTHER CHARGES:	<u>\$ 62.19</u>
23 TOTAL RENT, UTILITIES & OTHER CHARGES:	<u>\$422.19</u>

24 8. § 1806(a) of the *Santa Monica Rent Control Charter Amendment* further authorizes termination
25 of tenancy under the following circumstances:

26 "(1) The tenant has failed to pay the rent to which the landlord is entitled under the rental
27 housing agreement and this Article."

28 9. In the event that the provisions of the *Santa Monica Rent Control Charter Amendment* conflict

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1 with the statutory scheme enacted by the California Legislature concerning the procedures for termination of
2 a mobilehome tenancy in the State of California, the provisions of the *Mobilehome Residency Law* control.

3 10. On or about April 7, 2012, after the fifth day following initial default, a written 3 day and 60
4 day notice describing the default, demanding that payment of the delinquent rental charges be remitted, or
5 possession of the premises be delivered, was served at the premises by posting a copy of the notice in a
6 conspicuous place and by mailing a copy of the notice to the premises by first class mail. A true copy of the
7 Combined 3 Day Notice to Pay Rent or Quit, 3 Day Notice to Perform Covenants or Quit, 60 Day Notice to
8 Terminate Possession is attached and incorporated by this reference as though fully set forth herein as Exhibit
9 "2." A true copy of the Proof of Service is attached and incorporated by this reference as though fully set
10 forth herein as Exhibit "3." Too, this notice proclaims Plaintiffs' intent to terminate tenancy if said notice
11 (Exhibit "2") was not timely cured and declares forfeiture of the rental agreement. The notice was not cured,
12 and Defendant Habte remains in possession.

13 11. Plaintiffs have complied with all procedures and requirements of the *Mobilehome Residency*
14 *Law* and the *Santa Monica Rent Control Charter Amendment* governing the termination of Defendant Habte's
15 tenancy.

16 12. Plaintiffs are entitled to possession of the premises because tenants Carlson and Laumeister
17 breached their rental agreement, failed to pay rents and other charges as required by their rental agreement,
18 failed to pay the rent and other charges per the notice incorporated as Exhibit "2", and Defendant Habte
19 remains in possession of the premises. This action accrued on June 12, 2012.

20 13. Daily damages of \$12.00 will accrue during unlawful detention, as will amounts for other
21 continuing charges averred in paragraph 5 above.

22 14. Default in lease payments for other charges consisting of "utility charges" and/or "reasonable
23 incidental service charges" constitutes a separate and independent ground for termination of a mobilehome
24 park tenancy under *Civil Code* §798.56(e)(1). Daily damages for utilities and other charges will accrue in an
25 amount not presently ascertained and in accordance with proof presented at trial.

26 15. Attorneys' fees for the prevailing party are permitted contractually and allowed statutorily per
27 (*Civil Code* §§798.85, 1717 and *Code of Civil Procedure* §§1032, 1033.5), and also authorized pursuant to
28 paragraph 25 of the rental agreement, and incurred in fact.

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WHEREFORE, Plaintiffs pray for judgment as follows:

1. Restitution of the premises;
2. Forfeiture of the rental agreement;
3. Rent and other charges averred in the amount of \$422.19;
4. Daily holdover damages in the amount of \$12.00 from and after May 1, 2012, until date of judgment;
5. Additional holdover damages for the reasonable use and consumption of utilities and other charges from and after the billing month of May 2012, until date of judgment;
6. Attorneys' fees and costs; and,
7. For such other relief as the Court may deem just and proper. Plaintiffs hereby waive and remit any amount or relief in excess of that available in a limited civil case.

Dated: June 19, 2012

DOWDALL LAW OFFICES, A.P.C.

By:


Robin G. Eifler
Attorneys for Plaintiffs

DOWDALL LAW OFFICES A.P.C.
ORANGE COUNTY REGISTERED 1400
TEL 714 532 2222 / FAX 714 532 2470

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3 VERIFICATION
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9 I am one of the attorneys for the Plaintiffs to this action. Plaintiffs are absent from the county of aforesaid
10 attorneys where such attorneys have their offices, and I make this verification for and on behalf of that party
11 for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing
12 document are true. I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.
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16 Executed this day June 19, 2012, at Orange, California.
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Robin G. Eifler

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EXHIBIT 1

STANDARD RENTAL AGREEMENT FOR A TERM OF LESS THAN TWELVE MONTHS



Western
Manufactured Housing Communities
Association

Village Trailer Park
2930 Colorado Avenue
Santa Monica, CA 90404

Date this Agreement Signed:

Michael Carlson

Date the Term of this Agreement Begins:

February 1, 2006

1. Homesite Address/Space No.: A-21

2. Resident(s) Michael Carlson
Shannah Laumeister

The persons who are listed above, referred to in the balance of this document as "Resident," agree to lease the homesite/space listed above in the above-referenced mobilehome park, referred to in the balance of this document as "Park," for the period and according to the term set forth in this Agreement.

