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No Fee GC § 6103

13 SUPERIOR COURT OF CALIFORNIA

14 COUNTY OF SAN DIEGO

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

18 Plaintiffs,

19 v.

20 CAYDON SAN DIEGO PROPERTY LLC, a  
21 Delaware Limited Liability Company;  
22 CAYDON USA HOLDING LLC, a Texas  
23 Foreign Limited Liability Company and a  
24 Delaware Limited Liability Company;  
25 CAYDON USA PROPERTY GROUP, LLC, a  
26 Delaware Limited Liability Company;  
27 MATTHEW HUTTON, Receiver and Manager  
28 of CAYDON USA PROPERTY GROUP  
HOLDINGS PTY LTD; and  
DOES 1 through 50, inclusive,

Defendants.

Case No.

UNLIMITED JURISDICTION

COMPLAINT FOR INJUNCTION, CIVIL  
PENALTIES AND OTHER EQUITABLE  
RELIEF

(1) MAINTENANCE OF A PUBLIC  
NUISANCE (CALIFORNIA CIVIL  
CODE SECTIONS 3479 AND 3480);  
AND

(2) VIOLATIONS OF THE SAN DIEGO  
MUNICIPAL CODE

22 Plaintiffs, the People of the State of California and City of San Diego, a municipal  
23 corporation, appearing by and through their attorneys, Mara W. Elliott, City Attorney, and David  
24 E. Miller, Deputy City Attorney, allege the following based upon information and belief:

25 **JURISDICTION AND VENUE**

26 1. Plaintiffs, the People of the State of California and City of San Diego, a municipal  
27 corporation (Plaintiffs), by this action and pursuant to California Code of Civil Procedure sections  
28 526 and 731 and San Diego Municipal Code (Municipal Code or SDMC) sections 12.0202 and

1 121.0311, seek a preliminary injunction and permanent injunction prohibiting Defendants from  
2 using or maintaining a property in violation of state and local ordinance provisions and as a  
3 public nuisance, which is a threat to the health, safety, and welfare of the public. Plaintiffs also  
4 seek to obtain civil penalties, costs, and other equitable relief for Defendants' violations of the  
5 law.

6 2. The omission or commission of acts and violations of law by Defendants as alleged in  
7 this Complaint occurred within the City of San Diego, in the State of California. Defendants at all  
8 times mentioned in this Complaint have transacted business within the City of San Diego or are  
9 residents of San Diego County, within the State of California, or both.

10 3. The property where the acts and practices described in this Complaint were performed  
11 is in the City of San Diego.

## 12 **THE PARTIES**

13 4. Plaintiff the People of the State of California brings this action by and through Mara  
14 W. Elliott, City Attorney for the City of San Diego.

15 5. Plaintiff City of San Diego is a municipal corporation and a charter city, organized and  
16 existing under the laws of the State of California.

17 6. Defendant CAYDON SAN DIEGO PROPERTY LLC (CAYDON SD), a Delaware  
18 Limited Liability Company, at all times relevant to this action, was and is the owner of record of  
19 the real property located at 1102-1122 Fourth Avenue, 1101-1121 Third Avenue, and 310-344 C  
20 Street, San Diego, California 92101 (Property), where state and local law violations and a public  
21 nuisance exist.

22 7. Defendant CAYDON USA HOLDING LLC (CAYDON HOLDING), a Texas  
23 Foreign Limited Liability Company and a Delaware Limited Liability Company, is the sole  
24 Member of CAYDON SD, the owner of record of the Property.

25 8. Defendant CAYDON USA PROPERTY GROUP LLC (CAYDON USA), a Delaware  
26 Limited Liability Company, is the sole Member of CAYDON HOLDING.

27 9. Defendant MATTHEW HUTTON is the Receiver and Manager of CAYDON USA  
28 PROPERTY GROUP HOLDINGS PTY LTD, the sole Member of CAYDON USA.

1 10. Defendants DOES 1 through 50, inclusive, are sued as fictitious names, under the  
2 provisions of California Code of Civil Procedure section 474, their true names and capacities are  
3 unknown to Plaintiffs. Plaintiffs are informed and believe that each Defendant, DOES 1 through  
4 50, is either responsible, in whole or in part, for the violations and conduct alleged, or has, or  
5 claims to have, an interest in the Property, the exact nature of which is unknown. When the true  
6 names and capacities are ascertained, Plaintiffs will seek leave of court to amend this Complaint  
7 and to insert in lieu of such fictitious names the true names and capacities of the fictitiously  
8 named Defendants.

9 11. At all relevant times to this action, all Defendants and DOES 1 through 50, and each  
10 of them, were and are agents, principals, servants, lessors, lessees, employees, partners, associates  
11 or joint venturers of each other and at all times were acting within the course, purpose and scope  
12 of said relationship and with the authorization or consent of each of their co-defendants.

13 **PROPERTY**

14 12. The property where the violations of state and local ordinances are being maintained  
15 and the nuisance is occurring is 1102-1122 Fourth Avenue, 1101-1121 Third Avenue, and 310-  
16 344 C Street, San Diego, California 92101, also identified as Assessor's Parcel Numbers 533-  
17 521-04-00, 533-521-05-00, and 533-521-08-00 according to Document No. 2019-0608307  
18 recorded in the San Diego County Recorder's Office on December 27, 2019 (Grant Deed).

19 13. The legal description of the Property is:

20 All that certain real property situated in the County of San Diego,  
21 State of California, described as follows:

22 Parcel 1:

23 Lots E and F in Block 16 of Horton's Addition, in the City of  
24 San Diego, County of San Diego, State of California, according to  
25 Map thereof filed in the Office of the County Recorder of  
26 San Diego County.

27 Parcel 2:

28 Lots G and H in Block 16 of Horton's Addition, in the City of  
San Diego, County of San Diego, State of California, according to  
Map thereof filed in the Office of the County Recorder of  
San Diego County.

. . . . .

. . . . .

1 Parcel 3:  
2 Lot I in Block 16 of Horton's Addition, in the City of San Diego,  
3 County of San Diego, State of California, according to Map thereof  
4 by L.L. Lockling, filed in the Office of the County Recorder of  
5 San Diego County.

6 Assessor's Parcel Number: 533-521-04, -05, and -08.

7 14. Per the Grant Deed, the Property was acquired by CAYDON SD on or about  
8 December 13, 2019.

9 15. The Property is located within the Centre City Planned District zone in the downtown  
10 area of the City of San Diego.

11 16. The Property was originally developed in 1926 with an assembly use building, now  
12 known as the California Theater, and an eight-story mixed use building. The three buildings at the  
13 Property have stood vacant for decades.

