1	Berhane Habte 2930 Colorado Ave., #A-21	
2	Santa Monica, CA 90404	
3	(310) 315-0682	
4	Defendant Berhane Habte, in <u>pro per</u>	
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7	SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE	
8	COUNTY OF LOS ANGELES, WEST BRANCH	
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10	VILLAGE TRAILER PARK, INC., etc.,	Case No. 12U02139
11		DEFENDANT BERHANE HABTE'S NOTICE OF
12	Plaintiffs,	DEMURRER AND DEMURRER TO PLAINTIFFS' COMPLAINT FOR UNLAWFUL DETAINER;
13	V. )	SEPARATE STATEMENT OF GROUNDS FOR
14 15	BERHANE HABTE AND DOES 1 to 10,	DEMURRER; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF
16		) (Civil Code § 798.56 (d);
17	Defendants.	C.C.P. §§ 430.30(a), 430.40(a), 430.50(a), 430.60)
18	)	Hearing
19 20		Date: August 8, 2012 Time: 8:30 a.m.
20	/	Dept.: G Complaint Filed: 6/21/12, Served Improperly 6/29/12
22		(Filed Concurrently with Notice of Related Case(s))
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	Demurrer—Unlawful Detainer, Case. No. 1	2U02139, July 5, 2012 -1-

## TO THE COURT, AND TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:

At the time and place above stated, or as soon thereafter as the matter may be heard, Defendant will, and does hereby, demur to the Complaint herein for failure and inability to state a cause of action, failure to state ultimate facts indicating ability to defeat defenses, and uncertainty.

This Demurrer will be and is made on the following grounds shown on the face of the Complaint:

1. Failure to state a claim upon which relief can be granted in the following ways:

(a) No notice attached to the Complaint complies with the requirements of the Mobilehome
Residency Law ("MRL") as to being addressed to Defendant or having any statement made in the Complaint
as to why notices addressed to someone other than Defendant constitute notices required to be served on
Defendant, and therefore the Complaint does not have the required basis of notice before filing an unlawful
detainer. These requirements are that management:

....set forth in a notice of termination, the reason relied upon for the termination with specific facts to permit determination of the date, place, witnesses, and circumstances concerning that reason. Neither reference to the section number or a subdivision thereof, nor a recital of the language of this article will constitute compliance with this section. Civil Code § 798.57

Exhibit 1 to the Complaint purports to be a Standard Residential Agreement for a Term of Less Than 12
Months applying to the mobilehome rental space where Defendant's mobilehome is parked; Exhibit 2 purports
to be a Three-Day Notice applicable to the case stated in the Complaint; and Exhibit 3 purports to be a Proof
of Service of that Three-Day Notice and a blank Prejudgment Claim of Right to Possession, which does not
state who it was served on, if anyone other than one of the same persons involved in Exhibits 1 and 2, who
are not Defendant and whom the Complaint does not explain as to why Defendant should be or is by law
sued for Unlawful Detainer based on notices allegedly served only on this other person. The Complaint
therefore states no cause of action for Unlawful Detainer.

 Furthermore, no notice referred to in the Complaint cures the defect of not applying to Defendant or explaining how Defendant is legally obligated to cure alleged failure to pay rent of another person, either. No notice or letter attached to the Complaint contains <u>the reason</u> relied upon for the termination <u>with specific facts</u> to permit determination of <u>the date, place, witnesses, and circumstances</u> concerning <u>that reason</u>, as required by Civil Code § 798.57, <u>supra</u>.

One cannot determine by reading any notice attached to the Complaint what actions of Defendant are claimed to have violated, how, and what, if anything, Plaintiffs ever asked Defendant to do in order to avoid an unlawful detainer action such as the current one. This also means the condition precedent to being able to file an unlawful detainer under the MRL has not been satisfied, so unless Plaintiffs can show a specific notice was given to Defendant before the action was filed, this Demurrer must be sustained without leave to amend;

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(b) The notices attached to the Complaint do not show compliance with the MRL, in Civil Code § 798.55(b)(1), which requires them to be served as provided in C.C.P. § 1162, which requires personal service, which is not alleged in the Complaint, unless certain exceptions also not alleged in the Complaint are met. In fact, there is no allegation in the Complaint that any notice was served in any way on Defendant Berhane Habte, or that Plaintiffs even attempted to serve personally as required any notice on Defendant Berhane Habte, although the Complaint admits in ¶ 5 that Plaintiffs know Defendant is a resident of the mobilehome on the mobilehome space at issue in the Complaint;

