

1 DENNIS J. HERRERA, State Bar #139669  
 City Attorney  
 2 PETER J. KEITH, State Bar #206482  
 Chief Attorney  
 3 Neighborhood and Resident Safety Division  
 SAMUEL C. RAY, State Bar #308921  
 4 Deputy City Attorney  
 Fox Plaza  
 5 1390 Market Street, Sixth Floor  
 San Francisco, California 94102-5408  
 6 Telephone: (415) 554-3868  
 Facsimile: (415) 437-4644  
 7 E-Mail: samuel.ray@sfgov.org

ENDORSED  
 FILED  
 San Francisco County Superior Court

SEP 29 2017

CLERK OF THE COURT  
 BY: MA. BENIGNA D. GOODMAN  
 Deputy Clerk

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

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

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

Case No. CGC-17-557054

17 Plaintiffs,

STIPULATED INJUNCTION BETWEEN  
 PLAINTIFFS CITY AND COUNTY OF SAN  
 FRANCISCO AND THE PEOPLE OF THE  
 STATE OF CALIFORNIA AND DEFENDANTS  
 JIE QIN ZHOU AND QUEEN'S HEALTH  
 CENTER, INC.

18 vs.

19 JIE QIN ZHOU, an individual; QUEEN'S  
 HEALTH CENTER, INC., a corporation;  
 20 FRANK B. IAVARONE, as Trustee of the  
 FRANK B. IAVARONE 2016 REVOCABLE  
 21 TRUST; FRANK B. IAVARONE, as Trustee  
 of the LOUISE IAVARONE TRUST A  
 22 UNDER BERNARD S. IAVARONE  
 FAMILY TRUST; FRANK B. IAVARONE,  
 23 as Trustee of the BERNARD S. IAVARONE  
 TRUST B UNDER BERNARD S.  
 24 IAVARONE FAMILY TRUST; and DOES  
 ONE through FIFTY,

25 Defendants.

26  
 27 JIE QIN ZHOU, an individual; QUEEN'S  
 HEALTH CENTER, INC., a corporation.

1 This Stipulated Injunction ("INJUNCTION" or "ORDER") is the result of a negotiated  
2 compromise between the Parties and was presented before the above-captioned Court, the Honorable  
3 CHARLENE P. KIESSEL presiding. Plaintiffs City and County of San Francisco, a municipal  
4 corporation, and the People of the State of California ("PLAINTIFFS" or the "CITY"), were  
5 represented by their attorney, Dennis J. Herrera, City Attorney, appearing through Peter J. Keith and  
6 Samuel C. Ray, Deputy City Attorneys. Defendants Jie Qin Zhou and Queen's Health Center, Inc.  
7 ("DEFENDANTS") were represented by their attorneys, Murphy, Pearson, Bradley, and Feeney,  
8 through attorney Jason Felner, Esq.

9 PLAINTIFFS and DEFENDANTS (collectively, "PARTIES") consent to entry of this  
10 INJUNCTION as an Order of this Court without a noticed motion, hearing or trial.

11 DEFENDANTS having stipulated to the provisions set forth herein, the Court having reviewed  
12 the provisions, the PARTIES having agreed to the issuance of this Order, and good cause appearing:

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

14 **A. JURISDICTION:** This Court has jurisdiction over the subject matter of this lawsuit as  
15 set forth in the Complaint filed in this action and over each of the PARTIES to this ORDER. The  
16 Court issues this INJUNCTION pursuant to the PARTIES' STIPULATION. The Court expressly  
17 retains jurisdiction to modify this INJUNCTION on noticed motion by the PARTIES as the ends of  
18 justice may require. Any party to this ORDER may apply to the Court, after making a reasonable  
19 effort to meet and confer with the other parties, for further orders and directions as may be necessary  
20 or appropriate for the construction, application, modification, or carrying out of the injunctive  
21 provisions, herein by noticed motion by the PARTIES.

22 **B. VIOLATIONS.** DEFENDANTS acknowledge that the business known as Queen's  
23 Health Center ("QUEENS"), formerly located at 325 Kearny Street, San Francisco, California, 94108  
24 (the "PROPERTY") and more particularly described in the Complaint to this Action (the  
25 "COMPLAINT"), was alleged by the COMPLAINT to be maintained in violation of the Red Light  
26 Abatement Law (Penal Code section 11225, *et seq.*), General Public Nuisance Law (Civil Code  
27 section 3479, *et seq.*), the San Francisco Municipal Planning Code, and the Unfair Competition Law  
28 (Business and Professions Code section 17200, *et seq.*), as described in the COMPLAINT and exhibits

1 thereto. In entering this INJUNCTION, DEFENDANTS deny and do not admit to any of the  
2 allegations set forth in the COMPLAINT. The PARTIES enter into this INJUNCTION in accordance  
3 with their separate Settlement Agreement and Release.

4 **C. APPLICATION:** The provisions of this INJUNCTION are applicable to the  
5 DEFENDANTS.

