

FILED
Clerk of the Superior Court

AUG 09 2018

By: P. Ashworth, Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

WILLIAM L. HOUSE, an individual;
LINDA K. HOUSE, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2018-00034064-CU-MC-CTL

JUDGE: HON. EDDIE C. STURGEON

~~[PROPOSED]~~ ORDER FOR
CONFIRMATION OF RECEIVER,
ABATEMENT OF A PUBLIC
NUISANCE, AND INJUNCTIVE RELIEF

IMAGED FILE

This matter came on for hearing on August 9, 2018 at 8:30 a.m. in Department C-67, the Honorable Eddie C. Sturgeon, Judge Presiding. Deputy City Attorney Onuoma Omordia appeared on behalf of Plaintiffs, the People of the State of California and City of San Diego.

no appearance appeared on behalf of Defendant William L. House; and

no appearance appeared on behalf of Defendant Linda K. House.

Upon reading Plaintiffs' Motion, the supporting Memorandum of Points and Authorities, and all supporting declarations and exhibits on file in this action, and good cause appearing, the Court finds and Orders:

.

.

.

1 FINDINGS OF FACT

2 1. The owners of record of the property located at 4081 Forney Avenue in the City of
3 San Diego, California 92117 (PROPERTY), are William L. House and Linda K. House
4 (Defendants).

5 2. The PROPERTY is substandard as defined per California Health and Safety Code
6 (Cal. Health & Safety Code) section 17920.3 and is a public nuisance. The conditions existing at
7 the PROPERTY violate the Cal. Health & Safety Code and the San Diego Municipal Code.

8 3. The violations at the PROPERTY are so extensive and of such a nature that they
9 substantially endanger the health and safety of the occupants and the general public.

10 4. The City, as a local enforcement agency, issued and served notices and orders to
11 vacate and repair to Defendants pursuant to Cal. Health & Safety Code section 17980.6.

12 5. Defendants have been afforded a reasonable opportunity to correct the conditions cited
13 in the City's notices and orders and has failed to comply as requested.

14 6. The PROPERTY'S substandard conditions will likely persist unless the Court
15 appoints a receiver to take possession of the PROPERTY and undertake its rehabilitation.

16 7. Cal. Health & Safety Code section 17980.7(c) and the Court's inherent equitable
17 powers authorize the Court to appoint a receiver to take possession of the PROPERTY and
18 undertake its rehabilitation.

19 8. Defendants and all persons with an interest in the PROPERTY were afforded notice of
20 the City's intent to petition the Court for appointment of a receiver over the PROPERTY.

21 9. Richardson Griswold, as the City's receiver nominee, has demonstrated the capacity
22 and expertise to undertake and supervise the rehabilitation of the PROPERTY.

23 CONFIRMATION OF A RECEIVER

24 **IT IS HEREBY ORDERED:**

25 1. Richardson Griswold (Receiver) is confirmed as the Receiver of the PROPERTY per
26 the Ex Parte Order issued by this Court on July 31, 2018, and pursuant to Cal. Health & Safety
27 Code section 17980.7(c); and is given those powers granted under Code of Civil Procedure
28 section 568; Cal. Health & Safety Code section 17980.7(c)(4); this Order; and future orders of the

1 Court. The Receiver is to take full control and possession of the PROPERTY and to take such
2 actions as necessary to abate the public nuisance and to remedy all State and local housing code
3 violations.

4 2. If the Receiver has not done so, then within ten calendar days after this Order is
5 entered, the Receiver shall 1) execute and file with the Court a Receiver's Oath; and 2) file a bond
6 with the Court as required per Code of Civil Procedure section 567(b) in the amount of \$10,000
7 to secure the faithful performance of his duties.

8 3. The Receiver shall have the following powers and duties, including but not limited to:

9 a. Take full and complete control of the PROPERTY;

10 b. Enter and inspect the PROPERTY;

11 c. Remove all trash, junk, and debris from the interior and exterior of the
12 PROPERTY as soon as practically possible;

13 d. Maintain the PROPERTY vacant during the pendency of the receivership, should
14 the Receiver believe vacating the PROPERTY to be required to safely and adequately carry out
15 the purposes of this receivership. If Defendants or any occupant refuses to vacate the
16 PROPERTY, the Receiver may obtain a writ of possession, or equivalent legal authority under
17 the circumstances, to remove the Defendants or any occupant from the PROPERTY;

