



CITY ATTORNEY DENNIS HERRERA

NEWS RELEASE

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THURSDAY, FEBRUARY 10, 2011

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Herrera secures injunction to protect Marina District

Owners of the Bridge Motel now under court order to comply with nuisance laws, pay the City \$156,000

SAN FRANCISCO (Feb. 10, 2011)—A San Francisco Superior Court judge has approved an injunction negotiated by City Attorney Dennis Herrera to end a two-year legal battle with the Bridge Motel, a Marina District residential hotel in that has been a magnet for criminal and nuisance activities including violence, drugs, and other illegal activities. The embattled establishment had also been the subject of dozens of complaints about substandard housing conditions. The injunction, which puts the owners of the Bridge Motel under Court jurisdiction for the next five years, requires the owners to comply fully with all local and state laws, and adequately maintain the building and its surroundings. The owners have also agreed to pay the City \$156,000.

“For too long, the Bridge Motel has been a renegade operation—a public nuisance to Marina District residents and hotel tenants,” Herrera said. “Today’s injunction requires the owners to correct all violations of state and local law to protect health and safety. I will work closely with the San Francisco Police, Fire, Building and Public Health Departments to ensure that the owners of the Bridge Motel continue to comply, and that they act as good community citizens.”

Herrera sued the Bridge Motel in October 2009, detailing an egregious pattern of housing, fire and health code violations by the establishment’s owners and previous operators, who repeatedly defied corrective orders from City building and housing inspectors. Dozens of Notices of Violation and several Orders of Abatement went virtually unheeded prior to the lawsuit, according to the City Attorney’s previous pleadings. The lawsuit prompted the owners to bring the property into compliance with state and local laws. Today’s injunction requires that the owners prohibit the sale and distribution of drugs on the property, keep a watchful eye on criminal activity by tenants, make immediate contact with the San Francisco Police Department upon receiving information that criminal activity is occurring on or around the property, increase security measures by maintaining security gates and locks and working security cameras, and immediately correct all outstanding building and housing code violations.

Named as defendants in Herrera’s lawsuit are Tarunkumar, Vinodkumar, Sangita and Vyomesh Patel, as trustees of various family trusts that own the property at 2524 Lombard Street, and Mohammed and Nasir Shaikh, who formerly leased and operated the Bridge Motel. The case is *City and County of San Francisco and People of the State of California v. Tarunkumar K. Patel et al.*, San Francisco Superior Court Case No. CGC-09-493770, filed Oct. 26, 2009.

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COPY

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ENDORSED
FILED
San Francisco County Superior Court

FEB 10 2011

CLERK OF THE COURT
BY: G. Gonzales.
Deputy Clerk

8 Attorneys for Plaintiffs
CITY AND COUNTY OF SAN FRANCISCO AND
9 PEOPLE OF THE STATE OF CALIFORNIA

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO
12 UNLIMITED JURISDICTION

13 CITY AND COUNTY OF SAN
14 FRANCISCO, a Municipal Corporation, and
the PEOPLE OF THE STATE OF
15 CALIFORNIA, by and through DENNIS J.
16 HERRERA, City Attorney for the CITY AND
COUNTY OF SAN FRANCISCO,

Case No. CGC 09 493-770

[PROPOSED] STIPULATED INJUNCTION

17 Plaintiffs,

18 vs.

19 TARUNKUMAR K. PATEL, as Trustee, or
any Successor Trustee(s) of the PATEL
20 FAMILY REVOCABLE TRUST DATED
DECEMBER 31, 2002; VINODKUMAR R.
21 PATEL and SANGITA V. PATEL, as Trustees
of THE VINODKUMAR R. PATEL AND
22 SANGITA V. PATEL LIVING TRUST,
DATED AUGUST 29, 2001; VYOMESH R.
23 PATEL, as Trustee of THE VYOMESH R.
PATEL LIVING TRUST, DATED AUGUST
24 29, 2001; MOHAMMED SHAIKH; NASIR
25 SHAIKH; and DOE ONE through DOE
FIFTY, inclusive,

Date Action Filed: October 26, 2009

26 Defendants.

1 Pursuant to settlement by the parties, this Stipulated Injunction ("Injunction" or "Order") was
2 presented before the above-captioned Court, the Honorable Loretta Giorgi, presiding. Plaintiffs, the
3 CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, and the PEOPLE OF THE
4 STATE OF CALIFORNIA ("Plaintiffs" or the "City"), were represented by their attorney, DENNIS J.
5 HERRERA, City Attorney, appearing through CELIA W. LEE, Deputy City Attorney. Defendants
6 TARUNKUMAR K. PATEL, as Trustee, or any Successor Trustee(s) of the PATEL FAMILY
7 REVOCABLE TRUST DATED DECEMBER 31, 2002; VINODKUMAR R. PATEL and SANGITA
8 V. PATEL, as Trustees of THE VINODKUMAR R. PATEL AND SANGITA V. PATEL LIVING
9 TRUST, DATED AUGUST 29, 2001; VYOMESH R. PATEL, as Trustee of THE VYOMESH R.
10 PATEL LIVING TRUST, DATED AUGUST 29, 2001; MOHAMMED SHAIKH; NASIR SHAIKH
11 ("Defendants") were represented by RICHARD J. STRATTON, of Hanson Bridgett LLP.

12 **REFERENCES TO DEFENDANTS.** Whenever the term "Defendants" is used in this Order,
13 the term includes all named Defendants: TARUNKUMAR K. PATEL, as Trustee, or any Successor
14 Trustee(s) of the PATEL FAMILY REVOCABLE TRUST DATED DECEMBER 31, 2002;
15 VINODKUMAR R. PATEL and SANGITA V. PATEL, as Trustees of THE VINODKUMAR R.
16 PATEL AND SANGITA V. PATEL LIVING TRUST, DATED AUGUST 29, 2001; VYOMESH R.
17 PATEL, as Trustee of THE VYOMESH R. PATEL LIVING TRUST, DATED AUGUST 29, 2001;
18 MOHAMMED SHAIKH; and NASIR SHAIKH, as well as Defendants' agents, servants, employees,
19 representatives, assigns, tenants, and lessees, and all persons acting in concert or participating with or
20 on behalf of Defendants, with actual or constructive notice of this Order.

21 Whenever the specific term "Patel Defendants" is used in this Order, the term shall mean
22 Defendants TARUNKUMAR K. PATEL, as Trustee, or any Successor Trustee(s) of the PATEL
23 FAMILY REVOCABLE TRUST DATED DECEMBER 31, 2002; VINODKUMAR R. PATEL and
24 SANGITA V. PATEL, as Trustees of THE VINODKUMAR R. PATEL AND SANGITA V. PATEL
25 LIVING TRUST, DATED AUGUST 29, 2001; and VYOMESH R. PATEL, as Trustee of THE
26 VYOMESH R. PATEL LIVING TRUST, DATED AUGUST 29, 2001, as well as Patel Defendants'
27 agents, servants, employees, representatives, assigns, tenants, and lessees, and all persons acting in
28

1 concert or participating with or on behalf of Defendants, with actual or constructive notice of this
2 Order.

