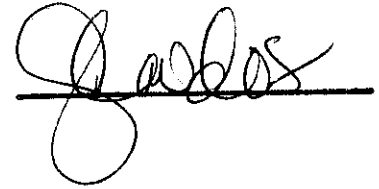


1 WILLIAM M. GARRETT, JR.  
2 ATTORNEY AT LAW  
3 463 NORTH SIERRA WAY  
4 SAN BERNARDINO, CA 92410  
5 (909) 889-0631  
6 SBN: 93172

7 ATTORNEY FOR PLAINTIFF

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

JAN 11 2007



8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF RIVERSIDE, RIVERSIDE JUDICIAL DISTRICT

10 )  
11 )  
12 )  
13 )  
14 )  
15 )  
16 )  
17 )  
18 )  
19 )  
20 )  
21 )

J.K. PROPERTIES, INC.

Plaintiff

vs

CHURCH OF SCIENTOLOGY  
INTERNATIONAL aka CHURCH  
OF SCIENTOLOGY dba GOLDEN  
ERA PRODUCTIONS  
aka GOLDEN ERA PRODUCTIONS  
VOLUNTEER FIRE BRIGADE; AND  
ALL UNKNOWN OCCUPANTS  
DOES 1 THRU 1000

Defendant

CASE NO. RIC 461032

OPPOSITION TO DEMURRER  
OF DEFENDANT CHURCH OF  
SCIENTOLOGY INTERNATIONAL'S  
DEMURRER TO COMPLAINT FOR  
UNLAWFUL DETAINER

DATE: January 17, 2007

TIME: 1:30 PM

DEPT: MV1 UD

22 PARTIAL STATEMENTS OF FACTS

23 This is an Unlawful Detainer action and Defendant has filed a Demurrer to Plaintiff's  
24 Complaint alleging that it fails to state a cause of action. Paragraph 6 (a) of Plaintiff's Complaint  
25 indicates that on or about September 29, 1998, Defendant Church of Scientology International  
26 aka Church of Scientology dba Golden Era Productions aka Golden Era Productions Volunteer  
27

1 Fire Brigade agreed to lease 68 units located at 750 N. Kirby Street, Hemet, CA 92343 pursuant  
2 to one (1) written lease agreement. Paragraph 6 (b) provides that said written residential lease  
3 was for a term lease from January 1, 1999 and continuing to June 30, 1999, and pursuant to the  
4 terms of the agreement has become a month-to-month tenancy thereafter. Paragraph 6 (c)  
5 provides that the above written residential lease agreement was made with Plaintiff's predecessor  
6 in interest. A copy of said residential lease is attached to Plaintiff's Complaint as exhibit "1".  
7 The allegation that the agreement was made with Plaintiff's predecessor in interest is language  
8 taken directly from the approved judicial counsel form for unlawful detainers. A true and correct  
9 copy of a blank form is attached to this Opposition as exhibit "A". Defendant further alleges that  
10 they attempted to withdraw the Notice. These facts are not contained in Plaintiff's Complaint,  
11 and cannot be the basis of a Demurrer.  
12  
13

## 14 POINTS AND AUTHORITIES

### 15 I

#### 16 AN UNLAWFUL DETAINER MAY BE BASED UPON A FAILURE BY 17 TENANT TO VACATE AFTER THE TENANT GIVES WRITTEN NOTICE OF 18 INTENT TO VACATE

19 California Code of Civil Procedures §1161 sub-section 5 provides that a tenant is guilty  
20 of unlawful detainer when

21 "He or she gives written notice as provided in §1946 of the Civil Code of  
22 his or her intention to terminate the hiring of the real property, or makes  
23 a written offer to surrender which is accepted by the landlord but fails  
24 to delivery possession at the time specified in that written notice, without  
25 permission of his or her landlord or successor in estate of the landlord if  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

applicable.”

In the present case, Defendant gave a 90-Day Notice to vacate the premises and failed to vacate without permission of his or her landlord, or the successor in estate of the landlord. Sub-section 5 specifically recognizes that an unlawful detainer may be based upon tenant’s failure to vacate after giving notice and specifically recognizes that its successor in estate of landlord may file an unlawful detainer based upon the tenant’s failure to vacate. The Complaint in this action and the Lease Agreement both indicate that the Agreement has now become a month-to-month tenancy. Civil Code Section 1946 dealing with renewable hirings indicates that:

