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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
11/02/2023 at 11:20:00 AM
Clerk of the Superior Court
By Katie Winburn, Deputy Clerk

No Fee GC § 6103

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

THE PEOPLE OF THE STATE OF CALIFORNIA and CITY OF SAN DIEGO, a municipal corporation,

Plaintiffs,

v.

IP INVESTMENTS, LLC, a Delaware Limited Liability Company;
RAMI AMIR, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2023-00049382-CU-MC-CTL

STIPULATION FOR ENTRY OF FINAL JUDGMENT IN ITS ENTIRETY AND PERMANENT INJUNCTION; JUDGMENT THEREON [CAL. CIV. PROC. CODE § 664.6]

IMAGED FILE

Plaintiffs the People of the State of California and City of San Diego, a municipal corporation, appearing by and through their attorneys, Mara W. Elliott, City Attorney, and Paul F. Prather, Supervising Deputy City Attorney, and Defendants IP INVESTMENTS, LLC, a Delaware Limited Liability Company, and RAMI AMIR, an individual, appearing by and through their attorney, Matthew Khalil, Esq., enter into the following Stipulation for Entry of Final Judgment in full and final settlement of the above-captioned case without trial or adjudication of any issue of fact or law, and agree that a final judgment may be so entered:

1. This Stipulation for Entry of Final Judgment (Stipulation) is executed only between and among Plaintiffs the People of the State of California and City of San Diego (San Diego), a municipal corporation, and Defendants IP INVESTMENTS, LLC, a Delaware Limited Liability Company, and RAMI AMIR, an individual, who are named parties in the above-entitled action.

1 2. The parties to this Stipulation are parties to a civil suit pending in the Superior Court
2 of the State of California for the County of San Diego, entitled *The People of the State of*
3 *California and City of San Diego, a municipal corporation v. IP INVESTMENTS, LLC, a*
4 *Delaware Limited Liability Company; RAMI AMIR, an individual; and DOES 1 through 50,*
5 *inclusive.*

6 3. The parties wish to avoid the burden and expense of further litigation and accordingly
7 have determined to compromise and settle their differences in accordance with the provisions of
8 this Stipulation. Neither this Stipulation nor any of the statements or provisions contained herein
9 shall be deemed to constitute an admission or an adjudication of any of the allegations of the
10 Complaint. The parties to this Stipulation agree to resolve this action in its entirety as to them and
11 only them by mutually consenting to the entry of Final Judgment in its Entirety and Permanent
12 Injunction by the Superior Court.

13 4. The real property that is the subject of this Stipulation consists of three parcels of land
14 located at 805 West Cedar Street, San Diego, CA 92101 and 1560 California Street, San Diego,
15 CA 92101 (Property), identified with two Assessor's Parcel Numbers: 533-321-08-00 and 533-
16 321-09-00. The legal description of the Property, as described in document number 2017-
17 0420057, recorded on September 13, 2017, in the Office of the County Recorder of San Diego is:

18 PARCEL 1: (PORTION OF APN: 533-321-08-00)
19 THE NORTH 12.00 FEET OF RIGHT OF WAY LOT 10 AND
20 ALL OF RIGHT OF WAY LOT 11, OF MIDDLETOWN, IN THE
21 CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF
22 CALIFORNIA, ACCORDING TO THE PARTITION MAP
23 THEREOF MADE BY J. E. JACKSON, ON FILE IN THE
24 OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY.

25 PARCEL 2: (PORTION OF APN: 533-321-08-00)
26 THAT PORTION OF THE WEST HALF OF CALIFORNIA
27 STREET AS SHOWN ON MAP OF MIDDLETOWN, IN THE
28 CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF
29 CALIFORNIA, ACCORDING TO THE PARTITION MAP
30 THEREOF MADE BY J. J. JACKSON, FILED IN THE OFFICE
31 OF THE COUNTY CLERK OF SAN DIEGO COUNTY,
32 ADJOINING RIGHT OF WAY LOT 11 AND THE NORTH 12.00
33 FEET OF RIGHT OF WAY LOT 10, AS SHOWN ON SAID
34 MAP, ON THE EAST.

35 PARCEL 3: (APN: 533-321-09-00)
36 RIGHT OF WAY LOT 12 OF MIDDLETOWN, IN THE CITY OF

1 SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF
2 CALIFORNIA, ACCORDING TO MAP THEREOF NO. J.E.
3 JACKSON ON FILE IN THE OFFICE OF COUNTY RECORDER
4 OF SAN DIEGO COUNTY.