3 Whenever the specific term "Shaikh Defendants" is used in this Order, the term shall mean
4 Defendants MOHAMMED SHAIKH and NASIR SHAIKH, as well as Shaikh Defendants' agents,
5 servants, employees, representatives, assigns, tenants, and lessees, and all persons acting in concert or
6 participating with or on behalf of Defendants, with actual or constructive notice of this Order.

7 Plaintiffs and Defendants (the "Parties") consent to entry of this Order by the Court without a
8 noticed motion, hearing, or trial.

9 The Parties, having stipulated to the provisions set forth herein, the Court having reviewed the
10 provisions, the Parties having agreed to the issuance of this Order, and good cause appearing therefor,

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

12 **A. JURISDICTION.** This Court has jurisdiction over the subject matter and each of the
13 parties in this action. The Court issues this Order pursuant to its authority under California Health and
14 Safety Code Section 11573, Health and Safety Code Section 17980, *et seq.*, Business and Professions
15 Code Section 17203, Civil Code Sections 3491, 3494, 3496, and Code of Civil Procedure Section 731.
16 The Court expressly retains jurisdiction to modify this Order as the ends of justice may require. The
17 Court may hear and decide issues regarding the scope and effect of the injunctive provisions, herein.
18 Any party to this Order may apply to the Court at any time, after making a reasonable effort to meet
19 and confer with the other parties, for further orders and directions as may be necessary or appropriate
20 for the construction, application or carrying out of the injunctive provisions, herein. The Court can
21 modify any of the injunctive provisions hereof and take such further action as may be necessary or
22 appropriate to carry into effect the injunctive provisions hereof, and for the punishment of violations
23 of same, if any.

24 **B. AUTHORITY.** Plaintiffs have the authority under California Law and the San
25 Francisco Municipal Codes to maintain this action for the protection of the People of the State of
26 California and the citizens of the City and County of San Francisco, concerning the conduct alleged in
27 the Complaint filed on October 26, 2009 ("Complaint").
28

1 **C. APPLICATION.** The injunctive provisions of this Order are applicable to all Patel
2 Defendants, their agents, servants, employees, representatives, assigns, tenants, lessees, and to all
3 persons who are acting in concert with Patel Defendants or any of them, in connection with the
4 property and the structure located at 2524-2532V Lombard Street (aka the "Bridge Motel"), Assessor's
5 Block 0935, Lot 003 in the City and County of San Francisco, State of California (the "Property" or
6 "Premises").

7 As the Shaikh Defendants no longer have any management or maintenance role at the
8 Premises, the injunctive provisions are not presently applicable to the Shaikh Defendants. However,
9 in the event that the Shaikh Defendants assume any such role after the date of this Order, the Shaikh
10 Defendants also agree to be bound by its terms in accordance with this paragraph C.

11 **D. NECESSITY.** The Property, which is more particularly described in Exhibit A,
12 attached hereto and incorporated herein, has been a public nuisance due to alleged continuing
13 violations of the Drug Abatement Act (Health and Safety Code Sections 11570-11581), the State
14 Housing Law (Health and Safety Code Sections 17910-17998.3), the Unfair Competition Law
15 (Business and Professions Code Sections 17200-17210), and the San Francisco Housing and Building
16 Codes. Such violations rendered the Property a public nuisance in that the Property has been
17 maintained as a place where controlled substances were sold, served, manufactured, stored, kept, or
18 distributed, and the Property has been maintained in a substandard condition, which endangered the
19 residents of the Property, the neighboring residents and merchants, and the general public.

20 **E. INJUNCTION:**

21 1. GENERAL.

22 IT IS FURTHER ORDERED that Patel Defendants are enjoined and restrained from:

- 23 a. maintaining the Property in such a manner and condition as to violate Health and
24 Safety Code Sections 17910-17998.3;
- 25 b. maintaining the Property in such a manner and condition as to violate Health and
26 Safety Code Sections 11570-11581;
- 27 c. maintaining the Property in such a manner and condition as to violate Business and
28 Professions Code Sections 17200-17210;

- 1 d. maintaining the Property in such a manner and condition as to constitute a public
2 nuisance as defined by Civil Code Sections 3479 and 3480 and the San Francisco
3 Housing and Health Codes;
- 4 e. maintaining the Property in such a manner and condition as to violate the San
5 Francisco Housing Code;
- 6 f. maintaining the Property in such a manner and condition as to violate the San
7 Francisco Health Code;
- 8 g. maintaining the Property in such a manner and condition as to violate the San
9 Francisco Fire Code; and
- 10 h. maintaining the Property in such a manner and condition as to violate the San
11 Francisco Building Code.

12 2. NARCOTIC AND OTHER CRIMINAL ACTIVITY.

13 In order to effectively abate any public nuisance related to narcotics activity, IT IS
14 FURTHER ORDERED THAT the Patel Defendants, their servants, agents, employees, lessees,
15 successors and assigns, and the servants, agents, employees, lessees, successors and assigns of each of
16 them, and all other persons asserting control and management over the Property, shall do all of the
17 following:

- 18 a. Prohibit the sale, service, manufacture, storage, keeping, or distribution of
19 controlled substances and narcotics paraphernalia at the Property;
- 20 b. Immediately contact the San Francisco Police Department upon receiving
21 information that drug activity or other criminal activity is occurring in or around the
22 Property;
- 23 c. Maintain a daily log or record of all calls made to the San Francisco Police
24 Department, including the date and time of the call, the identity of the caller, the
25 nature of the incident reported, and the report or incident number assigned to the
26 call by the San Francisco Police Department;
- 27
28

1 d. Post and maintain signs at all times, in bold typeface, at least two feet by three feet
2 in size, on each and every exterior door to the Property plus three on each floor of
3 the Property, stating the following:

4 THE MANAGEMENT OF THIS HOTEL IS COOPERATING WITH THE
5 SAN FRANCISCO POLICE DEPARTMENT AND WILL REPORT ANY
6 VIOLATION OF LAW.

