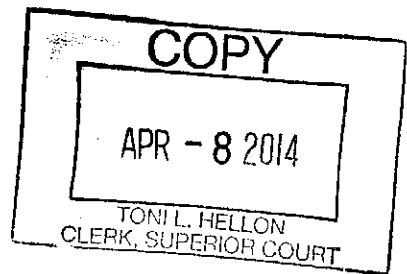


EXHIBIT 2



1 **GOOD LAW, P.C.**

2 Gregory E. Good, SB# 014445; PCC #64682
3 Geoffrey G. Collins, SB# 031011; PCC #66632
4 FOOTHILLS CORPORATE CENTER
5 3430 E. SUNRISE DRIVE, SUITE 270
6 TUCSON, ARIZONA 85718
7 TELEPHONE: (520) 628-8221
8 FACSIMILE: (520) 547-0394
9 **Of Counsel with Duffield, Adamson & Helenbolt, P.C.**
10 **Attorneys for Plaintiff**

11 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
12 **IN AND FOR THE COUNTY OF PIMA**

13 HOLUALOA CONGRESS, L.L.C., an
14 Arizona limited liability company,

15 Plaintiff,

16 vs.

17 VILA THAI CUISINE, L.L.C., an Arizona
18 limited liability company,

19 Defendant.

Case No.: C20141861

**FIRST AMENDED VERIFIED
COMPLAINT FOR FORCIBLE
DETAINER**

(Assigned to Judge Carmine Cornelio)

20 **YOUR LANDLORD IS SUING TO HAVE YOU EVICTED**
21 **PLEASE READ CAREFULLY**

22 Pursuant to Arizona Revised Statutes ("A.R.S."), § 12-1171, *et. seq.*, A.R.S. § 33-
23 361(A), and Rule 5 of the Arizona Rules of Procedure for Eviction Actions (the "FED Rules"),
24 Plaintiff Holualoa Congress, L.L.C., for its Complaint against Defendant Vila Thai Cuisine,
25 L.L.C., alleges as follows:

26 **PARTIES**

27 1. The Plaintiff is Holualoa Congress, L.L.C., an Arizona limited liability company
28 ("Holualoa" or "Plaintiff"), which has at all times relevant hereto had a usual place of business
at 3573 E. Sunrise Drive, Suite 225, Tucson, Pima County, Arizona 85718.

1 7. Pursuant to Section 4.2 of the Lease, the Minimum Monthly Rent increases
2 annually by 3% on the anniversary of the Lease's "commencement date."

3 8. Pursuant to Section 15.4 of the Lease, if the Monthly Rent is not fully paid on
4 the first of the month, then a late fee is assessed in the amount of 10% of the Monthly Rent not
5 paid (the "Late Charges").
6

7 9. Pursuant to Section 10.3 of the Lease, Defendant is obligated to pay personal
8 property taxes attributable to Defendant.

9 10. Section 15.1(b) of the Lease provides that Defendant's failure to make any
10 payment of rent or any other payment required to be made within five (5) days of the due date
11 is a default of the Lease.
12

13 11. Section 15.1(e) of the Lease provides that Defendant is in "chronic delinquency"
14 when the Defendant fails to pay monthly rental, or any other periodic payment required to be
15 paid, within five (5) days for any three (3) months (consecutive or nonconsecutive) during any
16 twelve (12) month period.
17

18 12. The Defendant breached the Lease by consistently failing to pay the Monthly
19 Rent and other payments due under the Lease. As of April 8, 2014, Defendants owed
20 \$30,584.87 not including some potentially applicable Late Charges.

21 13. Despite proper notice and written demand for payment, the Defendant has not
22 tendered to the Plaintiff payment of its obligations pursuant to the Lease, and Defendant
23 continues to be in breach thereunder.
24

25 14. Section 15.2 of the Lease provides that in the event of default, Lessor may at
26 any time thereafter, with or without notice or demand pursue any of the remedies listed in
27 Section 15.2.
28

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1 15. Section 15.2(a) of the Lease provides that upon Defendant's default, the Plaintiff
2 may terminate the Lease by any lawful means, in which case Defendant shall immediately
3 surrender possession of the Premises to Plaintiff.
4

5 16. Section 15.2(b) of the Lease provides that the Plaintiff may re-enter and retake
6 possession of the Premises upon Defendant's default.