5 5. Plaintiffs allege that Defendants are maintaining building violations at the Property
6 that create a public nuisance, including dangerous building conditions that pose an imminent
7 threat to the health and safety of the public and first responders. The structures are supposed to be
8 vacant but are not boarded and secured properly, allowing transients to occupy the Property.
9 Police officers frequently respond to the Property to address complaints of criminal and nuisance
10 activity and fire department personnel regularly respond to extinguish fires inside the structures.
11 A transient encampment is often maintained in the vacant parking lot at the Property or in front of
12 805 West Cedar Street.

13 6. Defendant RAMI AMIR acknowledges that the Property is owned by Defendant IP
14 INVESTMENTS, LLC.

15 7. Defendant RAMI AMIR, as member and manager of IP INVESTMENTS, LLC,
16 acknowledges that he has authority to bind IP INVESTMENTS, LLC to the terms and provisions
17 of this Stipulation.

18 8. This action is brought under California law, and this Court has jurisdiction over the
19 subject matter, the Property, and each of the parties in this action.

20 **INJUNCTION**

21 9. The provisions of this Stipulation are applicable to Defendants, their successors and
22 assigns, any of their agents, officers, employees, representatives, and tenants, and all persons,
23 corporations or other entities acting by, through, under or on behalf of Defendants, and all
24 persons acting in concert with or participating with Defendants with actual or constructive
25 knowledge of this Stipulation and Injunction. **Effective immediately**, Defendants and all persons
26 mentioned above are hereby enjoined and restrained pursuant to California Business and
27 Professions Code section 17203, San Diego Municipal Code (Municipal Code) sections 12.0202
28 and 121.0311, California Code of Civil Procedure section 526, and under the Court's inherent

.....

1 equity powers, from engaging in or performing, directly or indirectly, any of the following acts at
2 the Property or anywhere else in the County of San Diego:

3 a. Maintaining, causing, or permitting the existence of a public nuisance in violation
4 of California Civil Code sections 3479 and 3480 and Municipal Code section 121.0302(b)(4);

5 b. Maintaining a vacant structure in violation of Municipal Code sections 54.0306
6 (Abandoned Properties Regulations) and 54.0308 (Standards for Boarding a Vacant Structure);

7 c. Maintaining unsanitary conditions, including drug paraphernalia which constitute
8 fire, health, or safety hazards, or an accumulation of trash and debris inside the buildings and
9 throughout the exterior and interior of the Property in violation of Municipal Code section
10 54.0208(a);

11 d. Maintaining unsafe, dilapidated, deteriorating, and decaying building conditions in
12 violation of the 2022 California Building Code as adopted by Municipal Code section 145.0103
13 and in violation of Municipal Code section 121.0302(a);

14 e. Maintaining fire hazards including, but not limited to, an excessive accumulation
15 of combustible items, inadequate fire suppression and fire alarm systems, inadequate emergency
16 egress exits, lack of fire rated construction of exterior walls, roof, interior walls, floors, and
17 ceiling assemblies in violation of the 2022 California Fire Code as adopted by Municipal Code
18 section 511.0101;

19 f. Maintaining dangerous or dilapidated fencing conditions in violation of Municipal
20 Code section 142.0380(a); and

21 g. Violating any local and state building and land use laws and regulations.

22 **COMPLIANCE MEASURES**

23 **Defendants agree to do the following at the Property:**

24 **10. Immediately but no later than 48 hours from the date of entry of this Stipulation:**

25 a. Clear all buildings and the parking lot of unauthorized occupants.

26 b. Remove all litter, waste, and trash from the exterior and interior of the buildings
27 and the parking lot.

28

1 c. Install “No Trespassing – Unsafe Building” signs throughout the perimeter of the
2 buildings.

3 d. Board and secure all openings of the buildings pursuant to the requirements of
4 Municipal Code section 54.0308. Once the buildings are boarded and secured, if buildings
5 become unsecured, Defendants agree to board and secure the buildings within five calendar days
6 from written notification by the City of San Diego.

7 e. Maintain all perimeter fencing in good working order to prevent all unauthorized
8 individuals from entry into the Property.

9 f. Employ a state licensed security guard seven days a week to visit the Property at
10 least three times per day, including at least once between the hours of 11:00 p.m. and 3:00 a.m.
11 and at least once between the hours of 6:00 a.m. and 9:00 a.m., to deter nuisance conduct, remove
12 unauthorized individuals from the Property and immediately report any criminal activity to the
13 San Diego Police Department.