7 THESE PREMISES ARE UNDER COURT ORDER NOT TO BE
8 USED FOR THE SALE, STORAGE, GIVING AWAY,
9 MANUFACTURE, OR USE OF ILLEGAL DRUGS. NO ILLEGAL
10 DRUGS SHALL BE SOLD OR GIVEN AWAY TO ANY PERSONS
11 ENTERING OR LEAVING THESE PREMISES. NUISANCE
12 ACTIVITIES SUCH AS LOITERING, LITTERING, VERBAL
13 HARASSMENT OF PASSERSBY, PUBLIC URINATION, LEWD
14 CONDUCT, PROSTITUTION, GAMBLING, LOUD NOISES,
15 PUBLIC INTOXICATION AND OTHER DISTURBANCES OF THE
16 PEACE WILL NOT BE TOLERATED HERE AND MAY BE
17 GROUNDS FOR IMMEDIATE EVICTION BY MANAGEMENT.

18 e. Within 30 days of the entry of this Order, if Patel Defendants have not done so
19 already, install and maintain working security gates and locks at all entrances to the
20 building and issue keys only to lawful residents and to members of the San
21 Francisco Police Department, upon request. Patel Defendants shall instruct
22 residents not to duplicate keys or give copies of keys to non-residents for non-
23 residents' use, and to always keep the exterior doors locked and secure after
24 entering and exiting the building; and

25 f. Within 30 days of the entry of this Order, if Patel Defendants have not done so
26 already, install in a manner that is secure from interference by tenants or their
27 guests, and then maintain in good working order at all times thereafter, an intercom
28 system or reasonable facsimile, and a security video camera system to give the desk
clerk the ability to limit access to the common areas and the residential portions of
the building to tenants and authorized guests. The video camera system must be
secure from disablement and provide observation of all entrances and all common
areas of the Premises, including the public sidewalk fronting 2524 Lombard Street.

1 Video recordings must be kept in an orderly manner and stored in a place and
2 manner making them readily available for inspection by the City Attorney's Office
3 or the Police Department, and shall be immediately provided to the same for
4 inspection upon demand;

5 3. PUBLIC NUISANCE BASED ON SUBSTANDARD CONDITIONS.

6 In order to effectively abate and prevent any public nuisance related to substandard conditions,
7 IT IS FURTHER ORDERED THAT the Patel Defendants, their servants, agents, employees, lessees,
8 successors and assigns, and the servants, agents, employees, lessees, successors and assigns of each of
9 them, and all other persons asserting control and management over the Property:

10 a. Are enjoined and restrained from maintaining, operating, or occupying the
11 property which is the subject of this action unless, within 60 days of the date of entry of this
12 Injunction/Order, they correct and obtain San Francisco Department of Building Inspection
13 ("Building Inspection") sign-off for all code violations listed, described, contained in the
14 Notices of Violation and Orders of Abatement listed in the Complaint filed in this action on
15 October 26, 2009, in addition to the Notice of Violation issued by Building Inspection on
16 October 29, 2009.

17 b. If Patel Defendants fail to commence the work, or fail to cause the work to be
18 completed and signed-off by Building Inspection within the times prescribed herein, Plaintiffs
19 may, by order of the Building Inspection Director, cause the Property, or any portion thereof,
20 to be vacated and barricaded, boarded up or otherwise secured against use or occupancy
21 pending the repair and correction of all conditions ordered to be corrected. The Building
22 Inspection Director can also cause the Property, or any portion thereof, to be repaired or altered
23 so as to render the same safe and in compliance with applicable laws and ordinances by such
24 means as the Building Inspection Director shall deem advisable, in addition to any other
25 remedy provided by law.

26 c. In the event that Plaintiffs cause the Property, or any portion thereof, to be
27 secured, repaired, and restored pursuant to this Order, Plaintiffs may apply to the Court by
28 motion for, and shall be entitled to, a Judgment against Patel Defendants and their successors

1 and assigns, in the amount reasonably expended by Plaintiffs pursuant to this Order, and said
2 judgment shall be a lien upon the property. Plaintiffs' lien upon the Property shall be in such
3 amount in addition to Plaintiffs' costs herein; and in such event, for the purpose of enforcing
4 and satisfying said Judgment, in addition to any other remedy of Plaintiffs at law or in equity
5 for the enforcement of this Order, and said Judgment may order that the Property shall be sold
6 and the proceeds thereof applied to said Judgment.

7 d. In order to promote safe practices regarding the disposal of refuse, particularly
8 needles, and thus promote protection of the health and safety of residents of the Property and of
9 the surrounding neighborhood, Patel Defendants shall arrange for a regular system of
10 needle/syringe disposal pursuant to the San Francisco SF Needle/Syringe Disposal Program by
11 obtaining appropriate disposal containers from Walgreen's (or other appropriate facility
12 pursuant to the Program, such as the "Sharps Disposal By Mail System,"
13 http://www.sharpsinc.com/disposal_mail_product_page.htm) and placing them in an
14 appropriate location on the Premises, and returning such containers for safe collection and
15 disposal of needles/syringes. In arranging for a regular system of needle/syringe disposal,
16 Patel Defendants shall ensure that any disposal bin placed on the Premises shall be secured and
17 locked against potential forcible opening.

18 e. Patel Defendants shall ensure that the Property remains in a code-compliant
19 condition by personally inspecting the Property or having it inspected at least once a month
20 during the pendency of this Injunction and creating a written inspection report documenting the
21 presence or absence of any deficiencies discovered during such inspection.

22 f. **FUTURE CODE VIOLATIONS.** If Patel Defendants receive any Notices of
23 Violation, Notices or Orders to Abate, or any other citations from a City agency regarding the
24 condition of the Property within the injunctive period, Patel Defendants shall do all of the
25 following:

26 i. Notify the City Attorney's Office, Code Enforcement Division within 10
27 days of the issuance of the Notice of Violation, Notice or Order to Abate, or other
28 citation.

1 ii. Abate the code violations within the time specified on the Notice of
2 Violation, Notice or Order to Abate, or other citation.

3 iii. If permits are required to abate the violations, Patel Defendants shall
4 apply for and obtain all required and appropriate permits for the scope of the work to be
5 undertaken.

6 iv. If such violations are not corrected within the time limit provided on the
7 Notice of Violation, Patel Defendants shall, if the Court so finds, pay civil penalties for
8 each day the violation remains unabated, as provided by law, in addition to any other
9 fines or penalties and attorney's fees provided by law or this Injunction.

10 v. If new violations of the San Francisco Municipal Code are discovered at
11 the Property during the pendency of this action, and no City agency has yet issued a
12 Notice of Violation, Plaintiffs will make reasonable efforts to contact Patel Defendants
13 to notify them of the violation(s) and arrange for their abatement.

14 **F. UNFAIR AND UNLAWFUL BUSINESS PRACTICES.** Defendants are alleged to
15 have engaged at the Property in a pattern and practice of unfair and unlawful business practices in
16 violation of the California Business and Professions Code, consisting of maintaining a public nuisance
17 that has negatively impacted residents of the Property and of the surrounding neighborhood, as well as
18 violations of state and local codes governing the health and safety of residents of the building and of
19 the surrounding neighborhood.

