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PEOPLE OF THE STATE OF CALIFORNIA
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8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SANTA CLARA
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11 CITY OF SAN JOSE; PEOPLE OF THE
STATE OF CALIFORNIA; GINDIN-R&B
12 COMPANY

13 Plaintiff,

14 vs.

15 MARTIN & ROSANNA ALVAREZ, et al.,

16 Defendants.
17
18

NO. 1-96-CV 759667

**PLAINTIFF CITY OF SAN JOSE'S
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF MOTION
TO AMEND PERMANENT INJUNCTIONS**

Date: December 19, 2013
Time: 9:00 a.m.
Dept: 20
Judge: Kevin McKenney

19 I. INTRODUCTION

20 In both 1996 and 1997, the City of San Jose, also acting on behalf of the People of the
21 State of California, (hereinafter, the "City") and a business entity then known as Gindin-R&B
22 Company, obtained injunctions directed at the owners of 94 properties containing "fourplex"
23 apartment buildings in the Santee neighborhood of San Jose. The primary purpose of the
24 injunctions was to compel the property owners to correct a wide-range of problems that
25 resulted in both substandard living conditions for residents and an unsafe environment for
26 everyone in the neighborhood. Substantial improvements have been achieved as a result of
27 the Injunctions.
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1 It is now time to commence the transition from the broad impositions of the injunctions
2 to a more focused and cost-effective approach directed specifically at those property owners
3 who require attention to properly maintain their properties. As a first step in that transition, the
4 City herewith moves for an order of the Court that will (1) suspend the requirement in the
5 injunctions that all property owners employ court-approved, professional property managers,
6 and (2) make several "housekeeping" changes that will update, simplify and combine the
7 existing injunctions and prior modification orders into a single Amended Injunction. Following
8 a trial period after those changes are made, the City hopes to ask the Court to terminate the
9 Amended Injunction entirely, or at least as to all the property owners except those who
10 demonstrate that increased City involvement and the Court's supervision are still necessary.
11 Further, in regard to any such property owners who prolong the need for the injunction after
12 the trial period, the City intends to ask the Court to order those property owners to reimburse
13 the City for all resulting costs.

14 II. STATEMENT OF FACTS

15 The Santee neighborhood subject to the injunctions is a four-block area in the City of
16 San Jose bounded by Carnelian Drive, Crucero Drive, Dubert Lane, and Santee Drive, and
17 also includes Tami Lee Drive. There are 94 "fourplex" apartment buildings in the
18 neighborhood, as well as common areas, carports behind the buildings, and drive/alleyways
19 that provide access to the carports.

20 On July 30, 1996, Plaintiffs initiated this action by filing a complaint against the property
21 owners of the fourplexes in the Santee neighborhood, most of whom lived elsewhere, for
22 maintaining public and private nuisances due to the blighted condition of their properties.

23 In September 1996, the Court entered a Permanent Injunction and Final Judgment
24 Pursuant to Stipulation (the "1996 Injunction") that applies to 34 properties in the Santee
25 neighborhood.¹ The obligations imposed by the 1996 Injunction are, according to

26 _____
27 ¹ Thirty of the 1996 Injunctions were filed by the court on September 10, 1996, three were filed on
28 September 18, 1996, and one was filed on September 27, 1996. For the Court's convenience, a sample of the
1996 Injunction is attached hereto as Exhibit A.

1 paragraph 25, "continuing in nature," and the injunction does not call for periodic judicial
2 review.

3 On April 11, 1997, the Court entered a slightly different version of the injunction (the
4 "1997 Injunction") that pertained to the remaining 60 properties in the Santee neighborhood.
5 (For the Court's convenience, a copy of the 1997 Injunction is attached hereto as Exhibit B.)

6 In April of 2008 the Court issued an order regarding security services that was
7 applicable to property owners subject to both the 1996 and 1997 versions of the Injunction.
8 (A copy of the Stipulation re: Professional Security Services; and Order filed on April 30, 2008,
9 is attached hereto as Exhibit C for the Court's convenience.)

10 The 1997 Injunction called for judicial reviews in both 2000 and 2004. However, in
11 March of 2004 the parties to the Injunction stipulated to conduct a single review in 2010. In
12 January 2010, the Court reviewed the 1997 Injunction, and ordered it modified so that, like the
13 1996 Injunction, it is also "continuing in nature." (For the Court's convenience, a copy of the
14 2010 order pertaining to the 1997 Injunction is attached hereto as Exhibit D.)

15 The Injunctions impose several requirements on the property owners in the Santee
16 neighborhood. One of those requirements is that property owners employ court-approved,
17 professional property management. The injunctions assign a number of duties to the
18 professional property manager (refer to paragraph 16 of the 1996 Injunction, and paragraph
19 20 of the 1997 Injunction), but ultimate responsibility for each property has always remained
20 with the property owner (refer to paragraph 1 of the 1996 Injunction, and paragraph 1 of the
21 1997 Injunction). Two professional property management companies are presently approved
22 to provide those services, and a few property owners have been permitted to "self-manage"
23 their own properties.

24 The injunctions have been in place for over fifteen (15) years. Since the injunctions are
25 before the Court as a result of the City's request that the professional property management
26 requirement be suspended, the City respectfully requests that the Court take this opportunity
27 to also update, simplify and combine the existing injunctions and prior modifications into a
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1 single Amended Injunction in the form attached hereto as Exhibit E as more fully discussed
2 below.

3 III. ARGUMENT

4 A. Suspension of the Professional Property Management Requirement.

5 A trial court has the legal authority to modify a permanent injunction upon a showing
6 that "the ends of justice would be served by the modification." (Civ. Code, § 3424 and Code
7 Civ. Proc., § 533.) The Code of Civil Procedure codified the "long-settled judicial recognition
8 of the inherent power of the court to amend an injunction in the interest of justice" where "the
9 ends of justice would be served by modification." (*Swan Magnetics, Inc. v. Superior Court*
10 (1997) 56 Cal.App.4th 1504, 1509.)

11 Suspension of the professional property management requirement will give the property
12 owners an opportunity to demonstrate their ability to maintain their properties with less
13 supervision. Property owners who employ the services of one of the court-approved
14 professional property management companies will be able to (1) continue that relationship,
15 (2) retain a different property manager of their choice, or (3) elect to self-manage their own
16 property. This modification to the injunctions will return some discretion to the property owners
17 and, as has always been the case, the owners will remain ultimately responsible for the
18 condition of their properties.

19 The City intends to monitor the impact of this modification. The City has already taken
20 steps to encourage tenants in the Santee neighborhood to report problems, and provided
21 them with information about how to do so. The City's Code Enforcement inspectors have also
22 inspected all the properties subject to the injunctions, so the condition of the properties as of
23 the dates of those inspections is known. The City's inspectors intend to conduct periodic
24 random inspections in the neighborhood to locate and address any deteriorating conditions,
25 and identify any property owners who appear unable to properly maintain their properties. As
26 appropriate, enforcement actions will be taken against those property owners under the
27 proposed Amended Injunction and/or other applicable standards such as the San Jose
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1 Municipal Code.. (Refer to the Declaration of Mollie McLeod submitted in support of this
2 motion.)

3 Monitoring will continue for a trial period of undetermined duration. The trial period will
4 last as long as necessary for the City to be reasonably assured that any property owners who
5 cannot properly maintain their properties without added attention have been identified. At that
6 time, the City anticipates asking the Court to either end the injunction or order further
7 modifications so the focus is solely on the property owners who need attention and they are
8 required to reimburse the City for all resulting costs.

9 The City is not suggesting by this motion that the Santee neighborhood is trouble free.
10 Instead, the City is proposing a different and more focused approach to the problems that
11 remain. The ends of justice will be served by reducing, and hopefully one day eliminating, the
12 burdens imposed by the injunction on those who do not require the court's supervision, and
13 focusing instead on those who do.

14 **B. Modifications to Update, Simplify and Combine the Injunctions.**

15 As previously noted, two slightly different versions of the injunction were issued in 1996
16 and 1997. In addition, the Court issued orders in 2008 and 2010 (Exhibits C and D,
17 respectively, attached hereto) that modified the injunctions. The City proposes combining,
18 updating and simplifying the two versions of the injunctions, plus the key components of the
19 two prior modification orders, and creating in their place a single Amended Injunction. The
20 proposed Amended Injunction is attached hereto as Exhibit E.

21 As an example of the need for this sort of "housekeeping," the Court will note that the
22 1997 Injunction identifies Edward J. Davila as the "Court-Appointed Monitor" of the injunction
23 (refer to Exhibit B, the 1997 Injunction, Paragraph 34), even though Judge Davila (now of the
24 United States District Court, Northern District of California) has not served in that capacity for
25 many years, nor has anyone else. Other housekeeping changes proposed in the Amended
26 Injunction (Exhibit E) include:

- 1 ■ Eliminate some meeting requirements contained in the 1997 Injunction,
2 Paragraphs 1 and 20(l), and the 1996 Injunction, Paragraphs 2, 3 & 16(j);
- 3 ■ Eliminate some training requirements contained in the 1997 Injunction,
4 Paragraph 1, and the 1996 Injunction, Paragraph 4;
- 5 ■ Shift responsibility for furnishing "no trespassing" signs from the City to the property
6 owners (see the 1997 Injunction, Paragraph 5(b), and the 1996 Injunction,
7 Paragraph 6(a));
- 8 ■ Clarify that the property owners are responsible for maintenance of "no
9 trespassing" signs referenced in the 1996 Injunction, Paragraph 5(b);
- 10 ■ Simplify exterior lighting requirements contained in the 1997 Injunction, paragraph
11 5(e), and the 1996 Injunction, Paragraph 6(e);
- 12 ■ Harmonize provisions re: fire suppression equipment contained in the 1996
13 Injunction, Paragraph 6(f), and the 1997 Injunction, Paragraph 5(f);
- 14 ■ Update information and requirement re: enrollment in Police Department's S.T.O.P.
15 Program in the 1997 Injunction, Paragraph 6, and add requirement to those subject
16 to the 1996 Injunction;
- 17 ■ Eliminate requirements re: submission of landscape, irrigation and fencing plans in
18 the 1997 Injunction, Paragraph 7 & 8, and the 1996 Injunction, Paragraphs 7 & 8;
- 19 ■ Clarify provisions governing subletting in the 1996 Injunction, Paragraph 13(e), and
20 the 1997 Injunction, Paragraph 14(e);
- 21 ■ Clarify obligations re; translation of rental agreements and tenant Rules of Conduct
22 in the 1996 Injunction, Paragraphs 13 & 15, and the 1997 Injunction, Paragraphs
23 15 & 18;
- 24 ■ Change requirement in the 1997 Injunction, Paragraph 16, so that the information
25 described therein is available to the City rather than Plaintiffs;
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- 1 ■ Change 1996 Injunction, Paragraph 16(a), and the 1997 Injunction, Paragraph
2 20(a), so that visual inspections of common areas are required frequently rather
3 than daily;
- 4 ■ Clarify scope of repairs and improvements required by the 1997 Injunction,
5 Paragraph 20(c);
- 6 ■ Change 1997 Injunction, Paragraph 20(d), so that trash and debris are to be
7 removed frequently rather than daily;
- 8 ■ Add requirement that written log documenting compliance with the terms of the
9 Amended Injunction be maintained, and made available to the City upon request;
- 10 ■ Eliminate payment obligations contained in the 1996 Injunction, Paragraph 23, and
11 the 1997 Injunction, Paragraph 27;
- 12 ■ Eliminate requirement in the 1997 Injunction, Paragraph 29, re: obtaining permits
13 for implementation of the injunction;
- 14 ■ City reserves right to seek reimbursement of the costs, including attorneys' fees, of
15 monitoring compliance with, and/or enforcement of, the Amended Injunction;
- 16 ■ Change the 1997 Injunction, Paragraph 31, so that notice of sale is to be provided
17 to City rather than the court-appointed monitor and Plaintiffs;
- 18 ■ Eliminate review provision in the 1997 Injunction, Paragraph 33, and substitute
19 components of 2010 order;
- 20 ■ Eliminate court-appointed monitor provision in the 1997 Injunction, Paragraph 34;
- 21 ■ Update notice provisions in the 1997 Injunction, Paragraph 39;
- 22 ■ Eliminate stipulation provisions in the 1997 Injunction, Paragraphs 36, 38 & 39; and
- 23 ■ Harmonize obligations re: security in the 1996 Injunction, Paragraph 21, and the
24 1997 Injunction, Paragraph 26, and add obligations from 2008 order.

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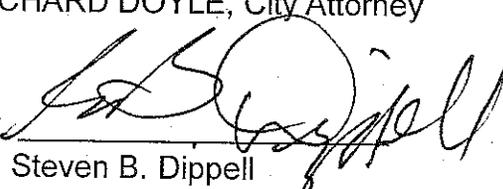
IV. CONCLUSION

For the reasons enumerated herein, the City respectfully requests that the Court grant this motion to modify the existing Santee injunctions and enter the Amended Injunction.

Respectfully submitted,

RICHARD DOYLE, City Attorney

Dated: November 14, 2013

By 
Steven B. Dippell
Sr. Deputy City Attorney

Attorneys for Plaintiff CITY OF SAN JOSE
and PEOPLE OF THE STATE OF CALIFORNIA

Exhibit "A"

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17 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

18 CITY OF SAN JOSE; PEOPLE OF THE
19 STATE OF CALIFORNIA; GINDIN-R&B
20 COMPANY

21 Plaintiffs,

22 vs.

23 MARTIN C. & ROSANNA M. ALVAREZ;
24 GREG ANDERSON; BILL & REBECCA
25 ARMSTRONG; FLORENCIA A.
26 ATKINSON; JUAN G. & ALICIA F. AYALA;
27 YANG-JWUN BAO; EDWARD BARR; JOE
28 M. & MARTHA M. CABRERA; JOEL R.
CARTER; EPHRAIM C. & OFEMIA D.
CENCEPCION; WILLIAM T. CHAN;
JAMES & JEANINE CLEMONS;
BARBARA J. COTTREL; KEVIN DUFFY;
ESMERALDO V. & ANTONINA T.
ESPOSO; DANTE & CARMELITA
ESPOSO; MARIA A. FERRARI;
BORGHILD M. FINKE; HENRY L. FINLAY;
BILL I. & ROSE Y. FUKUBA;
BERNARDINO A. & HONORIA T.