3. Beginning Monthly Rent: \$ 311.00
4. Facilities to be Provided by Park for Residents During the Term of this Agreement, Unless Changed: Laundry Room, Rec. Hall, Library, Restrooms
5. Services to be Provided by Park for Residents During the Term of this Agreement, Unless Changed:

Service	Charge
Rent Control Charge	\$ 11.00
Tax Surcharge	\$ 2.14
	\$
	\$

Utilities	Included in Rent	Paid by Resident Directly To Utility Co.	Park Will Bill Resident Monthly	Unavailable
Natural Gas		X		
Electricity			X	
Water	X			
Cable TV				X
Trash			X	
Sewer	X			

6. Security Deposit: \$ 0 (Not to exceed an amount equal to two months rent)

7. TERM: The term of this Agreement shall be for a period of month-to-month, but shall be for a period of less than twelve months, and is to begin on the date set forth on Page One of this Agreement and continue until month-to-month. If Resident, without the Park's consent, remains in possession of the premises after expiration of the term of this Rental Agreement, or any extension thereto, and has not executed a new Rental Agreement with respect to the premises, said possession of the premises by the Resident shall be deemed a month-to-month tenancy on the same terms and conditions as contained herein, which may be terminated in accordance with the provisions of the Mobilehome Residency Law or any other applicable law.

8. RENT AND OTHER CHARGES: Resident shall pay rent in the amount of \$ 311.00 per month on the first day of each month, commencing at the start of the term of this Rental Agreement. In addition, Resident shall pay the utility and other charges billed by the Park to the Resident on the first day of each month following the receipt of the bill from the Park. Payment for either rent or other charges must be paid without deduction or offset whatsoever and shall be considered late following the fifth day of each month. Payment will be made at the Park office or at such other location as the Park may designate from time to time. Rent adjustments may be made upon proper notice in accordance with the provisions of the Mobilehome Residency Law.