14 **1560 California Street**

15 **11. Within 15 calendar days from the date of entry of this Stipulation:**

16 a. The Development Services Department (DSD) has declared the building addressed
17 as 1560 California Street to be a public nuisance per se and requires immediate demolition and
18 abatement. Defendants shall submit a digital application and plans and pay all applicable fees to
19 obtain all required permits to **demolish the building at 1560 California Street**. Per DSD, the
20 demolition of this building is exempted from the requirement to obtain a Coastal Development
21 Permit and a Site Development Permit to demolish the building.

22 b. The plans shall identify that the shared wall between 805 West Cedar Street (a
23 historically designated structure) and 1560 California Street (building to be demolished) will be
24 retained and that demolition work will occur at a sufficient distance (i.e., 3-5 feet) to protect the
25 historically designated structure from potential demolition impacts. The scope of work and
26 plan(s) will also state that no demolition/work is proposed to the building at 805 West Cedar
27 Street. The digital application and plans shall reference Building & Land Use Enforcement
28 Division (BLUE) case number CE-0507732 and include a copy of this Stipulation. Any future

1 development of the Property will require a Coastal Development Permit and Site Development
2 Permit.

3 c. If DSD or BLUE requests corrections to the plans or application or requests
4 additional documentation, Defendants agree to submit all required corrections or documentation
5 within 14 calendar days from the date of any such request.

6 d. **Within ten calendar days from the issuance of the demolition permit,**
7 Defendants shall commence demolition.

8 e. **Within 90 calendar days from obtaining the demolition permit,** final
9 inspections and approvals must be obtained from DSD field inspectors.

10 f. All building applications for permits must be submitted online at
11 <https://www.sandiego.gov/development-services>. BLUE will be reviewing the submitted plans for
12 enforcement compliance.

13 **805 West Cedar Street**

14 **12. Within 60 calendar days from the date of entry of this Stipulation:**

15 a. Defendants shall submit a digital application and plans to DSD to obtain all
16 required permits to either **demolish the building at 805 West Cedar Street** or develop the
17 premises. The digital application and plans shall reference BLUE case number CE-0507732 and
18 include a copy of this Stipulation.

19 b. A Coastal Development Permit and Site Development Permit will be required to
20 demolish or develop the premises located at 805 West Cedar Street.

21 c. If DSD or BLUE requests corrections to the plans or application or requests
22 additional documentation, Defendants agree to submit all required corrections or documentation
23 within 14 calendar days from the date of any such request.

24 d. **Within 30 calendar days from the issuance of the demolition or development**
25 **permits,** Defendants shall commence work.

26 e. **Within 90 calendar days from obtaining the required permits from DSD to**
27 **complete the demolition or development,** final inspections and approvals must be obtained from
28 DSD field inspectors.

1 f. All building applications for permits must be submitted online at
2 <https://www.sandiego.gov/development-services>. BLUE will be reviewing the submitted plans for
3 enforcement compliance.

4 **1560 California Street and 805 West Cedar Street**

5 13. File and maintain a current Letter of Agency for the Property with the San Diego
6 Police Department as required per Municipal Code section 54.0306(g). The Letter of Agency can
7 be submitted at <https://www.sandiego.gov/police/services/letter-of-agency>.

8 14. File and maintain a current Statement of Intent for the Property with the Building &
9 Land Use Enforcement Division of the San Diego Development Services Department as required
10 per Municipal Code section 54.0313.

11 15. Allow personnel from the City of San Diego access to the Property to inspect for
12 compliance with this Stipulation upon 24-hour verbal or written notice. Inspections shall occur
13 between the hours of 8:00 a.m. and 5:00 p.m. on regular business days.

14 **MONETARY RELIEF**

15 16. Defendants IP INVESTMENTS, LLC and RAMI AMIR shall pay the City of San
16 Diego for investigative costs incurred by the Building and Land Use Enforcement Division of the
17 Development Services Department **in the amount of \$3,994.80**. The City will mail an invoice to
18 Defendants IP INVESTMENTS, LLC and RAMI AMIR in c/o Matthew Khalil, Esq., Hadwan
19 Khalil, LLP, 10525 Via Sorrento Parkway, Suite 310, San Diego, CA 92121-2748. **Defendants**
20 **IP INVESTMENTS, LLC and RAMI AMIR must pay the investigative costs owed within 30**
21 **calendar days from the date of the invoice**. Payment of investigative costs can be made by
22 personal check, cashier's check, or money order payable to the City Treasurer and mailed to the
23 City of San Diego, P.O. Box 129030, San Diego, CA 92112 or delivered in person to the Office
24 of the City Treasurer, 1200 Third Avenue, Suite 100, San Diego, CA 92101. **Payment must be**
25 **accompanied by the corresponding invoice and the invoice number must be written on the**
26 **check or money order**.