(ENDORSED)
FILED
SEP 10 1996

STEPHEN V. LOVE
County Clerk
Santa Clara County
BY _____ DEPUTY

NO. CV 759667

PERMANENT INJUNCTION AND
FINAL JUDGMENT PURSUANT TO
STIPULATION

1 GABRIEL; PHILIP M. GIN; CORRINE &
2 JONATHAN GONZALEZ; WILLIAM W. &
3 MARLENE GREER; RAMIEL L. & ELSIE
4 A. GUTIERREZ; GUILLERMO G. &
5 TEODORA P. GUZMAN; ROSALINA R.
6 HAFALIA; TAO-YANG HSIEH; ANGUO T.
7 & LU YEN HUANG; PACIFICO M.
8 ICASIANO; JOE Z. KUS; DEMETRIOS E.
9 & ANGELIKI D. KUTULAS; KAI Y. &
10 GOTIA LAU; MANH & LI HOA LE; TRANG
11 U. LE; T. & HO AI THI LECUONG; KAYNE
12 & LINDA S. LIM; FRANK F. & LORI J.
13 LINDSEN; KUO-HSIANG & PI-YAO LIOU;
14 DAVID B. & CLARA A. LUCERO;
15 IGNACIO & RAQUEL MADRIZ; GILBERT
16 & CECILIA MAROSI; WILLIAM L.
17 McHARGUE; ABRAHAM L. & REMEDIOS
18 M. MENDOZA; THELMA T. & ROGELIO
19 A. MILLARE; GUILLERMO R. & ROSA I.
20 MUNOZ; TAI & HAN MAI N. NGO; HUNG
21 M. & DIEP M. NGUYEN; SAU &
22 DIEUXUAN T. NGUYEN; SON & VU LIEN
23 NGUYEN; THANG X. & ANH K. NGUYEN;
24 JOSE C. NUNES; SEVERO C. OZUNA;
25 MARTINA E. & GABRIEL PADILLA;
26 JORGE L. & PAMELA C. PALACIOS;
27 EDEN E. & JAIME F. PANTALEON;
28 DAVID PERRY; HOANG H. PHAM;
DANNY QUAN; SOLEDAD F. SALVADOR;
SANTOS SR. & ESPERRANZA
SANCHEZ; EDUARDO V. & MERCEDITA
A. SANTOS; RAMONA E. SCHILLINGER;
HARDEV S. & KANWALJIT K. TAKHAR;
MASAE TOLLER; RUDOLF & HELEN H.
USSENKO; ALVINO VALLES; ALVINO
VALLEZ; ADALBERTO & MARIA Z.
VARGAS; STEPHEN D. VOGEL; SURESH
H. & SHOBHA S. VORA; PO H. & TSUI C.
WONG; RAYMOND WONG; CHO Y. &
BIG H. YU; JOE Y. & NG M. YUEN;
WALNUT GROVE INCOME ESTATES
HOMEOWNERS ASSOCIATION;
WALNUT WOODS NEIGHBORHOOD;
and DOES 1 through 1,000, inclusive,

Defendants.

1 IT IS HEREBY STIPULATED between the plaintiffs, CITY OF SAN JOSE and
2 PEOPLE OF THE STATE OF CALIFORNIA by and through Joan R. Gallo, City Attorney for
3 the City of San Jose; plaintiffs, GINDIN-R&B COMPANY by and through their attorney Denis
4 Shanagher of Preuss, Walker & Shanagher; and Defendant JOEL R. CARTER and it
5 appearing to the Court that the parties have stipulated and consented to the entry of the
6 Permanent Injunction and Final Judgment herein, prior to the taking of the proof, without trial
7 or adjudication of any issues of fact or law herein; and this Court having considered the
8 matter, the pleadings and the Permanent Injunction And Final Judgment Pursuant To
9 Stipulation herein, and for good cause appearing therefore,

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

11
12 INJUNCTION AND FINAL JUDGMENT

13
14 PROPERTY OWNER RESPONSIBILITY

- 15 1. The undersigned Defendant(s) shall be responsible for conformity with each and all of
16 the terms and conditions of this Permanent Injunction and Final Judgment Pursuant to
17 Stipulation.
- 18 2. The undersigned Defendant(s) shall meet with the City Attorney or her designee on a
19 monthly basis to discuss adherence to the conditions of this Permanent Injunction and
20 Final Judgment Pursuant to Stipulation.
- 21 3. The undersigned Defendant(s) who are part of the neighborhood known as "Walnut
22 Grove" shall attend monthly meetings of the "Walnut Grove Income Estates
23 Homeowner's Association."
- 24 4. The undersigned Defendant(s) shall, within ninety (90) days of the signing of this
25 Permanent Injunction and Final Judgment Pursuant to Stipulation, attend a Landlord
26 Training Program approved by the City Attorney or her designee.

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1 **PHYSICAL IMPROVEMENTS**

2 5. The undersigned Defendant(s) shall, within thirty (30) days of the signing of this
3 Permanent Injunction and Final Judgment Pursuant to Stipulation, correct all existing
4 code violations, as identified in the pleadings and evidence herein. The undersigned
5 Defendant(s) shall at all times thereafter maintain conformity with all applicable laws
6 and regulations concerning the maintenance of their properties (hereinafter "subject
7 property"), and ensure that the subject property conforms to minimum standards of
8 habitability.

9 6. The undersigned Defendant(s) shall, within forty-five (45) days of the signing of this
10 Permanent Injunction and Final Judgment Pursuant to Stipulation, equip the premises
11 and the structures at and upon the subject property with each and all of the following
12 enumerated items, which shall be maintained in a state of good repair:

13 (a) Posted drug abatement signs on each side of the fourplex structures and
14 each of the appurtenant structures. The drug abatement signs shall be an 11
15 inch by 17 inch version of copies that shall be furnished by the San Jose City
16 Attorney's Office. The signs shall be posted in English, Spanish, Vietnamese
17 and Cambodian, and shall be placed prominently on each structure at the
18 subject property, to the satisfaction and with the prior approval of the City
19 Attorney or her designee;

20 (b) Posted "NO TRESPASSING-NO LOITERING" signs on the front and
21 back sides of the fourplex structures, and on the carports. The "no trespassing-
22 no loitering" signs shall be an 11 inch by 17 inch version of copies that shall be
23 furnished by the San Jose City Attorney's Office. The signs shall be posted in
24 English, Spanish, Vietnamese and Cambodian, and shall be placed prominently
25 on each structure at the subject property, to the satisfaction and with the prior
26 approval of the City Attorney or her designee;

27 (c) Apartment numbers affixed to the door of each rental unit at the subject
28 property;

1 (d) Street address numbers that are plainly visible from both the street and
2 carports;

3 (e) Adequate exterior lighting, to the satisfaction and with the prior approval
4 of the City Attorney or her designee;

5 (f) Adequate fire extinguishing equipment and smoke alarms, to the
6 satisfaction and with the prior approval of the City Attorney or her designee.

7 The undersigned Defendant(s) shall submit appropriate application(s), fees and a
8 written plan to the San Jose Planning Department for pre-approval of the installation
9 of the exterior lighting required by paragraph 6(e), above.

10 7. The undersigned Defendant(s) shall, within forty-five (45) days of the signing of this
11 Permanent Injunction and Final Judgment Pursuant to Stipulation, submit appropriate
12 application(s), fees and a written plan to the San Jose Planning Department for
13 landscaping of the grounds of the subject property, so as to eliminate unsafe and
14 blighted conditions at the subject property. Once a written plan for landscaping is
15 approved by the San Jose Planning Department, the undersigned Defendant(s) shall
16 comply with reasonable deadlines for completion of the landscaping, as determined by
17 the San Jose Planning Department.

18 8. The undersigned Defendant(s) shall, within forty-five (45) days of the signing of this
19 Permanent Injunction and Final Judgment Pursuant to Stipulation, submit appropriate
20 application(s), fees and a written plan to the San Jose Planning Department for
21 installation of gates and fencing to enclose the front yards, to separate the individual
22 fourplex units from one another, and to separate the carport areas from the residential
23 complexes at the subject property. Once a written plan for installation of gates and
24 fencing is approved by the San Jose Planning Department, the undersigned
25 Defendant(s) shall comply with reasonable deadlines for completion of the installation
26 of gates and fencing, as determined by the San Jose Planning Department.

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1 **PROPERTY MAINTENANCE**

2 9. The undersigned Defendant(s) shall, within (5) five days of the signing of this
3 Permanent Injunction and Final Judgment Pursuant to Stipulation, remove any and all
4 existing graffiti at the subject property, and shall thereafter remove any existing graffiti
5 within forty-eight (48) hours.

6 10. The undersigned Defendant(s) shall immediately provide the following maintenance at
7 and upon the premises of the subject property, said maintenance to be provided on a
8 continual basis:

9 (a) Remove litter on a daily basis;

10 (b) Cause garbage to be stored in proper garbage bins and to be removed
11 from the premises of the subject property as required by the San Jose
12 Municipal Code, and immediately eliminate improperly stored and overflowing
13 uncollected garbage;

14 (c) Cause recyclable materials to be stored in proper recycling bins and to
15 be removed from the premises of the subject property as required by the San
16 Jose Municipal Code, and immediately eliminate and properly dispose of
17 improperly stored items;

18 (d) Cause proper and daily removal of refrigerators and other appliances
19 that are left on the premises of the subject property;

20 (e) Post towing signs in the parking areas, as required by the contract tow
21 company.

22
23 **PROPERTY MANAGEMENT**

24 11. The undersigned Defendant(s) shall, within sixty (60) days of the signing of this
25 Permanent Injunction and Final Judgment Pursuant to Stipulation, execute a contract
26 with a qualified, professional property management company to provide competent,
27 full-time property management at the subject property. The property management
28 company and any and all property managers shall be identified by the undersigned

1 Defendant(s) and pre-approved by the City Attorney or her designee. The
2 undersigned Defendant(s) shall advise the property manager(s) of each and all of the
3 terms and conditions of this Permanent Injunction and Final Judgment Pursuant to
4 Stipulation, and the property manager(s) shall at all times maintain the subject
5 property in conformity with the terms and conditions of this Permanent Injunction and
6 Final Judgment Pursuant to Stipulation. The undersigned Defendant(s) shall
7 thereafter notify the City Attorney, or her designee, in writing, before any changes in
8 property management are implemented at the subject property. Any and all changes
9 in property management at the subject property must be pre-approved by the City
10 Attorney or her designee. The undersigned Defendant(s) shall be responsible for
11 ensuring that the property manager(s) are performing their duties in conformity with
12 the provisions of this Permanent Injunction and Final Judgment Pursuant to
13 Stipulation.

14
15 **Written Rental Agreements**

16 12. The undersigned Defendant(s) shall, within thirty (30) days of the signing of this
17 Permanent Injunction and Final Judgment Pursuant to Stipulation, implement and
18 maintain a new written Rental Application form for each renter at the subject property.
19 The written Rental Application form shall be fully completed for each current tenant
20 and each future tenant applicant, and shall include but not be limited to the following
21 information for each adult over the age of eighteen (18):

- 22 (a) Full name, including last name, first name and middle name;
23 (b) Date of birth;
24 (c) Photocopies of two (2) forms of identification, including a photo
25 identification;
26 (d) Disclosure of any convictions during the past five (5) year period for any
27 felony; any crime involving the sale, use or possession of any controlled
28 substance; and any crime involving vandalism.

1 A copy of the written Rental Application form, which includes each and all of the above
2 provisions 12(a) through 12(d), shall be provided to the City Attorney or her designee.
3 13. The undersigned Defendant(s) shall, within forty-five (45) days of the signing of this
4 Permanent Injunction and Final Judgment Pursuant to Stipulation, implement and
5 maintain a new written Rental Agreement for each renter at the subject property. The
6 written Rental Agreement shall be completed for each existing rental unit, for both
7 current tenants and future tenants. The Rental Agreement shall be fully completed by
8 all of the current and future adult tenants of each rental unit, and shall include but not
9 be limited to the following information, which information shall be kept current and
10 accurate:

- 11 (a) The full name of each of the tenants currently residing in each rental unit
12 at the subject property;
- 13 (b) The license plate numbers of tenants' vehicles that are approved by
14 management for on-site parking at the subject property;
- 15 (c) A photocopy of a photo identification for each adult applicant;
- 16 (d) A rental clause which provides that if there is any change in the
17 residents occupying the rental units subsequent to the execution of the Rental
18 Agreement, the tenants must provide written notice to the property manager of
19 any and all such changes in both the number and the identity of the new
20 tenant(s) living in that rental unit, and must get approval from the property
21 owner prior to implementing any such change in tenancy;
- 22 (e) A rental clause prohibiting subletting of any residential unit at the subject
23 property;
- 24 (f) A rental clause limiting the maximum number of occupants for each
25 rental unit at the subject property, in conformity with all applicable State and
26 local occupancy standards;
- 27 (g) A rental clause prohibiting anyone other than the identified and approved
28 tenants from residing at subject property;

- 1 (h) A rental clause prohibiting any guest of the approved tenants from
2 staying at the subject property for a period of over thirty (30) days during any
3 calendar year;
- 4 (i) A rental clause requiring proper disposal of garbage and separation and
5 deposit of recyclable materials at the subject property;
- 6 (j) A rental clause which provides that if any occupant of a rental unit at the
7 subject property is found to be selling, possessing, using or under the influence
8 of any controlled substance at the subject property, or if any of the tenant's
9 visitors to a rental unit are found to be selling, using or under the influence of
10 any controlled substance at the subject property, then this shall be cause for
11 immediate termination of the rental agreement for all occupants of that rental
12 unit;
- 13 (k) A rental clause that incorporates written tenant "Rules Of Conduct" for
14 the tenants.

15 The written Rental Agreement, which includes each and all of the above provisions
16 13(a) through 13(k), shall be maintained by the property manager for each rental unit,
17 and shall be immediately provided to the City Attorney or her designee upon request.

18 The information contained in the written Rental Agreement shall be provided to
19 non-English speaking tenants in their spoken language.

20
21 **Tenant Identification**

- 22 14. The undersigned Defendant(s) shall, within forty-five (45) days of the signing of this
23 Permanent Injunction and Final Judgment Pursuant to Stipulation, and at all times
24 thereafter, monitor, maintain and make available to the City Attorney or her designee,
25 upon request, in writing, an updated and current listing identifying each and all of the
26 tenants residing at the subject property, as well as copies of the written rental
27 agreements, photocopies of a photo identification for each adult tenant, and tenant
28 "Rules Of Conduct."

1 Tenant Rules Of Conduct

2 15. The undersigned Defendant(s) shall, within forty-five (45) days of the granting of this
3 Permanent Injunction and Final Judgment Pursuant to Stipulation, provide to all
4 current tenants written "Rules Of Conduct." At all times thereafter, the written "Rules
5 of Conduct" shall be provided to future tenants at the time that the written rental
6 agreement is executed. The written "Rules Of Conduct" shall be signed by all adult
7 tenants over the age of eighteen (18) at the time that the written rental agreement is
8 executed. The "Rules Of Conduct" shall state that the tenants are required to conform
9 to the following standards at the subject property:

- 10 (a) Comply with all of the terms and conditions of the written rental
11 agreement;
- 12 (b) Limit the persons who are residing at the residential units to the persons
13 who are identified and approved for tenancy, and conform with all applicable
14 State and local occupancy standards.;
- 15 (c) Comply with all applicable parking provisions and refrain from storing
16 inoperable vehicles;
- 17 (d) Properly dispose of garbage, in designated trash receptacles;
- 18 (e) Separate and deposit recyclable materials in designated recycling
19 receptacles;
- 20 (f) Refrain from littering;
- 21 (g) Use appliances and fixtures in the residential units in a safe and proper
22 manner;
- 23 (h) Refrain from storing any personal belongings in an unsafe manner on
24 any of the exterior portions of the residential premises;
- 25 (i) Refrain from creating unreasonably loud noise;
- 26 (j) Refrain from drinking alcoholic beverages in the common areas,
27 including the carports and driveways; and on the adjacent sidewalk area;
- 28

1 (k) Ensure that the tenant's visitors conduct themselves in conformity with
2 the tenant "Rules Of Conduct."