(c) Plaintiffs have alleged no ultimate facts to state a cause of action upon which relief can be 13 granted in the Complaint in that Plaintiffs have not alleged compliance with Civil Code § 798.15 (c) requiring 14 a copy of the MRL to be attached as an exhibit and incorporated into the rental agreement by reference, and 15 in fact the rental agreement attached to the Complaint as Exhibit 1 does not contain a copy of the MRL 16 attached so Plaintiffs cannot allege compliance, and Plaintiffs have not alleged compliance with Civil Code § 17 798.16 (b), which provides that Management shall return an executed copy of the rental agreement to the homeowner within 15 business days after management has received the rental agreement signed by the 18 homeowner, so unless Plaintiffs can show ability to allege compliance, this Demurrer must be sustained 19 without leave to amend; 20

(d) Plaintiffs have alleged no ultimate facts to state a cause of action upon which relief can be granted in the Complaint. Plaintiffs allege only that they served notices of alleged failure to pay rent due upon someone other than Defendant, and then they make no connection between whatever happened after that and Defendant. This Demurrer must be sustained with leave to amend only if Plaintiffs claim they can state facts showing some connection between what they allege in the Complaint and Defendant, such that relief on the Complaint could be granted;

(e) Even if the Complaint sufficiently alleged Defendant had been served with a specific notice in
compliance with the MRL and had failed to do whatever he had been doing wrong or failed to do whatever he
was alleged to be required to do to avoid an unlawful detainer, the Complaint states no ultimate facts

-3-

sufficient to counter Defendant's defense as alleged in Case No. BC 483237, a related case which Defendant 1 asks the Court to declare related to this one by filing concurrently herewith a Notice of Related Case(s), that 2 Defendant's conduct is constitutionally protected, has legitimate purpose, and raises no health and safety 3 issues, and that Plaintiffs' actions against Defendant constitute harassment of a tenant in violation of the MRL 4 and are retaliatory and constitute constructive eviction for which he is entitled to damages against Plaintiff in 5 this case, Defendants in that case. If Plaintiffs had any facts to counter any of these claims, surely Plaintiffs 6 would have suggested at least one such fact in all the notices and letters attached to the Complaint, or at 7 least mentioned one in the Complaint somewhere. This Demurrer must therefore be sustained without leave to amend unless Plaintiffs can show the Court how ultimate facts can be alleged showing Plaintiffs' actions 8 are not being enforced by state action of eviction so as to invoke color of law to interfere with Defendant's 9 constitutional rights; and 10

(f) Moreover, the Complaint fails to allege compliance with the Santa Monica Rent Control 11 Charter Amendment as to an unlawful detainer against Defendant, since Complaint ¶ 8 states the Complaint 12 is in compliance with § 1806(a) thereof in seeking to terminate a tenancy because "[t]he tenant has failed to 13 pay the rent to which the landlord is entitled under the rental housing agreement and this Article," but nothing 14 in the Complaint shows either that Defendant is a tenant or that Defendant has failed to pay the rent t; o which 15 the landlord is entitled under the rental housing agreement and the Santa Monica Rent Control Charter 16 Amendment. This Demurrer must therefore, as to this ground like the other grounds alleged above, be 17 sustained with leave to amend only if Plaintiffs claim they can state facts showing some connection between 18 what they allege in the Complaint and Defendant, such that relief on the Complaint could be granted; and

2. Uncertainty, on the following ground:

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Even if all the above were incorrect, the Complaint fails to set forth facts sufficient for Defendant to be able to prepare a defense, for all the reasons given above in section 1 (a) through (f), as he does not know what actions he has taken or not taken are claimed to have led to this unlawful detainer, how, and when, 23 according to what witnesses, in what circumstances, and what he was being asked to do to stop violating whatever notice he is claimed to have been given, and then what actions he continued to take or did not take 25 after he got notice are claimed to be the basis for this unlawful detainer, so Plaintiffs' Complaint is uncertain 26 and this Demurrer must be sustained on that basis as well.

