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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

BRE/LQ PROPERTIES L.L.C., a Delaware
limited liability company doing business in
California; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2013-00072620-CU-MC-CTL

STIPULATION FOR ENTRY OF FINAL
JUDGMENT IN ITS ENTIRETY AND
PERMANENT INJUNCTION;
JUDGMENT THEREON [CCP § 664.6]

Plaintiff PEOPLE OF THE STATE OF CALIFORNIA, appearing by and through its attorneys, Jan I. Goldsmith, City Attorney, by Nicole Pedone, Deputy City Attorney, and Defendant BRE/LQ PROPERTIES L.L.C., a Delaware limited liability company doing business in California, by and through their attorney Scott Williams, 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 (Stipulated Judgment) is executed between and among Plaintiff PEOPLE OF THE STATE OF CALIFORNIA, and Defendant BRE/LQ PROPERTIES L.L.C., a Delaware limited liability company doing business in California, who is the named party in the above-entitled action.

2. The parties to this Stipulated Judgment are parties to a civil suit pending in the Superior Court of the State of California for the County of San Diego, entitled *PEOPLE OF THE*

1 STATE OF CALIFORNIA v. BRE/LQ PROPERTIES L.L.C., a Delaware limited liability company
2 doing business in California; and DOES 1 through 50, inclusive, Civil Case Number 37-2013-
3 _____-CU-MC-CTL.

4 3. The parties wish to avoid the burden and expense of further litigation and accordingly
5 have determined to compromise and settle their differences in accordance with the provisions of
6 this Stipulation. Neither this Stipulated Judgment nor any of the statements or provisions
7 contained herein shall be deemed to constitute an admission or an adjudication of any of the
8 allegations of the Complaint.

9 4. The parties to this Stipulated Judgment agree to resolve this action in its entirety by
10 mutually consenting to the entry of Final Judgment in its Entirety and Permanent Injunction
11 pursuant to stipulation by the Superior Court of San Diego.

12 5. The real property that is the subject of this Stipulated Judgment consists of two parcels
13 of land located at 10185 Paseo Montril (PROPERTY) in the City of San Diego, State of
14 California. The PROPERTY is also identified as Assessor's Parcel Number 315-070-42-00.
15 According to San Diego County Recorder's Grant Deed Document 2006-0120458 recorded
16 February 21, 2006, the owner of the PROPERTY is BRE/LQ Properties L.L.C., a Delaware
17 limited liability company, Defendant.

18 6. The legal description of the PROPERTY according to Grant Deed Document 2006-
19 0120458 is as follows:

20 Legal Description

21 THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE
22 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS
DESCRIBED AS FOLLOWS:

23 PARCEL A:

24 PARCELS 4 AND 6 OF PARCEL MAP NO. 13631, IN THE CITY OF SAN
25 DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN
26 THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY
JANUARY 9, 1985, RECORDER'S FILE NO. 85-006642 OF OFFICIAL
RECORDS.

27 PARCEL B:

28 AN EASEMENT FOR INGRESS AND EGRESS, SEWER AND OTHER
UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE

1 NORTHERLY 10 FEET OF THE WESTERLY 175.01 FEET AND THE
2 MOST EASTERLY 121.99 FEET OF PARCEL 5 OF SAID LAND PARCEL
3 MAP NO. 13631, AS CREATED BY DEED RECORDED AUGUST 19,
4 1985, AS FILE NO. 85,299183.

5 APN: 315-070-42-00

6 657
7 La Quinta
8 10185 Paseo Montril
9 San Diego, CA

10 INJUNCTION

11 7. The provisions of this Stipulated Judgment are applicable to Defendant, its agents,
12 officers, employees, representatives and all persons, corporations or other entities acting by,
13 through, under or on behalf of Defendant and all persons acting in concert with or participating
14 with Defendant with actual or constructive knowledge of this Stipulated Judgment and Injunction.

