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FILED
Clerk of the Superior Court

JUN 05 2020

By: B. DELGADO

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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 Defendants YUK YUEN YU, an individual; and BEATRICE YU, an individual, appearing by and through their attorney Eric W. Ching, Ching, Seto & Zhang, APC., 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 Defendants YUK YUEN YU, an individual; and BEATRICE YU, an individual
2 (Defendants), who are named parties in the above-entitled 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; MING SHUW LIN also known as MICHELLE LIN, an individual;*
7 *MARK ROGERS, an individual; 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), identified as Assessor's
17 Parcel Number 467-082-11-00. The legal description of the parcel as recorded in the Office of the
18 County Recorder of San Diego is:

19 Lot 77, of COSGROVE MESA, in the City of San Diego, County
20 of San Diego, State of California, according to Map thereof No.
21 2708, filed in the Office of the County Recorder of San Diego
County, September 27, 1950.

22 5. Defendants YUK YUEN YU and BEATRICE YU (collectively Yu), at all times
23 relevant to this action, were and are the owners of record and lessors of the real property located
24 at 5128 Ewing Street, San Diego, California, 92115.

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

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INJUNCTION

7. The provisions of this Stipulation are applicable to Defendants, their successors and assigns, any of their agents, officers, employees, representatives, and tenants, and all persons, corporations or other entities acting by, through, under or on behalf of Defendants, and all persons acting in concert with or participating with Defendants with actual or constructive knowledge of this Stipulation and Injunction. **Effective immediately**, Defendants and all persons mentioned above are hereby enjoined and restrained pursuant to California Business and Professions Code (Cal. Bus. & Prof. Code) section 17203, San Diego Municipal Code (SDMC) sections 12.0202 and 121.0311, California Code of Civil Procedure section 526, and under the Court's inherent equity powers, from engaging in or performing, directly or indirectly, any of the following acts at the Property or anywhere else in the City and County of San Diego:

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

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

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

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

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

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

- 1 g. Maintaining premises without adequate egress in violation of Cal. Health & Safety
2 Code section 17920.3 (l).
- 3 h. Maintaining or performing any construction work without first obtaining all
4 required permits in violation of SDMC section 129.0202.
- 5 i. Maintaining an infestation of insects, vermin, or rodents in violation of Cal. Health
6 & Safety Code section 17920.3(a)(12).
- 7 j. Maintaining or performing electrical modifications without first obtaining all
8 required permits in violation of SDMC section 129.0302 and Cal. Health & Safety Code section
9 17920.3(d).
- 10 k. Maintaining or allowing the occupancy of a building for purposes not designated
11 or intended for those occupancies in violation of Cal. Health & Safety Code section 17920.3(n).
- 12 l. Maintaining junk, trash, debris, and excessive storage in violation of Cal. Health &
13 Safety Code section 17920.3(j).
- 14 m. Maintaining illegal and dilapidated fencing in violation of SDMC sections
15 142.0305(b), 142.0310, and 142.0380(a).
- 16 n. Performing or maintaining plumbing modifications in violation of Cal. Health &
17 Safety Code section 17920.3(e) and SDMC section 129.0402.
- 18 o. Keeping or maintaining a building without the required carbon monoxide detectors
19 and smoke detectors in violation of California Residential Code sections R315.1 and R314.1.
- 20 p. Violating any local and state building and land use law or regulations.

21 **COMPLIANCE MEASURES**

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

- 23 **8. Prior to any occupation of the Property, hire a licensed pest control company to**
24 **abate and treat all areas infested by insects, vermin, and rodents and provide a post-treatment**
25 **report to Building Inspector Michelle Ruiz confirming the abatement and resolution of the**
26 **infestation.**
- 27 **9. Within 60 calendar days from the date Defendants sign this Stipulation:**
- 28 a. Repair all dilapidated fences and walls.

1 b. Remove all outdoor storage, rubbish, trash and debris from the exterior of the
2 premises. All items are to be disposed of off-site.

3 **10. Within 60 calendar days from the date Defendants sign this Stipulation,** submit an
4 application and two sets of plans prepared by a registered professional to the Code Enforcement
5 Division (CED), attention Building Inspector Michelle Ruiz, to correct all building code
6 violations and restore the premises to its last approved configuration. The plans must address the
7 unpermitted patio cover and shed that were removed without the required permits.

8 a. **Within 30 calendar days after CED approves the application and plans,**
9 submit the application and plans to the Development Services Department (DSD) to obtain all
10 required permits to correct the building code violations.

11 b. If CED or DSD requests corrections to the plans or application, or additional
12 documentation, all required corrections and documentation must be submitted **within 30**
13 **calendar days from the date of any such request.**

14 **11. Within 15 calendar days from the date Defendants sign this Stipulation,** cease
15 maintaining, operating, or allowing the operation of an unlicensed Community Care Facility,
16 unlicensed Residential Care Facility for the Elderly, or any other facility or business.

17 a. **If the current lessee or sub-lessees refuse to voluntarily vacate the Property,**
18 Defendants shall in good faith use all legal remedies available, including but not limited to
19 prosecuting an unlawful detainer action, to evict the current lessee, sublessees or the appropriate
20 party responsible for the leasehold as specified in the Notice and Order issued by the City on
21 April 15, 2019.

22 **12. Employ and maintain an experienced property manager.** The property manager must
23 have a minimum of five years of experience working with property owners that lease residential
24 properties. Defendants will provide the property manager's resume and contact information to
25 Plaintiffs at least 30 calendar days prior to any occupation of the Property.

26 **13. Do not permit a resident or lessee to assign the lease or to sublease any portion of the**
27 **Property when entering into leasehold agreements.**

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1 14. Maintain an active pest control contract with a licensed pest control company to treat
2 the premises monthly. Defendants will provide a copy of the pest control contract to Plaintiffs
3 prior to any occupation of the Property.