3 The information contained in the tenant "Rules Of Conduct" shall be provided to
4 non-English speaking tenants in their spoken language.
5

6 **Responsibilities Of Property Managers**

7 16. In order to maintain compliance with this Permanent Injunction and Final Judgment
8 Pursuant to Stipulation, the undersigned Defendant(s) shall, immediately upon the
9 signing of this Permanent Injunction and Final Judgment Pursuant to Stipulation, and
10 at all times thereafter, specifically require that the property manager(s):

- 11 (a) Conduct daily visual inspections of the common areas of the subject
12 property to ensure decent, safe and sanitary living conditions;
- 13 (b) Conduct visual inspections of the interior portions of the rental units at
14 least once every six (6) months to ensure decent, safe and sanitary living
15 conditions;
- 16 (c) Notify the undersigned Defendant(s) of all needed repairs and
17 improvements to the subject property, in writing, within twenty-four (24) hours;
- 18 (d) Remove all trash and debris from the common areas of the subject
19 property on a daily basis;
- 20 (e) Take all necessary steps to ensure that the tenants and visitors at the
21 subject property refrain from conducting any illegal drug related activity or
22 engaging in any other illegal activity at and around the subject property, and
23 otherwise ensure conformity with the provisions of this Permanent Injunction
24 and Final Judgment Pursuant to Stipulation;
- 25 (f) Take all necessary steps to ensure that the tenants comply with the
26 terms of the written Rental Agreement and the written "Rules Of Conduct;"
- 27 (g) Report to the undersigned Defendant(s), in writing, any and all violations
28 of the written Rental Agreement, the written tenant "Rules Of Conduct;" and the

1 terms and conditions of this Permanent Injunction and Final Judgment Pursuant
2 to Stipulation, within twenty-four (24) hours;

3 (h) Report to the undersigned Defendant(s), in writing, and to the San Jose
4 Police Department, any and all suspected violations of law by any persons at
5 the subject property;

6 (i) Enforce the provisions of this Permanent Injunction and Final Judgment
7 Pursuant to Stipulation by all available means, including eviction of any and all
8 tenants who fail to comply with any of the terms of the Rental Agreement;

9 (j) Attend the monthly "Neighborhood Association Meeting" sponsored by
10 "Project Crackdown;"

11 (k) Perform all of the other duties required of the property manager.
12

13 Tenant Overcrowding

- 14 17. The undersigned Defendant(s) shall, within six (6) months of the granting of this
15 Permanent Injunction and Final Judgment Pursuant to Stipulation, adopt a plan to
16 reduce the number of tenants per rental unit at the subject property, as needed, to a
17 number not to exceed the maximum number permitted by the Uniform Housing Code
18 and the San Jose Municipal Code.
19

20 Parking Restrictions And Towing

- 21 18. The undersigned Defendant(s) shall, within forty-five (45) days of the signing of this
22 Permanent Injunction and Final Judgment Pursuant to Stipulation, implement and
23 maintain a parking policy at and upon the premises of the subject property on a
24 continual basis, including the following:

- 25 (a) Enforcing parking and towing rules;
26 (b) Removing abandoned vehicles within twenty-four (24) hours;
27 (c) Maintaining a contract with a properly permitted towing company.
28

///

1 19. The undersigned Defendant(s) shall, within forty-five (45) days of the granting of this
2 Permanent Injunction and Final Judgment Pursuant to Stipulation, and at all times
3 thereafter, limit the parking spaces at the subject property to tenants and visitors only,
4 with the number of parking spaces per unit assigned in accordance with the written
5 provisions of the Rental Agreement. The undersigned Defendant(s) shall designate
6 on the Rental Agreement the number of parking space(s) assigned to each rental unit.
7 Tenant cars that are approved for parking at the subject property shall have clearly
8 visible tenant parking stickers affixed to the back bumper of each of the vehicles.
9 Separate areas for tenant parking and for visitor parking shall be clearly identified.
10 "No parking" zones shall be clearly marked. Fire zones shall be identified in
11 consultation with the San Jose Fire Department and clearly painted in red by the
12 undersigned Defendant(s).

13 20. The undersigned Defendant(s) shall, within forty-five (45) days of the signing of this
14 Permanent Injunction and Final Judgment Pursuant to Stipulation, maintain a contract
15 with a properly permitted towing company for the enforcement of the parking
16 provisions of the Rental Agreement.

17
18 **SECURITY**

19 21. The undersigned Defendant(s) shall, either individually or collectively, within sixty (60)
20 days of the signing of this Permanent Injunction and Final Judgment Pursuant to
21 Stipulation, execute a contract with uniformed, armed professional Security Officers
22 who are equipped with portable, two (2)-way radios, to provide competent security
23 services at the subject property. The Security Officers shall be identified by the
24 undersigned Defendant(s) and pre-approved by the City Attorney or her designee.
25 The undersigned Defendant(s) shall advise the Security Officers of each and all of the
26 terms and conditions of this Permanent Injunction and Final Judgment Pursuant to
27 Stipulation. The undersigned Defendant(s) shall notify the City Attorney, or her
28 designee, in writing, before any changes in security services and Security Officers are

1 implemented at the subject property. Any and all changes in security services and
2 Security Officers must be pre-approved by the City Attorney or her designee. The
3 undersigned Defendant(s) shall be responsible for ensuring that the Security Officers
4 are performing their duties in conformity with the provisions of this Permanent
5 Injunction and Final Judgment Pursuant to Stipulation.
6

7 **RELOCATION OBLIGATION**

8 22. The undersigned Defendant(s) shall provide relocation assistance to the tenants of the
9 subject property, pursuant to San Jose Municipal Code §17.20.2000, *et seq.*, to the
10 extent that any tenants are displaced within the meaning of San Jose Municipal Code
11 §17.20.2050.
12

13 **GENERAL PROVISIONS**

14
15 **Costs**

16 23. The undersigned Defendant(s) shall reimburse Plaintiff City of San Jose for the
17 reasonable costs of City services and resources necessary for the review and
18 approval of the written plans that are required to be submitted pursuant to this
19 Permanent Injunction and Final Judgment Pursuant to Stipulation.
20

21 **Jurisdiction**

22 24. This Court has jurisdiction of the subject matter herein and the parties to this action,
23 including those persons described in paragraph 26 herein, and jurisdiction shall be
24 retained for purposes of interpretation and enforcement of the provisions of this
25 Permanent Injunction and Final Judgment Pursuant to Stipulation.
26

26 ///

27 ///

28 ///

1 Applicability

2 25. Each and all of the requirements for compliance with the terms and provisions of this
3 Permanent Injunction and Final Judgment Pursuant to Stipulation shall be continuing
4 in nature.

5 26. The provisions of this Permanent Injunction and Final Judgment Pursuant to
6 Stipulation are applicable to the undersigned Defendant(s) herein, their partners,
7 successors, and assigns; and to all persons, corporations, or other entities acting by,
8 through, under or on behalf of the undersigned Defendant(s); and to all persons,
9 corporations, or other entities acting in concert with or participating with the
10 undersigned Defendant(s) with actual or constructive knowledge of this Permanent
11 Injunction and Final Judgment Pursuant to Stipulation. The undersigned Defendant(s)
12 shall provide the City Attorney or her designee with prior written notice of any and all
13 new buyers or persons, corporations or other entities acquiring the subject property,
14 and shall provide any buyer or other person, corporation or other entity acquiring the
15 subject property with a copy of the Permanent Injunction and Final Judgment
16 Pursuant to Stipulation, and with written notice that the buyer or person, corporation or
17 other entity acquiring the subject property is subject to all of the terms and conditions
18 therein.

19
20 Prohibition Against Retaliation

21 27. The undersigned Defendant(s) shall not take any retaliatory actions, including but not
22 limited to eviction, against any tenant at the subject property.

23
24 Definitions

25 28. For purposes of the Permanent Injunction and Final Judgment Pursuant to Stipulation,
26 "subject property" shall include the residential and carport structures; the residential
27 grounds; and all of the appurtenances and common areas of the residential
28 properties, including the carports and driveways located behind the residential

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fourplexes of the properties that are owned by the undersigned Defendant(s) and identified in the Complaint.

STIPULATION

For the Plaintiffs:

Dated: 8-13, 1996

JOAN R. GALLO, City Attorney

By: Carol C Weinstein
CAROL C. WEINSTEIN
Senior Deputy City Attorney

Attorneys for Plaintiffs
CITY OF SAN JOSE and THE PEOPLE OF
THE STATE OF CALIFORNIA

Dated: 8-8, 1996

PREUSS, WALKER, & SHANAGHER

By: Denis Shanagher
DENIS SHANAGHER

Attorneys for Plaintiff
GINDIN-R&B COMPANY

For the Defendant:

Dated: 8-12, 1996

Joel R Carter
JOEL R. CARTER
Defendant

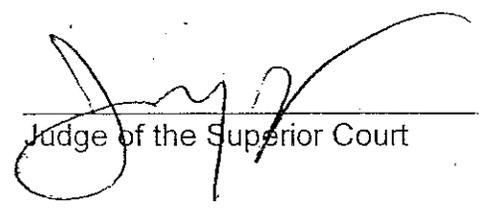
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ORDER

IT IS SO ORDERED.

DATED: 9/6/96



Judge of the Superior Court

Exhibit "B"

1 JOAN R. GALLU, City Attorney (#65875)
2 GEORGE RIOS, Assistant City Attorney (#077908)
3 CAROL C. WEINSTEIN, Sr. Deputy City Attorney (#116872)
4 Office of the City Attorney
5 151 West Mission Street
6 San Jose, California 95110
7 Telephone: (408) 277-4454

8 Attorneys for Plaintiffs
9 CITY OF SAN JOSE and
10 PEOPLE OF THE STATE OF CALIFORNIA

11 DENIS F. SHANAGHER (#100222)
12 MICHAEL J. STORTZ (#139386)
13 PREUSS, WALKER & SHANAGHER LLP
14 595 Market Street, 16th Floor
15 San Francisco, California 94105-2813

16 Attorneys for Plaintiff GINDIN-R&B COMPANY

17 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

18 CITY OF SAN JOSE; PEOPLE OF THE
19 STATE OF CALIFORNIA; GINDIN-R&B
20 COMPANY.

21 Plaintiffs,

22 vs.

23 MARTIN C. & ROSANNA M. ALVAREZ;
24 GREG ANDERSON; BILL & REBECCA
25 ARMSTRONG; FLORENCIA A.
26 ATKINSON; JUAN G. & ALICIA F. AYALA;
27 YANG-JWUN BAO; EDWARD BARR; JOE
28 M. & MARTHA M. CABRERA; JOEL R.
CARTER; EPHRAIM G. & OFEMIA D.
CENCEPCION; WILLIAM T. GHAN;
JAMES & JEANINE CLEMONS;
BARBARA J. COTTREL; KEVIN DUFFY;
ESMERALDO V. & ANTONINA T.
ESPOSO; DANTE & CARMELITA
ESPOSO; MARIA A. FERRARI;
BORGHILD M. FINKE; HENRY L. FINLAY;
BILL I. & ROSE Y. FUKUBA;
BERNARDINO A. & HONORIA T.

(ENDORSED)
FILED
APR 11 1997
STEPHEN V. LOVE
County Clerk
Santa Clara County
BY _____ DEPUTY

NO. CV 759667

PERMANENT INJUNCTION AND
FINAL JUDGMENT PURSUANT TO
STIPULATION

1 GABRIEL; PHIL A. GIN; CORRINE &
2 JONATHAN GONZALEZ; WILLIAM W. &
3 MARLENE GREER; RAMIEL L. & ELSIE
4 A. GUTIERREZ; GUILLERMO G. &
5 TEODORA P. GUZMAN; ROSALINA R.
6 HAFALIA; TAO-YANG HSIEH; ANGUO T.
7 & LU YEN HUANG; PACIFICO M.
8 ICASIANO; JOE Z. KUS; DEMETRIOS E.
9 & ANGELIKI D. KUTULAS; KAI Y. &
10 GOTIA LAU; MANH & LI HOA LE; TRANG
11 U. LE; T. & HO AI THI LECUONG; KAYNE
12 & LINDA S. LIM; FRANK F. & LORI J.
13 LINDSEN; KUO-HSIANG & PI-YAO LIOU;
14 DAVID B. & CLARA A. LUCERO;
15 IGNACIO & RAQUEL MADRIZ; GILBERT
16 & CECILIA MAROSI; WILLIAM L.
17 McHARGUE; ABRAHAM L. & REMEDIOS
18 M. MENDOZA; THELMA T. & ROGELIO
19 A. MILLARE; GUILLERMO R. & ROSA I.
20 MUNOZ; TAI & HAN MAI N. NGO; HUNG
21 M. & DIEP M. NGUYEN; SAU &
22 DIEUXUAN T. NGUYEN; SON & VU LIEN
23 NGUYEN; THANG X. & ANH K. NGUYEN;
24 JOSE C. NUNES; SEVERO C. OZUNA;
25 MARTINA E. & GABRIEL PADILLA;
26 JORGE L. & PAMELA C. PALACIOS;
27 EDEN E. & JAIME F. PANTALEON;
28 DAVID PERRY; HOANG H. PHAM;
DANNY QUAN; SOLEDAD F. SALVADOR;
SANTOS SR. & ESPERRANZA
SANCHEZ; EDUARDO V. & MERCEDITA
A. SANTOS; RAMONA E. SCHILLINGER;
HARDEV S. & KANWALJIT K. TAKHAR;
MASAE TOLLER; RUDOLF & HELEN H.
USSENKO; ALVINO VALLES; ALVINO
VALLEZ; ADALBERTO & MARIA Z.
VARGAS; STEPHEN D. VOGEL; SURESH
H. & SHOBHA S. VORA; PO H. & TSUI C.
WONG; RAYMOND WONG; CHO Y. &
BIG H. YU; JOE Y. & NG M. YUEN;
WALNUT GROVE INCOME ESTATES
HOMEOWNERS ASSOCIATION;
WALNUT WOODS NEIGHBORHOOD;
and DOES 1 through 1,000, inclusive,

Defendants.

