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9 *AIR COMBAT USA, INC.*

10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

11 **COURT OF ORANGE COUNTY**

12 AIR COMBAT USA, INC.,

13 Plaintiff,

14 v.

15 Brendan O'Reilly, CITY OF
16 FULLERTON, and DOES 1-10,

17 Defendants.

CASE NO. 30-2017-00952643-CU-CO-CJC

Assigned to Hon. Walter Scharm, Dept. C19

FIRST AMENDED COMPLAINT

1. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS
2. PUNITIVE DAMAGE
3. NEGLIGENCE
4. VICARIOUS LIABILITY
5. BREACH OF CONTRACT
6. SPECIFIC PERFORMANCE

DEMAND FOR JURY TRIAL

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27 Plaintiff Air Combat USA, Inc. ("ACUSA") complains of the Defendants, and each
28 of them, and allege as follows:

1 FACTS COMMON TO ALL CAUSES OF ACTION

2 PLAINTIFF:

3 1. Plaintiff ACUSA is the original civilian aerial combat fantasy camp where anyone
4 can become a *“Fighter Pilot for a Day”*, established in 1986 and incorporated in 1990 in
5 Fullerton, California. With over 30 years of experience and having flown over 50,000
6 guest pilots, Air Combat USA is the largest, safest, and most recognized civilian air combat
7 school in the world. ACUSA has been featured on hundreds of television shows
8 including most recently, **The Apprentice, Top Gear UK, & Hell’s Kitchen**, and flew this
9 year alongside the Navy’s Blue Angels at the 2017 Huntington Beach Air Show where a
10 record crown of 1 million gathered at the beach to embrace aviation. As the industry
11 leader, ACUSA works hand-in hand with the Federal Aviation Administration (FAA)
12 monthly and other governing agencies, such as SOCAL TRACON to define the parameters
13 and establish safety guidelines used to regulate the air combat industry as a whole.
14 Simply stated, Air Combat USA invented this industry.

15 2. Michael J. Blackstone (“Michael”) became the President of ACUSA per Court’s
16 order on June 16, 2016, after his father and former President passed away.

17 3. ACUSA and Michael have operated continuously and leased hangars and
18 business facilities owned and controlled by the City of Fullerton since 1981, over 36 years.
19 The latest 5-year hangar lease, located at “3815 W. Commonwealth Ave” was from June 1,
20 2011 to October 1, 2016. This lease was to be renewed prior to October 1, 2016 for a term
21 of up to 30 additional years. ACUSA and Michael had no reason to believe that this lease
22 would not be extended for another 30 years of bringing the magic of aviation to the public
23 for the remainder of his life, and to continue his father’s amazing legacy. Michael of
24 ACUSA contacted Brendan O’Reilly, the Airport Manager of the Fullerton Airport
25 multiple times in multiple ways, but the requests to renew the lease were repeatedly
26 denied, before the lease expired on October 1, 2016. Due to the City of Fullerton, via its
27 agent Brendan O’Reilly’s, wrongful termination and denial to renew the lease, ACUSA
28 suffered damages in an amount of fifty-six million dollars (\$56M).

1 **DEFENDANTS**

2 4. Brendan O'Reilly ("Brendan") is the Airport Manager at the Fullerton Municipal
3 Airport since May 2013, who supervises the airport, manages its tenants and is
4 empowered to act on behalf of the City of Fullerton, sign hangar and tie down leases with
5 current and new tenants, as well as to terminate and renegotiate existing leases at the
6 Fullerton Airport for the City of Fullerton on their behalf.

7 5. City of Fullerton is a Municipal Corporation (governmental entity) with an
8 airport hangar facility located at "3815 W. Commonwealth Ave, Fullerton, CA 92833" in
9 North Orange County, California.

10 **JURISDICTION AND VENUE**

11 6. Jurisdiction is proper as the amount in controversy is in excess of the statutory
12 requirements of this Court, i.e. \$25,000.