6 **D. INJUNCTIVE PROVISIONS.**

7 IT IS ORDERED that DEFENDANTS shall:

8 1. Refrain from operating, managing, maintaining, controlling, having any direct or  
9 indirect ownership interest in, having any role in operation of, or leasing property to any business in  
10 violation of Penal Code section 11225, *et seq.*, or any other state or local law prohibiting prostitution,  
11 lewd acts, or assignation for the duration of the INJUNCTION;

12 2. Refrain from operating, managing, maintaining, controlling, having any direct or  
13 indirect ownership interest in, having any role in operation of, being an employee of, earning any  
14 compensation or revenue for any services rendered within, as an independent contractor or employee  
15 of another entity, or leasing property to any business operating a Massage Establishment, as defined in  
16 section 29.5 of the San Francisco Health Code, within the City and County of San Francisco, for the  
17 duration of the INJUNCTION;

18 3. Refrain from operating, managing, maintaining, controlling, having any direct or  
19 indirect ownership interest in, having any role in operation of, being an employee of, earning any  
20 compensation or revenue for any services rendered within, as an independent contractor or employee  
21 of another entity, or leasing property to any business that offers Personal Services, as defined in  
22 section 102 of the San Francisco Municipal Planning Code, within the City and County of San  
23 Francisco, for the duration of the INJUNCTION;

24 4. Refrain from operating, managing, maintaining, controlling, having any direct or  
25 indirect ownership interest in, having any role in operation of, or leasing property to any business  
26 operating a Massage Establishment, as defined in section 29.5 of the San Francisco Health Code,  
27 within California but outside of the City and County of San Francisco, for only five years following  
28 the entry of this INJUNCTION;

1           5.     Refrain from operating, managing, maintaining, controlling, having any direct or  
2 indirect ownership interest in, having any role in operation of, or leasing property to any business that  
3 offers Personal Services, as defined in section 102 of the San Francisco Municipal Planning Code,  
4 within California but outside of the City and County of San Francisco, for only five years following  
5 the entry of this INJUNCTION;

6           6.     With regard to the restrictions in Parts (D)(4) and (D)(5), Defendant Jie Qin Zhou is  
7 permitted to act an employee, without any managerial or supervisory responsibilities, of a Massage  
8 Establishment or business offering Personal Services within the State of California, but outside of the  
9 City and County of San Francisco, throughout the duration of this INJUNCTION. No later than 10  
10 days after commencement of any such employment, Defendant Jie Qin Zhou shall notify  
11 PLAINTIFFS of any such employment, and provide the name, address, and telephone number of the  
12 employer.

13           **G.     ENFORCEMENT.**

14           1.     A violation of any of the provisions of this INJUNCTION constitutes a violation of this  
15 INJUNCTION. Upon proper notice to all PARTIES, the terms of this INJUNCTION may be enforced  
16 through a motion to enforce the INJUNCTION. In the event that the Court determines after hearing  
17 that the DEFENDANTS violated any of the terms of this INJUNCTION, DEFENDANTS shall be  
18 liable for civil penalties of no more than \$6,000 for each violation of this INJUNCTION, pursuant to  
19 Business and Professions Code Section 17207.

20           2.     Should DEFENDANTS be found to have violated any portion of this INJUNCTION,  
21 PLAINTIFFS shall recover all attorney's fees and costs incurred in enforcing this INJUNCTION.

22           3.     The Court expressly reserves jurisdiction to take such further action as may be  
23 necessary or appropriate to carry into effect the provisions of this INJUNCTION.

24           **I.     EFFECTIVE DATE AND TERM OF INJUNCTION.** Unless otherwise stated  
25 herein, DEFENDANTS shall comply with the terms of this INJUNCTION upon entry by the Court.  
26 Except as provided for in Part D(4), (5), (6) of this INJUNCTION, the terms of this INJUNCTION  
27 shall continue in effect from the date of entry of this INJUNCTION until 120 months from the date of  
28 entry of this INJUNCTION, provided that its terms have been complied with during this period. If the

1 Court finds after noticed motion and hearing that DEFENDANTS or any of them have violated the  
2 terms of this INJUNCTION within the first 120 months after it is entered, then the term of this  
3 INJUNCTION shall be extended by 60 months. If the Court finds after noticed motion and hearing  
4 that DEFENDANTS or any of them have violated the terms of this INJUNCTION during a 60-month  
5 extension, then the term of this INJUNCTION shall be extended by another 60 months.


6 **J. NO WAIVER OF RIGHTS TO ENFORCE.** The failure of PLAINTIFFS to enforce  
7 any provision of this INJUNCTION shall in no way be deemed a waiver of such provision or in any  
8 way affect the validity of this INJUNCTION. The failure of PLAINTIFFS to enforce any such  
9 provision shall not preclude PLAINTIFFS from later enforcing the same or any other provision of this

10 ///


1 INJUNCTION. No oral advice, guidance, suggestion, or comments by City employees or officials  
2 regarding matters covered by this INJUNCTION shall be construed to relieve DEFENDANTS of its  
3 obligations.

4 **IT IS SO STIPULATED:**

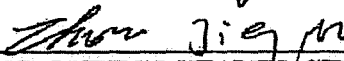
5 Dated: 9/15/17

6 By:   
7 PETER J. KEITH  
8 Chief Attorney  
9 For Plaintiffs CITY AND COUNTY OF SAN  
10 FRANCISCO and PEOPLE OF THE STATE OF  
11 CALIFORNIA

12 Dated: 09/08/2017


13 By:   
14 JIE QIN ZHOU, Defendant

15 Dated: 09/08/2017

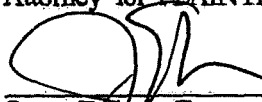
16 By:   
17 FOR QUEEN'S HEALTH CENTER, INC, Defendant

18 **Approved as to Form:**

19 Dated: 9/15/17

20   
21 Samuel C. Ray  
22 Deputy City Attorney  
23 Attorney for PLAINTIFFS


24 Dated: 9/18/17

25   
26 Jason Felner, Esq.  
27 Attorney for DEFENDANTS

28 **IT IS SO ORDERED:**

Dated:

SEP 29 2017

  
JUDGE OF THE SUPERIOR COURT

CCSF et al. v. Jie Qin Zhou, et al.  
San Francisco Superior Court Case No. CGC-17-55705