#### 14 **FACTUAL ALLEGATIONS**

15 17. For approximately three years, Defendants have maintained the Property in violation  
16 of the Municipal Code and as a public nuisance that poses an imminent threat to the health,  
17 safety, and welfare of the occupants, first responders, and the general public. It is a refuge for  
18 transients, a haven for teen skaters, and a blight on the neighborhood negatively affecting local  
19 businesses. The abandoned buildings at the Property are structurally unsound; filled with  
20 hazardous materials, such as asbestos, lead, and biological waste; and have cracked, unstable  
21 exterior ornamentation that falls to the sidewalk endangering pedestrians below.

22 18. On or about November 9, 2016, Masek Consulting Services, Inc. prepared an  
23 Asbestos, Lead, and Miscellaneous Toxic Materials Survey Report (Toxic Material Report)  
24 addressing the hazardous materials at the Property for the previous owner of the Property.

25 19. The Toxic Material Report identified significant quantities of asbestos, lead, and other  
26 toxic materials existing at the Property:

- 27 • Approximately 4,500 square feet of pipe and tank insulation in horrible condition  
28 ("significantly damaged" using the AHERA categories of good, damaged, and significantly  
damaged);
- Significantly damaged friable theater curtain of roughly 1,500 square feet;

1           • Lead-based paint (XRF readings greater than or equal to 1.0 mg/cm<sup>2</sup>), lead-glazed  
2 ceramic tile, and paint which the City of San Diego requires be handled using lead-safe work  
3 practices (XRF readings greater than or equal to 0.5 mg/cm<sup>2</sup>); and

4           • About 340 mercury-containing fluorescent light tubes, 170 ballasts which likely  
5 contain PCBs, 12 thermostats with mercury switches, seven transformers and seven oil-filled  
6 switches, a compressed gas canister/tank, and a radioactive exit sign.

7           20. On or about October 25, 2018, A.B. Court & Associates Prepared a Structural  
8 Condition Assessment Report (Structural Report) for Defendants. The Structural Report included  
9 findings:

10           • Severely deteriorated structural systems, including severely weakened and  
11 corroded roof trusses supporting the auditorium roof, present a significant near-term and long-  
12 term safety risk and require prompt shoring and repair or demolition to avert potential collapse;

13           • Exterior cast stone ornamentation with widespread cracking and delamination is a  
14 falling hazard;

15           • The connected buildings are poorly tied together and likely to suffer heavy damage  
16 and partial collapse where they abut and interconnect; and

17           • Potential failure of even one heavily corroded tension strut could result in a zipper  
18 effect with adjacent members failing until a more global failure of the roof structure occurs. Such  
19 a failure would likely have disastrous consequences in terms of loss of the heavy concrete roof  
20 structure, potential loss or heavy damage to the balcony, severe damage to columns, loss of  
21 hollow clay tile infill from the walls, loss of the concrete parapets, and severe risk to pedestrians  
22 and others near to the building due to falling hazards. The roof trusses should be considered an  
23 immediate and urgent safety priority.

24           21. On a date unknown to Plaintiffs, but prior to December 13, 2019, Defendants received  
25 a copy of the Toxic Material Report.

26 . . . . .

27 . . . . .

28 . . . . .

1           22. On or about December 13, 2019, after commissioning the Structural Report and  
2 receiving the Toxic Material Report, Defendants purchased the Property with full knowledge of  
3 the structural deficiencies and hazardous materials at the Property.

4           23. Since the date Defendants purchased the Property, the San Diego Police Department  
5 (SDPD) has received 68 calls for service to the Property to investigate criminal offenses including  
6 battery, assault with a deadly weapon, theft, exhibiting a deadly weapon, and malicious mischief.  
7 These calls resulted in 440 out of service hours for law enforcement.

8           24. On or about July 8, 2020, the City of San Diego's Code Enforcement Division (CED)  
9 received a citizen complaint stating that the Property was vacant, abandoned, and a public  
10 nuisance, littered with a significant amount of trash and debris. The complaint also stated that the  
11 fence was falling over.

12           25. On or about July 9, 2020, CED Senior Combination Inspector Bryan Monaghan (SCI  
13 Monaghan) inspected the Property and observed several violations of the Municipal Code,  
14 including broken and dilapidated fencing (SDMC § 142.0380); barbed wire on fencing  
15 (SDMC § 142.0360); unsecured and broken windows and doorways as well as holes in the north  
16 wall of the vacant structures (SDMC § 54.0306); trash, litter, and debris around the Property  
17 (SDMC § 54.0208); and a vacant lot at the Property being used as a paid parking lot without  
18 required permits (SDMC § 156.0308). SCI Monaghan called Defendants' representative, Khaled  
19 Noun (Noun), to inform him of the Municipal Code violations existing at the Property and  
20 advised that Defendants must fix all Municipal Code violations.

21           26. Noun assured SCI Monaghan that Defendants would begin fixing the violations  
22 immediately. SCI Monaghan requested that Noun contact him when he was ready to schedule a  
23 compliance inspection.

24           27. On or about July 16, 2020, SCI Monaghan and CED Zoning Investigator Jose Bautista  
25 (ZI Bautista) inspected the exterior of the Property. They observed rubbish and debris, holes and  
26 transient entry points in the fence and exterior walls, a large hole in the north wall exposing an  
27 elevator shaft, graffiti covering the building and windows, barbed wire on the fencing, and  
28 Oriented Strand Board (OSB) covering certain portions of the building.

1           28. SCI Monaghan emailed Noun and two other of Defendants’ representatives, Blake  
2 Schoenberg (Schoenberg) and Alex Beaton (Beaton). SCI Monaghan informed them of the  
3 Municipal Code violations observed at the Property and explained that the dangerous violations  
4 must be remediated immediately. SCI Monaghan provided a copy of the City’s regulations for  
5 how to board and secure a vacant property, explained that OSB may not be used to board a vacant  
6 structure, and warned that the exposed elevator shaft was an immediate public safety hazard.

7           29. On or about July 20, 2020, ZI Bautista emailed Schoenberg, Noun, and Beaton  
8 requesting an update on the remediation effort. ZI Bautista also reiterated that the vacant lot  
9 cannot be used as a paid parking lot without a permit and that all entry points must be secured.

10           30. On or about July 23, 2020, Schoenberg emailed ZI Bautista stating that Defendants  
11 had temporarily secured the elevator shaft. Schoenberg stated he would later permanently secure  
12 it according to City regulations; however, he never did.

13           31. On or about July 24, 2020, SDPD Officer Drake Lasley (Officer Lasley) emailed  
14 Schoenberg, Noun, and Beaton, requesting that Defendants post “No Trespassing” signs on the  
15 fence and all entrances to preclude unauthorized entry and inquired about the condition of the  
16 building.

