

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

FILED
SECOND JUDICIAL DISTRICT
09 FEB -9 PM 4: 34

CATHY CHAVEZ

Juanita M. Duran

SUMMON(S) ISSUED

BODE AERO SERVICES, INC., BODE AVIATION, INC.,
AVIATION SECURITY, INC., JOHN R. BODE,
JOHN H. BODE, DIANE BODE, CHRISTINE PICA,

Plaintiffs,

-vs-

NO. CV 200901415

MARTIN CHAVEZ, in his individual and official capacity
As Mayor of the City of Albuquerque; JOHN DOE,
JAMES DOE, CITY OF ALBUQUERQUE,

CV SECTION D

Defendants.

**COMPLAINT FOR CIVIL RIGHTS VIOLATION,
BREACH OF CONTRACT, AND OTHER STATUTORY VIOLATIONS**

I

INTRODUCTION

1. This civil action is filed pursuant to 42 U.S.C. § 1983 seeking damages and injunctive relief for violations of Plaintiffs' civil and constitutional rights under the First and Fourteenth Amendments to the United States Constitution. Primarily, as predicted by Defendants' own agents, the City and Chavez, retaliated against Plaintiffs because of their speech and actions regarding matters of public concern:

- They raised safety concerns about the operation of the Double Eagle airport.
- They raised concerns about Defendants' expenditure of public monies.
- They declined to provide free or discounted air service to Defendant Chavez for travel to Mexico and for his senatorial campaign.

Defendants also have violated New Mexico statutory and common law.

II

JURISDICTION

2. This Court has jurisdiction pursuant to 28 U.S.C. 1343.

III

PARTIES

3. Plaintiffs Bode Aviation, Inc., Aviation Security, Inc., Bode Aero Services, Inc. are New Mexico corporations with principal offices located in Bernalillo County, New Mexico. Plaintiffs John R. Bode, John H. Bode, Diane L. Bode and Christine Pica are United States citizens and residents of Albuquerque, New Mexico. All events and transactions which form the basis for this Complaint occurred within the State and District of New Mexico.

4. Bode Aviation, Inc., and Aviation Security, Inc., are the sole shareholders of Bode Aero Services Inc. John R. Bode and John H. Bode and Diane L. Bode are owners, officers, and shareholders of Bode Aviation, Inc., while Christine Pica is the owner, officer and sole shareholder of Aviation Security, Inc.

5. Defendant Martin Chavez is the mayor of the City of Albuquerque. As mayor he controls and directs the executive branch of city government and is responsible for the supervision of all its employees. Defendant Chavez is the *de-facto* chief and final policy maker for the executive branch regarding contracts, leases, as set out in this Complaint, and he is responsible for all the actions taken against Plaintiffs as set out in this Complaint.

5 A. Defendants John Doe and James Doe are at unknown agents or employees of Mayor Chavez or the City who may also have caused the harm to Plaintiffs as set out in this Complaint.

Besides their identities, their exact roles are unknown at this point. These defendants are sued in their individual capacities, and will be identified after discovery has begun.

6. Defendant City of Albuquerque (City) is a municipal corporation and has the authority and power to take all actions not specifically denied by law or its charter, and is responsible for all the actions taken against Plaintiffs as set out in this Complaint. The City retained final authority to review and approve actions that Defendant Chavez took against Plaintiffs and it approved those actions. The City maintained policies or customs exhibiting no less than deliberate indifference to the constitutional rights of persons in Albuquerque, which caused the violation of Plaintiffs' rights.

IV

FACTUAL ALLEGATIONS

7. Operating primarily out of the Defendants' Double Eagle II Airport, Plaintiffs provide a variety of air transportation and related services to the general public.