27j This Demurrer will be and is based on the pleadings and documents on file in this matter; the attached 28 Separate Statement; the attached Memorandum of Points and Authorities; the Notice of Related Case(s) filed

Demurrer—Unlawful Detainer, Case. No. 12U02139, July 5, 2012

1	concurrently herewith; and such other evidence and argument as shall be allowed by the Court at the hearing	
2	on this matter.	
3	DATED: July 5, 2012 Respectfully submitted,	
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5	Berhane Habte	
6	Defendant in <u>pro per</u>	
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	Demurrer—Unlawful Detainer, Case. No. 12U02139, July 5, 2012 -5-	

## SEPARATE STATEMENT OF GROUNDS FOR DEMURRER

Failure to state a claim upon which relief can be granted in the following ways:

3 (a) No notice attached to the Complaint complies with the requirements of the Mobilehome 4 Residency Law ("MRL") in Civil Code § 798.57 as to being addressed to Defendant or having any statement 5 made in the Complaint as to why notices addressed to someone other than Defendant constitute notices required to be served on Defendant, and therefore the Complaint does not have the required basis of notice 6 before filing an unlawful detainer. 7

(b) The notices attached to the Complaint do not show compliance with the MRL, in Civil Code § 8 798.55(b)(1), which requires them to be served as provided in C.C.P. § 1162, which requires personal 9 service, which is not alleged in the Complaint, unless certain exceptions also not alleged in the Complaint are 10 met. In fact, there is no allegation in the Complaint that any notice was served in any way on Defendant Berhane Habte, or that Plaintiffs even attempted to serve personally as required any notice on Defendant 12 Berhane Habte, although the Complaint admits in ¶ 5 that Plaintiffs know Defendant is a resident of the 13 mobilehome on the mobilehome space at issue in the Complaint;

14 (c) Plaintiffs have alleged no ultimate facts to state a cause of action upon which relief can be 15 granted in the Complaint in that Plaintiffs have not alleged compliance with Civil Code § 798.15 (c) requiring a copy of the MRL to be attached as an exhibit and incorporated into the rental agreement by reference, and 16 in fact the rental agreement attached to the Complaint as Exhibit 1 does not contain a copy of the MRL 17 attached so Plaintiffs cannot allege compliance, and Plaintiffs have not alleged compliance with Civil Code § 18 798.16 (b), which provides that Management shall return an executed copy of the rental agreement to the 19 homeowner within 15 business days after management has received the rental agreement signed by the 20 homeowner;

(d) Plaintiffs have alleged no ultimate facts in the Complaint to state a cause of action upon 22 which relief can be granted in that Plaintiffs allege only that they served notices of alleged failure to pay rent 23 due upon someone other than Defendant, and then they make no connection between whatever happened 24 after that and Defendant:

25 (e) Even if the Complaint sufficiently alleged Defendant had been served with a specific notice in compliance with the MRL and had failed to stop whatever he had been doing wrong or failed to do whatever 26 he was alleged to be required to do to avoid an unlawful detainer, the Complaint states no ultimate facts 27 sufficient to counter Defendant's defense as alleged in Case No. BC 483237, a related case which Defendant

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Demurrer—Unlawful Detainer, Case. No. 12U02139, July 5, 2012

-6-

1	asks the Court to declare related to	this one by filing concurrently herewith a Notice of Related Case(s), that		
	Defendant's conduct is constitutiona	Ily protected, has legitimate purpose, and raises no health and safety		
2	issues, and that Plaintiffs' actions ag	ainst Defendant constitute harassment of a tenant in violation of the MRL		
3	and are retaliatory and constitute constructive eviction for which he is entitled to damages against Plaintiff in			
4	this case, Defendants in that case; and			
5	(f) Moreover, the Com	plaint fails to allege compliance with the Santa Monica Rent Control		
6		ful detainer against Defendant, since Complaint ¶ 8 states the Complaint		
7	is in compliance with § 1806(a) there	eof in seeking to terminate a tenancy because "[t]he tenant has failed to		
8	pay the rent to which the landlord is	entitled under the rental housing agreement and this Article," but nothing		
9	in the Complaint shows either that D	efendant is or is not a tenant, that Defendant owes Plaintiffs any rent,		
10	that Defendant was served with the	notices condition precedent to eviction under the Charter Amendment if		
11	he did owe Plaintiffs any rent, or tha	t Defendant has failed to pay rent to which the landlord is entitled under		
12	the rental housing agreement and th	e Santa Monica Rent Control Charter Amendment; and		
13	2. Uncertainty, on the follo	owing ground:		
14	The Complaint fails to set forth facts sufficient for Defendant to be able to prepare a defense, for all the			
15	reasons given above in section 1 (a) through (f).			
16	DATED: July 5, 2012	Respectfully submitted,		
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18		<b>-</b>		
19		Berhane Habte Defendant in <u>pro per</u>		
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	Demurrer—Unlawful Detainer, Case.	No. 12U02139, July 5, 2012 -7-		

