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7 Attorneys for Plaintiff
8 MARK J. BIXBY, as Trustee of the
9 Mark J. Bixby 1996 Revocable Living Trust

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SACRAMENTO

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13 MARK J. BIXBY, as Trustee of the
14 Mark J. Bixby 1996 Revocable Living Trust,

15 Plaintiff,

16 vs.

17 MIKE DRUMHELLER,
18 MICHAEL LUNN,
19 and DOES 1 through 10, inclusive,

20 Defendants.

21) LIMITED CIVIL CASE

22) CASE NO.

23 **08UD09090**

24) **COMPLAINT FOR**
25) **UNLAWFUL DETAINER**

26) (Amount Demanded Does Not Exceed \$10,000.00)

27 Plaintiff MARK J. BIXBY, as Trustee of the Mark J. Bixby 1996 Revocable Living
28 Trust, alleges as follows:

1. Plaintiff is the owner of that certain commercial real property which is the
subject of this action, hereinafter sometimes referred to as "the subject premises", which is
located at and commonly described as 5852 88th Street, Suite 700, Sacramento, California
95828, within this judicial district.

2. The true names and capacities of the defendants sued herein as DOES 1
through 10, inclusive, are at this time unknown to the plaintiff who therefore sues said
defendants under such fictitious names. If and when the true names and capacities of said
defendants are ascertained by plaintiff, plaintiff will ask leave to amend this complaint and

1 insert such true names and capacities.

2 3. Plaintiff is informed and believes and thereon alleges that each of the
3 defendants are and were at all times herein the agent and/or employee of the remaining
4 defendants herein, and in performing all acts complained of herein, was acting within the
5 course and scope of said agency and employment.

6 4. On or about September 11, 2006, plaintiff, as lessor, and defendant MIKE
7 DRUMHELLER together with Cameron Merritt and Sean Rose, as lessees, entered into a
8 written Industrial Real Estate Lease Multi-Tenant Gross Lease agreement by the terms of
9 which said defendant entered into possession of the subject premises and agreed to pay base
10 rent in the initial amount of \$4,600.00 per month. By the terms of Section 1.12(a) of the
11 subject lease agreement, said base rent was periodically adjusted, and is currently \$4,810.00
12 per month. A true and correct copy of said written lease agreement, including any and all
13 amendments thereto, is attached hereto as Exhibit "A" and made a part hereof.

14 5. Plaintiff is informed and believes and thereon alleges that in about September
15 2007 defendant MICHAEL LUNN became a business partner of defendant MIKE
16 DRUMHELLER, began to occupy the subject premises as a tenant at will, and began to pay a
17 portion of the rent and other charges which became due and owing under the terms of the
18 above-referenced lease.

19 6. Beginning August 1, 2008, and thereafter, defendants failed to pay the
20 following rent and other charges due and owing under the terms and provisions of said lease
21 agreement:

22	Balance of base rent and late charges for July 2008	\$2,581.00
23	Base rent and late charges for August 2008	<u>\$5,291.00</u>
24	TOTAL DUE:	\$7,872.00

25 7. On or about August 13, 2008, plaintiff caused to be served on defendants by
26 means of personal service a written Three-Day Notice To Pay Rent Or Quit (Commercial
27 Property), a copy of which is attached hereto as Exhibit "B" and made a part hereof.

28 8. More than three (3) days have elapsed since the service of said Notice and

1 defendants have failed and refused, and still fail and refuse, either to pay said rent and other
2 charges or to vacate and deliver up possession of the premises.

3 9. Defendants continue in possession of the subject premises willfully,
4 intentionally, deliberately, and without the permission or consent of plaintiff.

5 10. The reasonable rental value of the subject premises is the sum of \$4,810.00 per
6 month (\$160.33 per day). Damages to plaintiff caused by defendants' unlawful detention
7 thereof have accrued and will continue to accrue at said rate for so long as defendants remain
8 in possession of said premises.

9 11. Section 12.01 of the subject lease agreement expressly provides for an award of
10 reasonable attorney's fees, in an amount to be fixed by the court, in the event legal action is
11 brought pursuant to the agreement. Plaintiff has incurred and will continue to incur attorney's
12 fees and other costs in an amount according to proof, in the sum of at least \$750.00.

13 WHEREFORE, plaintiff MARK J. BIXBY, as Trustee of the Mark J. Bixby 1996
14 Revocable Living Trust, prays judgment herein against defendants MIKE DRUMHELLER,
15 MICHAEL LUNN, and DOES 1 through 10, inclusive, and each of them, as follows:

16 1. For restitution and possession of the subject premises located at and commonly
17 described as 5852 88th Street, Suite 700, Sacramento, California 95828;

18 2. For unpaid rent and other charges of \$7,872.00 plus damages at the rate of
19 \$160.33 per day from September 1, 2008, until the date of judgment herein;

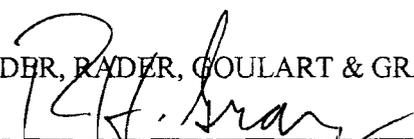
20 3. For costs of suit, including reasonable attorney's fees, according to proof, in the
21 amount of at least \$750.00;

22 4. For forfeiture of the written lease agreement, subject to Code of Civil
23 Procedure Section 1174.5; and

24 5. For such other and further relief as the court may deem just and proper.

25
26 Dated: August 26, 2008

By:

RADER, RADER, GOULART & GRAY LLP

 RICHARD H. GRAY, Attorneys for Plaintiff
 MARK J. BIXBY, Trustee

VERIFICATION

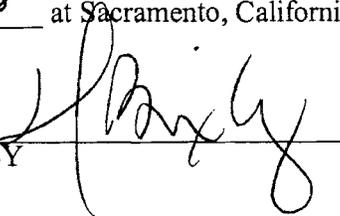
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2 I, HEIDI BIXBY, declare:

3 I am the property manager and an authorized agent of the Plaintiff in the above-entitled
4 matter and I am authorized to make this verification on behalf of the Plaintiff.

5 I have read the foregoing COMPLAINT FOR UNLAWFUL DETAINER and know
6 the contents thereof.

7 The same is true of my own knowledge, except as to those matters which are therein
8 stated on information and belief, and as to those matters, I believe them to be true.

9 I declare under penalty of perjury that the foregoing is true and correct and that this
10 verification was executed by me on 8-26-2008 at Sacramento, California.

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HEIDI. BIXBY