20 Since the filing of the Complaint in this Action on October 29, 2009, Patel Defendants have
21 arranged for new management of the Property. In order to prevent further unfair and unlawful
22 business practices, IT IS FURTHER ORDERED THAT Patel Defendants, their servants, agents,
23 employees, lessees, successors and assigns, and the servants, agents, employees, lessees, successors
24 and assigns of each of them, and all other persons asserting control and management over the
25 Property, must do or continue to do all of the following:

- 26 1. Continue to use new management to provide management of the Premises;
27 2. Within 30 days of entry of this Order, provide the full name of and contact information
28 for current management;

1 3. Rectify all outstanding code violations alleged in the Complaint, as well as cease any
2 criminal activity, or criminal activity of residents or third parties on the Premises; should Patel
3 Defendants going forward fail to rectify such violations and/or behavior, after 90 days, Plaintiffs may
4 return to this Court for an order requiring a professional management company be engaged to manage
5 the property;

6 4. Employ an on-site manager to manage the Motel to respond to complaints from
7 neighbors and tenants in a timely manner. Said manager shall be on duty at all times, 24 hours per
8 day. The on-site manager shall attend at least eight hours of property management training provided
9 by a professional property management training company;

10 5. Maintain a current list of the names of each and every tenant and occupant of every
11 room. This list shall be readily available for inspection by the City Attorney's Office or the Police
12 Department, and shall be immediately provided to the same for inspection upon demand;

13 6. Beginning immediately, NOT rent to any person or persons unless each prospective
14 adult tenant or occupant signs an acknowledgment of house rules, which shall contain a provision
15 which states that the unlawful sale, service, storage, manufacture, distribution, or use of controlled
16 substances, or any other criminal activity, on or around the Premises by any tenant, occupant or guest
17 of a tenant or occupant, is prohibited and may be grounds for permanent ejectment of the resident's
18 guest and eviction of the tenant and the initiation of eviction proceedings. Such house rules shall also
19 specifically prohibit any tenant, occupant, or guest of a tenant or occupant from disposing of trash or
20 debris (including needles) by throwing it out of the windows and shall require that no garbage or
21 debris at the Property shall be disposed of in any manner other than placement in an approved garbage
22 or sharps receptacle provided by the management of the Property, and shall provide that the disposal
23 of any trash or debris by throwing it out any window of the Property is grounds for permanent
24 ejectment of the resident's guest and eviction of the tenant and will result in the initiation of eviction
25 proceedings;

26 7. Within 30 days of the entry of this Order, commence eviction proceedings against any
27 occupant of the Premises who has been involved in the unlawful sale, service, storage, manufacture,
28 distribution or use of controlled substances, or any other criminal activity, on or around the Premises.

1 Looking forward, Patel Defendants must commence eviction proceedings within 30 days after receipt
2 of information or evidence providing a reasonable basis to believe that a tenant or occupant, or guest
3 of tenant or occupant, has violated, or permitted his or her guest to violate any law regarding the
4 unlawful sale, service, storage, manufacture, distribution or use of controlled substances, or any other
5 criminal activity, on or around the Premises;

6 8. Within 15 days of the entry of this Order, hire front desk clerks to monitor all persons
7 coming in and out of the Premises at all times of the day and night. The front desk clerks shall require
8 that all non-tenants entering or leaving the Bridge Motel produce identification to the front desk clerk
9 and sign, date, and time-record a log book listing the dwelling unit and the person being visited. All
10 log books shall be kept in an orderly manner and stored in a place that is readily available for
11 inspection by the City Attorney's Office or the Police Department, and shall be immediately provided
12 to the same for inspection upon demand.

13
14 **COMPLIANCE**

15 **IT IS FURTHER ORDERED THAT:**

16 **G. RECEIVERSHIP.** Should Patel Defendants fail to take the actions required by this
17 Order, or fail to act within the time limits proscribed herein, Plaintiffs may return to this Court to seek
18 the appointment of a receiver to manage the Property and abate any violations and nuisance. If a
19 receiver is appointed to manage the Property and abate the violations, Patel Defendants must, upon
20 demand, reimburse the receiver and the City for all costs and expenses related to the receivership,
21 including attorney's fees and costs. If Patel Defendants fail to reimburse the receiver and/or the City, a
22 lien for the amounts expended shall be placed upon the Property's title, and/or the receiver or the City
23 may return to this Court to obtain an order to sell the Property to reimburse the receiver and/or the
24 City.

25 **H. INSPECTION.**

26 1. In order to monitor compliance with this Order, Patel Defendants shall allow, and
27 Plaintiffs may conduct periodic inspections, upon 48 hours notice, of the exterior and common areas of
28 the interior of the Property, to determine compliance with the San Francisco Municipal Codes,

1 including, but not limited to, the Housing, Building, Electrical, Plumbing, Health, and Fire Codes.
2 Patel Defendants shall abate any violations discovered during such inspections within the time period
3 stated in any Notice of Violation issued after inspection by the responsible City agency.

4 2. In addition, in order to monitor compliance with this Order, upon request by the San
5 Francisco City Attorney's Office and/or the San Francisco Police Department and/or Department of
6 Building Inspection and/or the Department of Public Health, Patel Defendants shall provide copies of
7 any and all records relating to Patel Defendants' compliance with this Order within 72 hours of the
8 request. Should any matter deal with a life safety issue, Patel Defendants shall provide copies of any
9 and all records relating to Patel Defendants' compliance with this Order within 24 hours of the request.
10 Patel Defendants shall also provide copies of any and all records relating to compliance to their
11 attorneys within same this same time frame. Should any matter deal with a life safety issue, the
12 Plaintiffs shall have the option to notice the deposition of any Patel Defendant once during any 12
13 month period to question him or her about such records, upon notice in accordance with the California
14 Code of Civil Procedure. Any requests by the City shall be made through Patel Defendants' counsel.

15 **I. ENFORCEMENT.**

16 1. Violation of this Order may constitute contempt of Court. The terms of this Order may
17 be enforced through a contempt proceeding, a motion to enforce, or any other proceeding recognized
18 by the Court for enforcement of an injunction. In the event that the Court determines after hearing that
19 Patel Defendants and/or any other Defendants and/or their servants, agents, employees, successors and
20 assigns, and the servants, agents, employees, successors and assigns of each of them violated any of
21 the terms of this Order, Patel Defendants shall, if the Court so finds, be liable for civil penalties of no
22 less than \$2,500 and no more than \$6,000 for each violation of this Order, pursuant to Business and
23 Professions Code Section 17207.