1 IT IS HEREBY STIPULATED between the plaintiffs, CITY OF SAN JOSE and
2 PEOPLE OF THE STATE OF CALIFORNIA by and through Joan R. Gallo, City Attorney for
3 the City of San Jose; plaintiffs, GINDIN-R&B COMPANY by and through their attorney Denis
4 Shanagher of Preuss, Walker & Shanagher; and Defendants MARTIN C. & ROSANNA M.
5 ALVAREZ; FLORENCIA A. ATKINSON; YANG-JWUN BAO; JOE M. & MARTHA M. CABRERA;
6 EPHRAIM C. & OFEMIA D. CENCEPCION; JAMES & JEANINE CLEMONS; BARBARA J.
7 COTTREL; ESMERALDO V. & ANTONINA T. ESPOSO; DANTE ESPOSO; HENRY L. FINLAY;
8 BERNARDINO A. & HONORIA T. GABRIEL; CORRINE & JONATHAN GONZALEZ; WILLIAM W. &
9 MARLENE GREER; RAMIEL L. & ELSIE A. GUTIERREZ; GUILLERMO G. & TEODORA P.
10 GUZMAN; ROSALINA R. HAFALIA; TAO-YANG HSIEH; ANGUO T. & LU YEN HUANG; PACIFICO
11 M. ICASIANO; KAI Y. & GOTIA LAU; MANH & LI HOA LE; KAYNE & LINDA S. LIM; KUO-HSIANG &
12 PI-YAO LIOU; DAVID B. & CLARA A. LUCERO; IGNACIO & RAQUEL MADRIZ; WILLIAM L.
13 McHARGUE; ABRAHAM & REMEDIOS MENDOZA; THELMA T. & ROGELIO A. MILLARE;
14 GUILLERMO R. & ROSA I. MUNOZ; SEVERO C. OZUNA; EDEN E. & JAIME F. PANTALEON;
15 DAVID PERRY; SOLEDAD E. SALVADOR; SANTOS SR. & ESPERRANZA SANCHEZ; EDUARDO
16 V. & MERCEDITA A. SANTOS; MASAE TOLLER;; ALVINO VALLES(Z); ADALBERTO & MARIA Z.
17 VARGAS; STEPHEN D. VOGEL; PO H. & TSUI C. WONG; CHO Y. & BIG H. YU by and through
18 their attorney Fenn C. Horton, III; and Defendants EDWARD BARR; RUDOLF & HELEN H.
19 USSENKO; GILBERT & CECILIA MAROSI; HARDEV S. & KANWALJIT K. TAKHAR; BILL I. & ROSE
20 Y. FUKUBA by and through their attorney Stephen Loquashi;
21 and Defendants DEMETRIOS AND ANGELIKI KUTULAS, by and through their attorney Joseph
22 R. Kafka, and it appearing to the Court that the parties have stipulated and consented to the
23 entry of the Permanent Injunction herein, prior to the taking of the proof, without trial or
24 adjudication of any issues of fact or law and without admission of any of the allegations
25 herein; and this Court having considered the matter, the pleadings and the Permanent
26 Injunction And Final Judgment Pursuant To Stipulation herein, and for good cause appearing
27 therefore,

28 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1
2 PERMANENT INJUNCTION

3 PROPERTY OWNER RESPONSIBILITY

4 1. Each of the undersigned Defendants shall be responsible for conformity with each and
5 all of the terms and conditions of this Permanent Injunction and Final Judgment
6 Pursuant to Stipulation relating to the properties that they own.

7 The undersigned Defendants or their designees shall make themselves available to
8 attend monthly meetings with the Plaintiffs. At least one property owner of each of the
9 subject properties owned by the undersigned Defendants shall attend a consolidated
10 quarterly owners meeting with the City Attorney or her designee commencing in March
11 of 1997 and at regular three (3)-month intervals thereafter, for a period of two (2)
12 years, to discuss neighborhood problems and issues relating to the injunction. The
13 Court-appointed Monitor (as described in paragraph 34 hereof) can attend as he
14 deems appropriate or undersigned Defendants can request the attendance of the
15 Court-appointed Monitor at the monthly meetings as they deem appropriate.

16 2. The undersigned Defendants who are part of the neighborhood known as "Walnut
17 Grove" shall attend regular meetings of the "Walnut Grove Income Estates
18 Homeowner's Association.

19 3. The undersigned Defendants shall, within ninety (90) days of the signing of this
20 Permanent Injunction and Final Judgment Pursuant to Stipulation, attend the following
21 training courses provided by the Tri-Courty Apartment Association ("TCAA"):
22 "Essentials of Real Estate Management" (7 hours); and "Liability and Maintenance" (3
23 hours).

24 PHYSICAL IMPROVEMENTS

25 4. The undersigned Defendants shall immediately correct all existing code violations, as
26 identified in the pleadings and evidence herein. The undersigned Defendants shall
27 thereafter maintain conformity with all applicable laws and regulations concerning the
28

1 maintenance of their properties (hereinafter "subject property"), and ensure that the
2 subject property conforms to minimum standards of habitability.

3 5. The undersigned Defendants shall immediately equip the premises and the structures
4 at and upon the subject property with each and all of the following enumerated items,
5 which shall be maintained in a state of good repair.

6 (a) Posted drug abatement signs on the front and the back sides of each
7 fourplex structure. The drug abatement signs shall be an 11 inch by 17 inch
8 version of copies that have been furnished by the San Jose City Attorney's
9 Office. Defendants shall be responsible for maintaining the drug abatement
10 signs in a condition of good repair and replacing them as necessary. The signs
11 shall be posted in English, Spanish, Vietnamese and Cambodian, and shall be
12 placed prominently on each structure at the subject property, to the satisfaction
13 and with the prior approval of the designee of the San Jose Police Department;

14 (b) Posted "NO TRESPASSING-NO LOITERING" signs on the front and
15 back sides of the fourplex structures. The "no trespassing-no loitering" signs
16 shall be an 11 inch by 17 inch version of copies that have been furnished by
17 the San Jose City Attorney's Office. Defendants shall be responsible for
18 maintaining the "no trespassing" signs in a condition of good repair and
19 replacing them as necessary. The signs shall be posted in English, Spanish,
20 Vietnamese and Cambodian, and shall be placed prominently on each structure
21 at the subject property, to the satisfaction and with the prior approval of the
22 designee of the San Jose Police Department;

23 (c) Apartment numbers shall be affixed to the door of each rental unit at the
24 subject property;

25 (d) Street address numbers that are plainly visible from both the street and
26 the driveways behind the fourplex properties;

27 (e) Adequate exterior lighting, to the satisfaction and with the prior approval
28 of the City Attorney or her designee, as set forth in the letter of Florence

1 Kuhlmann dated December 9, 1996, a true and correct copy of which is
2 attached hereto as Exhibit "A," which shall be subject to modification by the
3 Court upon application and a showing of good cause by any of the undersigned
4 parties. The undersigned Defendants shall submit appropriate applications,
5 fees and a written plan to the San Jose Planning Department for pre-approval
6 of the installation of the required exterior lighting, to the extent required by law.
7 The application for the installation of any required exterior lighting may be
8 included in the application for landscaping, irrigation and fencing, under the
9 same terms and procedures described in paragraphs 7 and 8 herein.

10 (f) Fire extinguishing equipment and smoke alarms in compliance with all
11 applicable laws and regulations.

12 6. Throughout the duration of this Permanent Injunction And Final Judgment Pursuant
13 To Stipulation, the undersigned Defendants shall at all times keep current the Penal
14 Code Section 602(n) authorization letter, which letter shall be signed and delivered to
15 the San Jose City Attorney's Office, and which letter shall authorize the San Jose
16 Police Department to enter Defendants' properties to enforce trespassing and other
17 laws on their respective properties, using the form letter with the agreed upon form
18 and content, a true and correct copy of which is attached hereto as Exhibit "B."
19 Renewal of the Penal Code Section 602(n) authorization letter shall be made in
20 conformity with the provisions of this paragraph and with the provisions of Penal Code
21 Section 602(n), which specifies that six (6) months is the maximum duration of each
22 written authorization.

23 7. The undersigned Defendants shall, within twenty (20) days of the signing of this
24 Permanent Injunction And Final Judgment Pursuant To Stipulation, submit appropriate
25 application(s), fees and a written plan to the San Jose Planning Department for
26 landscaping and irrigation of the grounds of the subject properties, so as to eliminate
27 unsafe and blighted conditions at the subject properties. Once a written plan for
28 landscaping is approved by the San Jose Planning Department, the undersigned

1 Defendants shall comply with reasonable deadlines for completion of the landscaping
2 and irrigation system, as determined by the San Jose Planning Department. The
3 specifications for the required landscaping and irrigation, and a prototypical plan and
4 conditions for landscaping and irrigation, are set forth in Exhibit "C" hereto. The
5 undersigned Defendants may each submit an application, fee, plan, photographs and
6 Assessor's Parcel Map of the subject properties to the San Jose Planning Department
7 for the implementation of landscaping, irrigation and fencing at the subject properties.
8 The application process shall include a written application identifying each of the
9 subject properties, written plans which are consistent with the specifications and
10 prototypical plans and conditions provided in Exhibit "C," and one application fee of
11 two hundred and fifteen dollars (\$215), to encompass those fourplex properties where
12 the landscaping, irrigation and fencing plans are uniform. Should any of the
13 undersigned Defendants wish to submit an application for landscaping, irrigation,
14 and/or fencing which are different from the specifications, prototypical plans or
15 conditions provided by the City of San Jose, they shall comply with the requirements
16 of submitting an individual application, plan and fee, and shall not be eligible for the
17 group rate and plan described above. The procedure described in this paragraph for
18 a group application, plan and fee shall be available only until and including March 31,
19 1997, and shall apply only to the landscaping, irrigation and fencing of the front
20 grounds of the subject properties.

21 8. The undersigned Defendants shall, within twenty (20) days of the signing of this
22 Permanent Injunction And Final Judgment Pursuant To Stipulation, submit appropriate
23 application(s), fees and a written plan to the San Jose Planning Department for
24 installation of fencing to enclose the front yards of the fourplexes. Once a written plan
25 for installation of fencing is approved by the San Jose Planning Department, the
26 undersigned Defendants shall comply with reasonable deadlines for completion of the
27 installation of fencing, as determined by the San Jose Planning Department. The
28 specifications for the required fencing, and a prototypical plan and conditions for

1 fencing, are set forth in Exhibit "C" hereto. The undersigned Defendants may submit
2 an application, fee, plan, photographs and Assessor's Parcel Map of the subject
3 properties to the San Jose Planning Department for the implementation of
4 landscaping, irrigation and fencing at the subject properties. The application process
5 shall include a written application identifying each of the subject properties, written
6 plans which are consistent with the specifications and prototypical plans and
7 conditions provided in Exhibit "C," and one application fee of two hundred and fifteen
8 dollars (\$215), to encompass those fourplex properties where the landscaping,
9 irrigation and fencing plans are uniform. Should any of the undersigned Defendants
10 wish to submit an application for landscaping, irrigation, and/or fencing which are
11 different from the specifications, prototypical plans or conditions provided by the City
12 of San Jose, they shall comply with the requirements of submitting an individual
13 application, plan and fee, and shall not be eligible for the group rate and plan
14 described above. The procedure described in this paragraph for a group application,
15 plan and fee shall be available only until and including March 31, 1997, and shall
16 apply only to the landscaping, irrigation and fencing of the front grounds of the subject
17 properties.

18 PROPERTY MAINTENANCE

- 19 9. The undersigned Defendants shall, immediately remove any and all existing graffiti at
20 the subject property, and shall thereafter remove any existing graffiti within forty-eight
21 (48) hours.
- 22 10. The undersigned Defendants shall immediately provide the following maintenance at
23 and upon the premises of the subject property, said maintenance to be provided on a
24 continual basis:
- 25 (a) Remove litter on a daily basis;
 - 26 (b) Cause garbage to be stored in proper garbage bins with adequate bin
27 capacity; and cause garbage to be removed from the premises of the subject
28

1 property, as required by the San Jose Municipal Code, and eliminate

2 improperly stored and overflowing uncollected garbage within 24 hours;

3 (c) Cause recyclable materials to be stored in proper recycling bins and to

4 be removed from the premises of the subject property as required by the San

5 José Municipal Code, and immediately eliminate and properly dispose of

6 improperly stored items;

7 (d) Cause proper and daily removal of refrigerators, furniture, and other

8 appliances and debris that are left on the premises of the subject property;

9 (e) Post towing signs in the parking areas, as required by the contract tow

10 company.

11 **PROPERTY MANAGEMENT**

12 11. The undersigned Defendants shall, within thirty (30) days of the signing of this
13 Permanent Injunction And Final Judgment Pursuant To Stipulation, execute a contract
14 with a qualified, professional property management company to provide competent,
15 full-time property management as outlined herein at the subject property. The
16 property management company and any and all property managers shall be identified
17 by the undersigned Defendants and pre-approved by the Court-appointed Monitor.
18 Defendants shall provide by facsimile transmission or personal service to the Plaintiffs
19 and the Court-appointed Monitor a written list of references and properties currently
20 managed by the proposed property management company. Plaintiffs shall be given a
21 period of five (5) working days from the date that this written information is received to
22 provide the Court-appointed Monitor with Plaintiffs' recommendations and/or
23 comments with regard to the property management company. Approval or non-
24 approval shall thereafter be given by the Court-appointed Monitor, within ten (10)
25 working days of the last date for the submission of a response by the Plaintiffs. The
26 undersigned Defendants shall advise the property manager(s) of each and all of the
27 terms and conditions of this Permanent Injunction And Final Judgment Pursuant To
28 Stipulation, and the property manager(s) shall at all times advise the owner of steps

1 required to maintain the subject property in conformity with the terms and conditions of
2 this Permanent Injunction and Final Judgment Pursuant to Stipulation. The
3 undersigned Defendants shall thereafter notify the Plaintiffs, in writing, before any
4 changes in property management are implemented at the subject property. Any and
5 all changes in property management at the subject property must be pre-approved
6 under the same terms specified in this paragraph for initial approval/non-approval of
7 property management. The undersigned Defendants shall be responsible for ensuring
8 that the property manager(s) are performing their duties in conformity with the
9 provisions of this Permanent Injunction And Final Judgment Pursuant To Stipulation.
10 Nothing in this paragraph will require the property owner to authorize the property
11 manager to expend funds or initiate legal proceedings on behalf of the owner without
12 owner approval.