4 15. Allow personnel from the City of San Diego access to the Property to inspect and
5 monitor for compliance with this agreement, upon 24-hour verbal or written notice. Inspections
6 shall occur between the hours of 8:00 a.m. and 5:00 p.m.

7 **MONETARY RELIEF**

8 16. Defendants shall jointly and severally pay the City of San Diego for investigative
9 costs incurred by the Code Enforcement Division of the Development Services Department in the
10 amount of \$4,140.68 and for relocation benefits advanced by the City pursuant to Cal.
11 Health & Safety Code sections 17975-17975.6 in the amount of \$27,000, for a total of
12 \$31,140.68. The City of San Diego will separately mail an invoice to the Defendants requiring the
13 payment of investigative costs and relocation benefits. The invoice will be mailed to Yuk Yuen
14 Yu and Beatrice Yu in c/o Eric W. Ching, Attorney at Law, 6650 Lusk Boulevard, Suite B203,
15 San Diego, CA 92121. Defendants must pay the investigative costs and relocation benefits
16 owed within 30 calendar days from the date of the invoice. Payment of investigative costs and
17 relocation benefits can be made by personal check, cashier's check, or money order payable to the
18 City Treasurer and can be paid by mail or in person at the Office of the City Treasurer, 1200
19 Third Avenue, Suite 100, San Diego, CA 92101. Payment must be accompanied by the
20 corresponding invoice and the invoice number must be written on the check or money
21 order.

22 17. Defendants shall jointly and severally pay Plaintiff City of San Diego, civil penalties
23 in the amount of \$1,000,000 pursuant to SDMC section 12.0202(b), in full satisfaction of all
24 claims against Defendants arising from any of the past violations alleged by Plaintiffs in this
25 action. \$824,000 of these penalties are immediately suspended. These suspended penalties
26 shall only be imposed if Defendants fail to comply with the terms of this Stipulation.

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- 1 a. The City of San Diego will separately mail three invoices to Defendants Yuk Yuen
2 Yu and Beatrice Yue in c/o Eric W. Ching, Attorney at Law, 6650 Lusk Boulevard, Suite B203,
3 San Diego, CA 92121, requiring payment of the \$176,000 in civil penalties owed as follows:
4 i. Payment of \$59,000 in civil penalties to be paid within 180 calendar days
5 from the date of the first invoice;
6 ii. Payment of \$59,000 in civil penalties to be paid within 360 calendar days
7 from the date of the second invoice; and,
8 iii. Payment of \$58,000 in civil penalties to be paid within 540 calendar days
9 from the date of the third 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 can be paid by mail or in person at the Office of
12 the City Treasurer, 1200 Third Avenue, Suite 100, San Diego, CA 92101. Payment must be
13 accompanied by the corresponding invoice, and the invoice number must be written on the
14 check or money order.
15 c. Thirty-six thousand dollars (\$36,000) of the civil penalties paid by Defendants in
16 this case will be provided to victims as restitution pursuant to Cal. Bus. & Prof. Code section
17 17203.

18 **ENFORCEMENT OF JUDGMENT**

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

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

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1 20. Defendants agree that any act, intentional or negligent, or any omission or failure by
2 their contractors, successors, assigns, partners, members, agents, employees or representatives to
3 comply with the requirements set forth above will be deemed to be the act, omission, or failure of
4 Defendants and shall not constitute a defense to a failure to comply with any part of this Final
5 Judgment. Further, should any dispute arise between any contractor, successor, assign, partner,
6 member, agent, employee or representative of Defendants for any reason, Defendants agree that
7 such dispute shall not constitute a defense to any failure to comply with any part of this Final
8 Judgment, nor justify a delay in executing its requirements.

9 **RETENTION OF JURISDICTION**

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

14 **KNOWLEDGE AND ENTRY OF JUDGMENT**

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

17 23. The clerk is ordered to immediately enter this Final Judgment.

18 **RECORDATION OF JUDGMENT**

19 24. A certified copy of this Judgment shall be filed in the Office of the San Diego County
20 Recorder pursuant to the legal description of the Property.

21 **IT IS SO STIPULATED.**

22 Dated: 3-2, 2020

MARA W. ELLIOTT, City Attorney

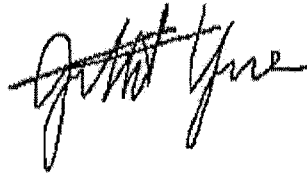
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24 By 

Paul F. Prather
Deputy City Attorney

25 Attorneys for Plaintiffs
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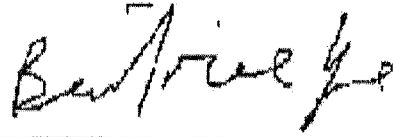
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Dated: 2/20, 2020




Yuk Yuen Yu, an individual

Dated: 2/20, 2020



Beatrice Yu, an individual

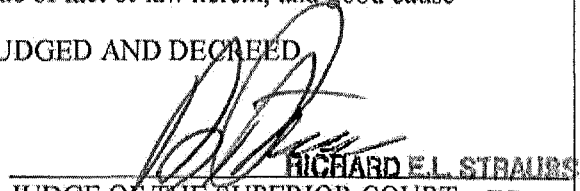
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Eric W. Ching
Attorney for Defendants Yuk Yuen Yu
and Beatrice Yu

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: 6-5-20



RICHARD E.L. STRAUB
JUDGE OF THE SUPERIOR COURT

*People of the State of California and City of San Diego v. Yuk Yuen Yu, et al.,
Superior Court Case No. 37-2019-00060012-CU-MC-CTL*