STANDARD RENTAL AGREEMENT FOR A TERM OF LESS THAN TWELVE MONTHS

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9. **ADMINISTRATIVE CHARGE:** As additional rent, a charge may be assessed by the Park in the amount of \$ 25.00 whenever rent and other charges are paid more than five (5) days after they are due. This charge is to cover the added administrative costs associated with processing a late payment. The five-day period does not include the date the payment is due.
10. **CHECK RETURN CHARGE:** As additional rent, a check return charge may be assessed by the Park in the amount of \$ 25.00 whenever a check for rent or any other charges is returned unpaid from a bank or financial institution.
11. **SECURITY DEPOSIT:** On execution of this Agreement, but only upon initial occupancy, Resident shall deposit with the Park the total sum of the security deposit specified on Page One of this Agreement, as security for the performance by the Resident of the provisions of this Agreement. For new residents of the Park who begin tenancy on or after January 1, 1989, if the Resident has promptly paid to management within five (5) days of the date the amount is due all of the rent, utilities and reasonable service charges for any twelve (12) consecutive month period subsequent to the collection of the security deposit, or upon resale of the mobilehome, whichever occurs first, management shall refund to the Resident the amount of the security deposit, upon receipt of a written request from the Resident, within thirty (30) days following the end of the twelve (12) consecutive month period of the prompt payment or the date of the resale of the mobilehome.
- If the Resident is in default, the Park may, but is not obligated to, use the security deposit, or any portion of it, to cure the default or to compensate the Park for any damage sustained by the Park resulting from the Resident's default. If the Resident is not in default when the Resident terminates his/her tenancy in the Park, the Park shall return the security deposit to the Resident. The Park can maintain the security deposit separate and apart from the Park's general funds or can co-mingle the security deposit with the Park's general and other funds. The Park shall not be required to pay Resident interest on the security deposit. In the event of the termination of the Park's interest in this Agreement, the Park shall deliver the security deposit to the Park's successor in interest and such delivery shall constitute a discharge of the Park from any further liability hereunder. However, the successor in interest shall have the same obligations of the Park.
- As to any utility included in the rent, park reserves the right to separately charge for these as allowed by Civil Code Section 798.41.
12. **PARK RULES:** The Park Rules are a part of this Rental Agreement and are attached hereto and incorporated herein by reference as though fully set forth at this point. Resident agrees to comply with all Park Rules that now exist and such additional Rules as may be promulgated by the Park from time to time in accordance with the Mobilehome Residency Law or any other law now in effect or as amended.
13. **MOBILEHOME RESIDENCY LAW:** Resident hereby acknowledges receipt of the Mobilehome Residency Law, a part of the Civil Code of the State of California, a copy of which is attached hereto. Terms and provisions of the Mobilehome Residency Law are specifically made a part of this Rental Agreement, and are incorporated herein by reference as though fully set forth at this point.
14. **COMMON FACILITIES:** It is the responsibility of the Park to provide and maintain the physical improvements in the common facilities of the Park in good working order and condition. The common facilities of the Park are specified on Page One of this Agreement. With respect to a sudden or unforeseeable breakdown or deterioration of the physical improvements in the common facilities, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting the health or safety condition and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.
15. **SITE MAINTENANCE:** The Park may, but is not obligated to, charge a reasonable fee for services relating to the maintenance of the land and premises upon which the mobilehome is situated in the event Resident fails to maintain such land or premises in accordance with the Rules and Regulations of the Park after written notification to the Resident and the failure of the Resident to comply within fourteen (14) days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by the Park if the services are performed by the Park or its agent.
16. **TERMINATION OF RENTAL AGREEMENT BY PARK:** This Rental Agreement, at the option of the Park, may be declared forfeited and/or the tenancy may be terminated and/or Resident's right to possession terminated in accordance with the Mobilehome Residency Law and any other applicable law. Any such rights granted the Park due to any amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by the Park.
17. **TERMINATION OF RENTAL AGREEMENT BY RESIDENT:** Resident understands that this Rental Agreement will remain in effect and Resident will be liable to pay rent as set forth in this Agreement whether or not the Resident occupies the homesite/space or maintains a mobilehome at the homesite/space for the term of this Rental Agreement, unless the Resident terminates this agreement as required by law.



STANDARD RENTAL AGREEMENT FOR A TERM OF LESS THAN TWELVE MONTHS

Page 3

18. **REMOVAL ON SALE:** The Park may, at its option, in order to upgrade the quality of the Park, require the removal of the mobilehome from the Park upon its sale to a third party, in accordance with the provisions of the Mobilehome Residency Law and any other applicable law. Any rights granted the Park due to amendments, deletions, or modifications of the Mobilehome Residency Law and any other applicable law may be enforced by the Park.
19. **APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS:** Resident may sell his or her mobilehome at any time pursuant to the rights and obligations of Resident and Park under the Mobilehome Residency Law or any other applicable law. Resident must, however, immediately notify the Park in writing of Resident's intent to sell his or her mobilehome if the prospective purchaser intends for the mobilehome to remain in the Park. If the Park does not exercise its rights pursuant to the Mobilehome Residency Law to require the removal of the mobilehome from the Park, and in order for the prospective purchaser to reside in the Park, he and/or she must: (1) complete an application for tenancy; (2) be accepted by the Park; (3) execute a new Rental Agreement; and (4) execute and deliver to the Park a copy of the Park's then effective Rules and Regulations.
20. **RENTING OR SUBLETTING:** Other than as specifically authorized by California Civil Code Section 798.23.5, resident shall not sublease or otherwise rent all or any portion of Resident's mobilehome or the premises. Resident shall not assign or encumber his or her interest in this Rental Agreement or the premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of this paragraph. If Resident consists of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment within the meaning of this paragraph.
21. **USE PROHIBITED:** The mobilehome and premises shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon.
22. **IMPROVEMENTS:** All plants, shrubs, and trees planted on the premises as well as all structures, including fences permanently embedded in the ground, if allowed in the Park pursuant to the Rules and Regulations, blacktop or concrete or any structures permanently attached to the ground, shall become the property of the Park as soon as they are installed and may not be removed by the Resident without the prior written consent of the Park. Other than in cases of park's responsibility for certain hazardous trees and certain park installed driveways pursuant to Civil Code Section 798.37.5, resident shall maintain, repair, and, when necessary at Park's sole discretion, remove and/or replace all of the above at Resident's sole expense and responsibility and shall be completely responsible for each of them although they are the property of the Park, which may remove them at its option.
23. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either an address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
24. **WAIVER:** The waiver by the Park of, or the failure of the Park to take action in any respect because of any breach of a term, covenant or condition contained herein or the violation of a Park Rule or Regulation shall not be a waiver of that term or rule. The subsequent acceptance of rent or other charges by the Park shall not be a waiver of any preceding breach of this Rental Agreement by the Resident or any violation of Park Rules or failure of Resident to pay any particular rent, regardless of the Park's knowledge of the preceding breach or violation of Park Rules or Regulations or failure to pay rent.
25. **ATTORNEYS' FEES AND COSTS:** In any action arising out of Resident's tenancy, this Agreement, or the provisions of the Mobilehome Residency Law, the prevailing party shall be entitled to reasonable attorneys' fees and costs. A party shall be deemed a prevailing party if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.
26. **TIME OF THE ESSENCE:** Time is of the essence with this Agreement.
27. **INTERPRETATION:** Each provision of this Rental Agreement is separate, distinct, and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other provisions shall not be affected.
28. **INSPECTION OF THE PREMISES:** By signing this Rental Agreement, Resident acknowledges that Resident has carefully inspected the space to be rented and all the Park's facilities and has found them to be in every respect as represented by Park to the Resident, either orally or in writing, and to the extent that they are not exactly as represented, either orally or in writing, accepts them as they are.
29. **EFFECT OF THIS AGREEMENT:** Resident agrees that this Rental Agreement contains the entire Agreement between the parties regarding the rental of the homesite/space within the Park. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.