“A hiring of real property for a term not specified by the parties, is deemed being renewed, as stated by Civil Code Section 1945, at the end of the term implied by Law unless one of the parties gives written notice to the other of his intention to terminate the same, at least as long before the expiration thereof as the term of the hiring itself, not exceeding 30 days provided, however, **that as to tenancies from month-to-month either party may terminate the same by giving at least 30 days’ written notice thereof at anytime and the rent shall be due and payable to and including the date of termination.**” (Emphasis added)

As previously indicated, the Complaint alleges, and the Lease shows that the Agreement has become a month-to-month tenancy. As such the Defendant could have given as short as a 30-Day Notice if it chose to do so. However, it chose to give a 90-Day Notice of Intent to Vacate the premises and its failure to do so renders it guilty of unlawful detainer.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**II**

**A NOTICE TO QUIT MAY NOT BE WITHDRAWN WITHOUT  
THE CONSENT OF THE OTHER PARTY**

In *Devonshire vs. Langstaff* (1935) 10 Cal Ap 2<sup>nd</sup> 369, 373, 51 Pacific 2<sup>nd</sup> 902, a landlord served a 30-Day Notice of Termination of Tenancy and later attempted to withdraw without tenant's consent. The Court cited as standard common law "When a valid notice is given by landlord or tenant, the party to whom it is given is entitled to count upon it and it cannot be withdrawn without the consent of both parties." See also, *Downing vs. Cutting Packing Company* (1920) 183 Cal 91, 94 190 Pacific 455. See also, CCP Section 1161 sub Section 5. *Supra*.

In the present case, the Complaint alleges that a 90-Day Notice was given by the Defendant. Defendant's assertion that the Notice was withdrawn by them is inapplicable to this Demurrer hearing for two reasons:

- 1- This is a Demurrer and the Court cannot consider any extrinsic evidence other than those facts contained on the face of the Complaint, and
- 2- Once the Notice was given it could not be withdrawn without Plaintiff's consent.

**III**

**THE COMPLAINT DOES STATE A CAUSE OF ACTION FOR UNLAWFUL  
DETAINER**

Plaintiff's Complaint, though not typed on a standard form, Unlawful Detainer pleading, the allegations are taken directly from the standard form Complaint. Defendant contends that

1 there are no allegations that Plaintiff is entitled to enforce the Lease. Paragraph 6 (c) of  
2 Plaintiff's Complaint indicates that the above-mentioned written residential lease agreement was  
3 made with Plaintiff's predecessor in interest. Said language is taken directly from the language  
4 for the allegations of paragraph 6 (b) of the standard form, approved Unlawful Detainer  
5 Complaint.

#### 6 7 8 IV

#### 9 THE OBJECTION TO COMPLAINT MUST APPEAR ON THE FACE 10 OF THE COMPLAINT

11  
12 A Demurrer is proper if, and only if, the alleged defect appears on the face of the  
13 Complaint. See Cal Jur 3<sup>rd</sup> Pleading section 130. A Demurrer reaches only the contents of the  
14 pleadings in such matters as may be considered under the doctrine of judicial notice. Cal Jur 3<sup>rd</sup>  
15 Pleading Section 130. A Demurrer admits all material and issuable facts properly pleaded. Supra  
16 Section 131. In the present case the Demurrer attempts to raise the issue that Defendant  
17 attempted to withdraw its notice to vacate the premises. As such, allegations do not appear on  
18 the face of the Complaint, nor they possible are something of which the Court can take judicial  
19 notice they may not be considered part of the Demurrer. Further, as previously indicated as a  
20 notice could not be withdrawn without Plaintiff consent, it would be of no force and effect.  
21

#### 22 23 24 CONCLUSION

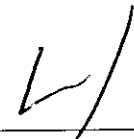
25  
26 Plaintiff's Complaint does state a cause of action. The allegation that the written Lease  
27 Agreement was made with Plaintiff's predecessor in interest is taken directly from the language

1 approved in the standard form Unlawful Detainer Complaint form. Further, as Defendants  
2 attempted defense is not properly part of a Demurrer, and would not constitute a defense in any  
3 event the Demurrer must be overruled and Defendant required to answer Plaintiff's Complaint.