8. In 1987 and 1990, the predecessors-in-interest of Plaintiff Bode Aero Services, Inc., entered into Multiple Service Operator (**MSO**) leases with Defendants for ground space and services at Double Eagle Airport. Each of the original two leases has been amended several times, and Bode Aero Services became the current lessee and the Fixed Base Operator (**FBO**) at the airport. On those lease sites, and pursuant to the terms of the leases (**Bode I and Bode II**), Plaintiffs have purchased, constructed, and maintained offices, hangars, and a fuel storage facilities at a cost of many millions of dollars.

9. The Bode I lease was to expire in 2007, but by its terms granted Bode Aero Services the right to renew and extend that lease for up to twenty years, which right of renewal and extension

Bode Aero Services did exercise.

10. During a monthly meeting in January of 2007, representatives of the Defendants, the Bodes and Christine Pica discussed revisions and amendments of both leases. Before and during negotiations on these lease revisions, however, Plaintiffs began to raise matters involving public policies and concerns which caused Defendants to retaliate:

a) During the spring of 2007, Plaintiffs declined to provide free or discounted air service to Defendant Chavez for travel to Mexico and for his senatorial campaign.

b) In early August of 2007, Plaintiffs began raising safety concerns about the operation of the Double Eagle airport. On August 6th, John R. Bode wrote a letter to the City aviation department about recent safety and security issues, including his surprise of discovering Defendants had approved - without discussion with Plaintiffs or other airport personnel - the establishment of a charter school inside the airport security area, without any fencing around the school to protect students and others at the school from aircraft and airport operations, and vice-versa. Counsel for Plaintiffs subsequently called the City attorney and wrote a letter raising these safety and security problems. It also appears the school was operating at that location in violation of the City's zoning ordinance. Although Defendants' representatives met with John H. Bode and other Bode Aero Services managers after receiving the letters, and made assurances of addressing these concerns, few, if any, steps were taken by the City to resolve these issues.

c) By early August of 2007 Plaintiffs raised concerns about Defendants' expenditure of federal grant monies previously awarded to the City for the Airport's midfield development and control tower, as well as questioning whether Defendants were complying with FAA grant conditions in that regard. It appeared there should have been sufficient grant funds to allow for

perimeter fencing to secure the runways and the completion of the control tower, and Plaintiffs began questioning whether these federal funds were being diverted.

11. At a meeting on August 21, 2007, Plaintiffs were told by representatives of Defendants that because of concerns raised by Plaintiffs about the charter school, the “mayor’s gotten involved, and you guys are back on the radar,” and that Plaintiffs were “back at risk.” When Mr. Bode asked, “at risk for what,” he was told the Defendants were considering “another FBO” at the airport. These representatives also reminded Plaintiffs that the representatives had “been successful up to now keeping the politics out.”

12. Because of the Defendants’ failure to address these safety and other public concerns, Plaintiffs helped establish the Double Eagle Pilots and Owners Association (DEPOA) in early September, 2007, and John R. Bode and John H. Bode served on its executive committee. Again, because Defendants did not respond to Plaintiffs’ safety and security concerns, John R. Bode and John H. Bode drafted a letter on behalf of DEPOA that was sent to the Federal Aviation Administration (FAA) on September 7, 2007. The letter raises the same concerns ignored by the Defendants, and upon information and belief, this letter immediately was made known to Defendant Chavez who, upon information and belief, thereupon determined to penalize and punish Plaintiffs for raising and pursuing these concerns.

13. Because of continuing safety and security breaches, on September 19, 2007, Plaintiffs again - acting through DEPOA – sent another letter directly to a higher ranking FAA official, with copies to Defendants. This letter again stressed imminent safety issues that were not being addressed, much less resolved, by Defendants.

14. At a meeting on September 27th, 2007, Defendants claimed for the first time that the lease

renewal option for Bode I had not been exercised timely by Bode Aero Services and that the City never consented to the renewal and extension of the Bode I lease.

15. In October of 2007, Plaintiff Bode drafted a letter sent by DEPOA to the Federal Aviation Administration (FAA), with copies to Defendants, raising safety concerns about Defendants' proposal to switch the primary and secondary runways at Double Eagle. Defendants previously had discussed this proposal at a public meeting conducted on August 23, 2007. Plaintiffs spoke out then and thereafter, noting that such a change would have serious safety ramifications, and that Defendants were not giving adequate consideration to the concerns of pilots, operators, users, and the public.