13
14 Written Rental Applications and Agreements

15 12. The undersigned Defendants shall, within thirty (30) days of the signing of this
16 Permanent Injunction And Final Judgment Pursuant To Stipulation, implement and
17 maintain a new written Rental Application form for each renter at the subject property.
18 The written Rental Application form shall be fully completed for each current tenant
19 and each future tenant applicant, and shall include but not be limited to the following
20 information for each adult over the age of eighteen (18):

- 21 (a) Full name, including last name, first name and middle name;
22 (b) Date of birth;
23 (c) Photocopies of two (2) forms of identification, including a photo
24 identification;
25 (d) Disclosure of any convictions during the past five (5) year period for any
26 felony; any crime involving the sale, use or possession of any controlled
27 substance; and any crime involving vandalism.
28

1 13. A copy of the written Rental Application form, which includes each and all of the above
2 provisions 12(a) through 12(d), shall be provided to the City Attorney or her designee
3 upon request, within forty-eight (48) hours;

4 14. The undersigned Defendants shall, within forty-five (45) days of the signing of this
5 Permanent Injunction And Final Judgment Pursuant To Stipulation, implement and
6 maintain a written Rental Agreement for each renter at the subject property. The
7 written Rental Agreement shall be completed for each existing rental unit, for both
8 current tenants and future tenants. The Rental Agreement shall be fully completed by
9 all of the current and future adult tenants of each rental unit, and shall include but not
10 be limited to the following information, which information shall be kept current and
11 accurate:

12 (a) The full name of each of the tenants currently residing in each rental unit
13 at the subject property;

14 (b) The license plate numbers of tenants' vehicles that are approved by
15 management for on-site parking at the subject property;

16 (c) A photocopy of a photo identification for each adult tenant;

17 (d) A rental clause which provides that if there is any change in the
18 residents occupying the rental units subsequent to the execution of the Rental
19 Agreement, the tenants must provide written notice to the property manager of
20 any and all such changes in both the number and the identity of the new
21 tenant(s) living in that rental unit, and must get approval from the property
22 owner prior to implementing any such change in tenancy;

23 (e) A rental clause prohibiting subletting of any residential unit at the subject
24 property, without the property owner's written approval, which shall not be
25 unreasonably withheld. Any and all sublessees must comply with all the criteria
26 herein which applies to written rental applications and written rental
27 agreements;
28

- 1 (f) A rental clause limiting the maximum number of occupants for each
2 rental unit at the subject property, in conformity with all applicable State and
3 local occupancy standards;
- 4 (g) A rental clause prohibiting anyone other than the identified and approved
5 tenants from residing at subject property;
- 6 (h) A rental clause prohibiting any guest of the approved tenants from
7 staying at the subject property for a period of over thirty (30) days during any
8 calendar year;
- 9 (i) A rental clause requiring proper disposal of garbage and separation and
10 deposit of recyclable materials at the subject property;
- 11 (j) A rental clause which provides that if any occupant of a rental unit at the
12 subject property is found to be selling, possessing, using or under the influence
13 of any controlled substance at the subject property, or if any of the tenant's
14 visitors to a rental unit are found to be selling, using or under the influence of
15 any controlled substance at the subject property, then this shall be cause for
16 immediate termination of the rental agreement for all occupants of that rental
17 unit;
- 18 (k) A rental clause that incorporates written tenant "Rules Of Conduct" for
19 the tenants.

20 15. The written Rental Agreement, which includes each and all of the above provisions
21 14(a) through 14(k), shall be maintained by the property manager for each rental unit,
22 and shall be immediately provided to the City Attorney or her designee upon request,
23 within forty-eight (48) hours. The information contained in the written Rental
24 Agreement shall be provided to non-English speaking tenants in Spanish, Vietnamese
25 and Cambodian upon the tenant's request. The tenants shall be advised by the
26 property owner of the availability of the written rental agreement in each of these
27 languages.

28 Tenant Identification

1 16. The undersigned Defendants shall, within thirty (30) days of the signing of this
2 Permanent Injunction and Final Judgment Pursuant to Stipulation, and at all times
3 thereafter, monitor, maintain and make available to the Plaintiffs, upon request, within
4 forty-eight (48) hours, in writing, an updated and current listing identifying each and all
5 of the adult tenants residing at the subject property, as well as copies of the written
6 rental agreements, photocopies of a photo identification for each adult tenant, and
7 tenant "Rules Of Conduct."

8 Tenant Rules Of Conduct

9 17. The undersigned Defendants shall, within thirty (30) days of the granting of this
10 Permanent Injunction And Final Judgment Pursuant To Stipulation, provide to all
11 current tenants written "Rules Of Conduct." At all times thereafter, the written "Rules
12 of Conduct" shall be provided to future tenants at the time that the written rental
13 agreement is executed. The written "Rules Of Conduct" shall be signed by all adult
14 tenants over the age of eighteen (18) at the time that the written rental agreement is
15 executed. The "Rules Of Conduct" shall state that the tenants are required to conform
16 to the following standards at the subject property:

- 17 (a) Comply with all of the terms and conditions of the written rental
18 agreement;
- 19 (b) Limit the persons who are residing at the residential units to the persons
20 who are identified and approved for tenancy, and conform with all applicable
21 State and local occupancy standards.;
- 22 (c) Comply with all applicable parking provisions and refrain from storing
23 inoperable vehicles;
- 24 (d) Properly dispose of garbage, in designated trash receptacles;
- 25 (e) Separate and deposit recyclable materials in designated recycling
26 receptacles;
- 27 (f) Refrain from littering;

28

- 1 (g) Use appliances and fixtures in the residential units in a safe and proper
- 2 manner;
- 3 (h) Refrain from storing any personal belongings in an unsafe manner on
- 4 any of the exterior portions of the residential premises;
- 5 (i) Refrain from creating unreasonably loud noise;
- 6 (j) Refrain from drinking alcoholic beverages in the common areas,
- 7 including the carports and driveways; and on the adjacent sidewalk area;
- 8 (k) Ensure that the tenant's visitors conduct themselves in conformity with
- 9 the tenant "Rules Of Conduct."

10 18. The information contained in the tenant "Rules Of Conduct" shall be provided to
11 non-English speaking tenants in Spanish, Vietnamese and Cambodian upon the
12 tenant's request. The tenants shall be advised by the property owner of the
13 availability of the tenant rules of conduct in each of these languages.

14 19. Nothing herein will require the property owner to authorize the property manager to
15 expend funds or initiate legal proceedings on behalf of the owner without express
16 owner approval.

17 Responsibilities Of Property Managers

18 20. In order to maintain compliance with this Permanent Injunction and Final Judgment
19 Pursuant to Stipulation, the undersigned Defendants shall, immediately upon the
20 signing of this Permanent Injunction And Final Judgment Pursuant To Stipulation, and
21 at all times thereafter, specifically require that the property manager(s):

- 22 (a) Conduct daily visual inspections of the common areas of the subject
- 23 property to ensure decent, safe and sanitary living conditions;
- 24 (b) Conduct visual inspections of the interior portions of each of the rental
- 25 units at least once every six (6) months to ensure decent, safe and sanitary
- 26 living conditions;
- 27 (c) Notify the undersigned Defendants of all needed repairs and
- 28 improvements to the subject property, in writing, within twenty-four (24) hours;

- 1 (d) Remove all trash and debris from the common areas of the subject
2 property on a daily basis;
- 3 (e) Take all reasonably necessary steps to ensure that the tenants and
4 visitors at the subject property refrain from conducting any illegal drug related
5 activity or engaging in any other illegal activity at and around the subject
6 property, and otherwise ensure conformity with the provisions of this
7 Permanent Injunction And Final Judgment Pursuant To Stipulation;
- 8 (f) Take all reasonably necessary steps to ensure that the tenants comply
9 with the terms of the written Rental Agreement and the written "Rules Of
10 Conduct,"
- 11 (g) Report to the undersigned Defendants, in writing, any and all violations
12 of the written Rental Agreement, the written tenant "Rules Of Conduct," and the
13 terms and conditions of this Permanent Injunction and Final Judgment Pursuant
14 to Stipulation, within twenty-four (24) hours;
- 15 (h) Report to the undersigned Defendants, in writing, and to the San Jose
16 Police Department, any and all suspected violations of law by any persons at
17 the subject property;
- 18 (i) Take no action that would violate the provisions of this Permanent
19 Injunction And Final Judgment Pursuant To Stipulation;
- 20 (j) Attend the monthly "Neighborhood Association Meeting" sponsored by
21 "Project Crackdown;"
- 22 (k) Perform all of the other duties required of the property manager by the
23 property owner.
- 24 (l) Document and report to the undersigned Defendants problems in the
25 fourplex units that come to the attention of the property manager;
- 26 (m) Provide quarterly status reports to the Court-appointed Monitor in the
27 form attached as Exhibit D, which quarterly reports will be made available to
28 Plaintiffs by the Court-appointed Monitor upon request.

1 21. Nothing in paragraph 20 above will require the property owner to authorize the
2 property manager to expend funds or initiate legal proceedings on behalf of the owner
3 without express owner approval.

4 Tenant Overcrowding

5 22. The undersigned Defendants shall, within six (6) months of the granting of this
6 Permanent Injunction And Final Judgment Pursuant To Stipulation, adopt a plan to
7 reduce the number of tenants per rental unit at the subject property, if needed, to a
8 number not to exceed the maximum number permitted by the Uniform Housing Code
9 and the San Jose Municipal Code.

10 Parking Restrictions And Towing

11 23. The undersigned Defendants shall, within forty-five (45) days of the signing of this
12 Permanent Injunction And Final Judgment Pursuant To Stipulation; implement and
13 maintain a parking policy at and upon the premises of the subject property on a
14 continual basis, including the following:

- 15 (a) Enforcing parking and towing rules;
- 16 (b) Removing abandoned vehicles within twenty-four (24) hours;
- 17 (c) Maintaining a contract with a property permitted towing company.

18 24. The undersigned Defendants shall, within forty-five (45) days of the granting of this
19 Permanent Injunction And Final Judgment Pursuant To Stipulation, and at all times
20 thereafter, limit the parking spaces at the subject property to tenants and visitors only,
21 with the number of parking spaces per unit assigned in accordance with the written
22 provisions of the Rental Agreement. The undersigned Defendants shall designate on
23 the Rental Agreement the number of parking space(s) assigned to each rental unit.
24 Tenant cars that are approved for parking at the subject property shall have clearly
25 visible tenant parking stickers affixed to the inside rear window of each of the vehicles.
26 Separate areas for tenant parking and for visitor parking shall be clearly identified.
27 "No parking" zones shall be clearly marked. Fire zones shall be identified in

28

1 consultation with the San Jose Fire Department and in conformity with all applicable
2 laws.

3 25. The undersigned Defendants shall, within forty-five (45) days of the signing of this
4 Permanent Injunction And Final Judgment Pursuant To Stipulation, maintain a
5 contract with a properly permitted towing company for the enforcement of the parking
6 provisions of the Rental Agreement.

7 SECURITY

8 26. The undersigned Defendants shall, either individually or collectively, within thirty (30)
9 days of the signing of this Permanent Injunction and Final Judgment Pursuant to
10 Stipulation, execute a contract with a professional security service to provide
11 competent security services at the subject property. The Security Officers shall be
12 identified by the undersigned Defendants and pre-approved by the Court-appointed
13 Monitor. Defendants shall provide by facsimile transmission or personal service to the
14 Plaintiffs and the Court-appointed Monitor a written list of references and properties for
15 which the proposed security service and Security Officers provide security services.
16 Plaintiffs shall be given a period of five (5) working days from the date that this written
17 information is received to provide the Court-appointed Monitor with Plaintiffs'
18 recommendations and/or comments with regard to the security service and Security
19 Officers. Approval or non-approval shall thereafter be given by the Court-appointed
20 Monitor, within ten (10) working days of the last date for the submission of a response
21 by the Plaintiffs. The Plaintiffs have no current objection to Defendants' continued
22 employment of Atlas Security and Patrol. The undersigned Defendants shall advise
23 the Security Officers of each and all of the terms and conditions of this Permanent
24 Injunction And Final Judgment Pursuant To Stipulation, and the Security Officers shall
25 at all times advise the property owner of steps required to maintain the subject
26 property in conformity with the terms and conditions of this Permanent Injunction and
27 Final Judgment Pursuant to Stipulation. The undersigned Defendants shall thereafter
28 notify Plaintiffs, in writing, before any changes in security service and/or Security

1 Officers are implemented at the subject property. Any and all changes in security
2 service and Security Officers at the subject property must be pre-approved under the
3 same terms specified in this paragraph for initial approval/non-approval of security
4 service and Security Officers. The undersigned Defendants shall be responsible for
5 ensuring that the property manager(s) are performing their duties in conformity with
6 the provisions of this Permanent Injunction And Final Judgment Pursuant To
7 Stipulation.

8 RELOCATION OBLIGATION

9 27. The undersigned Defendants shall provide relocation assistance to the tenants of the
10 subject property, pursuant to San Jose Municipal Code §17.20.2000, *et seq.*, to the
11 extent that any tenants are displaced within the meaning of San Jose Municipal Code
12 §17.20.2050.

13 GENERAL PROVISIONS

14 28. Monetary Payments and Costs

15 The undersigned Defendants shall jointly pay a total of \$177,000 on the following
16 terms: \$5,000 payable to the Edward J. Davila, the Court-appointed Monitor, by April
17 30, 1997; \$72,500 payable to Gindin-R&B Company to be paid by April 30, 1997;
18 \$99,500 payable to the City of San Jose to be paid by April 30, 1997. In addition, the
19 individual defendants will pay the following amounts to the City of San Jose on the
20 following terms:

21 Alvarez, Martin C. & Rosanna M.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

22 Atkinson, Florencia A.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

23 Bao, Yang-Jwun: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

24 Barr, Edward: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

25 Bravo, Hugo A. & Myrna M.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

26 Cabrera, Joe M. & Martha M.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

27 Clemons, James & Jeanine: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

28 Concepcion, Ephraim C. & Ofemia D.: \$500 by April 30, 1997, \$1,000 by April 30,

- 1 1998;
- 2 Cottrell, Barbara J.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 3 Esposito, Dante & Carmelita: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 4 Esposito, Esmeraldo V. & Antonia T.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 5 Finlay, Henry L.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 6 Fukuba, Bill I. & Rosa Y.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 7 Gabriel, Bernardino A. & Honoria T.: \$500 by April 30, 1997, \$1,000 by April 30,
- 8 1998;
- 9 Gonzalez, Jonathan & Corine: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 10 Greer, William W. & Marlene: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 11 Gutierrez, Ramiel L. & Elsie A.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 12 Guzman, Guillermo G. & Teodora P.: \$500 by April 30, 1997, \$1,000 by April 30,
- 13 1998;
- 14 Hafalia, Rosalina R.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 15 Hsieh, Tao-Yang: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 16 Huang, Anguo T. & Yen Lu: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 17 Icasiano, Pacifico M.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 18 Kutulus, Demetrios E. & Angelike D. Kutulus: \$500 by April 30, 1997, \$1,000 by April
- 19 30, 1998;
- 20 Lau, Kai Y. Gotia: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 21 Le, Manh & Li Hoa: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 22 Lim, Kanye & Ling S.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 23 Liou, Kuo-Hsiang & Pi-Yao: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 24 Lucero, David B. & Clara A.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 25 Madriz, Ignacio & Raquel: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 26 Marosi, Gilbert & Cecilia: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 27 McHargue, William L.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
- 28 Mendoza, Abraham L. & Remedios M.: \$500 by April 30, 1997, \$1,000 by April 30,

1 1998;

2 Millare, Thelma T. & Rogelio A.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

3 Munoz, Guillermo R. & Rosa I.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

4 Ozuna, Severo C.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

5 Pantaleon, Eden F. & Jaime F.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

6 Perry, David: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

7 Salvador, Soledad F.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

8 Sanchez, Santos & Esperanza: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

9 Santos, Eduardo V. I Mercedita A.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

10 Takhar, Hardev S. & Kanwaljit K.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

11 Toller, Masae: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

12 Ussenko, Helen H. & Rudolf: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

13 Vallez, Alvino: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

14 Vargas, Adalberto & Maria Z.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

15 Vogel, Stephen D.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

16 Wong, Po H. & Tsui C.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

17 Yu, Cho Y. & Big H.: \$500 by April 30, 1997, \$1,000 by April 30, 1998

18 The payments set forth in this paragraph are agreed to solely for the purpose of

19 settling the lawsuit resulting in this Permanent Injunction And Final Judgment

20 Pursuant to Stipulation and shall be in addition to any payments of costs, fees, and/or

21 penalties arising from any contempt (or other enforcement) proceedings and/or the

22 performance of the terms of this Permanent Injunction and Final Judgment Pursuant

23 to Stipulation.