**STANDARD RENTAL AGREEMENT
FOR A TERM OF LESS THAN TWELVE MONTHS**

Page 4

- 30. **ALTERATION OF THIS AGREEMENT:** This Agreement may be altered only by written Agreement signed by both of the parties, by operation of law, or in any manner provided for by the Mobilehome Residency Law or other applicable law.
- 31. **ACKNOWLEDGMENT:** Resident acknowledges that he and/or she has received a copy of this Rental Agreement, together with a copy of the Park Rules and Regulations, and a copy of the Mobilehome Residency Law, and further, that he and/or she has read and understands each of these documents. Resident understands that by executing this Rental Agreement, he and/or she will be bound by the terms and conditions thereof.

Resident acknowledges that he and/or she has been offered a Rental Agreement for a period of twelve months and has declined to enter into such Agreement. Instead, Resident has elected to enter into an Agreement for a term of less than twelve months, as specified in this Agreement.

SIGNATURES: Michael Carlson 2-14-06
(Resident) Dated
[Signature] Feb. 14th '06
(Resident) Dated
Mal [Signature] 2-14-06
(Park Management) Dated

INFORMATION CONCERNING THE MOBILEHOME WHICH PRESENTLY OCCUPIES, OR WILL OCCUPY, THE HOMESITE/SPACE WHICH IS THE SUBJECT OF THIS RENTAL AGREEMENT IS AS FOLLOWS:

Make of Mobilehome: _____
Model of Mobilehome: _____
Year of Manufacture: _____ Vehicle ID #: _____
License or Decal #: _____ State of Registration: _____
Federal Label or Calif. Insignia #: _____
Legal Owner's Name: _____
Address: _____
Telephone #: _____
Registered Owner's Name: _____
Address: _____
Telephone #: _____
Junior Lienholder(s) Name and Address: _____



EXHIBIT 2

Village Trailer Park

COMBINED THREE (3) DAY NOTICE TO PAY RENT OR QUIT, THREE (3) DAY NOTICE TO PERSONAL COVENANTS OR QUIT, AND SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION WARNING: THIS NOTICE IS THE 3rd THREE DAY NOTICE FOR NON-PAYMENT OF RENT, UTILITY CHARGES, OR OTHER REASONABLE INCIDENTAL SERVICES THAT HAS BEEN SERVED UPON YOU IN THE LAST 12 MONTHS. PURSUANT TO CIVIL CODE SECTION 791.544(9)(J), IF YOU HAVE BEEN GIVEN A THREE-DAY NOTICE TO EITHER PAY RENT, UTILITY CHARGES, OR OTHER REASONABLE INCIDENTAL SERVICES OR TO VACATE YOUR TENANCY ON THREE OR MORE OCCASIONS WITHIN A 12-MONTH PERIOD, MANAGEMENT IS NOT REQUIRED TO GIVE YOU A FURTHER THREE-DAY PERIOD TO PAY RENT OR VACATE THE TENANCY BEFORE YOUR TENANCY CAN BE TERMINATED.