13 7. Venue in this Court is appropriate as all the injuries to the Plaintiff occurred in
14 Orange County.

15 **STATUTE OF LIMITATIONS**

16 8. The appropriate claims procedure against City of Fullerton, a Municipal
17 Corporation, and its employee is followed, where Plaintiff first filed an Administrative
18 Claim and Defendant City of Fullerton, via its Director of Human Resources Gretchen R.
19 Beatty, granted a "right to sue" in writing on May 4, 2017. This complaint is timely filed
20 within six (6) months of "right to sue".

21 **THE HANGAR LEASE**

22 9. Plaintiff ACUSA and Defendant City of Fullerton entered a valid 5-year lease
23 contract (the "contract") on 6/1/2011, where ACUSA has a right to renew on or before the
24 lease expires. The executed hangar lease is integrated by reference as a part of the
25 complaint in **Exhibit A**.

26 10. Due to a late move-in (or commencement) date, the actual expiration of the
27 contract falls on 10/1/2016.

28 11. The lease contract well defines the monthly rate with a formula.

1 12. ACUSA's prior President, Michael E. Blackstone, who passed away on
2 8/19/2015, and current President Michael J. Blackstone, both signed the lease contract.

3 13. Michael J. Blackstone ("Michael") became the ACUSA President on 6/16/2016,
4 per Court's order.

5 THE INTENTIONAL INTERFERENCE

6 14. Under the *Freedom of Information Act* ("FOIA"), Plaintiff obtained documentary
7 evidence that, as of 3/25/2016, Defendant Brendan knew the lease expires on 10/1/2016,
8 when Brendan received a confirmation from the City Attorney Ivy Tsai, and relayed his
9 knowledge to another ex-ACUSA employee Denise Jennings. Brendan's email is
10 integrated by reference as a part of the complaint in **Exhibit B**.

11 15. On 5/11/2016, when Michael of ACUSA met with Brendan at Fullerton Airport
12 Office seeking lease renewal, Brendan turned down ACUSA's request, stating that he
13 "*wanted to see how the court ruled on who would be the new president of ACUSA*", that he
14 "*would be willing to extend the lease as long as it takes*", and that ACUSA "*would always have a*
15 *home here at the Fullerton Airport.*"

16 16. On 6/3/2016, when Michael of ACUSA made another visit to Brendan to renew
17 the lease, Brendan replied, "*Let's hold on until the dust settles.*", and stated that he was
18 waiting to find out how the Court would rule on the ownership of ACUSA.

19 17. On 6/10/2016, the City of Fullerton sent out a Notice of rent increase, effective
20 July 1, 2016, which is integrated by reference as a part of the complaint in **Exhibit C**. This
21 notice proves, by clear and convincing evidence, that the lease is not expired on "June 1,
22 2016", as the City of Fullerton only sends out rent adjustments when the lease is in full
23 effect, per the lease terms. (*Exhibit A, The Lease, Pg. 4-5, Rent Adjustment*)

24 18. On 6/16/2016, the "*who would be the new president of ACUSA*" dust is settled,
25 when the OC Superior Court ordered Michael J. Blackstone to become the new President
26 of ACUSA.

27 19. On 6/24/2016, when asked about the City's Notice of rent increase and asked to
28 renew the lease, Brenden now knowingly misrepresented a false expiration date in writing

1 that, “Someone missed the fact that the lease is up in June (2016)”. Brendan’s written reply is
2 integrated by reference as a part of the complaint as in **Exhibit D**.

3 20. On 6/30/2016, when Michael of ACUSA met with Brendan again at Brendan’s
4 Airport Office to renew the lease, Brendan denied ACUSA’s request.

5 21. Defendant Brendan caused the City of Fullerton to launch a public Request for
6 Proposal (“RFP”) process, which is a violation of ACUSA’s contractual right, after he
7 denied ACUSA to renew the lease.