15 8. **Effective immediately upon the date of entry of this Stipulated Judgment,**
16 Defendant and all persons mentioned above are hereby enjoined and restrained pursuant to
17 California Penal Code (Penal Code) sections 11225-11235, California Health and Safety Code
18 section 11570, San Diego Municipal Code (SDMC) section 12.0202, California Code of Civil
19 Procedure section 526 and under the Court's inherent equity powers from engaging in or
20 performing, directly or indirectly, any of the following acts:

21 a. Conducting, allowing, or permitting, the occurrence, continuance, or reoccurrence
22 of acts of lewdness or prostitution, solicitation, or human trafficking upon the premises and
23 buildings located at the PROPERTY;

24 b. Permitting any violations of Penal Code sections 11225-11235 at the PROPERTY;

25 c. Permitting any violations of the San Diego Municipal Code sections related to
26 Hotels, Motels, Inns, Auto Courts, Trailer Parks, Transient Lodging Places, Chapter 5, Article
27 2, Division 91 (sections 52.9100-52.9106) at the PROPERTY;

28 d. Knowingly using or permitting the use of the PROPERTY for the purposes of
unlawfully selling, serving, storing, keeping, manufacturing, or giving away of controlled substances,
precursors or analogs as defined in the California Health and Safety Code; and

.....

1 e. Maintaining, causing or permitting at the PROPERTY the existence of a public
2 nuisance as defined by California Civil Code sections 3479 and 3480.

3 9. Notwithstanding the injunctive relief described in paragraph 8, if violations of the law,
4 including acts of lewdness or prostitution, solicitation, or human trafficking, should occur on the
5 PROPERTY, Defendant shall have the opportunity to provide evidence to the court that the
6 violations were not under their control and occurred despite Defendant's implementation of the
7 compliance measures required under sections 10-14 of this Stipulated Judgment. If Defendant
8 provides such evidence to the satisfaction of the court and is otherwise in compliance with this
9 Stipulated Judgment, Defendant shall not be deemed to be in violation of this injunction or the
10 law.

11 COMPLIANCE MEASURES

12 *In order to maintain the PROPERTY in compliance with all applicable California Penal*
13 *Code Laws related to Red Light Abatement, Penal Code sections 11225-11235, all applicable*
14 *California Civil Code laws relating to public nuisance, and in accordance with industry standard*
15 *hotel management practices, the Defendant is ordered to immediately perform and or implement*
16 *the following:*

17 10. SECURITY MEASURES:

18 a. **Within 10 calendar days of the date of entry of this Stipulated Judgment,**
19 Defendant shall contract the services of an independent, professional, state-licensed security
20 company to handle security duties at the hotel premises which shall include, but are not limited to,
21 having a **24-hour on-site uniformed security guard** perform the following tasks: conduct
22 continuous foot patrols of the premises, including the parking lot and other common areas; strictly
23 enforce comprehensive hotel rules and policies; contact individuals who are loitering on the hotel
24 premises; provide written reports of contacts and problems on the premises.

25 b. Defendant shall retain the contract for a 24-hour on-site uniformed security guard
26 for at least ninety 90 consecutive calendar days. If there has not been any significant criminal or
27 nuisance activity at the PROPERTY during this 90 day time period, including prostitution related
28 arrests, Defendant may reduce the on-site uniformed security guard requirement to 10 hours per

1 day seven days a week. Defendant shall consult with the City Attorney's Office before reducing
2 the hours. The exact hours for the on-site uniformed security guard shall be determined with
3 consultation from the San Diego Police Department's Vice Unit.

4 c. Direct their security company to send photocopies of security logs and any incident
5 reports to the attention of Deputy City Attorney Nicole Pedone, City Attorney's Office, 1200
6 Third Avenue, Suite 700, San Diego, California 92101, **on a weekly basis by email**
7 **(npedone@sandiego.gov) or regular mail for a total of six months from the date security**
8 **services are obtained at the PROPERTY.** If the security company is unable, unwilling, or
9 otherwise fails to send photocopies of security logs and incident reports to the City Attorney's
10 Office, Defendant shall be responsible for doing so.

11 d. After a **total of six continuous months from the date security services are**
12 **obtained at the PROPERTY,** Defendant may request the termination of the requirement to
13 contract with a security company at the PROPERTY. This requirement will be reviewed by the
14 City Attorney's Office and the San Diego Police Department. Defendant shall not terminate
15 security at the PROPERTY or reduce the amount of hours for the on-site uniformed security guard
16 without the prior consultation and written approval from the City Attorney's Office. Plaintiff shall
17 grant this request if: Defendant is in full compliance with this Stipulated Judgment at the time of
18 the request; there has not been any significant criminal or nuisance activity at the PROPERTY;
19 and there has not been any prostitution related arrests at the PROPERTY.