17           32. On or about July 30, 2020, Schoenberg emailed Officer Lasley stating that there is  
18 asbestos in the building, but that there is no reason to believe it is airborne. The only structural  
19 concerns Schoenberg mentioned were that wood areas might be unsound. Schoenberg did not  
20 mention the concerns identified in the findings of the Structural Report or the Toxic Material  
21 Report.

22           33. On or about August 6, 2020, Officer Lasley emailed Schoenberg and Beaton to  
23 explain that SDPD officers could not enter the Property because of the extreme dangers presented  
24 by the structural deficiencies and hazardous materials within the buildings.

25           34. On or about August 6, 2020, ZI Bautista inspected the Property from the public right-  
26 of-way (PROW) and observed no change in the conditions at the Property. The Municipal Code  
27 violations remained. Additionally, the opening to the elevator shaft that Schoenberg had stated  
28 was temporarily secured was not secured.

1           35. On or about August 19, 2020, ZI Bautista issued a Notice of Abatement, posted it at  
2 the Property and mailed a copy to Defendants. The Notice of Abatement listed all Municipal  
3 Code violations observed at the Property; identified remediation measures required, including  
4 boarding and securing the buildings as required by the Municipal Code, removing barbed wire  
5 fencing, and disposing of all trash and debris; and explained that “[t]he structure(s) pose(s) a  
6 serious threat to the public's health and safety and are hereby declared to be a public nuisance in  
7 accordance with San Diego Municipal Code (SDMC) Section 54.0301 and California Health and  
8 Safety Code Section 17920.3.” A compliance deadline was set for September 2, 2020.

9           36. The violations listed in the Notice of Abatement include: broken and dilapidated  
10 fencing (SDMC § 142.0380); barbed wire on fencing (SDMC § 142.0360); unsecured and broken  
11 windows and doorways as well as holes in the north wall of the vacant structures (SDMC §  
12 54.0306); trash, litter, and debris around the Property (SDMC § 54.0208); vacant lot at the  
13 Property being used as a paid parking lot without required permits (SDMC § 156.0308); and  
14 failure to comply with the Land Development Code (SDMC § 121.0302).

15           37. On or about August 20, 2020, ZI Bautista emailed Schoenberg, Noun, and Beaton  
16 explaining that he posted the Notice of Abatement at the Property and informing them that a  
17 compliance inspection would occur on or after the compliance deadline stated in the Notice of  
18 Abatement.

19           38. On or about August 25, 2020, ZI Bautista emailed Schoenberg, Noun, and Beaton to  
20 inform Defendants that the City had been receiving reports of an increase in graffiti at the  
21 Property. ZI Bautista asked that the graffiti be removed as soon as possible.

22           39. On or about September 2, 2020, ZI Bautista emailed Schoenberg, Noun, and Beaton to  
23 remind them that the compliance deadline in the Notice of Abatement was the next day.

24           40. On or about September 8, 2020, ZI Bautista inspected the Property and observed that  
25 all Municipal Code violations remained uncorrected. Defendants had not complied with the  
26 Notice of Abatement. ZI Bautista emailed Schoenberg, Noun, and Beaton to advise them of the  
27 results of his inspection. Noun called ZI Bautista and said he would have the barbed wire and  
28 graffiti removed.



1 41. On or about September 10, 2020, ZI Bautista emailed Noun and Schoenberg and  
2 requested an update on the status of the remediation, including removing the barbed wire, graffiti,  
3 trash, broken fencing, and securing the buildings.

4 42. On or about December 7, 2020, CED Senior Zoning Investigator Ollie Shepherd  
5 conducted an inspection of the Property and observed that all Municipal Code violations were  
6 still present.

7 43. On or about January 1, 2022, a video was posted on YouTube  
8 (<https://www.youtube.com/watch?app=desktop&v=HBi85eeUdkI>) showing two youths entering  
9 the unsecured dangerous Property on the evening of December 31, 2021, and exploring the  
10 interior of the buildings, exposing themselves to the hazardous materials.

11 44. On or about April 20, 2022, CED Combination Inspector Val Sanchez (CI Sanchez)  
12 met with Deputy Fire Marshal Robert Marshall (DFM Marshall) and Fire Marshal Anthony Tosca  
13 (FM Tosca). DFM Marshall informed CI Sanchez that the Property was currently the highest  
14 priority for the San Diego Fire-Rescue Department (SDFD) because there were serious concerns  
15 about the risk of fires inside the Property due to the transient presence and the dangerous interior  
16 conditions.

17 45. On or about April 27, 2022, CI Sanchez inspected the Property from the PROW and  
18 observed multiple Municipal Code violations at the Property: The Municipal Code violations  
19 mirrored those observed by SCI Monaghan almost 2 years earlier.

20 46. On or about May 3, 2022, ZI Bautista emailed Beaton, Schoenberg, and Noun and  
21 informed them that the building remained unsecure, and the City continued to receive complaints  
22 of homeless and transient individuals entering and residing in the buildings. ZI Bautista also  
23 requested a Property inspection be scheduled as soon as possible.

24 47. On or about May 3, 2022, Emma Alexander (Alexander), the prior Vice President and  
25 Chief Operating Officer of Defendant CAYDON USA, sent two emails to ZI Bautista, CI  
26 Sanchez, and Schoenberg. Alexander wrote that the City staff will need “full [Personal Protective  
27 Equipment] to go inside the buildings . . . it’s not safe in a lot of areas.” Alexander further wrote,  
28 “The entirety of the building inside has asbestos and lead which is why full hazmat [protection] is

1 required. The stage and a number of areas including and anything above the first floor cannot be  
2 accessed as it's unsafe. . . . Caydon's intention is to demolish the whole building. . . . It is  
3 structurally unsound and certainly not habitable.”

4 48. On or about May 3, 2022, and again on May 5, 2022, CI Sanchez requested copies of  
5 asbestos and lead reports from Alexander.

6 49. On or about May 9, 2022, CI Sanchez and SCI Monaghan conducted another  
7 inspection of the Property. They confirmed that the buildings were not properly boarded and  
8 secured and that transients were occupying the buildings. All other Municipal Code violations  
9 remained uncorrected.

10 50. On or about May 11, 2022, ZI Bautista emailed an Inspection Official Notice to  
11 Alexander notifying her that an inspection of the Property would be conducted on May 25, 2022.

12 51. On or about May 12, 2022, CI Sanchez emailed Alexander and relayed the results of  
13 his May 9, 2022, inspection and requested that Defendants' management team or contractors  
14 attend the May 25, 2022, inspection. CI Sanchez also requested that the buildings be cleared of  
15 the occupants prior to boarding and securing them.