24 2. Plaintiffs shall recover all reasonable attorney's fees and costs incurred in enforcing this
25 Order and/or monitoring Patel Defendants' compliance herewith.

26 3. Any fines, penalties, or other monetary relief specified in this Order shall be in addition
27 to any other relief or sanctions that the Court may order as a matter of law or equity.
28

1 4. The Court expressly reserves jurisdiction to take such further action as may be
2 necessary or appropriate to carry into effect the provisions of this Order.

3 **J. DEPARTMENT OF BUILDING INSPECTION ASSESSMENT FEES.** Patel
4 Defendants shall pay all currently due and owing assessment fees directly to the Department of
5 Building Inspection within 30 days of entry of this Order, or be in violation of this Injunction. Any
6 assessment fees generated or costs incurred by the Department of Building Inspection after entry of
7 this Order shall be paid directly to the Department of Building Inspection within 30 days of the invoice
8 or demand. Failure to pay the fees or costs within the 30 days of the invoice or demand shall be a
9 violation of this Order.

10 **K. ATTORNEYS' FEES, COSTS, AND PENALTIES.** Defendants shall pay the City
11 \$156,000 (One Hundred Fifty-Six Thousand Dollars) in settlement of all claims for civil penalties,
12 attorneys' fees, and costs incurred to date to settle its financial liability for violations of the Drug
13 Abatement Act (Health and Safety Code Sections 11570-11581), the State Housing Law (Health and
14 Safety Code Sections 17910-17998.3), the Unfair Competition Law (Business and Professions Code
15 Sections 17200-17210), and the San Francisco Fire, Housing and Building Codes.

16 1. The Parties have executed a Stipulated Judgment, filed concurrently herewith, wherein
17 Defendants agree to pay a judgment of \$156,000 in settlement of all claims for attorney fees, costs and
18 civil penalties. Per the terms of the Stipulated Judgment, Defendants shall pay the Judgment
19 according to the following schedule: one payment of \$12,000 each month, on or before the twentieth
20 day of each month, commencing in January 2011. Thus, the first payment of \$12,000 is due to the
21 City on January 20, 2011, and the final payment of \$12,000 is due to the City on January 20, 2012.

22 If Defendants fail to pay the Judgment by said time, the total sum will accumulate interest at
23 the rate of 10% per annum and may be collected in the same manner as a judgment. Failure to pay in
24 the amount or manner described in the Stipulated Judgment shall also be deemed a violation of this
25 Order.

26 2. Payments shall be delivered to the City Attorney's Office, 1390 Market Street, Sixth
27 Floor, San Francisco, CA 94102, attention: Celia W. Lee, Deputy City Attorney. The payment shall
28 be by check or money order made out to "City and County of San Francisco."

1 **L. RECORDATION.** This Injunction shall be filed with this Court and recorded at the
2 San Francisco County Clerk's Office.

3 **M. EFFECTIVE DATE AND TERM OF INJUNCTION.** Unless otherwise stated
4 herein, all Defendants shall comply with the terms of this Order upon entry by the Court. The terms of
5 this Injunction shall be in effect for sixty (60) months from the date of entry of this Order, provided
6 that its terms have been complied with during this period. If the Court finds that Defendants fail to
7 comply with the terms of this Order during the period when it is in effect, then its sixty-month term
8 shall be renewed starting on the date that the Court so finds a violation of this Order.

9 **N. NO WAIVER OF RIGHTS TO ENFORCE.** The failure of Plaintiffs to enforce any
10 provision of this Order shall in no way be deemed a waiver of such provision or in any way affect the
11 validity of this Order. The failure of Plaintiffs to enforce any such provision shall not preclude
12 Plaintiffs from later enforcing the same or any other provision of this Order. No oral advice, guidance,
13 suggestion, or comments by Plaintiffs' employees or officials regarding matters covered by this Order
14 shall be construed to relieve Defendants of their obligations.


15 **O. NOTICE TO SUBSEQUENT INTEREST HOLDERS.** Should Patel Defendants, or
16 their agents, servants, employees, representatives, assigns, tenants, lessees, or successors and the
17 agents, employees, representatives, assigns, tenants, lessees, and successors of each of them sell,
18 transfer, assign, lease or sublease the Property prior to completing the work contemplated in
19 Paragraphs E and F (and their subparts) of this Order, then Patel Defendants, or their agents,
20 employees, representatives, assigns, tenants, lessees, or successors, and the agents, employees,
21 representatives, assigns, tenants, lessees, sublessees, or successors of each of them shall

- 22 1. Notify the City Attorney's Office of the proposed sale, transfer, or assignment;
- 23 2. Identify any personal relationship between the potential new owner, transferee, or
24 assignee and Patel Defendants;
- 25 3. Prior to forming the sale, transfer, or assignment, give notice and provide a copy of this
26 Order to the potential new owner, transferee, or assignee;
- 27 4. Prior to the transfer of the title, pay all amounts owed to the City that are related to the
28 Property being sold; and


1 5. Require the new owner, transferee, or assignee, as a condition of the sale, transfer, or
2 assignment, to sign this Order, agree to be bound by its terms without limitation, by completing and
3 endorsing the Addendum attached to this Order (see Exhibit B).

4
5 Dated: 3/7/11

DENNIS J. HERRERA
City Attorney
ALEX G. TSE
Chief Attorney
Neighborhood and Resident Safety Division
CELIA W. LEE
Deputy City Attorney

11 By: 
12 CELIA W. LEE
13 Attorneys for Plaintiffs

14 Dated: 2-11-11


15 TARUNKUMAR K. PATEL, as Trustee, or
16 any Successor Trustee of the Patel Family
17 Revocable Trust dated 12/31/02
18 Defendant

19 Dated: _____

20 _____
21 VINODKUMAR R. PATEL, as Trustee of the
22 Vinodkumar R. Patel and Sangita V. Patel
23 Living Trust dated 8/29/01
24 Defendant

1 5. Require the new owner, transferee, or assignee, as a condition of the sale, transfer, or
2 assignment, to sign this Order, agree to be bound by its terms without limitation, by completing and
3 endorsing the Addendum attached to this Order (see Exhibit B).