20 e. If, after security services are terminated at the PROPERTY, the nuisance activity
21 returns, including prostitution activity, then Defendant must consult with the City Attorney's
22 Office about re-hiring security at the PROPERTY.

23 f. **Within 60 calendar days of the date of entry of this Stipulated Judgment,**
24 contract for and initiate the process of scheduling the installation of security cameras, in addition
25 to those already in place, that enable the staff person(s) in the office to observe points of entry to
26 the PROPERTY. The security cameras shall have the capability to record and shall be activated at
27 all times to do so. Defendant agrees to provide Plaintiff with a copy of a map identifying the
28 specific locations of the cameras on the PROPERTY.

1 g. Maintain the security camera recordings for a period of at least seven (7) calendar
2 days. Upon written request, Defendant shall make the video footage available to view at the
3 PROPERTY by law enforcement officers as soon as reasonably practicable, with the
4 understanding that the General Manager of the hotel must be available to assist in making the
5 video footage available for review. Defendant shall provide copies of the recordings to law
6 enforcement officers upon written request to the General Manager of the hotel at the PROPERTY.
7 Defendant agrees to provide a copy of requested video footage to law enforcement officers as
8 soon as reasonably practicable taking into consideration the access and availability of the footage,
9 including the availability of the General Manger of the hotel, the scope and complexity of the
10 request, and the availability of outside vendors who may be required in order to comply with the
11 request.

12 h. **Within 30 calendar days of the date of entry of this Stipulated Judgment**, post,
13 maintain and enforce, visibly conspicuous signs on the PROPERTY that advise hotel guests and
14 others that the PROPERTY is under video surveillance and that any illegal activity will be
15 reported to the San Diego Police Department stating:

16 **TRESPASSING, LOITERING, AND WEAPONS ARE**
17 **PROHIBITED, VIDEO CAMERAS ARE LOCATED ON THE**
18 **PROPERTY. ANY ILLEGAL ACTIVITY WILL BE**
REPORTED TO THE SAN DIEGO POLICE DEPARTMENT.

19 i. Defendant authorizes the San Diego Police Department to enforce the activities
20 prohibited by the signs on the PROPERTY.

21 j. Unless specifically requested by law enforcement officers, Defendant shall not
22 warn or otherwise contact hotel guests to advise them of the presence of law enforcement on the
23 premises.

24 k. Continue to maintain a "DO NOT RENT" list of individuals known to them or
25 identified by law enforcement in writing to the General Manager, or the hotel employee working
26 at the front desk, as having been arrested on the PROPERTY or as having been arrested for
27 prostitution-related activity on or off the PROPERTY. Defendant shall also add to the "DO NOT
28 RENT" list any individuals known to them or identified by the hotel's security to have created

1 significant problems at the PROPERTY. Defendant shall not knowingly allow any individual to
2 rent a room, loiter, or to otherwise remain on the PROPERTY who is on the "DO NOT RENT"
3 list.

4 1. Continue to maintain high intensity lighting throughout the exterior of the building
5 and perimeter of the PROPERTY and immediately replace any worn or damaged lighting.

6 m. Cooperate with San Diego Police Department officers pursuant to San Diego
7 Municipal Code sections 52.9103 and 52.9104 in identifying and or locating hotel guests who the
8 Police Department have identified as being on probation or parole or having 4th amendment
9 waivers or outstanding warrants.

10 n. Provide to all current and future employed employees, immediately succeeding
11 owners, and relevant Management personnel, a copy of this Stipulated Judgment, and instruct,
12 inform and educate such employees, owners and managers of their responsibilities and duties to
13 become completely familiar with and to fully implement the requirements outlined in this
14 Stipulated Judgment.

15 **11. OPERATIONAL RULES - Defendant agrees to abide by the following**
16 **operational rules:**

17 a. Immediately report any and all suspicious activity that may involve prostitution to
18 the San Diego Police Department. Such suspicious activity shall include but is not limited to:
19 excessive pedestrian traffic to certain hotel rooms without reasonable explanation, particularly
20 involving different individuals coming and going in a relatively short period of time; or loitering
21 in the hallways or the parking lot.