4 If the Court sustains Defendant's Demurrer, Plaintiff shall seek leave to file an Amended  
5 Complaint.

6  
7 Respectfully submitted,

8  
9 Dated: 1/11/07

  
\_\_\_\_\_  
William M. Garrett, Jr.  
Attorney for Plaintiff

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

WILLIAM M. GARRETT, JR.  
WILLIAM M. GARRETT, JR.  
ATTORNEY AT LAW

463 NORTH SIERRA WAY  
SAN BERNARDINO, CA 92410

TELEPHONE NO.: (909) 889-0631

FAX NO. (Optional):

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name):

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO**

STREET ADDRESS: 351 NORTH ARROWHEAD

MAILING ADDRESS: SAME AS ABOVE

CITY AND ZIP CODE: SAN BERNARDINO, CA 92415

BRANCH NAME: CENTRAL JUDICIAL DISTRICT

PLAINTIFF:

DEFENDANT:

DOES 1 TO

**COMPLAINT — UNLAWFUL DETAINER\***

COMPLAINT

AMENDED COMPLAINT (Amendment Number):

CASE NUMBER:

Jurisdiction (check all that apply):

ACTION IS A LIMITED CIVIL CASE

Amount demanded does not exceed \$10,000

exceeds \$10,000 but does not exceed \$25,000

ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000)

ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply):

from unlawful detainer to general unlimited civil (possession not in issue)

from unlawful detainer to general limited civil (possession not in issue)

from limited to unlimited

from unlimited to limited

1. PLAINTIFF (name each):

alleges causes of action against DEFENDANT (name each):

2. a. Plaintiff is
- |   |                    |
|---|--------------------|
| (1) an individual over the age of 18 years. | (4) a partnership. |
| (2) a public agency.                        | (5) a corporation. |
| (3) other (specify):                        |                    |

b. Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):

4. Plaintiff's interest in the premises is as owner other (specify):

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

6. a. On or about (date): defendant (name each):

(1) agreed to rent the premises as a month-to-month tenancy other tenancy (specify):

(2) agreed to pay rent of \$ 0.00 payable monthly other (specify frequency):

(3) agreed to pay rent on the first of the month other day (specify):

b. This written oral agreement was made with

(1) plaintiff.

(3) plaintiff's predecessor in interest.

(2) plaintiff's agent.

(4) other (specify):

\*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

EXHIBIT "1"

PLAINTIFF (Name):	CASE NUMBER:
DEFENDANT (Name):	

6. c. The defendants not named in item 6a are
- (1) subtenants.
  - (2) assignees.
  - (3) other (specify):
- d. The agreement was later changed as follows (specify):
- 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):

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): 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): 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):
- (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):	CASE NUMBER:
DEFENDANT (Name):	

- 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 \$ 0 . 00
- 11.  The fair rental value of the premises is \$ 0 . 00 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 \$ 0 . 00
- d.  reasonable attorney fees.
- e.  forfeiture of the agreement.
- f.  damages at the rate stated in item 11 from (date): 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): \_\_\_\_\_

**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:

WILLIAM M. GARRETT, JR.  
(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)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): WILLIAM M. GARRETT, JR. WILLIAM M. GARRETT, JR. ATTORNEY AT LAW 463 NORTH SIERRA WAY SAN BERNARDINO, CA 92410 TELEPHONE NO.: (909) 889-0631 FAX NO. (Optional): (909) 888-2132 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): PLAINTIFF	FOR COURT USE ONLY          CASE NUMBER: RIC 461032
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4050 MAIN STREET MAILING ADDRESS: SAME AS ABOVE CITY AND ZIP CODE: RIVERSIDE, CA 92501 BRANCH NAME: RIVERSIDE JUDICIAL DISTRICT	
PETITIONER/PLAINTIFF: J.K. PROPERTIES, INC.  RESPONDENT/DEFENDANT: CHURCH OF SCIENTOLOGY INTERNATIONAL, aka CHURCH OF SCIENTOLOGY dba GOLDEN ERA PRODUCTIONS, aka GOLDEN ERA PRODUCTIONS Volunteer Fire Brigade, and All Unknown Occupants, Does 1 through 1000	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is: 463 N. SIERRA WAY, SAN BERNARDINO, CA 92410
3. On (date): 1-11-2007 I mailed from (city and state): SAN BERNARDINO, CA the following documents (specify): OPPOSITION TO DEMURRER OF DEFENDANT CHURCH OF SCIENTOLOGY INTERNATIONAL'S DEMURRER TO COMPLAINT FOR UNLAWFUL DETAINER

The documents are listed in the Attachment to Proof of Service by First-Class Mail—Civil (Documents Served) (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and (check one):
  - a.  depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
  - b. placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
  - a. Name of person served: JOHN A. BOYD, ESQ.
  - b. Address of person served: THOMPSON & COLEGATE LLP  
PO BOX 1299  
RIVERSIDE, CA 92502

The name and address of each person to whom I mailed the documents is listed in the Attachment to Proof of Service by First-Class Mail—Civil (Persons Served) (POS-030(P)).