16 52. On or about May 18, 2022, CI Sanchez emailed Alexander and Schoenberg indicating  
17 that he would like to discuss Defendants' plan to clear and resecure the Property with Defendants'  
18 contractors at the May 25, 2022 inspection. CI Sanchez also reiterated his request for a copy of  
19 the asbestos and lead reports.

20 53. On or about May 19, 2022, in response to a question from Alexander asking why the  
21 SDPD can't clear the building, CI Sanchez informed Alexander that it is the owner's  
22 responsibility to clear the building prior to resecuring it. CI Sanchez further wrote that Alexander  
23 should coordinate with the SDPD so they can have community resources on site on the clearing  
24 date to meet and offer services to the transients.

25 54. On or about May 23, 2022, Schoenberg emailed a link to the 2016 Toxic Material  
26 Report to CI Sanchez.

27 55. On or about May 25, 2022, Schoenberg met CI Sanchez, ZI Bautista, FM Tosca, DFM  
28 Marshall, and Deputy Fire Marshal Michael Sugich (DFM Sugich) at the Property. City staff

1 observed numerous dangerous Municipal Code and California Fire Code violations at the  
2 Property. City staff explained the Municipal Code and California Fire Code violations to  
3 Schoenberg. While at the Property, CI Sanchez observed several individuals going in and out of  
4 one of the buildings through a breached opening in the northwest side of the building. CI Sanchez  
5 spoke to one of the individuals leaving the building. That individual told CI Sanchez that  
6 approximately 20-30 people were living in the 8-story building and another five or six lived on  
7 the west side of the Property. The individual further stated that fires were being started inside the  
8 buildings by the occupants to keep them warm. The individual also informed CI Sanchez that he  
9 had observed groups of teenagers enter the building and access the upper floors to spray paint  
10 graffiti.

11           56. On or about May 25, 2022, Schoenberg emailed a copy of the 2018 Structural Report  
12 to ZI Bautista, CI Sanchez, and other City staff. Later the same day, CI Sanchez informed  
13 Alexander, Schoenberg, and Beaton that on multiple occasions, including that morning, City staff  
14 confirmed that transients were living at the Property and that due to Defendants’ failure to comply  
15 with the Notice of Abatement, CED was referring the case to the City Attorney’s office for  
16 enforcement.

17           57. On or about May 26, 2022, based on the nature and extent of the conditions and  
18 violations observed at the Property and those identified in the Structural Report and Toxic  
19 Material Report, FM Tosca determined that the Property was unsafe as the hazardous conditions  
20 present imminent danger to the building occupants and the general public. DFM Marshall and FM  
21 Tosca, pursuant to California Fire Code section [A]111.2, “red tagged” the building with warning  
22 signs stating, “DO NOT USE BY ORDER OF THE FIRE MARSHAL...UNSAFE BUILDING.”

23           58. Later that day, DFM Sugich emailed an SDFD Inspection Report from the May 25,  
24 2022, inspection to Alexander, Beaton, and Schoenberg indicating that all California Fire Code  
25 violations previously observed at the Property remained uncorrected. The Inspection Report  
26 included a requirement that Defendants implement a 24/7 fire watch (Fire Watch) for the  
27 building. Fire Watch requires regular patrol of the Property conducted by personnel stationed

28 . . . . .

1 onsite and trained to detect and immediately report smoke and early signs of fire at the Property  
2 to the fire department.

3 59. On or about June 1, 2022, CI Sanchez again informed Alexander and Schoenberg that  
4 the case was being referred to the City Attorney’s Nuisance Abatement Unit for further  
5 enforcement action because of Defendants’ failure to address the serious life safety and fire  
6 danger the buildings pose to the occupants, to fire crews and to the neighboring properties. CI  
7 Sanchez demanded that Defendants immediately comply with the Fire Marshal’s safety  
8 requirements, clear the buildings, resecure all the openings, repair the perimeter fencing, and  
9 maintain the building in a safe and secure manner.

10 60. Later that day, Alexander responded to CI Sanchez, asking, “[C]an’t the Fire brigade  
11 clear the building (via smoke/lights/noise etc) . . . ?”

12 61. On or about June 3, 2022, FM Tosca responded to Alexander’s email that the SDFD  
13 cannot clear the building: Clearing is the Property owner’s responsibility.

14 62. On or about June 6, 2022, CI Sanchez, DFM Sugich, FM Tosca, and DFM Marshall  
15 met with Alexander and Beaton and explained that the buildings must be cleared of all occupants,  
16 hazardous materials must be removed, the building must be properly secured, and all structural  
17 issues must be fixed or the buildings must be demolished. FM Tosca explained that SDFD had  
18 serious concerns regarding catastrophic fire and the hazardous materials. FM Tosca also relayed  
19 concerns from the SDPD of ongoing nuisance activity, including broken windows, falling  
20 materials, and constant calls for service at the Property. CI Sanchez again told Defendants’  
21 representatives that the case had been referred to the Office of the City Attorney.

22 63. On or about June 13, 2022, CI Sanchez met with Alexander and Beaton. CI Sanchez  
23 reiterated the concerns and requirements conveyed during the June 6, 2022, meeting. Alexander  
24 asked why SDPD could not just clear the buildings. She was again told that it is the owner’s  
25 responsibility to clear, board, and secure the buildings. Beaton claimed that a contractor was  
26 hired, and the buildings would be cleared on June 16, 2022.

27 . . . . .

28 . . . . .

1           64. On or about June 14, 2022, Schoenberg emailed Alexander, Beaton, CI Sanchez, DFM  
2 Marshall, DFM Sugich, and FM Tosca that the building clearing and resecuring would occur on  
3 June 16, 2022, at 9:00 a.m.

4           65. On or about June 16, 2022, CED Zoning Investigator Raunja Robinson (ZI Robinson)  
5 went to the Property to observe the clearing and securing of the buildings. He did not observe any  
6 contractors or activity at the Property. ZI Robinson later learned that the clearing and securing  
7 had been cancelled.

8           66. On or about June 29, 2022, CI Sanchez and City of San Diego Development Services  
9 Department (DSD) Senior Structural Engineer Miguel Sinclair (SSE Sinclair) went to the  
10 Property to conduct a structural assessment. Due to interior conditions, SSE Sinclair could only  
11 perform a limited exterior inspection of the buildings at the Property. SSE Sinclair observed  
12 conditions consistent with those identified in the 2018 Structural Report. While present at the  
13 Property, CI Sanchez observed SDPD officers onsite. The SDPD officers were removing  
14 individuals entering the buildings through a breached opening on C Street.