TO: Michael Carlsen and all Residents in possession of

LEGAL OWNER: [redacted] LEGAL OWNER: [redacted] 1989 Stobie, License #1AMM201, Vehicle ID #65710248272 NOTICE IS HEREBY GIVEN that, pursuant to the rental agreement by which you hold possession located at the address and space commonly known as Village Trailer Park, 2519 Colton Avenue, Santa Monica, CA 90404

There is now due unpaid rent for said premises in the total sum of \$ 160.00 at the rental rate of \$ 160.00 per month, being the minimum monthly rent due from the 1st day of April, 2012 to the 10th day of April, 2012.

NOTICE IS FURTHER GIVEN that said rental agreement requires performance on your part of the following covenants or agreements which you have failed to perform:

YOU HAVE FAILED TO PAY THE FOLLOWING UTILITY CHARGES:

Electricity for the period February 1, 2012 through March 1, 2012 AMOUNT \$ 11.49
Natural Gas for the period 20 through 20 2012 5
Water for the period 20 through 20 2012 5
Sewer for the period 20 through 20 2012 5

Taxes for the period April 1, 2012 through April 10, 2012 AMOUNT \$ 26.70
YOU HAVE FAILED TO PAY THE FOLLOWING OTHER CHARGES: FOR THE PERIOD AMOUNT

Table with 3 columns: Description of other charges, For the period, Amount. Rows A, B, C, D.

TOTAL AMOUNT OF RENT, UTILITIES AND OTHER CHARGES: \$ 422.12

The non-payment of the above rent is evidenced by the Park's books and records and is known to the Park Manager. WITHIN THREE (3) DAYS, after the service on you of this Notice, you and each of you are hereby required to pay the said rent for the premises herein above described, and to perform said covenants, or you are hereby required to deliver possession of said premises to the Park Manager, who is authorized to receive the same.

THIS NOTICE IS INTENDED AS A THREE (3) DAY NOTICE TO PAY RENT AND PERFORMANCE COVENANTS OR QUIT AS PROVIDED BY LAW. You are further notified that the undersigned desires to and does declare the forfeiture of your rental agreement under which you hold possession of the above described premises if said rent is not paid and said covenants are not performed within three days after service on you of this Notice.

Name: Village Trailer Park Telephone number, and address of the person to whom your payment must be made is as follows:
Address: 2219 Colton Avenue, Santa Monica, CA 90404 Telephone: 310-521-5319
Days: Monday through Friday Hours Available: 9:00 AM - 5:00 PM

Additionally, you are hereby notified that unless you pay within the three (3) day time period provided, all the sums specified above, then your tenancy is terminated effective the day of the service of this Notice upon you. No later than 60 days after service of this notice, you have the right to sell or remove the mobilehome from the premises, at your election, provided that the parties to any proposed sale are in compliance with California Civil Code, are in compliance with the community rules and regulations regarding the exterior maintenance of the dwelling and the homestead, and all obligations for payment of rent due arise and other charges of the park, are paid to the management upon sale of the dwelling. If the mobilehome is not sold within said 60 day period, you shall remove the mobilehome from the premises, quit the premises and deliver possession thereof to the Park Manager who is authorized to receive possession and legal proceedings for unlawful detainer will be instituted against you by the owner of the premises so declared and rental agreement forfeited, as of this date, to recover possession of said premises and to recover damages for your continued possession of said premises together with court costs and attorney fees.

Dated: 4/6/12 By: [Signature] Authorized Agent For Owner

EXHIBIT "3"

PROOF OF SERVICE

Resident(s): Michael Carlsson

Documents Served: Three & Stay - Day Notice

Space No.: A21

Six - Day Notice Only

Address: 2150 Colorado Avenue
Santa Monica CA 90404

Seven - Day Notice

(FILL IN APPLICABLE BLANKS)

On _____, I served the above referenced document(s) on _____, Resident, personally, pursuant to the requirements of the Code of Civil Procedure Section 1162

On _____, I served the above referenced document(s) on _____, by leaving a copy with some person of suitable age and discretion at the address set forth above, and sending a copy through the mail addressed to _____ at the place of residence.


On April 7th 2012, I served the above referenced document(s) on Michael Carlsson by affixing a copy in a conspicuous place on the property, and also sending a copy through the mail addressed to Michael Carlsson at the place where the property is located.

For all notices terminating tenancy:

IN ADDITION to service upon the Resident(s) as set forth above, a copy of the notice(s) were sent to the following legal owner, each junior lieneholder, and the registered owner, if other than the borrower, as set forth on the registration card specified in Section 18091.5 of the Health and Safety Code, by United States mail on _____ thus complying with the requirements of Section 798.55 (b) of the California Civil Code.