27 17. Defendants IP INVESTMENTS, LLC and RAMI AMIR shall pay Plaintiff City of
28 San Diego civil penalties in the amount of \$200,000 pursuant to Municipal Code section

1 12.0202(b) in full satisfaction of all claims against Defendants arising from any of the past
2 violations alleged by Plaintiffs in this action. **\$142,500 of these penalties is immediately**
3 **suspended.** These suspended penalties shall only be imposed if Defendants fail to comply with
4 the terms of this Stipulation.

5 a. The City of San Diego will mail an invoice to Defendants IP INVESTMENTS,
6 LLC and RAMI AMIR in c/o Matthew Khalil, Esq., Hadwan Khalil, LLP, 10525 Via Sorrento
7 Parkway, Suite 310, San Diego, CA 92121-2748, **requiring payment of \$57,500 in civil**
8 **penalties owed. Defendants IP INVESTMENTS, LLC and RAMI AMIR must pay the civil**
9 **penalties owed within 90 calendar days from the date of the invoice.**

10 b. Payment of civil penalties can be made by personal check, cashier's check, or
11 money order payable to the City Treasurer and mailed to the City of San Diego, P.O. Box
12 129030, San Diego, CA 92112 or delivered in person to the Office of the City Treasurer, 1200
13 Third Avenue, Suite 100, San Diego, CA 92101. **Payment must be accompanied by the**
14 **corresponding invoice, and the invoice number must be written on the check or money**
15 **order.**

16 **ENFORCEMENT OF JUDGMENT**

17 18. In the event of default by Defendants as to any of the terms under this Stipulation, the
18 entire amount stayed in civil penalties shall be immediately due and payable as penalties to the
19 City of San Diego, and Plaintiffs shall be entitled to pursue all remedies provided by law for the
20 enforcement of this Final Judgment. Further, any amount in default shall bear interest at the
21 prevailing legal rate from the date of default until paid in full.

22 19. Nothing in this Final Judgment shall prevent any party from pursuing any remedies as
23 provided by law to subsequently enforce this Final Judgment or the provisions of the Municipal
24 Code, including criminal prosecution and civil penalties that may be authorized by the court
25 according to the Municipal Code at a cumulative rate of up to \$2,500 per day per violation.

26 20. Defendants agree that any act, intentional or negligent, or any omission or failure by
27 their contractors, successors, assigns, partners, members, agents, employees, or representatives to
28 comply with the requirements set forth above will be deemed to be the act, omission, or failure of

1 Defendants and shall not constitute a defense to a failure to comply with any part of this Final
2 Judgment. Further, should any dispute arise between any contractor, successor, assign, partner,
3 member, agent, employee, or representative of Defendants for any reason, Defendants agree that
4 such dispute shall not constitute a defense to any failure to comply with any part of this Final
5 Judgment, nor justify a delay in executing its requirements.

6 **RETENTION OF JURISDICTION**

7 21. The Court will retain jurisdiction for the purpose of enabling any of the parties to this
8 Final Judgment to apply to this Court at any time for such order or directions that may be
9 necessary or appropriate for the construction, operation, or modification of the Final Judgment, or
10 for the enforcement or compliance therewith.

11 **KNOWLEDGE AND ENTRY OF JUDGMENT**

12 22. By signing this Final Judgment, Defendants admit personal knowledge of the terms set
13 forth herein. Service by mail shall constitute sufficient notice for all purposes.

14 **IT IS SO STIPULATED.**

15 Dated: 11/21, 2023

MARA W. ELLIOTT, City Attorney

16 
17 By _____
18 Paul F. Prather
19 Supervising Deputy City Attorney

Attorneys for Plaintiffs


20 Dated: 08 / 05 / 2023, 2023

R-com
21 IP INVESTMENTS, LLC
22 RAMI AMIR, Manager

23 Dated: 08 / 05 / 2023, 2023

R-com
24 RAMI AMIR, an individual

25
26 Dated: 08 / 05 2023, 2023


27 _____
28 Attorney for Defendants IP
INVESTMENTS, LLC and RAMI AMIR

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Upon the stipulation of the parties hereto and upon their agreement to entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and good cause appearing therefore, IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 11/07/2023



JUDGE OF THE SUPERIOR COURT

The People of the State of California and City of San Diego v. IP INVESTMENTS, LLC, et al.