1	MEMORANDUM OF POINTS AND AUTHORITIES	
2	INTRODUCTION, STATEMENT OF FACTS, AND SUMMARY OF ARGUMENT	
3	The instant Demurrer comes in an eviction case where Defendant has been alleging since April of	
	2012 in a case, Case No. BC 483237, which Defendant asks the Court to declare related in his Notice of	
4	Related Case(s) filed concurrently herewith, that Plaintiffs were harassing and threatening to evict him, such	
5	that he was already constructively evicted and entitled to damages for that and other actions. He also	
6	alleged the reason Plaintiffs were harassing and threatening him was his complaining to the government	
7	about Plaintiffs' actions violating his rights. We now do not have to question whether or not Plaintiffs would	
8	actually try to evict him, as this current action attempts just that.	
9	The Demurrer, however, takes the Complaint as if its allegations were true, as a demurrer must, and	
10	shows that the allegations are insufficient on which to grant relief, and are too uncertain for Defendant to be	
11	able to prepare a defense. Most of these defects in the Complaint are irreparable. As shown hereinafter and	
12	in the Separate Statement, the Demurrer must be sustained without leave to amend.	
13	I	
14	ANY FAILURE TO STATE A CLAIM ON WHICH RELIEF MAY BE GRANTED SHOWN BY THE FACE OF	
15	THE COMPLAINT, SUBJECTS THE COMPLAINT TO DEMURRER	
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17	Code of Civil Procedure § 430.30(a) provides as follows:	
18	(a) When any anound for chiestion to a complete the complete or encourse any the face	
19	(a) When any ground for objection to a complaint, Complaint, or answer appears on the face thereof, or from any matter of which the court is required to or may take judicial notice, the	
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21	objection on that ground may be taken by a demurrer to the pleading.	
	C.C.P. § 430.40(a) provides as follows:	
22	(a) A person against whom a complaint or Complaint has been filed may, within 30 days after	
23	service of the complaint or Complaint, demur to the complaint or Complaint.	
24	C.C.P. § 430.50(a) provides as follows:	
25	(a) A demurrer to a complaint or Complaint may be taken to the whole complaint or Complaint or to	
26	any of the causes of action stated therein.	
27		
28	C.C.P. § 430.60 provides as follows:	

Demurrer—Unlawful Detainer, Case. No. 12U02139, July 5, 2012

1	A demurrer shall distinctly specify the grounds upon which any of the objections to the complaint,	
2	Complaint, or answer are taken. Unless it does so, it may be disregarded.	
3	For purposes of a demurrer, the factual allegations of a pleading must be accepted as true. (Aubry to	
4	Tri-City Hospital Dist. (1992) 2 Cal.4th 962, 967.) Nonetheless, none of the factual allegations made in the	
5	Complaint herein except the admission he is a resident of the subject mobilehome space applies to	
6	Defendant.	
7	As shown in detail in the separate statement attached hereto, and hereinafter, the Complaint utterly	
8	fails to state a claim upon which relief can be granted and fails to allege any facts showing it could survive	
9	Defendant's constitutional rights challenges.	
10	II	
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12	THE COMPLAINT FAILS TO STATE A CLAIM ON WHICH RELIEF MAY BE GRANTED FOR MANY SEPARATE REASONS, MOST OF WHICH ARE IRREPARABLE, SO THIS DEMURRER SHOULD BE	
13	SUSTAINED WITHOUT LEAVE TO AMEND	
14	(a) No notice attached to the Complaint complies with the requirements of the Mobilehome	
15	Residency Law ("MRL") as to being addressed to Defendant or having any statement made in the Complaint	
16	as to why notices addressed to someone other than Defendant constitute notices required to be served on	
17 18	Defendant, and therefore the Complaint does not have the required basis of notice before filing an unlawful	
10	detainer. These requirements are that management:	
20	set forth in a notice of termination, the reason relied upon for the termination with specific facts to	
21	permit determination of the date, place, witnesses, and circumstances concerning that reason. Neither	
22	reference to the section number or a subdivision thereof, nor a recital of the language of this article will	
23	constitute compliance with this section. Civil Code § 798.57	
24	Exhibit 1 to the Complaint purports to be a Standard Residential Agreement for a Term of Less Than 12	
25	Months applying to the mobilehome rental space where Defendant's mobilehome is parked; Exhibit 2 purports	
26	to be a Three-Day Notice applicable to the case stated in the Complaint; and Exhibit 3 purports to be a Proof	
27	of Service of that Three-Day Notice and a blank Prejudgment Claim of Right to Possession, which does not	
28	state who it was served on, if anyone other than one of the same persons involved in Exhibits 1 and 2, who	
•	are not Defendant and whom the Complaint does not explain as to why Defendant should be or is by law	
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Demurrer—Unlawful Detainer, Case. No. 12U02139, July 5, 2012

