

**FILED**  
Clerk of the Superior Court

JUN 23 2021

By: K. Mulligan, Clerk

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.

TETO-ORAN LIMITED PARTNERSHIP, a Nevada domestic limited partnership; ANNE AGBANAWAG VIVES, an individual; ORIAL HIGA AGBANAWAG, an individual; and DOES 1 through 50, inclusive.

Defendants.

Case No. 37-2021-00025057-CU-MC-CTL

~~PROPOSED~~ ORDER APPOINTING RECEIVER, TEMPORARY RESTRAINING ORDER, AND FOR AN ORDER TO SHOW CAUSE RE: CONFIRMATION OF RECEIVER, ABATEMENT OF A PUBLIC NUISANCE, AND INJUNCTIVE RELIEF

IMAGED FILE

Date: June 23, 2021  
Time: 9:00 a.m.  
Dept.: C-74  
Judge: Hon. Keri Katz  
Complaint filed: June 8, 2021  
Trial Date: None Set

This matter came on for hearing *ex parte* on June 23, 2021 at 9:00 a.m. in Department C-74, the Honorable Keri Katz, Judge presiding. Deputy City Attorney Michael J. McGowan appeared on behalf of Plaintiffs, the People of the State of California and City of San Diego. Richardson Griswold, Esq., the proposed receiver, was present at the hearing.

Paul Suppa appeared on behalf of Defendant Teto-Oran Limited Partnership.

Paul Suppa appeared on behalf of Defendant Anne Agbanawag Vives.

Paul Suppa appeared on behalf of Defendant Oriol Higa Agbanawag.

Upon reviewing Plaintiffs' Application for Order Appointing Receiver, Temporary Restraining Order, and for an Order to Show Cause re: Confirmation of Receiver, Abatement of a

1 Public Nuisance, and Injunctive Relief, the supporting Memorandum of Points and Authorities,  
2 and all supporting declarations and exhibits on file in this action, and good cause appearing, the  
3 Court finds and orders:

4 FINDINGS OF FACT

5 1. The owner of record of the property located at 1909 Mesa Hills Court in the City of  
6 San Diego, California 92114 (Property), is Defendant Teto-Oran Limited Partnership, of which  
7 Defendant Anne Agbanawag Vives is the General Partner. The Property is substandard as defined  
8 per California Health and Safety Code (Cal. Health & Safety Code) section 17920.3 and is a  
9 public nuisance. The conditions existing at the Property violate the Cal. Health & Safety Code  
10 and the San Diego Municipal Code.

11 2. The violations at the Property are so extensive and of such a nature that they  
12 substantially endanger the health and safety of the occupants and the general public.

13 3. On March 8, 2019, the City of San Diego (City), as a local enforcement agency, issued  
14 and served a Notice and Order to Vacate and Repair Substandard Building, and Abate Public  
15 Nuisance to Defendants Teto-Limited Partnership, Anne Agbanawag Vives, and Defendant Oriol  
16 Higa Agbanawag, pursuant to Cal. Health & Safety Code section 17980.6.

17 4. Defendants have been afforded a reasonable opportunity to correct the conditions cited  
18 in the City's notice and have failed to comply as requested.

19 5. The Property's substandard conditions will likely persist unless the Court appoints a  
20 receiver to take possession of the Property and undertake its rehabilitation.

21 6. Cal. Health & Safety Code section 17980.7(c) and the Court's inherent equitable  
22 powers authorize the Court to appoint a receiver to take possession of the Property and undertake  
23 its rehabilitation.

24 7. California Rules of Court, Rule 3.1175, and San Diego Superior Court Rule 2.5.4  
25 authorize the Court to appoint a receiver by *ex parte* order.

26 8. Defendants and all persons with an interest in the Property were afforded notice of the  
27 City's intent to petition the Court for appointment of a receiver for the Property.

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1 9. Richardson Griswold, Esq., as the City's receiver nominee, has demonstrated the  
2 capacity and expertise to undertake and supervise the rehabilitation of the Property.