22 b. Register the hotel guest before allowing them to check-in and occupy any hotel
23 rooms including obtaining, verifying (by reviewing the photograph on the identification card), and
24 photocopying a legitimate government-issued picture identification card for the registered guest
25 for at least a total of six months after the date of this Stipulated Judgment. After six months from
26 the date of this Stipulated Judgment, Defendant must continue to require the registered hotel guest
27 to have and present legitimate state-issued picture identification cards before allowing them to
28 occupy the hotel room. Defendant shall only be required to retain the photocopy of the above-

1 referenced identification card for thirty days from the date of checkout by the guest from the hotel.

2 c. Properly maintain guest registration logs so that they are accurate, complete and
3 immediately accessible to police officers upon request pursuant to San Diego Municipal Code
4 sections 52.9103 and 52.9104, which includes but is not limited to requiring that Defendant or
5 their employees themselves fill out the guest registration logs with the proper information such as
6 the full name, address, year, month, day, and hour of arrival, assigned room number, and time of
7 departure of each guest; and the Defendant retain the guest registration logs on the premises at all
8 times for a three-year period.

9 d. For at a least a total of six months from the date of this Stipulated Judgment,
10 legibly and accurately record vehicle information provided by each registered guest or visitor on
11 the hotel PROPERTY, including the color, make, model, license plate number, and state of
12 issuance of each vehicle. Issue each registered guest or visitor who provides vehicle information a
13 placard or similar card to be placed inside of the vehicle in a visible place on the windshield of the
14 vehicle. Require all guests to list all vehicles to be parked on the PROPERTY upon registering
15 and inform all registered guests to instruct their visitors to register with the front desk any vehicles
16 parked on the PROPERTY. Defendant shall not be held responsible for any registered guest or
17 visitor that fails to provide accurate vehicle information to hotel staff or security provided
18 Defendant uses reasonable efforts to investigate any instances where hotel staff or security
19 reasonably believes the hotel Property may have been provided with inaccurate information.

20 e. Security will patrol the parking lot every hour, or as often as reasonably possible,
21 and check all parked cars for the required placard. For those vehicles parked in the hotel lot
22 without the required placard, security will leave a note on the vehicle stating that the car must be
23 registered with the front desk and a placard must be obtained from the front desk or their car could
24 be towed. Security or other employees observing vehicles enter and park on the hotel premises
25 should direct the drivers to register their vehicles with the front desk.

26 f. All vehicles found in the hotel parking lot without the required placard will be
27 logged with the front desk, including the recordation of license plate information. The parties
28 acknowledge that a restaurant is located across from the hotel's main entrance and that the portion

1 of the lot adjacent to the restaurant is exempt from the requirements listed in provisions 11e and
2 11f.

3 g. Defendant shall take all reasonable steps necessary to not allow unregistered
4 visitors to be on the PROPERTY between the hours of 8:00 p.m. to 8:00 a.m. To the extent
5 reasonably possible, Defendant shall require all visitors on the hotel PROPERTY within this time
6 period to sign a log at the front desk of the hotel and present a valid government-issued picture
7 identification to security or hotel staff. In order to comply with this provision, Defendant shall be
8 required to request that all visitors encountered by hotel personnel, including security, during this
9 time period provide the required information.

10 h. Post professionally printed signs in English and Spanish, at the check-in/
11 registration counter stating the following:

12 **ALL GUESTS AND VISITORS MUST PRODUCE LICENSE**
13 **PLATE INFORMATION FOR ALL VEHICLES PARKED ON**
14 **THE HOTEL PREMISES.**
15 **BETWEEN THE HOURS OF 8:00 P.M. AND 8:00 A.M.**
16 **ALL VISITORS OF REGISTERED HOTEL GUESTS MUST**
17 **PRODUCE VALID PHOTO IDENTIFICATION.**

18 i. Defendant shall continue their policy that all registered guests must present a credit
19 card as a guaranty upon check in at the PROPERTY for a period of at least 90 calendar days from
20 entry of this Stipulated Judgment. If Defendant changes its policy and allows for a guest to pay for
21 a room in cash, a security deposit of at least \$100 per room or the maximum amount permitted by
22 innkeeper laws, whichever is lower, must be made before obtaining the room at the PROPERTY.
23 The return of the security deposit to the guest will be at the discretion of Defendant and its
24 employees.