sued for Unlawful Detainer based on notices allegedly served only on this other person. The Complaint therefore states no cause of action for Unlawful Detainer.

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Furthermore, no notice referred to in the Complaint cures the defect of not applying to Defendant or explaining how Defendant is legally obligated to cure alleged failure to pay rent of another person, either. No notice or letter attached to the Complaint contains <u>the reason</u> relied upon for the termination <u>with specific facts</u> to permit determination of <u>the date, place, witnesses, and circumstances</u> concerning <u>that reason</u>, as required by Civil Code § 798.57, <u>supra</u>.

One cannot determine by reading any notice attached to the Complaint what actions of Defendant are claimed to have violated, how, and what, if anything, Plaintiffs ever asked Defendant to do in order to avoid an unlawful detainer action such as the current one. This also means the condition precedent to being able to file an unlawful detainer under the MRL has not been satisfied, so unless Plaintiffs can show a specific notice was given to Defendant before the action was filed, this Demurrer must be sustained without leave to amend;

(b) The notices attached to the Complaint do not show compliance with the MRL, in Civil Code §
798.55(b)(1), which requires them to be served as provided in C.C.P. § 1162, which requires personal
service, which is not alleged in the Complaint, unless certain exceptions also not alleged in the Complaint are
met. In fact, there is no allegation in the Complaint that any notice was served in any way on Defendant
Berhane Habte, or that Plaintiffs even attempted to serve personally as required any notice on Defendant
Berhane Habte, although the Complaint admits in ¶ 5 that Plaintiffs know Defendant is a resident of the
mobilehome on the mobilehome space at issue in the Complaint;

(c) Plaintiffs have alleged no ultimate facts to state a cause of action upon which relief can be 19 granted in the Complaint in that Plaintiffs have not alleged compliance with Civil Code § 798.15 (c) requiring 20 a copy of the MRL to be attached as an exhibit and incorporated into the rental agreement by reference, and 21 in fact the rental agreement attached to the Complaint as Exhibit 1 does not contain a copy of the MRL 22 attached so Plaintiffs cannot allege compliance, and Plaintiffs have not alleged compliance with Civil Code § 23 798.16 (b), which provides that Management shall return an executed copy of the rental agreement to the 24 homeowner within 15 business days after management has received the rental agreement signed by the 25 homeowner, so unless Plaintiffs can show ability to allege compliance, this Demurrer must be sustained 26 without leave to amend;

(d) Plaintiffs have alleged no ultimate facts to state a cause of action upon which relief can be
granted in the Complaint. Plaintiffs allege only that they served notices of alleged failure to pay rent due upon

Demurrer—Unlawful Detainer, Case. No. 12U02139, July 5, 2012

-10-

someone other than Defendant, and then they make no connection between whatever happened after that and Defendant. This Demurrer must be sustained with leave to amend only if Plaintiffs claim they can state facts showing some connection between what they allege in the Complaint and Defendant, such that relief on the Complaint could be granted;

