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FILED
Clerk of the Superior Court

JUN 05 2020

By: B. DELGADO

JUN 22 2020 1:18

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.

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 Mark Rogers (ROGERS), appearing by and through his attorney Douglas A. Oden, 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 corporation, and Defendant ROGERS, an individual (Defendant), who are named parties in the above-entitled action.

- 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 City and County of San Diego:
- 3 a. Keeping, maintaining, operating, or allowing the operation of an unlicensed
4 Community Care Facility as defined per California Health and Safety Code (Cal. Health & Safety
5 Code) section 1503.5(a) in violation of Cal. Health & Safety Code section 1508.
 - 6 b. Keeping, maintaining, operating, or allowing the operation of an unlicensed
7 Residential Care Facility for the Elderly as defined by Cal. Health & Safety Code section
8 1569.44, in violation of Cal. Health & Safety Code sections 1569.10, and 1569.46.
 - 9 c. Keeping, maintaining, operating or allowing the operation of a facility or business
10 with substandard housing conditions in violation of Cal. Health & Safety Code section 17920.3.
 - 11 d. Keeping, maintaining, operating, or allowing the operation of any business at the
12 Property in violation of any of the provisions of the City's Land Development Code, without
13 required permits, contrary to permit conditions, or without a required variance in violation of
14 SDMC section 121.0302.
 - 15 e. Engaging in any business, trade, calling, or occupation without obtaining a
16 Business Tax Certificate as required per SDMC section 31.0121.
 - 17 f. Maintaining, causing, or permitting the existence of a public nuisance in violation
18 of California Civil Code sections 3479 and 3480, Cal. Health & Safety Code section 17920.3(c),
19 and SDMC section 121.0302(b)(4).
 - 20 g. Maintaining premises without adequate egress in violation of Cal. Health & Safety
21 Code section 17920.3 (l).
 - 22 h. Maintaining or performing any construction work without first obtaining all
23 required permits in violation of SDMC section 129.0202.
 - 24 i. Maintaining an infestation of insects, vermin, or rodents in violation of Cal. Health
25 & Safety Code section 17920.3(a)(12).
 - 26 j. Maintaining or performing electrical modifications without first obtaining all
27 required permits in violation of SDMC section 129.0302 and Cal. Health & Safety Code section
28 17920.3(d).

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

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

5 m. Maintaining illegal and dilapidated fencing in violation of SDMC sections
6 142.0305(b), 142.0310, and 142.0380(a).

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

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

11 COMPLIANCE MEASURES

12 8. **Within seven calendar days from the date Defendant signs this Stipulation, vacate**
13 **the Property and cease operating or maintaining any type of facility or business at the Property.**

14 MONETARY RELIEF

15 9. Defendant shall pay Plaintiff City of San Diego, civil penalties in the amount of
16 \$110,000 pursuant to SDMC section 12.0202(b), in full satisfaction of all claims against
17 Defendant arising from any of the past violations alleged by Plaintiffs in this action. **\$100,000 of**
18 **these penalties is immediately suspended.**

19 a. The City of San Diego will separately mail two invoices to Defendant Mark
20 Rogers, in c/o Douglas A. Oden, 701 B Street, Suite 540, San Diego, CA 92101, **requiring the**
21 **payment of \$10,000 in civil penalties owed as follows:**

22 i. Payment of \$5,000 in civil penalties to be paid within 45 calendar days from
23 the date of the first invoice; and,

24 ii. Payment of \$5,000 in civil penalties to be paid within 90 calendar days from
25 the date of the second invoice.

26 b. Payment of civil penalties can be made by personal check, cashier's check, or
27 money order payable to the City Treasurer and can be paid by mail or in person at the Office of
28 the City Treasurer, 1200 Third Avenue, Suite 100, San Diego, CA 92101. **Payment must be**

1 accompanied by the corresponding invoice, and the invoice number must be written on the
2 check or money order.

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

8 **ENFORCEMENT OF JUDGMENT**

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

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

18 12. Defendant agrees that any act, intentional or negligent, or any omission or failure by
19 his contractors, successors, assigns, partners, members, agents, employees or representatives to
20 comply with the requirements set forth above will be deemed to be the act, omission, or failure of
21 Defendant and shall not constitute a defense to a failure to comply with any part of this Final
22 Judgment. Further, should any dispute arise between any contractor, successor, assign, partner,
23 member, agent, employee or representative of Defendant for any reason, Defendant agrees that
24 such dispute shall not constitute a defense to any failure to comply with any part of this Final
25 Judgment, nor justify a delay in executing its requirements.

26 **RETENTION OF JURISDICTION**

27 13. The Court will retain jurisdiction for the purpose of enabling any of the parties to this
28 Final Judgment to apply to this Court at any time for such order or directions that may be

1 necessary or appropriate for the construction, operation or modification of the Final Judgment, or
2 for the enforcement or compliance therewith.

3 **KNOWLEDGE AND ENTRY OF JUDGMENT**

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

6 15. The clerk is ordered to immediately enter this Final Judgment.

7 **IT IS SO STIPULATED.**

8 Dated: 3-2, 2020

MARA W. ELLIOTT, City Attorney

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10 By 

Paul F. Prather
Deputy City Attorney

11
12 Attorneys for Plaintiffs

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15 Dated: 2/12, 2020


Mark Rogers, an individual

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18 Dated: 2/12, 2020


Douglas A. Oden
Attorney for Defendant Mark Rogers

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

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27 Dated: 6-5-20


RICHARD E.L. STRAUSS
JUDGE OF THE SUPERIOR COURT 70