25 j. Do not rent rooms on an hourly or short-term basis. The customary full day rental
26 rate should be collected for each and every rental.

27 k. Do not knowingly rent rooms to anyone under 18 years of age.

28 l. Ensure that check-in staff has each registered guest sign a registration card and
each visitor who presents themselves at the front desk sign a visitors log (pursuant to provision
11 g), both of which will contain the written rules and regulations of the hotel. Copies of the

1 written rules and regulations will at all times be made available to all visitors and registered
2 guests.

3 **12. RULES REGARDING HIRED EMPLOYEES:**

4 a. Obtain written employment applications from all prospective employees.
5 Defendant shall require that the applicant truthfully provide on the written employment
6 application their full name, including any aliases, residence address, employment history (with
7 names of employer companies, employer address, contact telephone numbers and names of
8 supervisors) going back at least five years, work references, any and all job-related experience,
9 and a criminal history background consistent with state and federal laws and U.S. Equal
10 Employment Opportunity Commission (EEOC) guidelines.

11 b. Defendant shall not employ any individual who does not completely fill out an
12 employment application.

13 c. Before employing any individual, Defendant shall verify the information contained
14 in the individual's employment application by conducting or by having a service conduct a
15 background check including criminal history checks and by contacting past employers and
16 references.

17 d. Defendant shall cause its management company to only employ individuals
18 consistent with the management company's current corporate policy and current EEOC guidelines
19 pertaining to hiring an individual with a criminal background.

20 e. The employment application shall state that any false information that is provided
21 may constitute good cause and be grounds for exclusion from employment or for immediate
22 termination.

23 **13. ADDITIONAL REQUIREMENTS:**

24 a. **Within 14 calendar days from the date of entry of this Stipulated**
25 **Judgment**, Defendant shall create a comprehensive set of written hotel rules and regulations and
26 submit it to the City Attorney's Office. Among other things, Defendant shall ensure that the
27 written hotel rules and regulations specify that a violation of these provisions shall constitute a
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1 breach of the agreement and may result in (a) the immediate removal of the guest(s); or (b) their
2 permanent exclusion from being able to rent or otherwise come back onto the PROPERTY.

3 **MONETARY RELIEF**

4 **14. Within 45 calendar days from the date of entry of this Stipulated Judgment and**
5 **pursuant to California Civil Code section 3496(b),** Defendant shall pay Plaintiff People of the
6 State of California, for San Diego Police Department's investigative costs, in the amount of
7 **\$15,097.91.** Payment shall be in the form of a check, payable to the "City of San Diego." Such
8 payment shall be in full satisfaction of all costs associated with the City's investigation of this
9 action to date for the PROPERTY. The check shall be sent to the Office of the City Attorney,
10 Code Enforcement Unit, 1200 Third Avenue, Suite 700, San Diego, CA 92101, Attention: Nicole
11 Pedone.

12 **15. Within 45 calendar days of the date of entry of this Stipulated Judgment and**
13 **pursuant to Penal Code section 11230(b),** Defendant is liable to Plaintiff for civil penalties in
14 the amount of \$25,000 in full satisfaction of all claims against Defendant arising from any of the
15 past violations alleged by Plaintiff in this action. **\$20,000 of these penalties is immediately**
16 **suspended.** These suspended penalties shall only be imposed if Defendant fails to comply with
17 the terms of this Stipulated Judgment. Plaintiff People of the State of California, agrees to notify
18 Defendant in writing if imposition of the penalties will be sought by Plaintiff and on what basis.
19 Civil Penalties in the amount of **\$5,000** shall be paid in the form of a check, payable to the "City
20 of San Diego," and sent to the Office of the City Attorney, 1200 Third Avenue, Suite 700, San
21 Diego, CA 92101, Attention: Nicole Pedone.