16. Plaintiff Bode then helped draft a follow up letter from DEPOA that was mailed on November 30, 2007, to Defendants and numerous other interested and politically-involved third parties, pointing out the inconsistencies in Defendants' various explanations for the proposed runway changes and setting forth the adverse impact on public safety of such changes.

17. There has never been a legitimate safety or operational rationale for the runway changes proposed by Defendants. On information and belief, the real reason behind the proposed runway changes is that such would increase the value of the development contiguous to the airport and thus inure to the benefit of its private developers, at the expense of the taxpayers and the safety of the public.

18. A detailed list of safety and grant concerns and criticisms were set out in a final letter from DEPOA to the FAA in January, 2008. Copies of that letter were provided to Defendants.

19. At all times Defendants were aware that Plaintiffs were the persons and entities primarily raising these safety, fiscal, and other concerns to governmental officials. Defendants were

angered by Plaintiffs' continuing words and actions, and as a result Defendants sought to retaliate against Plaintiffs as set out previously in this Complaint, as Defendants' representatives had warned and predicted in August, 2007.

20. Negotiations between Defendant City and Plaintiffs for renewal and extension of the leases proceeded through January, 2008. Amendments to Bode I and Bode II (**Lease Amendments**) were agreed upon and executed by the City and Bode Aero Services in January, 2008. Most significantly Plaintiffs agreed to an approximately 400% increase in annual rental payments – from \$6,000 to \$24,000 on the ground lease alone - plus additional fees. The City would no longer have to pay monthly rent of \$500 and past due rent in excess of \$6,000 on building space at the airport, but it would grade certain space for aircraft parking.

21. After the execution of the Lease Amendments in January, 2008, Plaintiffs began to pay the increased rents and abide by other provisions of the Lease Amendments. Defendants accepted - and continue to accept – the increased payments and performance, however, they have not paid the rent or graded the aircraft parking space. In sum, Defendants have accepted all benefits of the Lease Amendments while still failing to comply with certain, previous lease terms, and have never advised or notified Plaintiffs they were seeking a basis to contest or nullify the Lease Amendments for any reason.

22. On the other hand, after the January agreement, Defendant Chavez began to retaliate. Without notice to Plaintiffs, he ordered the hiring of a consultant to do a cost analysis of similar airport operations. This review was not taken as part of the negotiation process or as part of a good faith effort to solicit bids in an open competition. It was taken in furtherance of Defendants' efforts to delay implementation and delivery of the Lease Amendments and attempts to find a

pretextual basis upon which Defendants could base their rejection of the Amendments. Such review and analysis, however, showed instead that the Amendments were consistent with leases for similar operations throughout the region, and in fact, more favorable to the City than most.

23. Solely because of Plaintiffs' raising matters of public concern, Defendant Chavez subsequently and wrongfully refused to implement and deliver the Lease Amendments. Instead, many months later and after the Plaintiffs had accepted significantly-increased rents and other terms favorable to the City under the Lease Amendments, he demanded that Plaintiffs agree to new "non-negotiable" terms for the lease extensions, knowing that such terms were commercially unfair, unreasonable, and impossible for Bode Aero Services to accept:

- Increasing by almost 150% the annual cost of living increase
- Decreasing the lease terms by 2 years – making it almost impossible to obtain realistic financing for capital and other improvements.

There was no legitimate or rational basis for these additional, non-negotiable demands. Their sole purpose was to injure Plaintiffs. No other leaseholder was treated in a similar fashion.

24. These demands were coupled with threats to the effect that if Bode Aero Services refused to accept such new and non-negotiable terms, Defendants would terminate Bode Aero Services' tenancy and property interests at the Double Eagle Airport, at least under Bode I, on the unfounded and pretextual basis that Bode Aero Services had previously failed to notify timely the City of its intention to renew Bode I.