8 22. On 9/19/2016, ACUSA met with Brendan and his supervisor Don Hoppe at his
9 office located at the “Public Works | Basque Yard, 1580 W. Commonwealth Ave, Fullerton
10 CA 92833”, to discuss renewing the Air Combat USA lease. Representing the City of
11 Fullerton, both Brendan and Don emphatically stated that ACUSA’s attempt to renew the
12 lease was not valid, because “the lease had already expired on 6/1/2016, and the building
13 was going up for RFP”, while the lease actually expires on 10/1/2016.

14 23. Starting on 10/1/2016, ACUSA became “Holding Over” tenant. There is no
15 renewal of the lease. (*Exhibit A, the Lease, Pg. 38, Item 46. Holding Over*)

16 24. On 4/5/2017, Michael of ACUSA met with Bruce Whitaker, the Mayor of
17 Fullerton, and informed him about Brendan’s wrongful acts as a public officer and showed
18 the Mayor documentary evidence. In addition, Michael of ACUSA requested to renew
19 the lease once again, and asked the Mayor to set up a meeting of all interested parties to
20 meet and discuss what might be best for the Airport and the City. The Mayor never
21 replied to ACUSA on the subject.

22 25. On 5/4/2017, Michael of ACUSA filed a request under the *Freedom of Information*
23 *Act (FOIA)* seeking communications between Brendan and other parties involved.

24 26. On 6/23/2017, ACUSA received a Termination Notice from Brendan.

25 27. On 9/1/2017, ACUSA was forced to move out of their home at the Fullerton
26 Airport after having been there for more than 36 years. As a result, ACUSA suffered
27 significant economic losses, due to wrongful act by Brendan O’Reilly and breach of
28 contract by the City of Fullerton.

1 DAMAGES

2 28. Plaintiff ACUSA suffered significant losses in bargained for benefits at about
3 \$5K/month, or about two million dollars (\$2M) for the next 30-years.

4 29. Plaintiff ACUSA suffered incidental losses due to moving and relocation to
5 other local airports, in excess of thirty thousand dollars (\$30K).

6 30. Plaintiff ACUSA suffered consequential damages including loss of revenue and
7 sales, after moving out of City of Fullerton, currently approximately \$1.8M/year since June
8 16, 2016 or approximately fifty-four million dollars (\$54M) over the next 30 years.

9 31. Plaintiff ACUSA is entitled to Specific Performance, since the Lease on the
10 Airport Hangar, at "3815 W. Commonwealth Ave, Fullerton, CA, 92833" is a piece of real
11 estate and monetary compensation is inadequate.

12 32. Plaintiff ACUSA is further entitled to Punitive Damage, as the behavior of
13 Airport Manager Brendan is with Malice and Fraud, where Defendant Brendan initially
14 denied to renew the lease on the grounds that he tried to find out "who the new President
15 of ACUSA will be". After the OC Superior Court ruled of Michael J. Blackstone to
16 become the new President of ACUSA on 6/16/2016, Defendant Brendan then denied to
17 renew the lease (on 6/24/2016) on the grounds that "the lease is expired", where he
18 knowingly and purposely misrepresented the expiration date of the lease, to prevent
19 ACUSA from renewing the lease.

20 33. Defendant Brendan's wrongful act was within the scope of employment. The
21 City of Fullerton was not only fully aware of Brendan's wrongful act, but also have
22 rectified and accepted it. As such, City of Fullerton shall be vicariously liable for the
23 damages caused by Brendan, under the Respondent Superior Doctrine.

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1 FIRST CAUSE OF ACTION
2 FOR INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

3 (Against Brendan O'Reilly)

4 34. Plaintiff repeats and re-alleges each and every allegation contained in all
5 preceding paragraphs of this Complaint and incorporates same by this reference as though
6 set forth at length herein.