15           67. On or about July 1, 2022, Alexander emailed DFM Sugich asking if the City would  
16 pay for the 24/7 Fire Watch. DFM Sugich responded that having a Fire Watch is the  
17 responsibility of the property owner and that failure to put the Fire Watch in place by July  
18 12, 2022, would result in a \$300 daily fine.

19           68. On or about July 5, 2022, SDPD Officer Marlon Estepa (Officer Estepa) received a  
20 report of newly damaged windows at the Property and a possible gunshot coming from inside the  
21 buildings and complaints about transients entering the dangerous buildings at the Property.

22           69. On or about July 8, 2022, ZI Robinson inspected the Property and observed occupants  
23 breaking the windows of the 8-story building at the Property and glass falling to the sidewalk  
24 below.

25           70. On or about July 11, 2022, NBC affiliate San Diego 7 ran a news segment entitled  
26 “San Diego's Seedy California Theatre Driving Businesses Out of Downtown.” In the news  
27 segment, local business owners complain about how the condition of the Property has negatively  
28 affected their businesses. The business owners’ complaints include an increase in robberies,

1 employees quitting because they don't feel safe at night, and having to close their businesses  
2 early due to safety concerns.

3 71. On or about July 12, 2022, DFM Sugich conducted a follow-up inspection and  
4 observed that all California Fire Code violations remained uncorrected. DFM Sugich also  
5 observed that Fire Watch was not present at the Property. SDPD received reports of  
6 approximately four juvenile skateboarders entering the building from the north side at about  
7 3:45 p.m. City staff also met with Defendants' representatives at the Property and again requested  
8 that Defendants clear and secure the buildings and establish new barriers around the Property to  
9 protect pedestrians from objects being thrown from windows and falling off the buildings. CI  
10 Sanchez also observed numerous individuals entering and leaving the buildings. One of the  
11 individuals told CI Sanchez that he had gone inside because he heard a woman calling for help  
12 but could not find her.

13 72. On or about July 13, 2022, DFM Sugich emailed an inspection report detailing the  
14 violations observed during his July 12, 2022, inspection to Alexander, Beaton, and Schoenberg.  
15 DFM Sugich further wrote, "We visited the site today and fire watch was not in place. . . . If the  
16 fire watch is not in place by Thursday morning we will start a daily fine of \$300. I want you to be  
17 aware that these fines can go up to \$2,500 a day per fine. . . ." On the same day, a security officer  
18 from the City Administrative Building also reported seeing 15 skateboarders entering the  
19 buildings at the Property from the C Street side.

20 73. On or about July 15, 2022, SCI Monaghan issued Defendants an Administrative  
21 Citation Warning (ACW) in which he identified Municipal Code violations at the Property,  
22 including violations of sections 129.0702 (failure to obtain required Public Right-of-Way Permit)  
23 and 54.0306 (Abandoned Property Regulations - failure to properly board and secure; failure to  
24 remove litter, waste, rubbish, solid waste, liquid waste, and debris; and failure to maintain the  
25 property in accordance with maintenance standards in Municipal Code section 54.0307). The  
26 ACW also required Defendants to extend the perimeter of fencing into the public right-of-way to  
27 protect pedestrians from falling material. A compliance date of July 25, 2022, was set in the  
28 ACW.

1           74. On or about July 15, 2022, SCI Monaghan emailed Beaton, Alexander, and Grant  
2 Martin, another representative of Defendants, informing them of the ACW, the Municipal Code  
3 violations, the safety barrier and Public Right-of-Way and Traffic Control Permit (PROW/TCP)  
4 requirements, and the compliance date of July 25, 2022. A PROW/TCP and the associated City  
5 review is necessary to establish requirements for a safe and code compliant pedestrian path of  
6 travel that will protect the public from falling building elements and debris and limit potential  
7 impacts on travel corridors.

8           75. On or about July 22, 2022, DFM Sugich, while at the Property, stopped three twelve-  
9 year-old boys from entering the extremely dangerous Property.

10           76. On or about July 26, 2022, CI Sanchez observed smoke coming from a mezzanine on  
11 the second floor of the Property. That same day, DFM Sugich inspected the Property and  
12 observed that the required Fire Watch was still not present. After his inspection, DFM Sugich  
13 emailed Alexander, Beaton, and Schoenberg and informed them of the smoke observed at the  
14 Property and the three 12-year-old boys he stopped from entering the buildings. DFM Sugich  
15 demanded that Defendants immediately station Fire Watch at the Property as the threat to the  
16 public worsened each day.

17           77. On or about July 27, 2022, City of San Diego Development Services Director Elyse  
18 Lowe (Director Lowe) met with Defendants' representatives and informed them that they must  
19 submit plans and an application to demolish the buildings at the Property by August 5, 2022,  
20 create a falling hazard protection zone around the Property to protect pedestrians, and obtain the  
21 PROW/TCP as previously ordered.

22           78. On or about August 5, 2022, CED Zoning Investigator Christopher Penman (ZI  
23 Penman) inspected the Property. ZI Penman observed that all Municipal Code violations  
24 remained uncorrected, including the presence of barbed wire; unsecured doors, windows, and  
25 holes in the exterior of the buildings large enough for persons to enter; significant amounts of  
26 graffiti on the exterior wall and windows; and garbage piled up on the north side of the buildings.

27           79. On or about August 9, 2022, ZI Penman again inspected the Property. He observed no  
28 improvement in the illegal conditions. The Fire Watch was still not present.

1           80. On or about August 10, 2022, Director Lowe sent a certified letter to Alexander,  
2 stating that Defendants had failed to submit the required demolition plans, application, and  
3 PROW/TCP and establish the required fall hazard protection zone. Director Lowe reiterated the  
4 serious hazard the Property posed to the public.

5           81. On or about August 11, 2022, DFM Sugich conducted another compliance inspection  
6 of the Property. He observed no improvement. Fire Watch was still not patrolling the Property.

7           82. On or about August 12, 2022, as the Property was too dangerous to enter, the SDPD  
8 sent a drone into the theater to observe the conditions inside. In the video numerous structural and  
9 life safety issues are visible, including collapsed portions of the walls, ceilings, and mezzanine;  
10 fallen ornamentation; and large chunks of the interior façade and ceiling hanging and waiting to  
11 fall.

12           83. On or about August 30, 2022, DFM Sugich conducted an exterior inspection of the  
13 Property. The Fire Watch was still not present.