25. Defendant Chavez's action were damaging to Plaintiffs, and they sought to meet with him (along and the City Aviation and Legal Departments) in an attempt to respond to Defendants' actions, but he refused to meet with them or such other parties and counsel. Because of

Defendant Chavez's refusal to implement and deliver the Amendments, and to provide Plaintiffs with even a minimal good faith hearing to listen to their position and concerns, Plaintiffs were forced to file a mandamus action in state District Court to compel Defendants to deliver the executed Lease Amendments.

26. The state District Court ruled in Plaintiffs' favor and issued a permanent Writ of Mandamus, but Defendants filed a motion to reconsider, which was denied. Subsequently Defendants filed an appeal, which is pending. These actions were not taken in good faith; rather they were taken to retaliate for Plaintiffs' words and actions on the previously-discussed matters of public concern. Defendants want to frustrate Plaintiffs' efforts to assure Defendants' compliance with applicable public policies and regulations governing Airport finance and safety, and to cause Plaintiffs continuing damage as punishment for their efforts.

27. After the Court entered its permanent Writ of Mandamus in September, 2008, Defendant Chavez ordered city employees to contact other FBOs to solicit them to move to Double Eagle. Such directive was motivated by animus against Plaintiffs and as part of his plan and intention to inflict economic damage upon Plaintiffs in retaliation for their earlier protected activities.

28. At all times Defendants were aware that Plaintiffs were the persons and entities that were the primary cause of these safety, fiscal, and other concerns being raised to them and other relevant governmental officials. Because Plaintiffs raised those concerns (again, as predicted by Defendants' representatives in August, 2007), Defendants retaliated against Plaintiffs as set out in this Complaint and continue to do so even today.

29. By raising the matters of public concern as set out in this Complaint, Plaintiffs were engaged in constitutionally protected activity, and Defendants caused the Plaintiffs to suffer an

injury that would chill a person of ordinary firmness from continuing to engage in that activity. Defendants' actions as set out previously were motivated solely by Plaintiffs' protected activity.

30. Plaintiffs had property at the Double Eagle Airport. Plaintiffs also had a property interest in the Bode I and Bode II leases and the subsequent Lease Amendments and airport contracts with the City and other third parties. Defendant Chavez interfered unreasonably, improperly, wrongfully, and illegally in those, and other, existing property rights, and his attempts have injured Plaintiffs' property. As a result Plaintiffs are unable to procure financing for property development and improvements, and pursue other business opportunities all to their ongoing damage.

31. Defendant Chavez not only interfered with these personal and property interests of Plaintiffs, he did so without giving the Plaintiffs the opportunity to contest his interference and taking, and provide them with some minimal kind of hearing. As mentioned previously, Defendant Chavez refused to meet with Plaintiffs and give them an opportunity to respond to or contest the interference and taking.

32. Plaintiffs were and are similarly situated with other Double Eagle tenants, subtenants, vendors, and contractors with Defendants. Upon information and belief Defendants intentionally or purposefully treated Plaintiffs less favorably than these similarly-situated persons because of Defendants' animus toward Plaintiffs. As previously mentioned, only Plaintiffs were confronted by post-facto, non-negotiable demands. Defendants gave another leaseholder and its officers and shareholders more generous terms and did not delay or force it or them to take legal action to enforce Defendants' obligations. There is no rational basis for such difference in treatment.

33. Bode I and Bode II, and the Lease Amendments between Plaintiff Bode Aero Services,

Inc. and Defendant City are written contracts and so impose a duty of good faith and fair dealing in their performance and enforcement. Defendants breached those contracts as well as their implied covenants of good faith and fair dealing. Defendants' actions were unfair and in bad faith. As a result of Defendants' actions, Plaintiffs have been injured and suffered damages, and Plaintiffs have been deprived of their rights to receive the benefits of their contracts with Defendant City of Albuquerque.