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

Date: 1-11-2007

VIRGINIA MILLER  
 (TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

  
 (SIGNATURE OF PERSON COMPLETING THIS FORM)

**PROOF OF SERVICE BY FAX TRANSMISSION**

**DECLARATION OF SERVICE BY FAX**

The undersigned certifies and declares as follows:

(1) At the time of the facsimile transmission described below I was at least 18 years of age and not a party to this legal proceeding.

(2) On 1-11-2007, at 11:26 AM, I transmitted by facsimile  
(date) (time)  
transmission from a facsimile transmission machine whose telephone  
number is 909-888-2132 to John A. Boyd, Esq.  
(sender's fax number) (name of person served)  
whose facsimile transmission telephone number is 951-781-4012  
(recipient's fax number)

the following described document or documents and an unsigned copy of  
this declaration: OPPOSITION TO DEMURRER OF DEFENDANT  
CHURCH OF SCIENTOLOGY INTERNATIONAL'S DEMURRER TO  
COMPLAINT FOR UNLAWFUL DETAINER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(description of documents served)

(3) The above-described transmission was reported as complete without error by a transmission report issued by the facsimile transmission machine upon which the said transmission was made immediately following the transmission. A true and correct copy of the said transmission report is attached hereto and incorporated herein by this reference.

**ATTACH COPY OF TRANSMISSION REPORT**

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 1-11-2007.

Virginia Miller  
(signature)  
(NAME TYPED) VIRGINIA MILLER

TRANSMISSION VERIFICATION REPORT

TIME : 01/11/2007 11:29  
NAME : GARRETT LAW OFFICE  
FAX : 9098882132  
TEL : 9098890631  
SER. # : BROA3J124578

DATE, TIME 01/11 11:26  
FAX NO./NAME 919517814012  
DURATION 00:03:00  
PAGE(S) 11  
RESULT OK  
MODE STANDARD  
ECM

1 WILLIAM M. GARRETT, JR.  
2 ATTORNEY AT LAW  
3 463 NORTH SIERRA WAY  
4 SAN BERNARDINO, CA 92410  
5 (909) 889-0631  
6 SBN: 93172

7 ATTORNEY FOR PLAINTIFF

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF RIVERSIDE, RIVERSIDE JUDICIAL DISTRICT

10 ) CASE NO. RIC 461032  
11 )  
12 ) J.K. PROPERTIES, INC. )  
13 ) Plaintiff )  
14 ) vs )  
15 ) CHURCH OF SCIENTOLOGY )  
16 ) INTERNATIONAL aka CHURCH )  
17 ) OF SCIENTOLOGY dba GOLDEN )  
18 ) ERA PRODUCTIONS )  
19 ) aka GOLDEN ERA PRODUCTIONS )  
VOLUNTEER FIRE BRIGADE; AND )  
ALL UNKNOWN OCCUPANTS )  
DOES 1 THRU 1000 )

OPPOSITION TO DEMURRER  
OF DEFENDANT CHURCH OF  
SCIENTOLOGY INTERNATIONAL'S  
DEMURRER TO COMPLAINT FOR  
UNLAWFUL DETAINER

DATE: January 17, 2007  
TIME: 1:30 PM  
DEPT: MV1 UD

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 WILLIAM M. GARRETT, JR.  
 WILLIAM M. GARRETT, JR.  
 ATTORNEY AT LAW  
 463 NORTH SIERRA WAY  
 SAN BERNARDINO, CA 92410  
 TELEPHONE NO.: (909) 889-0631 FAX NO. (Optional): (909) 888-2132  
 E-MAIL ADDRESS (Optional):  
 ATTORNEY FOR (Name): PLAINTIFF

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**  
 STREET ADDRESS: 4050 MAIN STREET  
 MAILING ADDRESS: SAME AS ABOVE  
 CITY AND ZIP CODE: RIVERSIDE, CA 92501  
 BRANCH NAME: RIVERSIDE JUDICIAL DISTRICT

PETITIONER/PLAINTIFF: J.K. PROPERTIES, INC.  
 RESPONDENT/DEFENDANT: CHURCH OF SCIENTOLOGY INTERNATIONAL, aka CHURCH OF SCIENTOLOGY dba GOLDEN ERA PRODUCTIONS, aka GOLDEN ERA PRODUCTIONS  
 Volunteer Fire Brigade, and All Unknown Occupants,  
 Does I through 1500

**PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL**

CASE NUMBER:  
 RIC 461032

*(Do not use this Proof of Service to show service of a Summons and Complaint.)*

1. I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is: 463 N. SIERRA WAY, SAN BERNARDINO, CA 92410
3. On (date): 1-11-2007 I mailed from (city and state): SAN BERNARDINO, CA the following documents (specify): OPPOSITION TO DEMURRER OF DEFENDANT CHURCH OF SCIENTOLOGY INTERNATIONAL'S DEMURRER TO COMPLAINT FOR UNLAWFUL DETAINER

The documents are listed in the Attachment to Proof of Service by First-Class Mail—Civil (Documents Served) (form POS-030(D)).