7 35. *Under Cal. Civ. Code § 1708, every person is bound, without contract, to abstain from*
8 *injuring the person or property of another, or infringing upon any of his or her rights.*

9 36. *According to California Civil Jury Instructions (CACI) (2017) Section 2201, to*
10 *establish Plaintiff's claim of Intentional Interference With Contractual Relations, Plaintiff must*
11 *prove all of the following: (1) That there was a contract between [plaintiff] and [third party]; (2)*
12 *That [defendant] knew of the contract; (3) That [defendant]'s conduct prevented performance or*
13 *made performance more expensive or difficult; (4) That [defendant] [intended to disrupt the*
14 *performance of this contract/ [or] knew that disruption of performance was certain or substantially*
15 *certain to occur]; (5) That [plaintiff] was harmed; and (6) That [defendant]'s conduct was a*
16 *substantial factor in causing [plaintiff]'s harm.*

17 37. There was a lease contract between Plaintiff ACUSA and Defendant City of
18 Fullerton, where Defendant Brendan is not a party to the lease. **(Exhibit A)**

19 38. Defendant Brendan, as City of Fullerton's Airport Manager, knew of the lease
20 contract because he was the lease manager. In addition, Brendan received City Attorney
21 Ivy Tsai's confirmation of the lease expiration date on 3/25/2016. **(Exhibit B)**

22 39. Defendant Brendan's conduct prevented ACUSA to renew the lease, by directly
23 delaying and denying ACUSA to renew the lease multiple times and in various excuses,
24 where, before 6/16/2016, Brendan argued that "he wanted to find out who the new President of
25 ACUSA would be"; after 6/16/2016 when OC Superior Court's order for Michael J.
26 Blackstone become the new President of ACUSA, Brendan falsely and intentionally
27 misrepresented that "the lease was expired on 6/1/2016". **(Exhibit C)**

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1 40. Defendant Brendan knew that disruption of performance was certain because
2 after 10/1/2016, Brendan caused the City to launch a public Request for Proposal (“RFP”)
3 process, with intent to lease the Airport Hangar to someone else. In addition, when
4 asked to renew the lease by ACUSA on 9/19/2016, Brendan argued that it depends on RFP
5 process now. Brendan’s interference of ACUSA’s right in renewing the lease is
6 premediated and intentional, where before he caused the City to launch the RFP process,
7 he falsely told ACUSA that the lease is expired on 6/1/2016 and wrongfully denied
8 ACUSA to renew the lease well before 10/1/2016.

9 41. ACUSA suffered significant economic losses due to Defendant Brendan’s
10 intentional interference in denying ACUSA to renew the lease.

11 42. Defendant Brendan’s conduct was a substantial factor in causing ACUSA’s
12 suffered economic damages.

13 43. As such, Plaintiff ACUSA entitles to recover all damages against Defendant
14 Brendan O’Reilly.

15 **SECOND CAUSE OF ACTION FOR PUNITIVE DAMAGE**

16 (Against Brendan O’Reilly)

17 44. Plaintiff repeats and re-alleges each and every allegation contained in all
18 preceding paragraphs of this Complaint and incorporates same by this reference as though
19 set forth at length herein.

20 45. Under *Cal. Civ. Code § 3294*, in an action for the breach of an obligation not arising
21 from contract, where it is proven by clear and convincing evidence that the defendant has been
22 guilty of oppression, fraud, or malice, the plaintiff, in addition to the actual damages, may recover
23 damages (aka. Punitive Damage) for the sake of example and by way of punishing the defendant.

24 46. Brendan’s intentional act was not arising from contract, as he has no contractual
25 duty to Plaintiff ACUSA.

26 47. Under *Cal. Gov. Code § 822.2*, “A public employee acting in the scope of his
27 employment is not liable for an injury caused by his misrepresentation, whether or not such
28 misrepresentation be negligent or intentional, unless he is guilty of actual fraud, corruption or

1 actual malice.” Actual Malice is “a conscious intent to deceive, vex, annoy or harm the injured
2 party” (*Schonfeld v. City of Vallejo* (1975) 50 Cal. App.3d 401, 409-410 [123 Cal. Rptr. 669]