34. Defendants have intentionally taken Plaintiffs' property without payment of any compensation, much less just compensation.

35. Defendants' actions have injured plaintiffs. Without the delivery and implementation by Defendants of the Lease Amendments, Bode Aero Services cannot (a) execute new subleases with its subtenants, (b) obtain financing for needed improvements to its leasehold at the Airport and for ongoing and expanded operations, (c) refinance existing loans for its buildings and improvements, (d) implement safety regulations at the Airport which are otherwise required by the federal and state governments, and (e) fully perform on its obligations to customers, vendors, suppliers and the general public. Further, Plaintiffs are suffering continuing injury, damages and losses in and to their business as well as personal interests as a proximate result of such failure and defalcation on the part of Defendants. Finally, the Bodes and Ms. Pica have suffered personal injuries, including pain, suffering, embarrassment and emotional distress.

36. The actions and conduct of Defendants towards Plaintiffs as set out in this Complaint were intentional, wrongful, or recklessly extreme and outrageous in character, and wholly unbecoming of the majesty of government and its obligations toward its citizens and contract partners.

37. Plaintiffs have been, are being and will be irreparably injured by Defendants' actions.

Because damages cannot provide complete relief, Defendant Chavez should be enjoined from continuing his refusal to implement and deliver the Lease Amendments and end his unjust and unwarranted harassment of Plaintiffs.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

38. Defendants' actions as set out in this Complaint violated plaintiffs' rights pursuant to the First, Fifth, and Fourteenth Amendments to the United States Constitution.

SECOND CLAIM FOR RELIEF

39. Defendants' actions as set out in this Complaint violated plaintiffs' rights to property and due process pursuant to the Fourteenth Amendment to the United States Constitution.

THIRD CLAIM FOR RELIEF

40. Defendants' intentional treatment as set out in this Complaint violated plaintiffs' rights to equal protection as provided by the Fourteenth Amendment to the United States Constitution.

FOURTH CLAIM FOR RELIEF

41. Defendants' actions as set out in this Complaint constitute a breach of the lease agreements and amendments as well as the covenant of good faith and fair dealing contained in the lease agreements and amendments between Bode Aero Services and the City of Albuquerque.

FIFTH CLAIM FOR RELIEF

42. Defendants' actions as set out in this Complaint violate NMSA Sec 42A-1-1 *et. seq.*

WHEREFORE, Plaintiffs pray that this Court take these actions:

1. Grant judgment on all their claims;

2. Award them compensatory and punitive damages in an amount to be determined at trial;
3. Grant them trial by jury;
4. Award costs and attorneys fees as provided by law;
5. Enjoin Defendants from refusing to comply with terms of the Lease Amendments entered into in January of 2008; and
6. Grant such other relief as this Court deems just and equitable.

STEVEN GRANBERG ATTORNEY AT LAW, P.A.

By 

STEVEN GRANBERG

Attorney for Plaintiffs

1400 Central S.E., Suite 3300

Albuquerque, New Mexico 87106-4811

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Email: granberg@66law.com

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

FILED
SECOND JUDICIAL DISTRICT

09 FEB -9 PM 4: 34

BODE AERO SERVICES, INC., BODE AVIATION, INC.,
AVIATION SECURITY, INC., JOHN R. BODE,
JOHN H. BODE, DIANE BODE, CHRISTINE PICA,

Juanita M. Duran

CATHY CHAVEZ

Plaintiffs,

-vs-

NO. CV 200901415

MARTIN CHAVEZ, in his individual and official capacity
As Mayor of the City of Albuquerque; JOHN DOE,
JAMES DOE, CITY OF ALBUQUERQUE,

Defendants.