14           84. On or about August 31, 2022, DFM Sugich conducted an exterior inspection of the  
15 Property. DFM Sugich observed that a Fire Watch was present for the first time at the Property.  
16 All other violations remained uncorrected. DFM Sugich emailed an inspection report to  
17 Alexander and Beaton wherein he stated that the building was unsafe for occupants, based on the  
18 structural assessment and toxic materials present. He ordered that Defendants vacate all occupants  
19 from the building immediately and secure the structure to prevent reentry.

20           85. On or about September 8, 2022, representatives of the Office of the City Attorney and  
21 of CED met with Defendants' counsel and Defendant Hutton to discuss the violations present at  
22 the Property and the remediation measures required to comply with the Municipal Code,  
23 including clearing the Property, boarding and security, maintaining a fenced perimeter around the  
24 Property to protect pedestrians from falling hazards, and obtaining the PROW/TCP.

25           86. On or about September 16, 2022, an SDFD officer observed two transients entering  
26 the Property through an opening in the still unsecure and unsafe building.

27           87. On or about September 20, 2022, a fire started inside one of the buildings at the  
28 Property. Though Fire Watch was on site, they did not call 911. Five fire engines, two fire trucks,



1 two Battalion Chief Command vehicles, and one ambulance were ultimately dispatched to the  
2 Property to address the fire. ZI Penman went to the Property following the fire and observed that  
3 the Municipal Code violations, including barbed wire fencing, unsecured openings in the  
4 buildings, and graffiti, were still present. A Deputy City Attorney informed Defendants, through  
5 counsel, of the fire at the Property and the failure of Defendants' Fire Watch to call 911.

6 88. On or about September 29, 2022, Defendants, through counsel, were reminded that  
7 they must submit an application for the PROW/TCP for fencing around the Property to protect  
8 pedestrians from fall hazards.

9 89. On or about October 14, 2022, ZI Penman inspected the exterior of the Property and  
10 observed that the Municipal Code violations remained. Defendants were again reminded that a  
11 PROW/TCP application must be submitted.

12 90. On or about October 28, 2022, ZI Penman inspected the exterior of the Property and  
13 observed that the Municipal Code violations remained.

14 91. On or about October 31, 2022, Defendants were again informed that they must obtain  
15 a PROW/TCP and that a permit application could easily be opened online.

16 92. On or about November 2, 2022, more than two years after the City's order to  
17 Defendants to board and secure the Property, Defendants began to clear the building of  
18 occupants.

19 93. On or about November 16, 2022, the Deputy City Attorney assigned to the case sent  
20 an email to defense counsel stating that it is "essential" that Defendants submit a PROW/TCP  
21 application immediately. "[A]rrangements [have been made] to expedite the permit review and  
22 issuing process. Unless and until plans are submitted and reviewed, the extent of the measures  
23 your client will need to take to address pedestrian safety and traffic control cannot be fully  
24 assessed."

25 94. On or about November 18, 2022, boarding and securing of the Property was  
26 completed. The serious dangers presented by asbestos, lead, human and animal waste, trash,  
27 mercury, oil, gas canisters, and structural hazards, such as the collapsing ceilings and walls, loose  
28 exterior façade, and corroded roof trusses, remain unabated.

1           95. On or about November 28, 2022, and again on December 12, 2022, the assigned  
2 Deputy City Attorney again told Defendants to apply for a PROW/TCP.

3           96. On or about December 12, 2022, Defendants again were told that they must submit the  
4 PROW/TCP application.

5           97. On or about January 10, 2023, almost six months from the date the City first informed  
6 Defendants that a permit was required, Defendants submitted a PROW/ TCP permit application.

7           98. For a period of more than three years, Defendants have maintained the Property with  
8 structurally unsound buildings filled with hazardous materials and waste; unpermitted, broken,  
9 and dilapidated fencing in the public right of way with trash, litter and debris accumulating inside  
10 the fencing; barbed wire on portions of the fence; significant amount of graffiti covering exterior  
11 walls and windows; portions of the exterior façade cracked and threatening to fall onto the  
12 sidewalks below; and crumbling interior walls and ceilings.

13           99. Despite the hazardous conditions, Defendants left the buildings accessible to the  
14 general public though unsecured doorways, broken windows, and holes in the façade.

15           100. The dangerous Property became a shelter for transients and a venue for skateboarders,  
16 young explorers, and graffiti artists. Multiple individuals entered and/or lived in the buildings and  
17 were exposed to asbestos, lead, other hazardous materials, and the dangerous and unsanitary  
18 conditions inside.

19           101. Over an approximately three-year period, Plaintiffs emailed, spoke to, and met with  
20 Defendants to explain the Municipal Code violations at the Property, the dangers to the general  
21 public and occupants, and the remediation measures required to abate the violations. Plaintiffs  
22 issued Administrative Warnings, Administrative Citations, and a Notice of Abatement to  
23 Defendants demanding Defendants remediate the dangerous nuisance conditions at the Property.

24           102. Well aware of the danger the Property poses to the community, Defendants failed to  
25 comply with any of the City’s mandates until after they were informed that the City Attorney  
26 would review the case for potential enforcement actions. Even then, Defendants failed to address  
27 the underlying structural and hazardous materials dangers at the Property.

28 . . . . .

1 103. The Property remains a public nuisance and fire hazard as the buildings remain  
2 structurally unsound with severely deteriorated and weakened structural members, which per the  
3 Structural Report, commissioned by Defendants, presents a significant and immediate safety risk  
4 and collapse hazard.

5 104. The cracked and delaminated exterior cast stone ornamentation will continue to fall,  
6 posing an imminent threat to the lives of pedestrians, the surrounding community, and first  
7 responders.

8 105. Plaintiffs have no adequate remedy at law. Defendants are blatantly and willfully in  
9 violation of state and local laws and will continue to maintain the dangerous condition of the  
10 Property in the future unless the Court enjoins and prohibits such conduct. Absent injunctive  
11 relief, the People of the State of California and the City of San Diego will be irreparably harmed,  
12 and the ongoing violations will continue to harm the public, safety, and welfare of the citizens of  
13 San Diego.

14 **I**

15 **FIRST CAUSE OF ACTION**

16 **MAINTENANCE OF A PUBLIC NUISANCE IN VIOLATION**  
17 **OF CALIFORNIA CIVIL CODE SECTIONS 3479 AND 3480**  
18 **ALLEGED BY PLAINTIFF THE PEOPLE OF THE STATE**  
19 **OF CALIFORNIA AGAINST ALL DEFENDANTS**

20 106. Plaintiff, the People of the State of California incorporates by reference all allegations  
21 in paragraphs 1 through 105 of this Complaint as though fully set forth here in their entirety.