24
25 29. The undersigned Defendants shall obtain all permits required by law for

26 implementation of the terms and conditions of the Permanent Injunction and Final

27 Judgment Pursuant to Stipulation, and shall reimburse Plaintiff City of San Jose for the

28 reasonable costs of City services and resources necessary for the review and

1 approval of the written plans that are required to be submitted by law. The parties to
2 this Permanent Injunction And Final Judgment Pursuant to Stipulation shall bear their
3 own costs and expenses, including attorneys' fees, arising from the lawsuit resulting in
4 this Permanent Injunction And Final Judgment Pursuant to Stipulation.

5 Jurisdiction

6 30. This Court has jurisdiction of the subject matter herein and the parties to this action,
7 including those persons described in paragraph 31 herein, and jurisdiction shall be
8 retained for purposes of interpretation and enforcement of the provisions of this
9 Permanent Injunction And Final Judgment Pursuant To Stipulation.

10 Applicability

11 31. Each and all of the requirements for compliance with the terms and provisions of this
12 Permanent Injunction and Final Judgment Pursuant to Stipulation shall be continuing
13 in nature. The provisions of this Permanent Injunction And Final Judgment Pursuant
14 To Stipulation are applicable to the undersigned Defendants herein, their partners,
15 successors, and assigns; and to all persons, corporations, or other entities acting by,
16 through, under or on behalf of the undersigned Defendants; and to all persons,
17 corporations, or other entities acting in concert with or participating with the
18 undersigned Defendants with actual or constructive knowledge of this Permanent
19 Injunction and Final Judgment Pursuant to Stipulation. The undersigned Defendants
20 shall, within ten (10) days after the close of escrow, provide the Court-appointed
21 Monitor and Plaintiffs with written notice of any and all new buyers or persons,
22 corporations or other entities acquiring the subject property, and shall provide any
23 buyer or other person, corporation or other entity acquiring the subject property with a
24 copy of the Permanent Injunction And Final Judgment Pursuant To Stipulation, and
25 with written notice that the buyer or person, corporation or other entity acquiring the
26 subject property is subject to all of the terms and conditions therein.

1 32. Nothing herein shall preclude the parties from stipulating to alternative or lesser
2 requirements for new property owners in order to facilitate a sale of the subject
3 properties.

4 Duration

5 33. The Court shall conduct a review of the status, and all terms and conditions, of this
6 Permanent Injunction And Final Judgment Pursuant To Stipulation, three (3) years
7 after the date of entry hereof. The Court shall conduct a further review seven (7)
8 years after the date of entry hereof to determine whether the terms and conditions of
9 this Permanent Injunction And Final Judgment Pursuant To Stipulation shall be
10 dissolved, or extended for an additional three (3)-year period at that time. However,
11 nothing shall prevent any party hereto, or any successor or assign of any party, from
12 seeking modification to or relief from any or all provisions of this Permanent Injunction
13 And Final Judgment Pursuant To Stipulation at any time. Nor shall the plaintiffs be
14 foreclosed from seeking additional provisions or and additional extension:

15 Court-Appointed Monitor

16 34. Edward J. Davila shall continue to serve as the Court-appointed Monitor as long as he
17 is willing and shall continue to have the duties and powers granted to him by the Court
18 in Orders previously entered in this action, unless and until either of the parties
19 petitions the Court and the Court agrees to release him from these duties. The Court-
20 appointed Monitor is also authorized to monitor the Defendants' compliance with this
21 Permanent Injunction And Final Judgment Pursuant To Stipulation, and to make
22 recommendations to the Court with respect to sanctions for non-compliance, and with
23 regard to the modification to or relief from any or all of the provisions of this
24 Permanent Injunction And Final Judgment Pursuant To Stipulation. The Court-
25 appointed Monitor shall be paid at the rate of \$200 per hour for services rendered at
26 the request of the Court or for duties specified in this Permanent Injunction And Final
27 Judgment Pursuant To Stipulation. All such fees shall be paid by the Defendants
28

1 except that the Plaintiff requesting a contempt shall pay for the Monitor's time involved
2 in any contempt proceeding in which the contempt is not upheld

3 Prohibition Against Retaliation

4 35. Defendants shall not take any unlawful retaliatory or intimidating actions, including but
5 not limited to eviction, against any tenant at the subject property. Defendants shall
6 abide by all applicable laws relating to their entry into their tenants' living quarters.
7 Defendants shall not retaliate against any tenant as a result of their involvement or
8 participation in this lawsuit, or as a result of any tenant making complaint(s) about the
9 conditions of their fourplex properties, or for their assertion or exercise of rights under
10 law.

11 Definitions

12 36. For purposes of the Permanent Injunction And Final Judgment Pursuant To
13 Stipulation, "subject property" shall include the residential and carport structures; the
14 residential grounds; and all of the appurtenances and common areas of the residential
15 properties, including the carports and driveways located behind the residential
16 fourplexes of the properties that are owned by the undersigned Defendants and
17 identified in the Complaint.

18 Miscellaneous

19 37. Nothing herein limits the City of San Jose from taking any other action or seeking any
20 other remedy for violations of the San Jose Municipal Code, including criminal and/or
21 administrative remedies. Nothing limits the applicability or effect, if any, of the
22 principles of res judicata or collateral estoppel.

23 38. The undersigned parties hereby execute this Stipulation for the purpose of committing
24 themselves to the general improvement of the Santee neighborhood and they
25 acknowledge that the Stipulation is not punitive in nature.

26 39. Notice to plaintiffs required pursuant to this Permanent Injunction and Final Judgment
27 Pursuant to Stipulation shall be provided to:
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Micki Hippelli
Office of the San Jose City Attorney
151 West Mission Street
San Jose, CA 95110

Denis Shanagher
Preuss Walker & Shanagher LLP
595 Market St. 16th Floor
San Francisco, CA 94105-2825

40. The undersigned parties acknowledge that they have been provided a copy of this Permanent Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

41. This Permanent Injunction and Final Judgment Pursuant to Stipulation may be executed in counterparts, and each counterpart shall have the same force and effect as an original.

STIPULATION

For the Plaintiffs:
JOAN R. GALLO, City Attorney

Dated: 4-9-97

By: Carol C. Weinstein
Carol C. Weinstein
Senior Deputy City Attorney
Attorneys for Plaintiffs
CITY OF SAN JOSE and THE PEOPLE OF
THE STATE OF CALIFORNIA

PREUSS, WALKER & SHANAGHER

Dated: March 10, 1997

By: Denis Shanagher
Denis Shanagher
Attorneys for Plaintiff
GINDIN-R&B COMPANY

GINDIN-R&B COMPANY

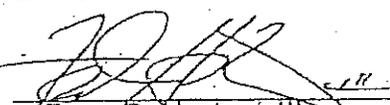
Dated: MARCH 10th 1997

By: John K. Stewart
John K. Stewart, President
Plaintiff

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 For the following Defendants:
PAHL & GOSSELIN

5 Dated: 3/13/97

6 By: 
Fenn C. Horton, III
Attorney for Defendants

7
8 Dated: _____

9 By: _____
MARTIN C. ALVAREZ
Defendant

10
11 Dated: _____

12 By: _____
ROSANNA M. ALVAREZ
Defendant

13
14 Dated: _____

15 By: _____
FLORENCIA A. ATKINSON
Defendant

16
17 Dated: _____

18 By: _____
YANG-JWUN BAO
Defendant

19
20 Dated: _____

21 By: _____
JOE M. CABRERA
Defendant

22
23 Dated: _____

24 By: _____
MARTHA M. CABRERA
Defendant

25
26 Dated: _____

27 By: _____
EPHRAIM C. CENCEPCION
Defendant

28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 For the following Defendants:
PAHL & GOSSELIN

5 Dated: _____

6 By: _____
Fern C. Horton, III
Attorney for Defendants

7
8 Dated: 3-26-97

9 By: *Martin G. Alvarez*
MARTIN G. ALVAREZ
Defendant

10
11 Dated: 3-28-97

12 By: *Rosanna M. Alvarez*
ROSANNA M. ALVAREZ
Defendant

13
14 Dated: _____

15 By: _____
FLORENCIA A. ATKINSON
Defendant

16
17 Dated: _____

18 By: _____
YANG-JWUN BAO
Defendant

19
20 Dated: _____

21 By: _____
JOE M. CABRERA
Defendant

22
23 Dated: _____

24 By: _____
MARTHA M. CABRERA
Defendant

25
26 Dated: _____

27 By: _____
EPHRAIM C. CENCEPCION
Defendant

28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 For the following Defendants:
PAHL & GOSSELIN

5 Dated: _____

6 By: _____
Fenn C. Horton, III
Attorney for Defendants

7
8 Dated: _____

9 By: _____
MARTIN C. ALVAREZ
Defendant

10
11 Dated: _____

12 By: _____
ROSANNA M. ALVAREZ
Defendant

13
14 Dated: 3-10-97

15 By: *Florencia A. Atkinson*
FLORENCIA A. ATKINSON
Defendant

16
17 Dated: _____

18 By: _____
YANG-JWUN BAO
Defendant

19
20 Dated: _____

21 By: _____
JOE M. CABRERA
Defendant

22
23 Dated: _____

24 By: _____
MARTHA M. CABRERA
Defendant

25
26 Dated: _____

27 By: _____
EPHRAIM C. CENCEPCION
Defendant

28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 For the following Defendants:
PAHL & GOSSELIN

5 Dated: _____

6 By: _____
Fenn C. Horton, III
Attorney for Defendants

7
8 Dated: _____

9 By: _____
MARTIN C. ALVAREZ
Defendant

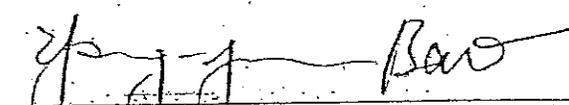
10
11 Dated: _____

12 By: _____
ROSANNA M. ALVAREZ
Defendant

13
14 Dated: _____

15 By: _____
FLORENCIA A. ATKINSON
Defendant

16
17 Dated: 3-9-97

18 By:  _____
YANG-JWUN BAO
Defendant

19
20 Dated: _____

21 By: _____
JOE M. CABRERA
Defendant

22
23 Dated: _____

24 By: _____
MARTHA M. CABRERA
Defendant

25
26 Dated: _____

27 By: _____
EPHRAIM C. CENCEPCION
Defendant

28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 For the following Defendants:
PAHL & GOSSELIN

5 Dated: _____ By: _____
6 Fenn C. Horton, III
Attorney for Defendants

7
8 Dated: _____ By: _____
9 MARTIN C. ALVAREZ
Defendant

10
11 Dated: _____ By: _____
12 ROSANNA M. ALVAREZ
Defendant

13
14 Dated: _____ By: _____
15 FLORENCIA A. ATKINSON
Defendant

16
17 Dated: _____ By: _____
18 YANG-JWUN BAO
Defendant

19
20 Dated: 3/10/97 By: _____
21 JOE M. CABRERA
Defendant

22
23 Dated: 3/10/97 By: Martha M Cabrera
24 MARTHA M. CABRERA
Defendant

25
26 Dated: _____ By: _____
27 EPHRAIM C. CENCEPCION
Defendant

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The undersigned parties acknowledge that they have been provided a copy of this Permanent Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

For the following Defendants:
PAHL & GOSSELIN

Dated: _____

By: _____
Fern C. Horton, III
Attorney for Defendants

Dated: _____

By: _____
MARTIN C. ALVAREZ
Defendant

Dated: _____

By: _____
ROSANNA M. ALVAREZ
Defendant

Dated: _____

By: _____
FLORENCIA A. ATKINSON
Defendant

Dated: _____

By: _____
YANG-JWUN BAO
Defendant

Dated: _____

By: _____
JOEM. CABRERA
Defendant

Dated: _____

By: _____
MARTHA M. CABRERA
Defendant

Dated: 3-9-97

By: Ephraim C. Concepcion
EPHRAIM C. CENCEPCION
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3/9/97
4

By: Jofemia D. Concepcion
JOFEMIA D. CENCEPCION
Defendant

5
6
7 Dated: _____

By: _____
JAMES CLEMONS
Defendant

8
9
10 Dated: _____

By: _____
JEANINE CLEMONS
Defendant

11
12
13 Dated: _____

By: _____
BARBARA J. COTTREL
Defendant

14
15
16 Dated: _____

By: _____
ESMERALDO V. ESPOSO
Defendant

17
18
19 Dated: _____

By: _____
ANTONINA T. ESPOSO
Defendant

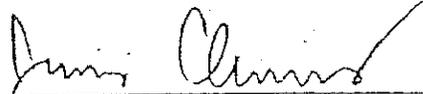
20
21 Dated: _____

By: _____
DANTE ESPOSO
Defendant

22
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1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
OFEMIA D. CENCEPCION
Defendant

5
6
7 Dated: 3-10-97 By: 
JAMES CLEMONS
Defendant

8
9
10 Dated: _____ By: 
JEANINE CLEMONS
Defendant

11
12
13
14 Dated: _____ By: _____
BARBARA J. COTTREL
Defendant

15
16
17 Dated: _____ By: _____
ESMERALDO V. ESPOSO
Defendant

18
19
20
21 Dated: _____ By: _____
ANTONINA T. ESPOSO
Defendant

22
23
24 Dated: _____ By: _____
DANTE ESPOSO
Defendant

25
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1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
OFEMIA D. CENCEPCION
Defendant