4
5 Dated: _____

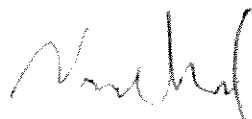
6
7 DENNIS J. HERRERA
8 City Attorney
9 ALEX G. TSE
10 Chief Attorney
11 Neighborhood and Resident Safety Division
12 CELIA W. LEE
13 Deputy City Attorney

14
15 By: _____
16 CELIA W. LEE
17 Attorneys for Plaintiffs

18
19 Dated: _____

20
21 TARUNKUMAR K. PATEL, as Trustee, or
22 any Successor Trustee of the Patel Family
23 Revocable Trust dated 12/31/02
24 Defendant

25
26 Dated: 2-4-11



27
28 VINODKUMAR R. PATEL, as Trustee of the
Vinodkumar R. Patel and Sangita V. Patel
Living Trust dated 8/29/01
Defendant

1 Dated: 8-4-11

Sangita V. Patel
SANGITA V. PATEL, as Trustee of the
Vinodkumar R. Patel and Sangita V. Patel Living
Trust, dated 8/29/01
Defendant

6 Dated: _____

VYOMESH R. PATEL, as Trustee of the
Vyomesh R. Patel Living Trust, dated 8/29/01
Defendant

9 Dated: _____

MOHAMMED SHAIKH
Defendant

12 Dated: _____

NASIR SHAIKH
Defendant

17 APPROVED AS TO FORM:

19 Dated: _____

RICHARD J. STRATTON
Attorney for Defendants

22 Dated: _____

JUDGE OF THE SUPERIOR COURT

25 CCSF v. Tarunkumar K. Patel, Trustee
26 S.F. Superior Court CGC 09 493-770

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Dated: _____

SANGITA V. PATEL, as Trustee of the
Vinodkumar R. Patel and Sangita V. Patel Living
Trust, dated 8/29/01
Defendant

Dated: 2/1/11 _____

Vyomesh R. Patel
VYOMESH R. PATEL, as Trustee of the
Vyomesh R. Patel Living Trust, dated 8/29/01
Defendant

Dated: _____

MOHAMMED SHAIKH
Defendant

Dated: _____

NASIR SHAIKH
Defendant

APPROVED AS TO FORM:

Dated: _____

RICHARD J. STRATTON
Attorney for Defendants

Dated: _____

JUDGE OF THE SUPERIOR COURT

CCSF v. Tarunkumar K. Patel, Trustee
S.F. Superior Court CGC 09 493-770

1 Dated: _____

2 SANGITA V. PATEL, as Trustee of the
3 Vinodkumar R. Patel and Sangita V. Patel Living
4 Trust, dated 8/29/01
5 Defendant

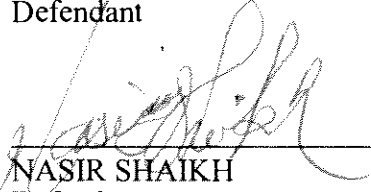
6 Dated: _____

7 VYOMESH R. PATEL, as Trustee of the
8 Vyomesh R. Patel Living Trust, dated 8/29/01
9 Defendant

10 Dated: _____

11 MOHAMMED SHAIKH
12 Defendant

13 Dated: 2-4-11


14 NASIR SHAIKH
15 Defendant

16 APPROVED AS TO FORM:

17 Dated: _____

18 RICHARD J. STRATTON
19 Attorney for Defendants

20 Dated: _____

21 JUDGE OF THE SUPERIOR COURT

22 CCSF v. Tarunkumar K. Patel, Trustee
23 S.F. Superior Court CGC 09 493-770
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Dated: _____

SANGITA V. PATEL, as Trustee of the
Vinodkumar R. Patel and Sangita V. Patel Living
Trust, dated 8/29/01
Defendant

Dated: _____

VYOMESH R. PATEL, as Trustee of the
Vyomesh R. Patel Living Trust, dated 8/29/01
Defendant

Dated: 2-4-2011




MOHAMMED SHAIKH
Defendant

Dated: _____

NASIR SHAIKH
Defendant

APPROVED AS TO FORM:

Dated: 2-4-2011



RICHARD J. STRATTON
Attorney for Defendants

Dated: FEB 10 2011

LORETTA M. GIORGI
JUDGE OF THE SUPERIOR COURT

CCSF v. Tarunkumar K. Patel, Trustee
S.F. Superior Court CGC 09 493-770

INDEX TO EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	Property Description for 2524-2532V Lombard Street
B	Addendum

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EXHIBIT A

Property Address:

2524-2532V Lombard Street

All that real property in the City and County of San Francisco, State of California, described as

follows:

PARCEL A:

COMMENCING at a point on the Northerly line of Lombard Street, distant thereon 101 feet, 3 inches Westerly from the Westerly line of Divisadero Street, running thence Westerly along said line of Lombard Street 75 feet; thence at a right angle Northerly 137 feet, 6 inches; thence at a right angle Easterly 75 feet; thence at a right angle Southerly 137 feet, 6 inches to the point of commencement.

BEING part of Western Addition Block No. 488.

Assessor's Parcel No. Lot 3, Block 935

PARCEL B:

COMMENCING at a point on the Northerly line of Lombard Street, distant thereon 176 feet and 3 inches Westerly from the Westerly line of Divisadero Street; running thence Westerly along said line of Lombard Street 50 feet; thence at a right angle Northerly 137 feet and 6 inches; thence at a right angle Easterly 50 feet; and thence at a right angle Southerly 137 feet and 6 inches to the point of commencement.

BEING part of Western Addition Block No. 488.

Assessor's Parcel No. Lot 4, Block 935

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ADDENDUM TO PRELIMINARY INJUNCTION
AGREEMENT OF SUCCESSORS IN INTEREST
TO BE BOUND BY THE TERMS OF THE INJUNCTION

_____ (NAME of successor in interest) is a successor, agent, employee, or assignee of the Premises located at 2524 Lombard Street, San Francisco, and described more particularly herein. _____ (NAME of successor in interest) has received a copy of the Preliminary Injunction between the CITY AND COUNTY OF SAN FRANCISCO and Defendants TARUNKUMAR K. PATEL, as Trustee, or any Successor Trustee(s) of the PATEL FAMILY REVOCABLE TRUST DATED DECEMBER 31, 2002; VINODKUMAR R. PATEL and SANGITA V. PATEL, as Trustees of THE VINODKUMAR R. PATEL AND SANGITA V. PATEL LIVING TRUST, DATED AUGUST 29, 2001; VYOMESH R. PATEL, as Trustee of THE VYOMESH R. PATEL LIVING TRUST, DATED AUGUST 29, 2001; MOHAMMED SHAIKH; NASIR SHAIKH , issued by the Court on _____ and filed and recorded on _____ and has read its contents. _____ (NAME of successor in interest) agrees to be bound without limitation by the terms of the Preliminary Injunction and agrees to perform any and all obligations of Defendants TARUNKUMAR K. PATEL, as Trustee, or any Successor Trustee(s) of the PATEL FAMILY REVOCABLE TRUST DATED DECEMBER 31, 2002; VINODKUMAR R. PATEL and SANGITA V. PATEL, as Trustees of THE VINODKUMAR R. PATEL AND SANGITA V. PATEL LIVING TRUST, DATED AUGUST 29, 2001; VYOMESH R. PATEL, as Trustee of THE VYOMESH R. PATEL LIVING TRUST, DATED AUGUST 29, 2001; MOHAMMED SHAIKH; NASIR SHAIKH , that may be required under the terms of the Preliminary Injunction or under such Court order as may be necessary or appropriate to enforce the provisions thereof. _____ (NAME of successor in interest) further agrees that the Court shall have jurisdiction over _____ (NAME of successor in interest) to enforce the terms of this Injunction and to issue such orders as may be necessary or appropriate to enforce the provisions thereof.

