

BEFORE THE  
FEDERAL AVIATION ADMINISTRATION  
WASHINGTON, D.C.

ATLANTIC AVIATION FBO, INC.

Complainants,

v.

CITY OF SANTA MONICA, CALIFORNIA,

Respondent.

Docket No. 16-16-12

**RESPONDENT'S UNOPPOSED MOTION TO EXTEND TIME TO INDEFINITELY  
FILE REBUTTAL AND RESPOND TO COMPLAINANT'S  
FEBRUARY 17, 2017 FILINGS**

Pursuant to 14 C.F.R. §§ 16.19(e) and 16.23(f), the Respondent, the City of Santa Monica (the "City"), moves to indefinitely extend the time to file its Rebuttal and otherwise respond to the February 17, 2017 filings by Complainant Atlantic Aviation FBO, Inc. ("Atlantic"). In support of its motion, the City states as follows:

1. On February 1, 2017, the U.S. District Court for the Central District of California approved a Consent Decree between the Federal Aviation Administration and the City of Santa Monica. *City of Santa Monica v. United States*, C.D. Cal. No. 13-cv-08046, Dkt. Nos. 56, 57. Under that Consent Decree, the City has agreed to offer all current tenants providing aeronautical services leases of no less than three years, subject to certain terms set forth between the parties. *City of Santa Monica v. United States*, No. 13-cv-08046, Dkt. No. 57, at 10.

2. On February 17, 2017, Atlantic filed its Reply to Respondent's Answer and a Response to Reginald C. Govan's letter dated February 2, 2017.

3. In its Reply, Atlantic asked the FAA to “hold the City to its Consent Decree commitments by ordering the City to offer Complainant a three-year lease.” Reply at 4. Atlantic added that it “will, of course, withdraw its Complaint if the City offers it a three-year lease that complies with the Consent Decree.” *Id.* at 4 n.3.

4. Consistent with the City’s discussions with counsel for Atlantic, and in accordance with the Consent Decree, the City will provide a draft three-year lease to Atlantic during the week of February 20, 2017. *Id.* at 2 n.2 and Ex. 4.

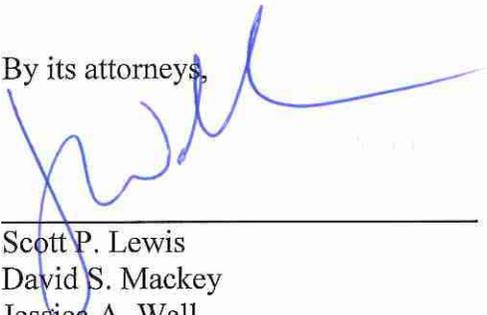
5. The City moves to indefinitely extend its deadline to file a Rebuttal and otherwise respond to Atlantic’s February 17, 2017 filing so that the City may tender to Atlantic a three-year lease consistent with the Consent Decree, negotiate the terms of that lease, and obtain any necessary City Council approvals. The City expects that once Atlantic’s new lease has been executed, Atlantic will withdraw its Part 16 Complaint, thereby avoiding the unnecessary expenditure of FAA resources to adjudicate this matter.

6. At any time Atlantic may file a notice requesting and requiring that the City file a Rebuttal and otherwise respond to Atlantic’s February 17, 2017 filing within 10 business days of that notice.

7. Without waiving any other rights, Atlantic does not oppose the City’s proposed indefinite extension of time.

8. By filing this Unopposed Motion, the City does not waive any claim concerning what, if any, rights Atlantic may have in any Part 16 proceeding.

By its attorneys,



---

Scott P. Lewis  
David S. Mackey  
Jessica A. Wall  
ANDERSON & KREIGER LLP  
50 Milk Street, 21<sup>st</sup> Floor  
Boston, MA 02109  
617.621.6560  
slewis@andersonkreiger.com

Joseph Lawrence  
Interim City Attorney  
Ivan O. Campbell  
Deputy City Attorney  
CITY OF SANTA MONICA  
1685 Main Street, Room 310  
Santa Monica, CA 90401  
310.458.8233  
joseph.lawrence@smgov.net

Counsel for Respondent

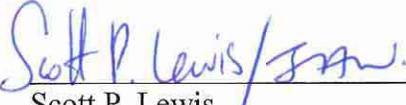
### CERTIFICATE OF SERVICE

I hereby certify in accordance with 14 C.F.R. § 16.15(a) that I have on this day served this document on the following persons at the following addresses by email and overnight courier:

FAA Part 16 Docket Clerk  
AGC-600  
Federal Aviation Administration  
800 Independence Avenue, SW  
Washington, D.C. 20591  
9-AWA-AGC-Part-16@faa.gov

Wallace ("Tad") Allan  
O'Melveny & Myers LLP  
400 South Hope Street  
Los Angeles, CA 90071  
(213) 430-6000  
tallan@omm.com

February 22, 2017



---

Scott P. Lewis  
for the Respondent