3 48 Defendant Brendan’s intentional interference of ACUSA to renew the lease
4 constitutes Actual Malice, where Brendan knew the lease expires on 10/1/2016 (*Exhibit B*),
5 but he initially (i.e. before 6/16/2016) purposefully delayed ACUSA to renew the lease, and
6 then subsequently (i.e. after 6/16/2016) materially misrepresented the expiration date to
7 deceive ACUSA (*Exhibit D*), with an intent to fail ACUSA to renew the lease. Defendant
8 Brendan’s Actual Malice and Fraud is proven by clear and convincing evidence, where

9 (a) his written statement of 6/24/2016 (*Exhibit D*) directly contradicts to the
10 evidence subpoenaed and obtained under the FOIA (*Exhibit B*), and

11 (b) his written statement of 6/24/2016 (*Exhibit D*) directly contradicts to the City’s
12 Notice of rent increase, which proves the opposite. (*Exhibit C*)

13 49. Plaintiff has additional evidence to support Defendant Brendan’s evil motive,
14 which is to side with some ex-ACUSA employees and against ACUSA under Michael J.
15 Blackstone as the new President. Evidence obtained under the *Freedom of Information Act*
16 shows that Brendan was frequently communicating with those ex-ACUSA employees in
17 updating them about ACUSA’s lease renewal status and in helping those ex-ACUSA
18 employees in participating in RFP process to compete for the Hangar lease against
19 ACUSA.

20 50. Because of Brendan’s evil motive and desire to harm ACUSA by delaying and
21 causing ACUSA to fail to renew the Hangar lease and eventually to be forced to move out
22 of the City of Fullerton Airport, his wrongful act of intentional interference of contractual
23 relations goes beyond unreasonable, and falls into grossly negligent, wanton and
24 malicious. Defendant Brendan has a conscious intent to deceive, delay and harm ACUSA
25 in renewing the lease. As such, Defendant Brendan O’Reilly should be subject to
26 Punitive Damage.

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1 THIRD CAUSE OF ACTION FOR NEGLIGENCE

2 (Against Brendan O'Reilly)

3 51. Plaintiff repeats and re-alleges each and every allegation contained in all
4 preceding paragraphs of this Complaint and incorporates same by this reference as though
5 set forth at length herein.

6 52. *Under Cal. Gov. Code. § 51303, "the county officers and employees named in the*
7 *contract shall exercise within the city all of the powers and duties conferred upon the city officers or*
8 *employees named in the contract".*

9 53. The Airport Manager was named in the lease contract. (*Exhibit A, The Lease,*
10 *Pg41, Signature of all Parties*) Defendant Brendan as the succeeding Airport Manager
11 since 2013 is charged with the powers and duties under the lease.

12 54. *According to California Judicial Council of California Civil Jury Instructions (CACI)*
13 *(2017) Series 400, to establish a claim of Negligence, Plaintiff must prove all the following: (1) That*
14 *the Defendant was negligent; (2) That the Plaintiff was harmed; and (3) That Defendant's*
15 *negligence was a substantial factor in causing Plaintiff's harm.*

16 55. Defendant Brendan failed his duty by (1) failing to provide a written notice on
17 behalf of landlord to all three lease tenants (i.e. Air Combat USA, SkyThrills! and ACUSA
18 Maintenance) before the lease expires on 10/1/2016; (2) failing to allow ACUSA to renew
19 the lease upon ACUSA's multiple requests; (3) failing to represent the true lease expiration
20 date of 10/1/2016 to ACUSA; and (4) failing to recognize ACUSA's contractual right to
21 renew.

22 56. Plaintiff ACUSA was harmed significantly due to Defendant Brendan's
23 breached his duty in interfering, rejecting and denying ACUSA to renew the lease, and
24 ultimately terminating the lease as of 9/1/2017.

25 57. Defendant Brendan's wrongful act under negligence was a substantial factor in
26 causing ACUSA's significant economic damages.

27 58. As such, ACUSA entitles to recover all damages against Defendant Brendan
28 O'Reilly under negligence.