5
6
7 Dated: _____ By: _____
JAMES CLEMONS
Defendant

8
9
10 Dated: _____ By: _____
JEANINE CLEMONS
Defendant

11
12
13
14 Dated: 3/9/97 By: Barbara J. Cottrell
BARBARA J. COTTRELL
Defendant

15
16
17 Dated: _____ By: _____
ESMERALDO V. ESPOSO
Defendant

18
19
20
21 Dated: _____ By: _____
ANTONINA T. ESPOSO
Defendant

22
23
24 Dated: _____ By: _____
DANTE ESPOSO
Defendant

25
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28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
OFEMIA D. CENCEPCION
Defendant

5
6
7 Dated: _____ By: _____
JAMES CLEMONS
Defendant

8
9
10 Dated: _____ By: _____
JEANINE CLEMONS
Defendant

11
12
13 Dated: _____ By: _____
BARBARA J. COTTREL
Defendant

14
15
16
17 Dated: March 9, 1997 By: 
ESMERALDO V. ESPOSO
Defendant

18
19
20
21 Dated: March 9, 1997 By: 
ANTONINA T. ESPOSO
Defendant

22
23
24 Dated: _____ By: _____
DANTE ESPOSO
Defendant

25
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28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
OFEMIA D. CENCEPCION
Defendant

5
6
7 Dated: _____ By: _____
JAMES CLEMONS
Defendant

8
9
10 Dated: _____ By: _____
JEANINE CLEMONS
Defendant

11
12
13
14 Dated: _____ By: _____
BARBARA J. COTTREL
Defendant

15
16
17 Dated: _____ By: _____
ESMERALDO V. ESPOSO
Defendant

18
19
20
21 Dated: _____ By: _____
ANTONINA T. ESPOSO
Defendant

22
23
24 Dated: MARCH 8, 1997 By: *Dante Esposito*
DANTE ESPOSO
Defendant

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1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3/10/97 By: [Signature]
4 FINLAY HENRY
5 Defendant

6 Dated: _____ By: _____
7 BERNARDINO A. GABRIEL
8 Defendant

9 Dated: _____ By: _____
10 HONORIA T. GABRIEL
11 Defendant

12 Dated: _____ By: _____
13 CORRINE GONZALEZ
14 Defendant

15 Dated: _____ By: _____
16 JONATHAN GONZALEZ
17 Defendant

18 Dated: _____ By: _____
19 WILLIAM W. GREER
20 Defendant

21 Dated: _____ By: _____
22 MARLENE GREER
23 Defendant

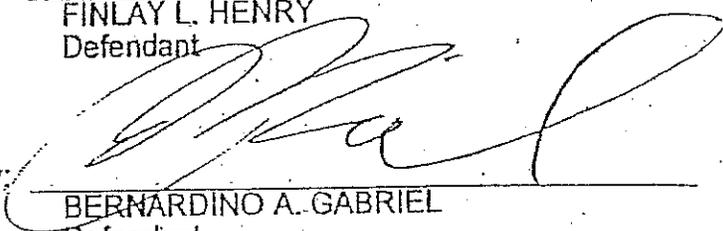
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1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

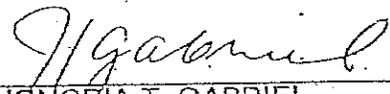
3
4 Dated: _____

By: _____
FINLAY L. HENRY
Defendant

5
6 Dated: 3-9-97

By: 
BERNARDINO A. GABRIEL
Defendant

7
8
9 Dated: 3-9-97

By: 
HONORIA T. GABRIEL
Defendant.

10
11
12 Dated: _____

By: _____
CORRINE GONZALEZ
Defendant.

13
14
15
16 Dated: _____

By: _____
JONATHAN GONZALEZ
Defendant

17
18
19 Dated: _____

By: _____
WILLIAM W. GREER
Defendant

20
21
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23 Dated: _____

By: _____
MARLENE GREER
Defendant

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The undersigned parties acknowledge that they have been provided a copy of this Permanent Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

Dated: _____

By: _____
FINLAY L. HENRY
Defendant

Dated: _____

By: _____
BERNARDINO A. GABRIEL
Defendant

Dated: _____

By: _____
HONORIA T. GABRIEL
Defendant

Dated: 3/10/97

By: Corrine Gonzalez
CORRINE GONZALEZ
Defendant

Dated: 3-10-97

By: Jonathan Gonzalez
JONATHAN GONZALEZ
Defendant

Dated: _____

By: _____
WILLIAM W. GREER
Defendant

Dated: _____

By: _____
MARLENE GREER
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: FINLAY L. HENRY
5 Defendant

6 Dated: _____ By: BERNARDINO A. GABRIEL
7 Defendant

8
9 Dated: _____ By: HONORIA T. GABRIEL
10 Defendant

11
12 Dated: _____ By: CORRINE GONZALEZ
13 Defendant

14
15
16 Dated: _____ By: JONATHAN GONZALEZ
17 Defendant

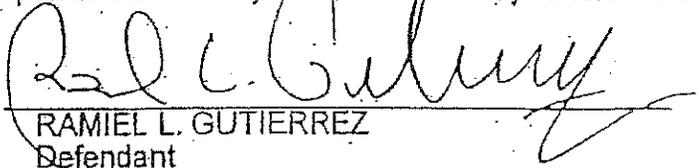
18
19 Dated: 3-10-97 By: William W. Greer
20 WILLIAM W. GREER
21 Defendant

22
23 Dated: 3-10-97 By: Marlene Greer
24 MARLENE GREER
25 Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

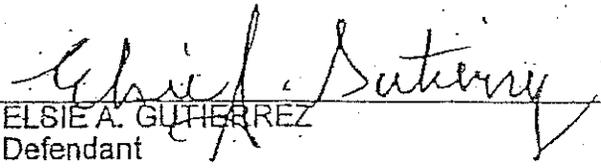
3 Dated: 3-9-97

4 By:


RAMIEL L. GUTIERREZ
Defendant

5
6
7 Dated: 3/9/97

8 By:


ELSIE A. GUTIERREZ
Defendant

9
10 Dated: _____

11 By: _____

GUILLERMO G. GUZMAN
Defendant

12
13
14 Dated: _____

15 By: _____

TEODORA P. GUZMAN
Defendant

16
17 Dated: _____

18 By: _____

ROSALINA R. HAFALIA
Defendant

19
20
21 Dated: _____

22 By: _____

TAO-YANG HSIEH
Defendant

23
24 Dated: _____

25 By: _____

ANGUO T. HUANG
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

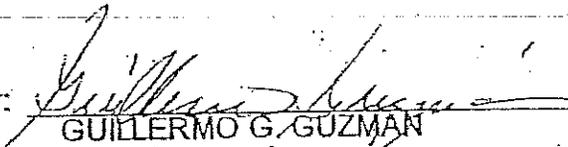
3
4 Dated: _____

By: _____
RAMIEL L. GUTIERREZ
Defendant

5
6
7 Dated: _____

By: _____
ELSIE A. GUTIERREZ
Defendant

8
9
10 Dated: 3/9/97

By: 
GUILLERMO G. GUZMAN
Defendant

11
12
13 Dated: 3/9/97

By: 
TEODORA P. GUZMAN
Defendant

14
15
16
17 Dated: _____

By: _____
ROSALINA R. HAFALIA
Defendant

18
19
20
21 Dated: _____

By: _____
TAO-YANG HSIIEH
Defendant

22
23
24 Dated: _____

By: _____
ANGUO T. HUANG
Defendant

25
26
27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understa

3 Dated: _____ By: _____
4 RAMIEL L. GUTIERREZ
5 Defendant

6
7 Dated: _____ By: _____
8 ELSIE A. GUTIERREZ
9 Defendant

10 Dated: _____ By: _____
11 GUILLERMO G. GUZMAN
12 Defendant

13
14 Dated: _____ By: _____
15 TEODORA P. GUZMAN
16 Defendant

17 Dated: 3-10-1997 By: Rosalina R. Hafalia
18 ROSALINA R. HAFALIA
19 Defendant

20
21 Dated: _____ By: _____
22 TAO-YANG HSIEH
23 Defendant

24 Dated: _____ By: _____
25 ANGUO T. HUANG
26 Defendant

27
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The undersigned parties acknowledge that they have been provided a copy of this Permanent Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

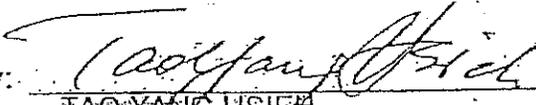
Dated: _____ By: RAMIEL L. GUTIERREZ
Defendant

Dated: _____ By: ELSIE A. GUTIERREZ
Defendant

Dated: _____ By: GUILLERMO G. GUZMAN
Defendant

Dated: _____ By: TEODORA P. GUZMAN
Defendant

Dated: _____ By: ROSALINA R. HAFALIA
Defendant

Dated: 3/10/97 By: 
TAO-YANG HSIEN
Defendant

Dated: _____ By: ANGUO T. HUANG
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 RAMIEL L. GUTIERREZ
6 Defendant

7 Dated: _____ By: _____
8 ELSIE A. GUTIERREZ
9 Defendant

10 Dated: _____ By: _____
11 GUILLERMO G. GUZMAN
12 Defendant

13
14 Dated: _____ By: _____
15 TEODORA P. GUZMAN
16 Defendant

17 Dated: _____ By: _____
18 ROSALINA R. HAFALIA
19 Defendant

20
21 Dated: _____ By: _____
22 TAO YANG HSIEH
23 Defendant

24 Dated: 3/10/97 By: _____
25 ANGUO T. HUANG
26 Defendant

27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3-10-97 By: [Signature]
4 LU YEN HUANG
5 Defendant

6
7 Dated: _____ By: _____
8 PACIFICO M. ICASIANO
9 Defendant

10 Dated: _____ By: _____
11 KAI Y. LAU
12 Defendant

13
14 Dated: _____ By: _____
15 GOTIA LAU
16 Defendant

17 Dated: _____ By: _____
18 MANH LE
19 Defendant

20
21 Dated: _____ By: _____
22 LI HOA LE
23 Defendant

24 Dated: _____ By: _____
25 KAYNE LIM
26 Defendant

27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 LU YEN HUANG
6 Defendant

7 Dated: 3/9/97 By: Pacifico M. Casiano
8 PACIFICO M. CASIANO
9 Defendant

10 Dated: _____ By: _____
11 KAI Y. LAU
12 Defendant

13
14 Dated: _____ By: _____
15 GOTIA LAU
16 Defendant

17 Dated: _____ By: _____
18 MANH LE
19 Defendant

20
21 Dated: _____ By: _____
22 LI HOA LE
23 Defendant

24 Dated: _____ By: _____
25 KAYNE LIM
26 Defendant

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The undersigned parties acknowledge that they have been provided a copy of this Permanent Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

Dated: _____ By: _____
LU YEN HUANG
Defendant

Dated: _____ By: _____
PACIFICO M. IGASIANO
Defendant

Dated: 3-9-97 By: Kai Y. Lau
KAI Y. LAU
Defendant

Dated: 3-9-97 By: Gotia Lau
GOTIA LAU
Defendant

Dated: _____ By: _____
MANH LE
Defendant

Dated: _____ By: _____
LI HOA LE
Defendant

Dated: _____ By: _____
KAYNE LIM
Defendant

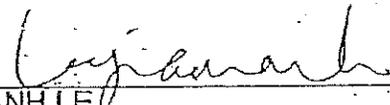
1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

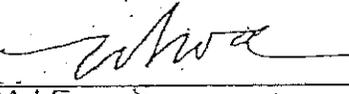
3
4 Dated: _____ By: _____
5 LU YEN HUANG
6 Defendant

7 Dated: _____ By: _____
8 PACIFICO M. ICASIANO
9 Defendant

10 Dated: _____ By: _____
11 KAI Y. LAU
12 Defendant

13
14 Dated: _____ By: _____
15 GOTIA LAU
16 Defendant

17 Dated: 3-9-97 By: 
18 MANH LE
19 Defendant

20
21 Dated: 3-9-97 By: 
22 LI HOA LE
23 Defendant

24 Dated: _____ By: _____
25 KAYNE LIM
26 Defendant

27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 LU YEN HUANG
6 Defendant

7 Dated: _____ By: _____
8 PACIFICO M. ICASIANO
9 Defendant

10 Dated: _____ By: _____
11 KAI Y. LAU
12 Defendant

13
14 Dated: _____ By: _____
15 GOTIA LAU
16 Defendant

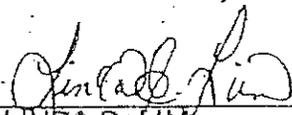
17 Dated: _____ By: _____
18 MANH LE
19 Defendant

20
21 Dated: _____ By: _____
22 LI HOA LE
23 Defendant

24 Dated: 8-9-97 By: Kayne Lim
25 KAYNE LIM
26 Defendant

27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3/9/97 By: 
4 LINDA S. LIM
5 Defendant

6
7 Dated: _____ By: _____
8 KUO-HSIANG LIOU
9 Defendant

10 Dated: _____ By: _____
11 PI-YAO LOU
12 Defendant

13
14 Dated: _____ By: _____
15 DAVID B. LUCERO
16 Defendant

17 Dated: _____ By: _____
18 CLARA A. LUCERO
19 Defendant

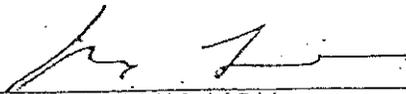
20
21 Dated: _____ By: _____
22 IGNACIO MADRIZ
23 Defendant

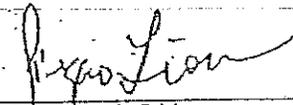
24 Dated: _____ By: _____
25 RAQUEL MADRIZ
26 Defendant

27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 LINDA S. LIM
6 Defendant

7 Dated: 3-10-97 By: 
8 KURO-HSIANG LIOU
9 Defendant

10 Dated: 3-10-97 By: 
11 PLYAO LOU
12 Defendant

13
14 Dated: _____ By: _____
15 DAVID B. LUCERO
16 Defendant

17 Dated: _____ By: _____
18 CLARA A. LUCERO
19 Defendant

20
21 Dated: _____ By: _____
22 IGNACIO MADRIZ
23 Defendant

24 Dated: _____ By: _____
25 RAQUEL MADRIZ
26 Defendant

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The undersigned parties acknowledge that they have been provided a copy of this Permanent Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

Dated: _____

By: _____
LINDA S. LIM
Defendant

Dated: _____

By: _____
KUO-HSIANG LIOU
Defendant

Dated: _____

By: _____
PI-YAO LOU
Defendant

Dated: 3/9/97

By: David B. Lucero
DAVID B. LUCERO
Defendant

Dated: 3/9/97

By: Clara A. Lucero
CLARA A. LUCERO
Defendant

Dated: _____

By: _____
IGNACIO MADRIZ
Defendant

Dated: _____

By: _____
RAQUEL MADRIZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
LINDA S. LIM
Defendant