Legal Owner - Name, Address: _____
Registered Owner - Name, Address: _____
Junior Lieneholder(s) - Name, Address: _____

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

EXECUTED THIS 7th DAY OF April 2012, at Santa Monica, CALIFORNIA

(Signature of Person Serving Notice)

NOTICE: EVERYONE WHO LIVES IN THIS RENTAL UNIT MAY BE EVICTED BY COURT ORDER. READ THIS FORM IF YOU LIVE HERE AND IF YOUR NAME IS NOT ON THE ATTACHED SUMMONS AND COMPLAINT.

1. If you live here and you do not complete and submit this form within 10 days of the date of service shown on this form, you will be evicted without further hearing by the court along with the persons named in the Summons and Complaint.
2. If you file this form, your claim will be determined in the eviction action against the persons named in the Complaint.
3. If you do not file this form, you will be evicted without further hearing.

CLAIMANT OR CLAIMANT'S ATTORNEY (Name and Address): ATTORNEY FOR (Name): NAME OF COURT: Superior Court of California STREET ADDRESS: 1725 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Santa Monica, CA 90401 BRANCH NAME: West District - Santa Monica	TELEPHONE NO.:	FOR COURT USE ONLY CASE NUMBER <div style="text-align: center; font-size: 1.2em;">17402139</div> (To be completed by the process server) DATE OF SERVICE: (Date that this form is served or delivered, and posted, and mailed by the officer or process server)
PREJUDGMENT CLAIM OF RIGHT TO POSSESSION		
Complete this form only if ALL of these statements are true: 1. You are NOT named in the accompanying Summons and Complaint. 2. You occupied the premises on or before the date the unlawful detainer (eviction) Complaint was filed. 3. You still occupy the premises.		

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (specify):
2. I reside at (street address, unit No., city and ZIP code):
3. The address of "the premises" subject to this claim is (address):
4. On (insert date): , the landlord or the landlord's authorized agent filed a complaint to recover possession of the premises. (This date is the court filing date on the accompanying Summons and Complaint.)
5. I occupied the premises on the date the complaint was filed (the date in item 4). I have continued to occupy the premises ever since.
6. I was at least 18 years of age on the date the complaint was filed (the date in item 4).
7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (the date in item 4).
8. I was not named in the Summons and Complaint.
9. I understand that if I make this claim of right to possession, I will be added as a defendant to the unlawful detainer (eviction) action.
10. (Filing fee) I understand that I must go to the court and pay a filing of \$ 225.00 or file with the court the form "Application for Waiver of Court Fees and Costs." I understand that if I don't pay the filing fee or file with the court the form for waiver of court fees within 10 days from the date of service on this form (excluding court holidays), I will not be entitled to make a claim of right to possession.

(Continued on reverse)

PLAINTIFF (Name): VILLAGE TRAILER PARK, INC. and VILLAGE TRAILER PARK, LLC, a General Partnership, doing business as
DEFENDANT (Name): BERHANE HABTE

CASE NUMBER:

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

11. (Response required within five days after you file this form) I understand that I will have five days (excluding court holidays) to file a response to the Summons and Complaint after I file this Prejudgment Claim of Right to Possession form.
12. Rental agreement. I have (check all that apply to you):
- a. an oral rental agreement with the landlord.
 - b. a written rental agreement with the landlord.
 - c. an oral rental agreement with a person other than the landlord.
 - d. a written rental agreement with a person other than the landlord.
 - e. other (explain):

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

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

.....
(TYPE OR PRINT NAME)

(SIGNATURE OF CLAIMANT)

NOTICE: If you file this claim of right to possession, the unlawful detainer (eviction) action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

- NOTICE TO OCCUPANTS -

YOU MUST ACT AT ONCE if all the following are true:

1. You are NOT named in the accompanying Summons and Complaint.
2. You occupied the premises on or before the date the unlawful detainer (eviction) complaint was filed. (The date is the court filing date on the accompanying Summons and Complaint.)
3. You still occupy the premises.

(Where to file this form) You can complete and SUBMIT THIS CLAIM FORM WITHIN 10 DAYS from the date of service (on the reverse of this form) at the court where the unlawful detainer (eviction) complaint was filed.

(What will happen if you do not file this form) If you do not complete and submit this form (and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), YOU WILL BE EVICTED.

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. If you do not file this claim, you will be evicted without a hearing.