3 APPOINTMENT OF A RECEIVER

4 **IT IS HEREBY ORDERED:**

5 10. Richardson Griswold, Esq. (Receiver) is immediately appointed as receiver of the  
6 Property pursuant to Cal. Health & Safety Code section 17980.7(c) and is given those powers  
7 granted under California Code of Civil Procedure section 568, Cal. Health & Safety Code section  
8 17980.7(c)(4), this Order and future orders of the Court. The Receiver is to take full control and  
9 possession of the Property and to take such actions as necessary to abate the public nuisance and  
10 to remedy all state and local housing code violations.

11 11. Within five calendar days after this Order is entered, the Receiver shall: 1) execute and  
12 file with the Court a Receiver's Oath; and 2) file a bond with the Court as required per California  
13 Code of Civil Procedure section 567(b) in the amount of \$10,000 to secure the faithful  
14 performance of his duties.

15 12. The Receiver shall have the following powers and duties, including but not limited to:

- 16 a. Take full and complete control of the Property;
- 17 b. Enter and inspect the Property;
- 18 c. Remove all trash, junk and debris from the interior and exterior of the Property as  
19 soon as possible;
- 20 d. Maintain the Property vacant during the pendency of the receivership, should the  
21 Receiver believe vacating the Property to be required to safely and adequately carry out the  
22 purposes of this receivership. If any Defendant or any occupant refuses to vacate the Property, the  
23 Receiver may obtain a writ of possession or equivalent legal authority under the circumstances to  
24 remove Defendant or any other occupant from the Property;
- 25 e. Secure the Property and prohibit the entry of unauthorized individuals;
- 26 f. Post "No Trespassing" signs at the Property that are visible from the public right-  
27 of-way and file a Letter of Agency with the San Diego Police Department;

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1 g. Manage the Property and pay expenses for the operation of the Property, including  
2 taxes, insurance, utilities, general maintenance and debt secured by an interest in the Property;

3 h. Secure a cost estimate and construction plan from a licensed contractor to make  
4 the repairs necessary to correct the conditions cited in the City's notice and to correct any other  
5 conditions found during an inspection of the Property;

6 i. Enter into contracts and employ a licensed contractor as necessary to correct the  
7 conditions cited in the City's notice and to correct any other conditions found during an  
8 inspection of the Property, and further, consult with and/or employ appropriate counseling  
9 services to assist the Receiver in dealing with or helping Defendants;

10 j. Borrow funds to pay for repairs necessary to correct the substandard housing  
11 conditions existing at the Property and secure that debt, with Court approval, with a recorded  
12 priority lien on the Property. The lien shall take priority over all existing encumbrances on the  
13 Property except tax liens; and

14 k. Exercise the powers granted to receivers under section 568 of the California Code  
15 of Civil Procedure, including the power to sell the Property, if necessary.

16 13. Pursuant to Cal. Health & Safety Code section 17980.7(c)(3), that Defendants and  
17 their agents be enjoined from:

18 a. Collecting any rents from the Property;

19 b. Interfering with the Receiver in the operation of the Property; and

20 c. Encumbering or transferring the Property, or any portion of the Property, during  
21 the receivership period.

22 14. The Receiver shall offer counseling, therapy or treatment services to Defendants to  
23 address their hoarding, or for any reason the Receiver deems reasonable and necessary.

24 15. The City has incurred, and will continue to incur attorney fees, expenses and costs.  
25 The City is entitled to recover those fees and costs from Defendant TOLP pursuant to Cal. Health  
26 & Safety Code sections 17980.7(c)(11) and 17980.7(d)(1). The City is requesting payment of  
27 these fees and costs via the Receiver.

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1           16. The Receiver is permitted to fund an initial \$15,000 receivership certificate with  
2 super-priority status to cover the costs of securing the Property and the initial costs of the  
3 receivership.

4           17. If an order issued by the Receiver under the direction of this Court is refused by any  
5 person, the Receiver is authorized to enlist the assistance of law enforcement to ensure  
6 compliance with the Order. Law enforcement officers are authorized to employ all reasonably  
7 necessary measures to secure cooperation and compliance with the order issued by the Receiver,  
8 including but not limited to, the use of forced entry onto/into the Property should consent to enter  
9 be refused.

