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FILED
Clerk of the Superior Court

JUN 05 2020

By: B. DELGADO

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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.

YUK YUEN YU, an individual;
BEATRICE YU, an individual;
MING SHUW LIN also known as
MICHELLE LIN, an individual;
MARK ROGERS, an individual; and
DOES 1 through 50, inclusive.

Defendants.

Case No. 37-2019-00060012-CU-MC-CTL

STIPULATION FOR ENTRY OF FINAL
JUDGMENT IN ITS ENTIRETY AND
PERMANENT INJUNCTION;
JUDGMENT THEREON [CCP § 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, Deputy City Attorney, and Defendant Michelle Lin (LIN), formerly known as Ming Shuw Lin, appearing by and through her attorney Robert C. Martinez, 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, a municipal

1 corporation, and LIN, an individual (Defendant), who are named parties in the above-entitled
2 action.

3 2. The parties to this Stipulation are parties to a civil suit pending in the Superior Court
4 of the State of California for the County of San Diego, entitled *The People of the State of*
5 *California and City of San Diego, a municipal corporation v. YUK YUEN YU, an individual;*
6 *BEATRICE YU, an individual; MICHELLE LIN, an individual; MARK ROGERS, an individual;*
7 *and DOES 1 through 50, inclusive.*

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

15 4. The real property that is the subject of this Stipulation consists of one parcel of land
16 located at 5128 Ewing Street, San Diego, California 92115 (Property).

17 5. Defendant LIN at all times relevant to this action, was and is the property manager of
18 the real property located at 5128 Ewing Street, San Diego, California, 92115.

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

21 INJUNCTION

22 7. The provisions of this Stipulation are applicable to Defendant, her successors and
23 assigns, any of their agents, officers, employees, representatives, and tenants, and all persons,
24 corporations or other entities acting by, through, under or on behalf of Defendant, and all persons
25 acting in concert with or participating with Defendant with actual or constructive knowledge of
26 this Stipulation and Injunction. **Effective immediately,** Defendant and all persons mentioned
27 above are hereby enjoined and restrained pursuant to California Business and Professions Code
28 (Cal. Bus. & Prof. Code) section 17203, San Diego Municipal Code (SDMC) sections 12.0202

1 and 121.0311, California Code of Civil Procedure section 526, and under the Court's inherent
2 equity powers, from engaging in or performing, directly or indirectly, any of the following acts at
3 the Property or anywhere else in the City and County of San Diego:

4 a. Keeping, maintaining, operating, or allowing the operation of an unlicensed
5 Community Care Facility as defined per California Health and Safety Code (Cal. Health & Safety
6 Code) section 1503.5(a) in violation of Cal. Health & Safety Code section 1508.

7 b. Keeping, maintaining, operating, or allowing the operation of an unlicensed
8 Residential Care Facility for the Elderly as defined by Cal. Health & Safety Code section
9 1569.44, in violation of Cal. Health & Safety Code sections 1569.10 and 1569.46.

10 c. Keeping, maintaining, operating or allowing the operation of a facility or business
11 with substandard housing conditions in violation of Cal. Health & Safety Code section 17920.3.

12 d. Keeping, maintaining, operating, or allowing the operation of any business at the
13 Property in violation of any of the provisions of the City's Land Development Code, without
14 required permits, contrary to permit conditions, or without a required variance in violation of
15 SDMC section 121.0302.

16 e. Engaging in any business, trade, calling, or occupation without obtaining a
17 Business Tax Certificate as required per SDMC section 31.0121.

18 f. Maintaining, causing, or permitting the existence of a public nuisance in violation
19 of California Civil Code sections 3479 and 3480, Cal. Health & Safety Code section 17920.3(c),
20 and SDMC section 121.0302(b)(4).

21 g. Maintaining premises without adequate egress in violation of Cal. Health & Safety
22 Code section 17920.3 (l).

23 h. Maintaining or performing any construction work without first obtaining all
24 required permits in violation of SDMC section 129.0202.

25 i. Maintaining an infestation of insects, vermin, or rodents in violation of Cal. Health
26 & Safety Code section 17920.3(a)(12).

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1 j. Maintaining or performing electrical modifications without first obtaining all
2 required permits in violation of SDMC section 129.0302 and Cal. Health & Safety Code section
3 17920.3(d).