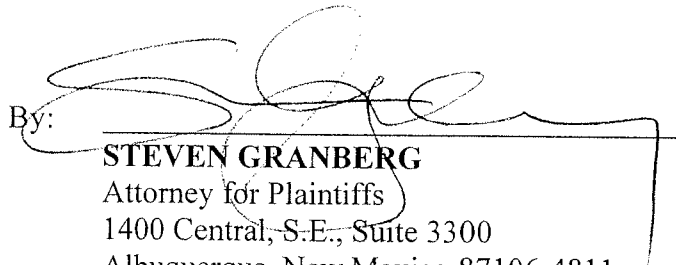
CERTIFICATION UNDER COURT-ANNEXED
ARBITRATION RULES

Plaintiff in the above-styled action, hereby certifies, pursuant to LR 603(II)(B) that the
Complaint in this action does seek relief in excess of Twenty-Five Thousand Dollars
(\$25,000.00), exclusive of punitive damages, costs and attorney's fees.

Respectfully submitted,

STEVEN GRANBERG ATTORNEY AT LAW, P.A.

By:


STEVEN GRANBERG
Attorney for Plaintiffs
1400 Central, S.E., Suite 3300
Albuquerque, New Mexico 87106-4811
(505) 244-3779

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

2009 FEB 11 AM 9:06

2009 FEB 11

BODE AERO SERVICES, INC., BODE AVIATION, INC.,
AVIATION SECURITY, INC., JOHN R. BODE,
JOHN H. BODE, DIANE BODE, CHRISTINE PICA,

Plaintiffs,

-vs-

NO. CV-2009-1415

MARTIN CHAVEZ, in his individual and official capacity
As Mayor of the City of Albuquerque; JOHN DOE,
JAMES DOE, CITY OF ALBUQUERQUE,

Defendants.

JURY DEMAND

COME NOW Plaintiffs, through counsel, and demand a trial by a six-person jury of all issues of right by jury and hereby tenders the sum of \$150.00 for jury fee.

Respectfully submitted,

STEVEN GRANBERG ATTORNEY AT LAW, P.A.

By:



STEVEN GRANBERG
Attorney for Plaintiffs
1400 Central SE, Suite 3300
Albuquerque, New Mexico 87106
(505) 244-3779

SECOND JUDICIAL DISTRICT COURT (CIVIL DIVISION)
 PO BOX 488, ALBUQUERQUE, NM 87105

DATE:02-11-2009

MEMO:

TIME:09:05:53

RECEIPT #:V 000212735

RECEIVED OF:STEVEN GRANBERG ATTORNEY AT LA
 BY CLERK:LUCERO SOLIS

CHECKS:

B 4765

\$150.00
 \$0.00
 \$0.00
 \$0.00
 \$0.00

CASH
 \$0.00

CREDIT
 \$0.00

CHANGE
 \$0.00

OTHER
 \$0.00

CASE NUMBER	EVENT/SERVICE	AMOUNT / JUDGE
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D -0202 -CV -0200901415	156 PMT: JURY 6 PERSON - DISTRICT	\$150.00
BODE ET AL VS CHAVEZ M ET AL		
PARTY: BODE AERO SERVICES INC		
	TB0 THERESA BACA	
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TOTAL RECEIPT... \$150.00

* CHECK/CHEQUE IS CONDITIONAL PAYMENT *

* PENDING RECEIPT OF FUNDS FROM BANK. *

STATE OF NEW MEXICO
SECOND JUDICIAL DISTRICT COURT

Date: 02-19-2009
Page: 1

CASE HISTORY

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D-0202-CV-

TYPE:
DATE FILED:

CURRENT STATUS:

ALTERNATE CASE REFERENCE

NONE

PROCEEDINGS

NONE

STATE OF NEW MEXICO
SECOND JUDICIAL DISTRICT COURT

Date: 02-19-2009
Page: 1

CASE HISTORY

Case Number:D-0202-CV-0200901415
Case Title:BODE ET AL VS CHAVEZ M ET AL

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CASE MASTER

Case Number: D-0202-CV-0200901415 Case Title: BODE ET AL VS CHAVEZ M ET AL

Filing Type: NEW FILING Filing Date: 02/09/2009
Case Status: PN PENDING JURY Status Date: 02/11/2009