10           18. Failure to comply with this Order, or any other orders issued by the Court, shall be  
11 punishable by civil contempt pursuant to Cal. Health & Safety Code sections 17995-17995.5 and  
12 any other penalties and fines the Court deems appropriate.

13           19. The Receiver shall be entitled to receive compensation for his services at a rate of  
14 \$300 per hour, for the repair of the Property, as well as reimbursement for expenses per Cal.  
15 Health & Safety Code section 17980.7(c)(5).

16           20. The Receiver shall prepare monthly accounting reports in accordance with Cal. Health  
17 & Safety Code section 17980.7(c)(8) and file them with the Court. The monthly accounting  
18 reports must also be served on all parties.

19           21. The Receiver shall not be discharged until the conditions cited in the City's notice  
20 have been remedied in accordance with the court order or judgment and a complete accounting of  
21 all costs and repairs has been delivered to the Court as required per Cal. Health & Safety Code  
22 section 17980.7(c)(9).

23           22. The Receiver shall not be held liable for the removal and disposal of any personal  
24 property.

25           23. The Receiver shall permit City inspectors, law enforcement and Plaintiffs reasonable  
26 access to the Property to inspect for compliance and cooperate with the City and law enforcement  
27 as necessary.

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1 24. The receivership shall be in full force and effect until this Court terminates the  
2 receivership.

3 25. After discharging the Receiver, the court shall retain jurisdiction for up to 18 months  
4 and require Defendants and the City to report to the court in accordance with a schedule  
5 determined by this Court.

6 TEMPORARY RESTRAINING ORDER

7 **IT IS FURTHER ORDERED:**

8 26. That Defendants Teto-Oran Limited Partnership, Anne Agbanawag Vives, Oriol Higa  
9 Agbanawag, and their agents, servants, employees, partners, associates, officers, representatives,  
10 and all persons acting in concert or participating with them, with actual or constructive notice of  
11 this injunction, be **immediately enjoined** and restrained pursuant to San Diego Municipal Code  
12 sections 12.0202 and 121.0311, California Code of Civil Procedure sections 526 and 731, and  
13 Cal. Health & Safety Code section 17980.7(c), from engaging or performing, directly or  
14 indirectly, the following acts:

15 Maintaining a substandard property at 1909 Mesa Hills Court in the City of San Diego, in  
16 violation of state and local building laws and as a public nuisance, which is a threat to the health,  
17 safety and welfare of the public.

18 ORDER TO SHOW CAUSE

19 **IT IS FURTHER ORDERED:**

20 27. That Defendants Teto-Oran Limited Partnership, Anne Agbanawag Vives, and Oriol  
21 Higa Agbanawag appear at a hearing on 7/15, 2021, at 10<sup>00</sup> (a.m.)  
22 in Department 74 regarding an Order to Show Cause Why the Receiver Should Not be  
23 Confirmed, the Public Nuisance Abated, and Injunctive Relief Granted (OSC). The moving  
24 papers filed with Plaintiffs' *Ex Parte* Application shall be Plaintiffs' moving papers for the  
25 Confirmation of Receiver, Abatement of a Public Nuisance, and Injunctive Relief hearing.  
26 Supplemental briefing and supporting documentation may be filed if necessary.

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**THE COURT FURTHER ORDERS:**

28. That Defendants Teto-Oran Limited Partnership, Anne Agbanawag Vives, and Oriol Higa Agbanawag shall not interfere, obstruct or resist the efforts of the Receiver to manage, rehabilitate and maintain the Property.

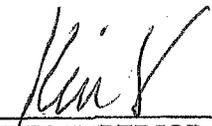
29. An agent of the City is authorized to post a copy of this Order on the exterior of the Property in a place visible to anyone entering and exiting the premises.

30. The City is authorized to record this Order with the San Diego County Recorder's Office and provide notice of the Order to Defendants and any occupants of the Property.

31. This Temporary Restraining Order will remain in place until further order of this Court.

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

Dated: 6-23-2021

  
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JUDGE OF THE SUPERIOR COURT

**KERI G. KATZ**