4 k. Maintaining or allowing the occupancy of a building for purposes not designated
5 or intended for those occupancies in violation of Cal. Health & Safety Code section 17920.3(n).

6 l. Maintaining junk, trash, debris, and excessive storage in violation of Cal. Health &
7 Safety Code section 17920.3(j).

8 m. Maintaining illegal and dilapidated fencing in violation of SDMC sections
9 142.0305(b), 142.0310, and 142.0380(a).

10 n. Performing or maintaining plumbing modifications in violation of Cal. Health &
11 Safety Code section 17920.3(e) and SDMC section 129.0402.

12 o. Keeping or maintaining a building without the required carbon monoxide detectors
13 and smoke detectors in violation of California Residential Code sections R315.1 and R314.1.

14 p. Violating any local and state building and land use law or regulations.

15 COMPLIANCE MEASURES

16 8. Within 15 calendar days from the date Defendant signs this Stipulation, cease
17 managing the Property.

18 9. Within 15 calendar days from the date Defendant signs this Stipulation, cease
19 maintaining, operating, or allowing the operation of an unlicensed Community Care Facility,
20 unlicensed Residential Care Facility for the Elderly, or any other facility or business at the
21 Property.

22 MONETARY RELIEF

23 10. Defendant shall pay Plaintiff City of San Diego, civil penalties in the amount of
24 \$250,000 pursuant to SDMC section 12.0202(b), in full satisfaction of all claims against
25 Defendant arising from any of the past violations alleged by Plaintiffs in this action. \$200,000 of
26 these penalties is immediately suspended.

27 a. After the court approves this stipulated judgment, the City of San Diego will
28 separately mail an invoice to Defendant Michelle Lin, in c/o Robert C. Martinez, 7185 Navajo

1 Road, San Diego, CA 92119, requiring the payment of \$50,000 in civil penalties owed.
2 Defendant must pay the civil penalties owed within 30 calendar days from the date of the
3 invoice.

4 b. Payment of civil penalties can be made by personal check, cashier's check, or
5 money order payable to the City Treasurer and can be paid by mail or in person at the Office of
6 the City Treasurer, 1200 Third Avenue, Suite 100, San Diego, CA 92101. Payment must be
7 accompanied by the corresponding invoice, and the invoice number must be written on the
8 check or money order.

9 c. These suspended penalties shall only be imposed if Defendant fails to comply with
10 the terms of this Stipulation. Before seeking imposition of the civil penalties stayed for
11 Defendant's failure to comply with paragraph 7 c through p above, Plaintiff City of San Diego
12 agrees to provide Defendant written notice of the alleged violation and provide Defendant with
13 30 calendar days to cure the violation.

14 ENFORCEMENT OF JUDGMENT

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

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

24 4. Defendant agrees that any act, intentional or negligent, or any omission or failure by
25 her contractors, successors, assigns, partners, members, agents, employees or representatives to
26 comply with the requirements set forth above will be deemed to be the act, omission, or failure of
27 Defendant and shall not constitute a defense to a failure to comply with any part of this Final
28 Judgment. Further, should any dispute arise between any contractor, successor, assign, partner,

1 member, agent, employee or representative of Defendant for any reason, Defendant agrees that
2 such dispute shall not constitute a defense to any failure to comply with any part of this Final
3 Judgment, nor justify a delay in executing its requirements.

4 **RETENTION OF JURISDICTION**

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

9 **KNOWLEDGE AND ENTRY OF JUDGMENT**

10 6. By signing this Final Judgment, Defendant admits personal knowledge of the terms set
11 forth herein. Service by mail shall constitute sufficient notice for all purposes.

12 7. The clerk is ordered to immediately enter this Final Judgment.


13 **IT IS SO STIPULATED.**

14 Dated: May 15, 2020


MARA W. ELLIOTT, City Attorney

15
16 By 
17 Paul F. Prather
18 Deputy City Attorney
19 Attorneys for Plaintiffs

19 Dated: May 11, 2020


20 Defendant Michelle Lin, formerly known as
21 Ming Shuw Lin

22 Dated: 5/11, 2020


23 Robert C. Martinez
24 Attorney for Defendant Michelle Lin,
25 formerly known as Ming Shuw Lin

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

Dated: 05-20

JUDGE OF THE SUPERIOR COURT 22

RICHARD E.L. STRAUSS