22 **FUTURE PROSTITUTION ACTIVITY OR VIOLATIONS OF SDMC SECTIONS**
23 **52.9103, 52.9104 OR CALIFORNIA PENAL CODE SECTIONS 316, 373(A)**

24 16. The parties acknowledge that any future prostitution activity or violations of SDMC
25 sections 52.9103 and 52.9104 or California Penal Code sections 373(a) and 316 at the
26 PROPERTY could be a nuisance. If either of the following events occur: (a) receipt of
27 information that either prostitution activity has occurred, or there have been violations of SDMC
28 sections 52.9103 and 52.9104 or California Penal Code sections 373(a) and 316; or (b) Defendant

1 fails to comply with Paragraphs 8 through 15 above; Plaintiff agrees to provide written notice to
2 Defendant of the activity or violation at the PROPERTY or of the default. If Defendant does not
3 take immediate steps to address the violation or activity at the PROPERTY, or cure the default,
4 within 30 calendar days of the notice or within a longer reasonable amount of time as determined
5 by Plaintiff, Plaintiff may file a noticed motion requesting closure of the PROPERTY and
6 Defendant's payment of the entire amount of civil penalties owed pursuant to this Stipulated
7 Judgment. Defendant shall retain all defenses to such a motion, including that any prostitution
8 activity was not under its control and occurred despite Defendant's implementation of Paragraphs
9 8 through 15 of this Stipulated Judgment.

10 **ENFORCEMENT OF JUDGMENT**

11 17. In the event of an uncured default by Defendant as to any amount due per this
12 Stipulated Judgment, the entire amount due shall be deemed immediately due and payable as
13 penalties to the City of San Diego, and Plaintiff shall be entitled to pursue any and all remedies
14 provided by law for the enforcement of this Stipulated Judgment. Further, any amount in default
15 shall bear interest at the prevailing legal rate from the date of default until paid in full.

16 18. Nothing in this Stipulated Judgment shall prevent any party from pursuing any
17 remedies as provided by law to subsequently enforce this Stipulated Judgment or the provisions of
18 the SDMC or California Penal Code for violations after the date of this Stipulated Judgment,
19 including criminal prosecution and civil penalties that may be authorized by the court.

20 19. Plaintiff releases Defendant (including all related persons and entities as identified in
21 Paragraph 7 above) from all nuisance or similar claims arising out of activities occurring before
22 the date of this Stipulated Judgment.

23 20. Defendant agrees that any act, intentional or negligent, or any omission or failure by its
24 agents, officers, employees and/or representatives to comply with the requirements set forth in
25 Paragraphs 8 through 16 above will be deemed to be the act, omission, and/or failure of Defendant
26 and shall not constitute a defense to a failure to comply with any part of this Stipulated Judgment.
27 Further, should any dispute arise between any member, agent, employee or representative of
28 Defendant for any reason, it agrees that such dispute shall not constitute a defense to any failure to

1 comply with any part of this Stipulated Judgment, nor justify a delay in executing the
2 requirements herein.

3 **DISMISSAL OF DOES**

4 21. All allegations as to DOES 1 through 50, inclusive, are dismissed.

5 **RETENTION OF JURISDICTION**


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

10 23. The clerk is ordered to immediately enter this Stipulated Judgment.

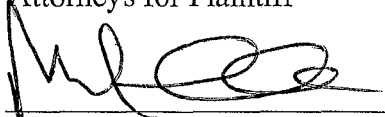
11 24. By signing this Stipulated Judgment, Defendant admits personal knowledge of the
12 terms set forth herein. Service by mail shall constitute sufficient notice for all purposes.

13 **IT IS SO STIPULATED.**

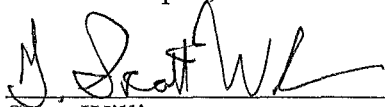
14 Dated: October 22, 2013 JAN I. GOLDSMITH, City Attorney

15
16 By 
17 Nicole Pedone
18 Deputy City Attorney
19 Attorneys for Plaintiff

20 Dated: October 17, 2013

21 
22 BRE/LQ PROPERTIES, L.L.C., a Delaware
23 limited liability company doing business in
24 California, Defendant
25 By, _____
26 Mark Chloupek, Vice President

27 Dated: October 21, 2013

28 
29 Scott Williams
30 Attorney for Defendant

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Upon the stipulation of the parties hereto and upon their agreement to entry of this Stipulated 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: NOV 20 2013

JUDITH F. HAYES

JUDGE OF THE SUPERIOR COURT