1 a judgment against an employee or former employee that is for punitive damages, if (1) judgment
2 was based on act or omission of public entity's employee, while acting in the scope of employment as
3 a public employee; (2) the employee acted in good faith, without actual malice; (3) payment would
4 be in the best interest of the public entity (Runyon v. Superior Court (Franco) (1986) - 187 Cal.
5 App. 3d 878, 232 Cal. Rptr. 101)

6 66. Defendant Brendan acted within the scope of employee of the City of Fullerton.
7 If good faith is proven at trial and the City deems payment be in the best interest,
8 Defendant City of Fullerton (not a public entity as the state) could be liable for partial
9 payment of punitive damage against Defendant Brendan, even though City of Fullerton is
10 not liable for punitive damage under government immunity as a public entity.

11 67. As such, ACUSA entitles to recover damages against Defendant City of
12 Fullerton for both intentional and negligent wrongful act within the scope of employment
13 of its employee Defendant Brendan O'Reilly, including possible partial payment of
14 punitive damage against Defendant Brendan under vicarious liability.

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16 **FIFTH CAUSE OF ACTION FOR BREACH OF CONTRACT**

17 (Against City of Fullerton)

18 68. Plaintiff repeats and re-alleges each and every allegation contained in all
19 preceding paragraphs of this Complaint and incorporates same by this reference as though
20 set forth at length herein.

21 69. Under Cal. Civ. Code § 3300, for the breach of an obligation arising from contract, the
22 measure of damages, except where otherwise expressly provided by this Code, is the amount which
23 will compensate the party aggrieved for all the detriment proximately caused thereby, or which, in
24 the ordinary course of things, would be likely to result therefrom.

25 70. According to California Judicial Council of California Civil Jury Instructions (CACI)
26 (2017) Series 303, to establish Plaintiff's claim of Breach of Contract, Plaintiff must prove: (1)
27 Plaintiff and Defendants entered into a contract; (2) Plaintiff did all duties contract required; (3) all
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1 *condition required by the contract for Plaintiff's performance has occurred; (4) Defendant failed to*
2 *perform; (5) Plaintiff was harmed by Defendant's act.*

3 71. Plaintiff ACUSA and Defendant City of Fullerton entered into a valid lease
4 contract on 6/1/2011, where ACUSA has right to renew on or before the contract expires.

5 72. Plaintiff ACUSA did all duties contract required including making all payments
6 of rent. All conditions required by the contract for ACUSA have occurred.

7 73. Defendant City of Fullerton breached the contract when its agent and employee
8 Defendant Brendan as Airport Manager, together with other City Managers, on behalf of
9 City of Fullerton, denied ACUSA's contractual right to renew before the lease contract
10 expires on 10/1/2016, where such denial constitutes "breach" of the City's contractual duty.

11 74. Plaintiff ACUSA was harmed by Defendant City of Fullerton's breach of contract.

12 75. As such, Plaintiff ACUSA entitles to recover all damages against Defendant City
13 of Fullerton under breach of contract.

14 76. Additionally, Plaintiff ACUSA further entitles to recover attorney fees as
15 contractual rights under the lease. (*Exhibit A, the Lease, Pg. 37, Section 44. Attorney Fees*)

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17 **SIXTH CAUSE OF ACTION FOR SPECIFIC PERFORMANCE**

18 (Against City of Fullerton)

19 77. Plaintiff repeats and re-alleges each and every allegation contained in all
20 preceding paragraphs of this Complaint and incorporates same by this reference as though
21 set forth at length herein.

22 78. Specific performance is an alternative equitable remedy to a cause of action for
23 breach of contract. Specific performance is an "equitable" remedy that compels the
24 breaching party to live up to his obligations to the non-breaching party.