7 17. Due to Defendant's default, Holualoa is entitled to immediate possession of the
8 Premises.

9 18. Due to Defendant's conduct, Holualoa is entitled to bring a summary action for
10 recovery of premises pursuant to A.R.S. § 33-361, which implicates the rules and procedure
11 applicable to actions for forcible entry and detainer. A.R.S. § 33-361(B); A.R.S. § 12-1178.
12

13 19. Due to Defendant's conduct, Holualoa is entitled to a forcible detainer action
14 pursuant to A.R.S. § 12-1171, *et seq.*

15 20. Due to Defendant's conduct, Holualoa is entitled to recover damages from the
16 Defendant including but not limited to "all rent found to be due and unpaid." A.R.S. § 12-1178.
17

18 21. Holualoa is entitled to recover attorneys' fees and costs pursuant to Paragraph
19 17.17 of the Lease and A.R.S. §§ 12-341.01, 33-361(B) and 12-1178(A).
20

COUNT ONE – FORCIBLE DETAINER

21 22. The Plaintiff restates and reavers the allegations of Paragraphs 1 through 21,
22 inclusive, as if fully set out at length herein.

23 23. The Plaintiff is entitled to a summary action for recovery of premises pursuant
24 to A.R.S. § 33-361, which implicates the rules and procedure for actions for forcible entry and
25 detainer. A.R.S. § 33-361(B); A.R.S. § 12-1178.
26
27
28

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1 24. The conduct of Defendant as set forth above constitutes forcible detainer
2 pursuant to A.R.S. § 12-1171.

3 25. The Plaintiff is entitled to possession of the Premises.

4 26. Defendant's forcible detainer has caused Holualoa damages which Holualoa is
5 entitled to recover.
6

7 27. Plaintiff is also entitled to recover the due and owing Monthly Rent and any
8 other costs that are owed.

9 WHEREFORE, the Plaintiff respectfully demands judgment against Defendant for:

10 a. Judgment that Plaintiff is entitled to immediate possession of the
11 Premises;

12 b. Judgment for damages caused as a result of Defendant's forcible detainer
13 pursuant to A.R.S. §§ 33-361(B) and 12-1178(A);

14 c. Judgment, pursuant to Rule 5(c)(5) FED Rules, for unpaid basic monthly
15 rent, late charges, related rental tax, unpaid real property tax charges, insurance charges,
16 management charges, marketing fund charges, utilities charges, common area maintenance
17 charges (and rental taxes related thereto) and/or other miscellaneous charges in an amount that
18 as of April 8, 2014 was \$30,584.87 (not including some applicable Late Charges), but may be
19 more at the time Judgment is entered.
20

21 d. Judgment for costs and attorneys' fees pursuant to the Lease, A.R.S. §§
22 12-341 and 12-341.01, and A.R.S. §§ 33-361(B) and 12-1178(A) in an amount to be
23 established in this litigation and in the event of default, attorneys' fees in the amount of
24 \$2,750.00 and costs of \$444.00;
25
26
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28

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- e. Judgment for the maximum allowable pre-judgment and post-judgment interest;
- f. Judgment for a Writ of Restitution pursuant to A.R.S. § 12-1178; and
- g. Such other relief as this Court deems just and proper.

RESPECTFULLY SUBMITTED this 8 day of April, 2014.

GOOD LAW, P.C.



Gregory E. Good
Geoffrey G. Collins
Attorneys for Plaintiff

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VERIFICATION

I, Gregory E. Good, Esq., pursuant to the provisions of Rule 80(i), Ariz. R. Civ. P., verify under penalty of perjury as follows:

That I am an attorney with the firm of Good Law P.C., representing the Plaintiff in the above-captioned action. As such, I am authorized to verify this Complaint. I have reviewed the Complaint and verify the contents thereof, subject to the limitations set forth below. Certain factual matters stated in the Complaint are not within my own personal knowledge. However, based on my reasonable diligent inquiry from authorized representatives for the Plaintiff, as to such matters, I am informed and believe them to be true and correct.

DATED this 8 day of April, 2014.



Gregory E. Good, Esq.