22 107. California Civil Code sections 3479 and 3480 provide:

23 Anything which is injurious to health, including, but not limited to,  
24 the illegal sale of controlled substances, or is indecent or offensive  
25 to the senses, or an obstruction to the free use of property, so as to  
interfere with the comfortable enjoyment of life or property . . . is a  
nuisance. . . . A public nuisance is one which affects . . . an entire  
community or neighborhood. . . .

26 108. California Civil Code section 3491 provides for the methods by which public  
27 nuisances such as those alleged in this case may be abated. California Civil Code section 3491  
28 indicates that the remedies against a public nuisance are indictment or information, a civil action,

1 or abatement. California Civil Code section 3494 states that “[a] public nuisance may be abated  
2 by any public body or officer authorized thereto by law.”

3 109. California Code of Civil Procedure section 731 authorizes a city attorney to bring an  
4 action to enjoin or abate a public nuisance. It provides, in relevant part: “A civil action may be  
5 brought in the name of the people of the State of California to abate a public nuisance . . . by the  
6 city attorney of any town or city in which such nuisance exists.”

7 110. Since at least July 9, 2020, Defendants have maintained structurally unsound  
8 buildings filled with hazardous materials and waste at the Property.

9 111. Despite the clearly hazardous conditions of the Property, Defendants left the buildings  
10 accessible to the general public.

11 112. While accessible, the structurally unsound buildings with their toxic contents became  
12 a shelter for transients and a venue for skateboarders, young explorers, and graffiti artists. All  
13 who entered the buildings were potentially exposed to asbestos, lead, and other hazardous  
14 materials. All were at risk of serious injury or death due to the dangers, such as falling  
15 ornamentation, of the structurally unsound buildings at the Property and the real possibility of  
16 collapse.

17 113. Local businesses also experienced harmful effects, such as loss of business, from the  
18 hazardous and unsanitary condition of and the criminal activity at the Property.

19 114. The criminal and nuisance activity at the Property drained SDPD resources, requiring  
20 a significant number of SDPD responses and occupying more than 400 hours of SDPD out of  
21 service time.

22 115. Despite clearing and boarding the buildings at the Property, the structurally unsound  
23 buildings remain a hazard to pedestrians, first responders, and the general public.

24 116. Defendants have had ample time to comply with the City’s warnings, citations, Notice  
25 of Abatement, and order to repair or demolish the buildings but have failed to timely comply.

26 117. Defendants’ maintenance of the Property in the condition described above constitutes  
27 a continuing public nuisance as defined by California Civil Code sections 3479 and 3480.

28 . . . . .

1 Defendants' Property adversely affects the entire community and neighborhood. The Property as  
2 it currently exists is injurious to the health, safety, and welfare of the residents and families who  
3 live in the community and interferes with the comfortable use and enjoyment of life and property.  
4 Such conditions are objectionable to the neighborhood and community as a whole.

5 118. Plaintiff has no plain, speedy, or adequate remedy at law. Therefore, unless restrained  
6 by this Court, Plaintiff is informed and believes that Defendants will continue to maintain this  
7 nuisance and thereby cause irreparable injury and harm to the public's health, safety, and welfare.

8 **II**

9 **SECOND CAUSE OF ACTION**

10 **VIOLATIONS OF THE SAN DIEGO MUNICIPAL CODE**  
11 **ALLEGED BY PLAINTIFF CITY OF SAN DIEGO AGAINST**  
12 **ALL DEFENDANTS**

13 119. Plaintiff City of San Diego incorporates by reference all allegations in paragraphs 1  
14 through 118 of this Complaint as though fully set forth here in their entirety.

15 120. Defendants are each a "Responsible Person"<sup>1</sup> within the meaning of Municipal Code  
16 section 11.0210 for allowing and maintaining violations of the Municipal Code at the Property.

17 121. Defendants are also strictly liable for all code violations existing at the Property  
18 pursuant to Municipal Code section 121.0311 and applicable California law.

19 122. Municipal Code section 121.0302(a) states: "It is unlawful for any person to maintain  
20 or use any premises in violation of any of the provisions of the Land Development Code<sup>2</sup>, without  
21 a required permit, contrary to permit conditions . . . or without a required variance."

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25 <sup>1</sup> Municipal Code section 11.0210 defines "Responsible person" as "[a] person who a Director  
26 determines is responsible for causing or maintaining a public nuisance or a violation of the Municipal  
27 Code or applicable state codes. The term 'Responsible Person' includes but is not limited to a property  
28 owner, tenant, person with a Legal Interest in real property or person in possession of real property."

<sup>2</sup> Municipal Code section 111.0101(a) states that Chapters 11 through 14 of the San Diego  
Municipal Code "shall be known collectively, and may be referred to, as the Land Development Code"  
and that Chapter 15 of the San Diego Municipal Code "shall [also] constitute a part of the Land  
Development Code."

1            123. Municipal Code section 121.0302(b)(4) states: “It is unlawful . . . [t]o maintain or  
2 allow the existence of any condition that creates a public nuisance.” Beginning on an exact date  
3 unknown to Plaintiff, but since at least July 9, 2020, and continuing to the present, Defendants  
4 have maintained a public nuisance at the Property in violation of Municipal Code section  
5 121.0302(b)(4).

6            124. Municipal Code section 142.0380(a) provides that property owners “shall maintain  
7 fences . . . free from dilapidated or dangerous conditions.” Beginning on an exact date unknown  
8 to Plaintiff, but since at least July 9, 2020, and continuing to the present, Defendants have  
9 maintained broken and dilapidated fencing at the Property in violation of Municipal Code  
10 sections 142.0380(a) and 121.0302(a).

11            125. Municipal Code section 142.0360(b) states that “[s]harp-pointed metal fences are  
12 permitted for agricultural uses in agricultural zones only.” Beginning on an exact date unknown  
13 to Plaintiff, but since at least July 9, 2020, and continuing through November 2, 2022, Defendants  
14 maintained a sharp-pointed metal fence in an area other than an agricultural zone in violation of  
15 Municipal Code sections 142.0360(b) and 121.0302(a).

16            126. Municipal Code section 145.0103 adopts the 2019 California Building Code and  
17 incorporates its requirements into the Municipal Code. Beginning on an exact date unknown to  
18 Plaintiff, but since at least July 9, 2020, and continuing to the present, Defendants have  
19 maintained an unsafe structure that fails to comply with the provisions of the 2019 California  
20 Building Code at the Property in violation of Municipal Code sections 145.0103 and 121.0302(a).

21            127. Municipal Code section 156.0308 prohibits parking lots in the Centre City Planned  
22 District, where the Property is located, without the required Conditional Use Permit. Beginning  
23 on an exact date unknown to Plaintiff, but since at least July 9, 2020, and continuing through  
24 approximately November 2, 2022, Defendants used a portion of the Property as a paid parking lot  
25 in violation of Municipal Code sections 156.0308 and 121.0302(a).