Case Type: CIVIL VIOL, STATUTES, ORDS Will Date:

--- JUDGES ---
INITIAL ASSIGNMENT 02-09-2009 THERESA BACA

Prosecutor:
Jurisdiction Area:

Transferred Case: No Previous Case Number: ---
Refiled: No Original Court:
Consolidated: No Sealed/Expunged: No Child Support: No Victim: No

ALTERNATE CASE REFERENCE

NONE

CAUSE OF ACTION

02-09-2009 1 1 MISCELLANEOUS JURY TRIAL: N
02-09-2009 1 2 STATUTES/ORDINANCE VIOL MISC JURY TRIAL: N

PARTY DETAIL

D-1 CHAVEZ MARTIN
Status: ACTIVE Status Date: 02/09/2009

PARTY DETAIL

D-2 ALBUQUERQUE CITY OF EX REL
Status: ACTIVE Status Date: 02/09/2009

ALIASES:
A.K.A. CHAVEZ MARTIN J
O.B.O. MAYOR MARTIN J CHAVEZ

PARTY DETAIL

D-3 DOE JOHN (C)

STATE OF NEW MEXICO
SECOND JUDICIAL DISTRICT COURT

Date: 02-19-2009
Page: 2

CASE HISTORY

Case Number:D-0202-CV-0200901415
Case Title:BODE ET AL VS CHAVEZ M ET AL

=====

Status: ACTIVE Status Date: 02/09/2009

PARTY DETAIL

D-4 DOE JAMES
Status: ACTIVE Status Date: 02/09/2009

PARTY DETAIL

D-5 ALBUQUERQUE CITY OF (C)
Status: ACTIVE Status Date: 02/09/2009

PARTY DETAIL

P-1 BODE AERO SERVICES INC
Status: ACTIVE Status Date: 02/09/2009

PARTY DETAIL

P-2 BODE AVIATION INC
Status: ACTIVE Status Date: 02/09/2009

PARTY DETAIL

P-3 AVIATION SECURITY INC
Status: ACTIVE Status Date: 02/09/2009

PARTY DETAIL

P-4 BODE JOHN R
Status: ACTIVE Status Date: 02/09/2009

PARTY DETAIL

P-5 BODE JOHN H
Status: ACTIVE Status Date: 02/09/2009

PARTY DETAIL

P-6 BODE DIANE
Status: ACTIVE Status Date: 02/09/2009

PARTY DETAIL

P-7 PICA CHRISTINE

STATE OF NEW MEXICO
SECOND JUDICIAL DISTRICT COURT

Date: 02-19-2009
Page: 3

CASE HISTORY

Case Number:D-0202-CV-0200901415
Case Title:BODE ET AL VS CHAVEZ M ET AL

=====
Status: ACTIVE Status Date: 02/09/2009

EVENT SUMMARY

Party: -
Date: 02/09/2009 Seq: 2 Event: OPN: COMPLAINT
Action: Form: Judge: THERESA BACA Deputy:
Result: Amount:
FILING COMPLAINT FOR CIVIL RIGHTS VIOLATION, BREACH OF
CONTRACT, AND OTHER STATUTORY VIOLATIONS

Party: -
Date: 02/09/2009 Seq: 3 Event: SUMMONS ISSUED
Action: Form: Judge: THERESA BACA Deputy: 168
Result: Amount:

Party: -
Date: 02/09/2009 Seq: 4 Event: ARB: CERT IS SUBJECT
Action: Form: Judge: THERESA BACA Deputy: 168
Result: Amount:
FILING CERTIFICATION UNDER COURT-ANNEXED ARBITRATION RULES
(PLS)

Party: -
Date: 02/11/2009 Seq: 2 Event: JURY DEMAND 6 PERSON
Action: Form: Judge: THERESA BACA Deputy: 193
Result: Amount:
FILING JURY DEMAND, \$150.00 FEE PAID <ATTACHMENT> (PLS)