25 79. *Under Cal. Civ. Code § 3386 – 3388, Notwithstanding that the agreed counter*
26 *performance is not or would not have been specifically enforceable, specific performance may be*
27 *compelled if: (a) Specific performance would otherwise be an appropriate remedy; and (b) The agreed*
28 *counter performance has been substantially performed or its concurrent or future performance is*

1 assured or, if the court deems necessary, can be secured to the satisfaction of the court. It is to be
2 presumed that the breach of an agreement to transfer real property cannot be adequately relieved by
3 pecuniary compensation. In the case of a single-family dwelling which the party seeking
4 performance intends to occupy, this presumption is conclusive. In all other cases, this presumption
5 is a presumption affecting the burden of proof. A party who has signed a written contract may be
6 compelled specifically to perform it, though the other party has not signed it, if the latter has
7 performed, or offers to perform it on his part, and the case is otherwise proper for enforcing specific
8 performance.

9 80. To enforce Specific Performance, plaintiff must prove: (1) the making of a specifically
10 enforceable type of contract, sufficiently certain in its terms; (2) Adequate consideration, and a just
11 and reasonable contract; (3) Plaintiff's performance, tender, or excuse for nonperformance; (4)
12 Defendant's breach; and (5) Inadequacy of the remedy at law.

13 81. ACUSA's lease with Defendant City of Fullerton is a real estate lease contract
14 and it is to be presumed that the breach of an agreement to transfer real property rights
15 cannot be adequately relieved by pecuniary compensation.

16 82. ACUSA has tendered multiple times with full payment.

17 83. Defendant City of Fullerton, via its Airport Manager and City Manager,
18 wrongfully denied Plaintiff ACUSA's contractual rights to renew the real estate lease.

19 84. It is still feasible for the Court to enforce specific performance.

20 85. Defendant City of Fullerton, a party who has signed a written contract, may be
21 compelled specifically to perform it and it is proper for enforcing specific performance.

22 86. The Specific Performance of an obligation such as ACUSA's Hangar lease
23 renewal may be compelled.

24 87. As such, Plaintiff ACUSA entitles to enforcing Specific Performance and
25 compelling Defendant City of Fullerton to renew the Airport Hangar lease.

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1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment against all Defendants as follows:

3 ***On the first cause of action:***

- 4 1. For Damages related to Intentional Interference with Contractual Relations in the
- 5 sum of Fifty-Six Million Dollars (\$56M), or according to proof at trial;

6 ***On the second cause of action:***

- 7 2. For Punitive Damage in a sum of Four Hundred and Fifty Million Dollars (\$450M),
- 8 or according to proof at trial;

9 ***On the third cause of action:***

- 10 3. For all damages related to Negligence in the sum of Fifty-Six Million Dollars
- 11 (\$56M), or according to proof at trial;

12 ***On the fourth cause of action:***

- 13 4. For all damages related to Vicarious Liability of the City in the sum of
- 14 Five Hundred Million Dollars (\$500M), or according to proof at trial

15 ***On the fifth cause of action:***

- 16 5. For all damages related to Breach of Contract in the sum of Fifty-Six Million Dollars
- 17 (\$56M), or according to proof at trial;

18 ***On the sixth cause of action:***

- 19 6. For Specific Performance against City of Fullerton, as alternative remedy

20 ***On the seventh cause of action:***

- 21 7. For Attorney Fees under the terms of the lease; (*Exhibit A*)
- 22 8. All costs of suit incurred herein; and
- 23 9. Any and all such other and further relief as the Court may deem just and proper.

24
25 Dated: November 28, 2017

LAW OFFICES OF JACK W. CHAO

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27 By:



28 Jack W. Chao
Attorney for Plaintiff
AIR COMBAT USA, INC.

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DEMAND FOR JURY TRIAL

Plaintiff hereby respectfully demands a jury trial.

Dated: November 28, 2017

LAW OFFICES OF JACK W. CHAO

By:



Jack W. Chao
Attorney for Plaintiff
AIR COMBAT USA, INC

VERIFICATION

I, Michael J. Blackstone, hereby declare as follows:

I am the President of AIR COMBAT USA, INC in the above-entitled action. I have read the foregoing Complaint and know its contents. The same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 28, 2017 in Fullerton, California.



By: _____

MICHAEL J. BLACKSTONE