26            128. Municipal Code section 126.0306 states, “It is unlawful for any person to maintain,  
27 use, or develop any premises without a Conditional Use Permit if such permit is required for that  
28 use . . . .” Beginning on an exact date unknown to Plaintiff, but since at least July 9, 2020, and

1 continuing through approximately November 2, 2022, Defendants maintained a use at the  
2 Property without the required Conditional Use Permit in violation of Municipal Code section  
3 126.0306.

4 129. Municipal Code section 54.0208 states that “[i]t is unlawful for any Responsible  
5 Person to fail to maintain real property and appurtenances under his or her control” and/or any  
6 “public walkway” abutting their property free from Waste. Beginning on an exact date unknown  
7 to Plaintiff, but since at least July 9, 2020, and continuing through November 2, 2022, Defendants  
8 failed to maintain the Property and the abutting public walkways free from Waste in violation of  
9 Municipal Code section 54.0208.

10 130. Municipal Code section 54.0306(d) states, “It is unlawful for any responsible person  
11 for an abandoned property to fail to lock, barricade or secure all doors, windows and other  
12 openings to any vacant structure on the property in accordance with the standards listed in this  
13 Division.” Beginning on an exact date unknown to Plaintiff, but since at least July 9, 2020, and  
14 continuing through November 18, 2022, Defendants failed to lock, barricade or secure all doors,  
15 windows and other openings at the Property in accordance with the Municipal Code in violation  
16 of Municipal Code section 54.0306(d).

17 131. Municipal Code section 54.0306(e) states, “It is unlawful for any responsible person  
18 for an abandoned property to fail to remove from the entire property including the interior of any  
19 vacant structure, any of the following: litter, waste, rubbish, solid waste, liquid waste, debris,  
20 unpermitted vehicles, storage not incidental to the corresponding zoning use for the property, or  
21 excessive vegetation as determined by a fire inspector to constitute a fire hazard.” Beginning on  
22 an exact date unknown to Plaintiff, but since at least July 9, 2020, and continuing to the present,  
23 Defendants have failed to remove litter, waste, rubbish, solid waste, liquid waste, debris, and  
24 storage not incidental to the corresponding zoning use for the property in violation of Municipal  
25 Code section 54.0306(e).

26 132. Municipal Code section 54.0405(b) states, “It is unlawful for any responsible person  
27 to maintain graffiti that has been placed upon, or to allow graffiti to remain upon, any surface  
28 within that person’s control, possession or ownership when the graffiti is visible from the street or

1 other public property.” Beginning on an exact date unknown to Plaintiff, but since at least  
2 July 9, 2020, and continuing to the present, Defendants have allowed graffiti visible from the  
3 public right-of-way to remain on the exterior of the Property in violation of Municipal Code  
4 section 54.0405(b).

5 133. Plaintiff City of San Diego has no adequate remedy at law, and unless Defendants are  
6 enjoined and restrained by an order of this Court, Defendants will continue to violate the  
7 Municipal Code, thereby causing irreparable injury and harm to the public’s health, safety, and  
8 general welfare.

9 **PRAYER**

10 **WHEREFORE**, Plaintiffs pray for judgment against Defendants as follows:

11 **AS TO THE FIRST CAUSE OF ACTION**

12 **Public Nuisance**

13 1. That the Property, together with the fixtures and moveable property, be declared a  
14 continuing public nuisance as defined by California Civil Code sections 3479 and 3480.

15 2. That pursuant to California Code of Civil Procedure sections 526 and 731, the Court  
16 grant a preliminary injunction and permanent injunction, enjoining and restraining Defendants,  
17 their agents, heirs, successors, officers, employees and anyone acting on their behalf from  
18 maintaining the Property or any other property in the City and County of San Diego as a public  
19 nuisance as defined per California Civil Code sections 3479 and 3480.

20 3. If Defendants fail to comply with paragraph 2 of the Prayer above, then within 48  
21 hours after posting written notice of its intention, the City or its contractor is authorized pursuant  
22 to California Civil Code sections 3491 and 3494 to accomplish the work and recover all costs of  
23 abating the nuisance at the Property. The expense of the abatement is recoverable by the City  
24 according to the provisions of California Government Code sections 38773.1 and 38773.5.

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**AS TO THE SECOND CAUSE OF ACTION**

**Violations of the San Diego Municipal Code**

4. That the Court declare the Property to be in violation of:

San Diego Municipal Code sections

121.0302(a)	121.0302(b)(4)	54.0306(d)	54.0208
142.0360(b)	142.0380(a)	54.0405(b)	126.0306
145.0103	156.0308	54.0306(e)	

5. That, pursuant to Municipal Code sections 12.0202(a) and 121.0311, the Court grant a preliminary injunction and permanent injunction, enjoining and restraining Defendants, their agents, officers, employees and anyone acting on their behalf, from keeping, allowing, or maintaining violations of the Municipal Code at the Property or anywhere else in the City of San Diego.

6. That Defendants, their agents, heirs, successors, officers, employees, and anyone acting on their behalf, are required to maintain the Property in full compliance with the Municipal Code.

7. If Defendants fail to comply with paragraphs 5 and 6 of the Prayer above, then within 48 hours after posting written notice of its intention, the City or its contractor is authorized to accomplish the work and recover all costs of bringing the Property into compliance. The expense of the abatement is recoverable by the City according to the provisions of California Government Code sections 38773.1 and 38773.5 and Municipal Code section 12.0204(b).

8. That Defendants allow personnel from the City of San Diego access to the Property to inspect and monitor for compliance upon 24-hour verbal or written notice. Inspections shall occur between the hours of 8:00 a.m. and 5:00 p.m.

9. That, pursuant to Municipal Code section 12.0202(b), Defendants are assessed a civil penalty of \$2,500 per day for each and every Municipal Code violation maintained at the Property.

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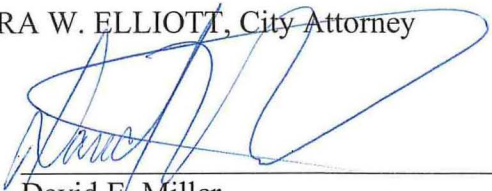
**AS TO ALL CAUSES OF ACTION**

10. That Plaintiffs recover all costs incurred by Plaintiffs, including the costs of investigation and any fees authorized by law, from Defendants.

11. That Plaintiffs be granted such other and further relief as the nature of the case may require and the Court deems appropriate.

Dated: April 26, 2023

MARA W. ELLIOTT, City Attorney

By   
David E. Miller  
Deputy City Attorney

Attorneys for Plaintiffs