4 Even if the Complaint sufficiently alleged Defendant had been served with a specific notice in (e) 5 compliance with the MRL and had failed to do whatever he had been doing wrong or failed to do whatever he 6 was alleged to be required to do to avoid an unlawful detainer, the Complaint states no ultimate facts 7 sufficient to counter Defendant's defense as alleged in Case No. BC 483237, a related case which Defendant asks the Court to declare related to this one by filing concurrently herewith a Notice of Related Case(s), that 8 Defendant's conduct is constitutionally protected, has legitimate purpose, and raises no health and safety 9 issues, and that Plaintiffs' actions against Defendant constitute harassment of a tenant in violation of the MRL 10 and are retaliatory and constitute constructive eviction for which he is entitled to damages against Plaintiff in 11 this case, Defendants in that case. If Plaintiffs had any facts to counter any of these claims, surely Plaintiffs 12 would have suggested at least one such fact in all the notices and letters attached to the Complaint, or at 13 least mentioned one in the Complaint somewhere. This Demurrer must therefore be sustained without leave 14 to amend unless Plaintiffs can show the Court how ultimate facts can be alleged showing Plaintiffs' actions 15 are not being enforced by state action of eviction so as to invoke color of law to interfere with Defendant's 16 constitutional rights; and

17 (f) Moreover, the Complaint fails to allege compliance with the Santa Monica Rent Control 18 Charter Amendment as to an unlawful detainer against Defendant, since Complaint ¶ 8 states the Complaint 19 is in compliance with § 1806(a) thereof in seeking to terminate a tenancy because "[t]he tenant has failed to 20 pay the rent to which the landlord is entitled under the rental housing agreement and this Article," but nothing in the Complaint shows either that Defendant is or is not a tenant, that Defendant owes Plaintiffs any rent, 21 that Defendant was served with the notices condition precedent to eviction under the Charter Amendment if 22 he did owe Plaintiffs any rent, or that Defendant has failed to pay rent to which the landlord is entitled under 23 the rental housing agreement and the Santa Monica Rent Control Charter Amendment. This Demurrer must 24 therefore, as to this ground like the other grounds alleged above, be sustained with leave to amend only if 25 Plaintiffs claim they can state facts showing some connection between what they allege in the Complaint and 26 Defendant, such that relief on the Complaint could be granted.

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2	THE COMPLAINT IS ALSO UNCERTAIN FOR THE SAME REASONS IT FAILS TO STATE A PRIMA FACIE CASE UNDER THE MRL	
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4	The Complaint also fails to set forth facts sufficient for Defendant to be able to prepare a defense, for	
5	all the reasons given above in section 1 (a) through (f), as he does not know what actions he has taken or not	
6	taken are claimed to have led to this unlawful detainer, how, and when, according to what witnesses, in what	
7	circumstances, and what he was being asked to do to stop violating whatever notice he is claimed to have	
8	been given, and then what actions he continued to take or did not take after he got notice are claimed to be	
9 10	the basis for this unlawful detainer, so Plaintiffs' Complaint is uncertain and this Demurrer must be sustained	
10	on that basis as well as failure to state a claim on which relief can be granted.	
12	CONCLUSION	
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14	For all the reasons stated above, Defendant's Demurrer must be sustained without leave to amend.	
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16	DATED: July 5, 2012 Respectfully submitted,	
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18	Berhane Habte Defendant in <u>pro per</u>	
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	Demurrer—Unlawful Detainer, Case. No. 12U02139, July 5, 2012 -12-	

1	DECLARATION OF SERVICE BY MAIL	
2	STATE OF CALIFORNIA ) COUNTY OF LOS ANGELES )	
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4	Peter Naughton declares:	
5	I was, on the date of service, over 18 years of age and not a party to this action; my business address is 406 Broadway, #332F, Santa Monica, CA 90401. On July 5, 2012, I served the Defendant's NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFFS' COMPLAINT, etc., attached hereto, on the interested parties herein, by placing a true copy of the document in a sealed envelope with sufficient first-class postage affixed and placing it in a mailbox maintained and serviced daily by the United States Post Office at Santa Monica, California, addressed as follows:	
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11	Terry R. Dowdall, Attorney	
12	Robin G. Eifler, Attorney DOWDALL LAW OFFICES, A.P.C., Attorneys at Law	
13	284 North Glassell Street Orange, CA 92866-1409	
14	I declare under penalty of perjury that the foregoing is true and correct and that this declaration was	
15	executed on July 5, 2012, at Santa Monica, California.	
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17 18	Peter Naughton	
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	Demurrer—Unlawful Detainer, Case. No. 12U02139, July 5, 2012 -13-	