0374

DENNIS J. HERRERA, State Bar #139669
City Attorney
ALEX G. TSE, State Bar #152348
Chief Attorney
Neighborhood and Resident Safety Division
CELIA W. LEE, State Bar #172981
Deputy City Attorney
1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
Telephone: (415) 554-3858
Facsimile: (415) 437-4644
E-Mail: celia.lee@sfgov.org

ENDORSED
FILED
San Francisco County Superior Court

FEB 10 2011

CLERK OF THE COURT
BY: G. Gonzalez
Deputy Clerk

Attorneys for Plaintiffs
CITY AND COUNTY OF SAN FRANCISCO AND
PEOPLE OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

CITY AND COUNTY OF SAN
FRANCISCO, a Municipal Corporation, and
the PEOPLE OF THE STATE OF
CALIFORNIA, by and through DENNIS J.
HERRERA, City Attorney for the CITY AND
COUNTY OF SAN FRANCISCO,

Case No. CGC 09 493-770

STIPULATED JUDGMENT

Plaintiffs,

vs.

Date Action Filed: October 26, 2009

TARUNKUMAR K. PATEL, as Trustee, or
any Successor Trustee(s) of the PATEL
FAMILY REVOCABLE TRUST DATED
DECEMBER 31, 2002; VINODKUMAR R.
PATEL and SANGITA V. PATEL, as Trustees
of THE VINODKUMAR R. PATEL AND
SANGITA V. PATEL LIVING TRUST,
DATED AUGUST 29, 2001; VYOMESH R.
PATEL, as Trustee of THE VYOMESH R.
PATEL LIVING TRUST, DATED AUGUST
29, 2001; MOHAMMED SHAIKH; NASIR
SHAIKH; and DOE ONE through DOE
FIFTY, inclusive,

Defendants.

1 Pursuant to settlement by the parties, this Stipulated Injunction ("Injunction" or "Order") was
2 presented before the above-captioned Court, the Honorable Loretta Giorgi, presiding. Plaintiffs, the
3 CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, and the PEOPLE OF THE
4 STATE OF CALIFORNIA ("Plaintiffs" or the "City"), were represented by their attorney, DENNIS J.
5 HERRERA, City Attorney, appearing through CELIA W. LEE, Deputy City Attorney. Defendants
6 TARUNKUMAR K. PATEL, as Trustee, or any Successor Trustee(s) of the PATEL FAMILY
7 REVOCABLE TRUST DATED DECEMBER 31, 2002; VINODKUMAR R. PATEL and SANGITA
8 V. PATEL, as Trustees of THE VINODKUMAR R. PATEL AND SANGITA V. PATEL LIVING
9 TRUST, DATED AUGUST 29, 2001; VYOMESH R. PATEL, as Trustee of THE VYOMESH R.
10 PATEL LIVING TRUST, DATED AUGUST 29, 2001; MOHAMMED SHAIKH; NASIR SHAIKH
11 ("Defendants") were represented by RICHARD J. STRATTON, of Hanson Bridgett LLP.

12 **REFERENCES TO DEFENDANTS.** Whenever the term "Defendants" is used in this Order,
13 the term includes all named Defendants: TARUNKUMAR K. PATEL, as Trustee, or any Successor
14 Trustee(s) of the PATEL FAMILY REVOCABLE TRUST DATED DECEMBER 31, 2002;
15 VINODKUMAR R. PATEL and SANGITA V. PATEL, as Trustees of THE VINODKUMAR R.
16 PATEL AND SANGITA V. PATEL LIVING TRUST, DATED AUGUST 29, 2001; VYOMESH R.
17 PATEL, as Trustee of THE VYOMESH R. PATEL LIVING TRUST, DATED AUGUST 29, 2001;
18 MOHAMMED SHAIKH; and NASIR SHAIKH, as well as Defendants' agents, servants, employees,
19 representatives, assigns, tenants, and lessees, and all persons acting in concert or participating with or
20 on behalf of Defendants, related to compliance with the terms of this Stipulated Judgment and the
21 Stipulated Injunction, executed by the Parties and filed concurrently, herewith, and related to the
22 ownership, management, maintenance, and operation 2524-2532V Lombard Street (aka the "Bridge
23 Motel)," Assessor's Block 0935, Lot 003 in the City and County of San Francisco, State of California
24 Plaintiffs and Defendants (the "Parties") consent to entry of this Order by the Court without a
25 noticed motion, hearing, or trial.
26
27
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1 The Parties, in the spirit of compromise and to settle all pending claims in this case, having
2 stipulated to the provisions set forth herein, the Court having reviewed the provisions, the Parties
3 having agreed to the issuance of this Order, and good cause appearing therefor,

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

5 **A. JURISDICTION.** This Court has jurisdiction over the subject matter of this lawsuit as
6 set forth in the Complaint and over the Parties to this Order to make further orders and directions as
7 may be necessary or appropriate for the construction, application or carrying out of the provisions,
8 herein.

9 **B. AUTHORITY.** Plaintiffs have the authority under California Law and the San
10 Francisco Municipal Codes to maintain this action for the protection of the People of the State of
11 California and the citizens of the City and County of San Francisco, concerning the conduct alleged in
12 the Complaint, and to seek penalties for violation of the Injunction issued against Defendants, pursuant
13 to Business and Professions Code §17207, as alleged in the Complaint.

14 **C. FEES, COSTS, AND PENALTIES.**

15 1. Defendants TARUNKUMAR K. PATEL, as Trustee, or any Successor Trustee(s) of
16 the PATEL FAMILY REVOCABLE TRUST DATED DECEMBER 31, 2002; VINODKUMAR R.
17 PATEL and SANGITA V. PATEL, as Trustees of THE VINODKUMAR R. PATEL AND SANGITA
18 V. PATEL LIVING TRUST, DATED AUGUST 29, 2001; VYOMESH R. PATEL, as Trustee of THE
19 VYOMESH R. PATEL LIVING TRUST, DATED AUGUST 29, 2001; MOHAMMED SHAIKH;
20 NASIR SHAIKH agrees to entry of Judgment against it and for Plaintiffs in the amount of \$156,000.