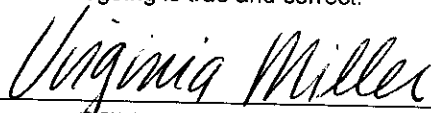
4. I served the documents by enclosing them in an envelope and (check one):
  - a.  depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
  - b.  placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
  - a. Name of person served: KENDRICK L. MOXON, ESQ.
  - b. Address of person served: MOXON & KOBRIN  
 3055 WILSHIRE BLVD, SUITE 900  
 LOS ANGELES, CA 90010

The name and address of each person to whom I mailed the documents is listed in the Attachment to Proof of Service by First-Class Mail—Civil (Persons Served) (POS-030(P)).

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

Date: 1-11-2007

VIRGINIA MILLER  
 (TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

  
 (SIGNATURE OF PERSON COMPLETING THIS FORM)

**PROOF OF SERVICE BY FAX TRANSMISSION**

**DECLARATION OF SERVICE BY FAX**

The undersigned certifies and declares as follows:

(1) At the time of the facsimile transmission described below I was at least 18 years of age and not a party to this legal proceeding.

(2) On 1-11-2007, at 11:39am, I transmitted by facsimile  
(date) (time)  
transmission from a facsimile transmission machine whose telephone  
number is 909-888-2132 to KENDRICK L. MOXON, ESQ.  
(sender's fax number) (name of person served)

whose facsimile transmission telephone number is 213-487-5538 <sup>5385</sup>  
(recipient's fax number) *corrected by Lee*

the following described document or documents and an unsigned copy of  
this declaration: OPPOSITION TO DEMURRER OF DEFENDANT  
CHURCH OF SCIENTOLOGY INTERNATIONAL'S DEMURRER TO  
COMPLAINT FOR UNLAWFUL DETAINER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(description of documents served)

(3) The above-described transmission was reported as complete without error by a transmission report issued by the facsimile transmission machine upon which the said transmission was made immediately following the transmission. A true and correct copy of the said transmission report is attached hereto and incorporated herein by this reference.

**ATTACH COPY OF TRANSMISSION REPORT**

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 1-11-2007

Virginia Miller  
(signature)

(NAME TYPED) VIRGINIA MILLER

TRANSMISSION VERIFICATION REPORT

TIME : 01/11/2007 11:42  
NAME : GARRETT LAW OFFICE  
FAX : 9098882132  
TEL : 9098890631  
SER.# : BROA3J124578

DATE, TIME 01/11 11:39  
FAX NO./NAME 912134875385  
DURATION 00:03:06  
PAGE(S) 11  
RESULT OK  
MODE STANDARD  
ECM

1 WILLIAM M. GARRETT, JR.  
2 ATTORNEY AT LAW  
3 463 NORTH SIERRA WAY  
4 SAN BERNARDINO, CA 92410  
5 (909) 889-0631  
6 SBN: 93172

7 ATTORNEY FOR PLAINTIFF

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF RIVERSIDE, RIVERSIDE JUDICIAL DISTRICT

10 )  
11 )  
12 )  
13 )  
14 )  
15 )  
16 )  
17 )  
18 )  
19 )

J.K. PROPERTIES, INC.

Plaintiff

vs

CHURCH OF SCIENTOLOGY  
INTERNATIONAL aka CHURCH  
OF SCIENTOLOGY dba GOLDEN  
ERA PRODUCTIONS  
aka GOLDEN ERA PRODUCTIONS  
VOLUNTEER FIRE BRIGADE; AND  
ALL UNKNOWN OCCUPANTS  
DOES 1 THRU 1000

CASE NO. RIC 461032

OPPOSITION TO DEMURRER  
OF DEFENDANT CHURCH OF  
SCIENTOLOGY INTERNATIONAL'S  
DEMURRER TO COMPLAINT FOR  
UNLAWFUL DETAINER

DATE: January 17, 2007  
TIME: 1:30 PM  
DEPT: MV1 UD