18 e. Secure the PROPERTY and prohibit the entry of unauthorized individuals;

19 f. Post "No Trespassing" signs at the PROPERTY that are visible from the public
20 right-of-way and file a Letter of Agency with the San Diego Police Department, Northern
21 Division;

22 g. Manage the PROPERTY and pay expenses for the operation of the PROPERTY,
23 including taxes, insurance, utilities, general maintenance, and debt secured by an interest in the
24 PROPERTY;

25 h. Secure a cost estimate and construction plan from a licensed contractor to make
26 the repairs necessary to correct the conditions cited in the City's Notices and to correct any other
27 conditions found during an inspection of the PROPERTY;

28

1 i. Enter into contracts and employ a licensed contractor as necessary to correct the
2 conditions cited in the City's Notices and to correct any other conditions found during an
3 inspection of the PROPERTY, and further, consult with and/or employ appropriate counseling
4 services to assist receiver in dealing with or helping Defendants;

5 j. Borrow funds to pay for repairs necessary to correct the substandard housing
6 conditions existing at the PROPERTY, and secure that debt, with Court approval, with a recorded
7 priority lien on the PROPERTY. The lien shall take priority over all existing encumbrances on
8 the PROPERTY, except tax liens; and

9 k. Exercise the powers granted to receivers under section 568 of the California Code
10 of Civil Procedure, including the power to sell the PROPERTY, if necessary.

11 4. Pursuant to Cal. Health & Safety Code section 17980.7(c)(3), that Defendants and
12 their agents be enjoined from:

13 a. Collecting any rents from the PROPERTY;

14 b. Interfering with the Receiver in the operation of the PROPERTY; and

15 c. Encumbering or transferring the PROPERTY, or any portion of the PROPERTY,
16 during the receivership period.

17 5. The Receiver will offer counseling, therapy, or treatment services to Defendants to
18 address the existence of any mental illness related to Defendants' hoarding behavior and Post
19 Traumatic Stress Disorder (PTSD). This includes contacting the Veteran's Affairs (VA)
20 Healthcare System for any such available services.

21 6. The City has incurred, and will continue to incur expenses and costs. The City is
22 entitled to recover those costs from Defendants pursuant to Cal. Health & Safety Code section
23 17980.7(d)(1) as a priority lien on the PROPERTY.

24 7. The Receiver is permitted to fund an initial \$15,000 receivership certificate with
25 super-priority status to cover the costs of securing the PROPERTY and the initial costs of the
26 receivership.

27 8. If an order issued by the Receiver under the direction of this Court is refused by any
28 person, the Receiver is authorized to enlist the assistance of law enforcement to ensure

1 compliance with the Order. Law enforcement officers are authorized to employ all reasonably
2 necessary measures to secure cooperation and compliance with the order issued by the Receiver,
3 including but not limited to, the use of forced entry onto/into the PROPERTY should consent to
4 enter be refused.

5 9. Failure to comply with this Order, or any other orders issued by the Court, shall be
6 punishable by civil contempt pursuant to Cal. Health & Safety Code section 17995–17995.5, and
7 any other penalties and fines the Court deems appropriate.

8 10. The Receiver shall be entitled to receive compensation for his services at a rate of
9 \$295/hour, for the repair of the PROPERTY, as well as reimbursement for expenses per Cal.
10 Health & Safety Code section 17980.7(c)(5).

11 11. The Receiver shall prepare monthly accounting reports in accordance with Cal. Health
12 & Safety Code section 17980.7(c)(8), and file them with the Court. The monthly accounting
13 reports must also be served on all parties.

14 12. The Receiver shall not be discharged until the conditions cited in the City’s Notices
15 have been remedied in accordance with the court order or judgment and a complete accounting of
16 all costs and repairs has been delivered to the Court as required per Cal. Health & Safety Code
17 section 17980.7(c)(9).

18 13. The Receiver shall not be held liable for the removal and disposal of any personal
19 property.

20 14. The Receiver shall permit City inspectors, law enforcement, and Plaintiffs reasonable
21 access to the PROPERTY to inspect for compliance and cooperate with the City and law
22 enforcement as necessary.

23 15. The receivership shall be in full force and effect until this Court terminates the
24 receivership.

25 16. After discharging the Receiver, the court shall retain jurisdiction for up to 18 months
26 and require Defendants and the City to report to the court in accordance with a schedule
27 determined by this Court.

28