21 2. Payment of the \$156,000 judgment shall be as follows: one payment of \$12,000 each
22 month, on or before the twentieth day of each month, commencing in January 2011. Thus, the first
23 payment of \$12,000 is due to the City on January 20, 2011, and the final payment of \$12,000 is due to
24 the City on January 20, 2012.

25 3. Defendant shall pay the Judgment by checks or money orders made payable to the
26 "City and County of San Francisco" and hand delivered to Deputy City Attorney Celia W. Lee at the
27 following address: City Attorney's Office, 1390 Market Street, Seventh Floor, San Francisco, CA
28 94102.

1 4. If Defendant fails to make any payment of \$12,000 by five (5) calendar days from each
2 payment due date (i.e., the twentieth day of each month), the total remaining sum will accumulate
3 interest at the rate of 10% per annum from the date of entry of the Judgment and may be collected in
4 the same manner as a judgment.

5 5. Plaintiffs shall be entitled to all attorneys' fees and costs associated with enforcing and
6 recovering the Judgment, in the event of Defendants' default.

7 6. Plaintiffs reserve the right to seek maximum penalties and remedies permitted under
8 Business and Professions Code Sections 17206 and 17207 in the event that Defendant violates any of
9 the terms of this Order. Failure of Defendant to comply with this Order may constitute contempt of
10 Court and may also subject Defendant to additional civil penalties pursuant to Business and
11 Professions Code Section 17207. If Plaintiffs determine that Defendant has failed to comply with the
12 terms of this Order, Plaintiffs may institute contempt proceedings, or move to enforce this Order, or
13 may institute any other proceeding recognized by the Court for enforcement of this Order.

14 7. In addition to any other remedy available herein, or at law or in equity, in the event that
15 Defendant violates any of the terms of this Order, Plaintiffs may return to court and seek the
16 appointment of a receiver to enforce the judgment and carry it into effect. Code of Civil Procedure §§
17 564(b) and 708.620.

18 **D. RECORDATION AND SATISFACTION.** This Stipulated Judgment shall be
19 filed with this Court and recorded in the San Francisco Recorder's Office. Upon Plaintiffs' receipt of
20 the full Judgment (and any accrued interest) in the manner herein described, Plaintiffs will file and
21 record a Satisfaction of Judgment as to the Stipulated Judgment.

22 ///

23 ///

1 SO STIPULATED:

2 Dated: 2/7/11

3 DENNIS J. HERRERA
4 City Attorney
5 ALEX G. TSE
6 Chief Attorney
7 Neighborhood and Resident Safety Division
8 CELIA W. LEE
9 Deputy City Attorney

10 By: 

11 CELIA W. LEE
12 Attorneys for Plaintiffs

13 Dated: 2-4-11

14 TARUNKUMAR K. PATEL, as Trustee, or
15 any Successor Trustee of the Patel Family
16 Revocable Trust dated 12/31/02
17 Defendant

18 Dated: _____

19 VINODKUMAR R. PATEL, as Trustee of the
20 Vinodkumar R. Patel and Sangita V. Patel
21 Living Trust dated 8/29/01
22 Defendant

23 Dated: _____

24 SANGITA V. PATEL, as Trustee of the
25 Vinodkumar R. Patel and Sangita V. Patel Living
26 Trust, dated 8/29/01
27 Defendant

28 Dated: _____

29 VYOMESH R. PATEL, as Trustee of the
30 Vyomesh R. Patel Living Trust, dated 8/29/01
31 Defendant

32 Dated: _____

33 MOHAMMED SHAIKH
34 Defendant

1 SO STIPULATED:

2 Dated: _____

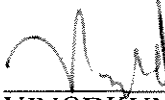
3 DENNIS J. HERRERA
4 City Attorney
5 ALEX G. TSE
6 Chief Attorney
7 Neighborhood and Resident Safety Division
8 CELIA W. LEE
9 Deputy City Attorney

10 By: _____
11 CELIA W. LEE
12 Attorneys for Plaintiffs

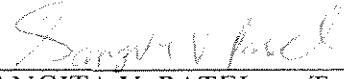
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15 any Successor Trustee of the Patel Family
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17 Defendant

18 Dated: 2-4-11

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20 VINODKUMAR R. PATEL, as Trustee of the
21 Vinodkumar R. Patel and Sangita V. Patel
22 Living Trust dated 8/29/01
23 Defendant

24 Dated: 2-4-11

25 
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27 Vinodkumar R. Patel and Sangita V. Patel Living
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Defendant

Dated: _____

VYOMESH R. PATEL, as Trustee of the
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Dated: _____

MOHAMMED SHAIKH
Defendant

1 SO STIPULATED:

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DENNIS J. HERRERA
City Attorney
ALEX G. TSE
Chief Attorney
Neighborhood and Resident Safety Division
CELIA W. LEE
Deputy City Attorney

7 By: _____
8 CELIA W. LEE
9 Attorneys for Plaintiffs

10 Dated: _____

TARUNKUMAR K. PATEL, as Trustee, or
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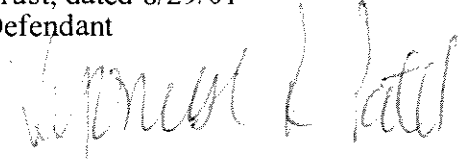
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Vinodkumar R. Patel and Sangita V. Patel
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SANGITA V. PATEL, as Trustee of the
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Defendant

21 Dated: 2/1/11



VYOMESH R. PATEL, as Trustee of the
Vyomesh R. Patel Living Trust, dated 8/29/01
Defendant

26 Dated: _____

MOHAMMED SHAIKH
Defendant

1 SO STIPULATED:

2 Dated: _____

3 DENNIS J. HERRERA
4 City Attorney
5 ALEX G. TSE
6 Chief Attorney
7 Neighborhood and Resident Safety Division
8 CELIA W. LEE
9 Deputy City Attorney

10 By: _____
11 CELIA W. LEE
12 Attorneys for Plaintiffs

13 Dated: _____

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Trust, dated 8/29/01
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Dated: _____

VYOMESH R. PATEL, as Trustee of the
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Defendant

26 Dated: 2-4-2011



MOHAMMED SHAIKH
Defendant

1 Dated: 2/4/11



NASIR SHAIKH
Defendant

2
3
4 APPROVED AS TO FORM:

5
6 Dated: 2-4-11



RICHARD J. STRATTON
Attorney for Defendants

7
8
9
10 IT IS SO ORDERED:

11 DATED FEB 10 2011

LORETTA M. GIORGI

JUDGE OF THE SUPERIOR COURT

12
13 CCSF v. Tarunkumar K. Patel, Trustee
14 S.F. Superior Court CGC 09 493-770
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