5
6
7 Dated: _____ By: _____
KUU-HSIANG LIUU
Defendant

8
9
10 Dated: _____ By: _____
PI-YAU LOU
Defendant

11
12
13
14 Dated: _____ By: _____
DAVID B. LUCERO
Defendant

15
16
17 Dated: _____ By: _____
CLARA A. LUCERO
Defendant

18
19
20
21 Dated: 3/10/97 By: *Ignacio Madriz*
IGNACIO MADRIZ
Defendant

22
23
24 Dated: 3/10/97 By: *Raquel Madriz*
RAQUEL MADRIZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3/10/97 By: William L. McHargue
4 WILLIAM L. MCHARGUE
5 Defendant

6
7 Dated: _____ By: _____
8 ABRAHAM MENDOZA
9 Defendant

10 Dated: _____ By: _____
11 REMEDIOS MENDOZA
12 Defendant

13
14 Dated: _____ By: _____
15 THELMA T. MILLARE
16 Defendant

17 Dated: _____ By: _____
18 ROGELIO A. MILLARE
19 Defendant

20
21 Dated: _____ By: _____
22 GUILLERMO R. MUNOZ
23 Defendant

24 Dated: _____ By: _____
25 ROSA I. MUNOZ
26 Defendant

27
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1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: _____

4 By: _____
WILLIAM L. McHARGUE
Defendant

6 Dated: March 10, 1997

7 By: Abraham J. Mendoza
ABRAHAM MENDOZA
Defendant

9 Dated: March 10, 1997

10 By: Remedios M. Mendoza
REMEDIOS MENDOZA
Defendant

12 Dated: _____

13 By: _____
THELMA T. MILLARE
Defendant

15 Dated: _____

16 By: _____
ROGELIO A. MILLARE
Defendant

18 Dated: _____

19 By: _____
GUILLERMO R. MUNOZ
Defendant

21 Dated: _____

22 By: _____
ROSA I. MUNOZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 WILLIAM L. MCHARGUE
6 Defendant

7 Dated: _____ By: _____
8 ABRAHAM MENDOZA
9 Defendant

10 Dated: _____ By: _____
11 REMEDIOS MENDOZA
12 Defendant

13
14 Dated: 3-9-97 By: Thelma T. Millare
15 THELMA T. MILLARE
16 Defendant

17 Dated: 3-9-97 By: Rogelio A. Millare
18 ROGELIO A. MILLARE
19 Defendant

20
21 Dated: _____ By: _____
22 GUILLERMO R. MUNOZ
23 Defendant

24 Dated: _____ By: _____
25 ROSA I. MUNOZ
26 Defendant

27
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The undersigned parties acknowledge that they have been provided a copy of this Permanent Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

Dated: _____ By: WILLIAM L. MCHARGUE
Defendant

Dated: _____ By: ABRAHAM MENDOZA
Defendant

Dated: _____ By: REMEDIOS MENDOZA
Defendant

Dated: _____ By: THELMA T. MILLARE
Defendant

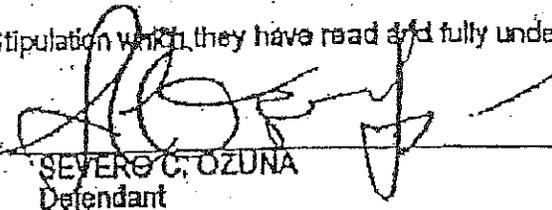
Dated: _____ By: ROGELIO A. MILLARE
Defendant

Dated: 3/10/97 By: *Guillermo Munoz*
GUILLERMO R. MUNOZ
Defendant

Dated: 3/10/97 By: *Rosa I. Munoz*
ROSA I. MUNOZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3/10/97
4

By: 
SEVERO C. OZUNA
Defendant

7 Dated: _____

By: _____
EDEN E. PANTALEON
Defendant

10 Dated: _____

By: _____
JAIME F. PANTALEON
Defendant

14 Dated: _____

By: _____
DAVID PERRY
Defendant

18 Dated: _____

By: _____
SOLEDAD F. SALVADOR
Defendant

21 Dated: _____

By: _____
SANTOS SR. SANCHEZ
Defendant

25 Dated: _____

By: _____
ESPERRANZA SANCHEZ
Defendant

28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
SEVERO C. OZUNA
Defendant

5
6
7 Dated: 3/9/97 By: Eden E. Pantaleon
EDEN E. PANTALEON
Defendant

8
9
10 Dated: 3/9/97 By: Jaime F. Pantaleon
JAIME F. PANTALEON
Defendant

11
12
13
14 Dated: _____ By: _____
DAVID PERRY
Defendant

15
16
17 Dated: _____ By: _____
SOLEDAD F. SALVADOR
Defendant

18
19
20
21 Dated: _____ By: _____
SANTOS SR. SANCHEZ
Defendant

22
23
24 Dated: _____ By: _____
ESPERRANZA SANCHEZ
Defendant

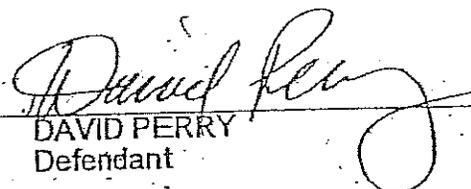
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1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 SEVERO C. OZUNA
6 Defendant

7 Dated: _____ By: _____
8 EDEN E. PANTALEON
9 Defendant

10 Dated: _____ By: _____
11 JAIME F. PANTALEON
12 Defendant

13
14 Dated: 3/20/97 By: 
15 DAVID PERRY
16 Defendant

17 Dated: _____ By: _____
18 SOLEDAD F. SALVADOR
19 Defendant

20
21 Dated: _____ By: _____
22 SANTOS SR. SANCHEZ
23 Defendant

24 Dated: _____ By: _____
25 ESPERRANZA SANCHEZ
26 Defendant

27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: SEVERO C. OZUNA
5 Defendant

6
7 Dated: _____ By: EDEN E. PANTALEON
8 Defendant

9
10 Dated: _____ By: JAIME F. PANTALEON
11 Defendant

12
13
14 Dated: _____ By: DAVID PERRY
15 Defendant

16
17 Dated: 3/10/97 By: Soledad F. Salvador
18 SOLEDAD F. SALVADOR
19 Defendant

20
21 Dated: _____ By: SANTOS SR. SANCHEZ
22 Defendant

23
24 Dated: _____ By: ESPERRANZA SANCHEZ
25 Defendant

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1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

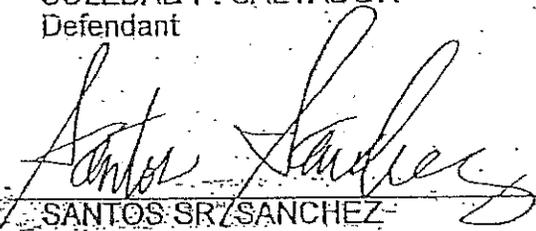
3
4 Dated: _____ By: _____
5 SEVERO C. OZUNA
6 Defendant

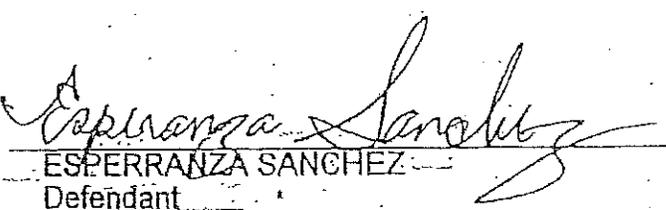
7 Dated: _____ By: _____
8 EDEN E. PANTALEON
9 Defendant

10 Dated: _____ By: _____
11 JAIME F. PANTALEON
12 Defendant

13
14 Dated: _____ By: _____
15 DAVID PERRY
16 Defendant

17 Dated: _____ By: _____
18 SOLEDAD F. SALVADOR
19 Defendant

20
21 Dated: 3/9/97 By: 
22 SANTOS SR SANCHEZ
23 Defendant

24
25 Dated: 3/9/97 By: 
26 ESPERRANZA SANCHEZ
27 Defendant
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The undersigned parties acknowledge that they have been provided a copy of this Permanent Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

Dated: 3/27/97 By: Eduardo Santos
EDUARDO V. SANTOS
Defendant

Dated: 3/27/97 By: Mercedita Santos
MERCEDITA A. SANTOS
Defendant

Dated: _____ By: _____
MASAE TOLLER
Defendant

Dated: _____ By: _____
ALVINO VALLES(Z)
Defendant

Dated: _____ By: _____
ADALBERTO VARGAS
Defendant

Dated: _____ By: _____
MARIA Z. VARGAS
Defendant

Dated: _____ By: _____
STEPHEN D. VOGEL
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 EDUARDO V. SANTOS
6 Defendant

7 Dated: _____ By: _____
8 MERCEDITA A. SANTOS
9 Defendant

10 Dated: MAR 9, 97 By: Masae Toller
11 MASAE TOLLER
12 Defendant

13
14 Dated: _____ By: _____
15 ALVINO VALLES(Z)
16 Defendant

17 Dated: _____ By: _____
18 ADALBERTO VARGAS
19 Defendant

20
21 Dated: _____ By: _____
22 MARIA Z. VARGAS
23 Defendant

24 Dated: _____ By: _____
25 STEPHEN D. VOGEL
26 Defendant

27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
EDUARDO V. SANTOS
Defendant

5
6
7 Dated: _____ By: _____
MERCEDITA A. SANTOS
Defendant

8
9
10 Dated: _____ By: _____
MASAE TOLLER
Defendant

11
12
13
14 Dated: March 7, 1997 By: 
ALVINO VALLES(Z)
Defendant.

15
16
17 Dated: _____ By: _____
ADALBERTO VARGAS
Defendant

18
19
20
21 Dated: _____ By: _____
MARIA Z. VARGAS
Defendant

22
23
24 Dated: _____ By: _____
STEPHEN D. VOGEL
Defendant

25
26
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28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
EDUARDO V. SANTOS
Defendant

5
6
7 Dated: _____ By: _____
MERCEDITA A. SANTOS
Defendant

9
10
11 Dated: _____ By: _____
MASAE TOLLER
Defendant

12
13
14 Dated: _____ By: _____
ALVINO VALLES(Z)
Defendant

15
16
17 Dated: 3-9-97 By: Adalberto Vargas
ADALBERTO VARGAS
Defendant

18
19
20
21 Dated: 3-9-97 By: Maria Z. Vargas
MARIA Z. VARGAS
Defendant

22
23
24
25 Dated: _____ By: _____
STEPHEN D. VOGEL
Defendant

26
27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: _____ By: _____
4 EDUARDO V. SANTOS
5 Defendant

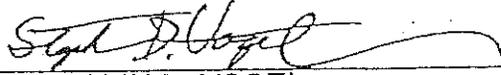
6
7 Dated: _____ By: _____
8 MERCEDITA A. SANTOS
9 Defendant

10 Dated: _____ By: _____
11 MASAE TOLLER
12 Defendant

13
14 Dated: _____ By: _____
15 ALVINO VALLES(Z)
16 Defendant

17 Dated: _____ By: _____
18 ADALBERTO VARGAS
19 Defendant

20
21 Dated: _____ By: _____
22 MARIA Z. VARGAS
23 Defendant

24 Dated: 3/10/97 By: 
25 STEPHEN D. VOGEL
26 Defendant

27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand:

3 Dated: 3/9/97 By: Po Hing Wong
4 PO H. WONG
5 Defendant

6 Dated: 3/9/97 By: Tsui Chiu Wong
7 TSUI C. WONG
8 Defendant

9
10 Dated: _____ By: _____
11 CHO Y. YU
12 Defendant

13
14 Dated: _____ By: _____
15 BIG H. YU
16 Defendant

17 Dated: _____ By: _____
18 WALNUT GROVE INCOME ESTATES
19 HOMEOWNERS ASSOCIATION
20 Defendant

21 For the following Defendants:
22 MITCHELL, BURROW, GINGERICH & LOQUASHI

23 Dated: _____ By: _____
24 Stephen Loquashi
25 Attorney for Defendants
26
27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 PO H. WONG
6 Defendant

7 Dated: _____ By: _____
8 TSUI C. WONG
9 Defendant

10 Dated: 3-10-97 By: Cho Yai Yu
11 CHO Y. YU
12 Defendant

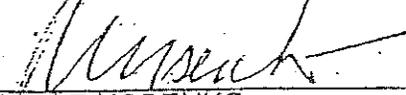
13
14 Dated: 3-10-97 By: Big H. Yu
15 BIG H. YU
16 Defendant

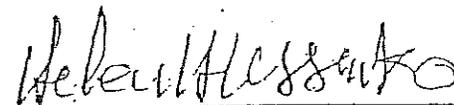
17
18 Dated: _____ By: _____
19 WALNUT GROVE INCOME ESTATES
20 HOMEOWNERS ASSOCIATION
21 Defendant

22 For the following Defendants:
23 MITCHELL, BURROW, GINGERICH & LOQUASHI

24 Dated: _____ By: _____
25 Stephen Loquashi
26 Attorney for Defendants
27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3/9/97 By: 
4 RUBOLF USSENKO
5 Defendant

6 Dated: 3/9/97 By: 
7 HELEN H. USSENKO
8 Defendant

9 Dated: _____ By: _____
10 HARDEV S. TAKHAR
11 Defendant

12 Dated: _____ By: _____
13 KANWALJIT K. TAKHAR
14 Defendant

15 Dated: _____ By: _____
16 GILBERT MAROSI
17 Defendant

18 Dated: _____ By: _____
19 CECILIA MAROSI
20 Defendant

21 Dated: _____ By: _____
22 BILL I. FUKUBA
23 Defendant

24 Dated: _____ By: _____
25 ROSE Y. FUKUBA
26 Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 RUDOLF USSENKO
6 Defendant

7 Dated: _____ By: _____
8 HELEN H. USSENKO
9 Defendant

10 Dated: 3/9/97 By: *Hardev S. Takhar*
11 HARDEV S. TAKHAR
12 Defendant

13 Dated: 3/9/97 By: *Kanwaljit K. Takhar*
14 KANWALJIT K. TAKHAR
15 Defendant

16 Dated: _____ By: _____
17 GILBERT MAROSI
18 Defendant

19 Dated: _____ By: _____
20 CECILIA MAROSI
21 Defendant

22 Dated: _____ By: _____
23 BILL FUKUBA
24 Defendant

25 Dated: _____ By: _____
26 ROSE Y. FUKUBA
27 Defendant

28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 RUDOLF USSENKO
6 Defendant

6
7 Dated: _____ By: _____
8 HELEN H. USSENKO
9 Defendant

9
10 Dated: _____ By: _____
11 HARDEV S. TAKHAR
12 Defendant

12
13 Dated: _____ By: _____
14 KANWALJIT K. TAKHAR
15 Defendant

15
16 Dated: 3/10/97 By: *Gilbert Marosi*
17 GILBERT MAROSI
18 Defendant

17
18 Dated: 3/10/97 By: *Cecilia Marosi*
19 CECILIA MAROSI
20 Defendant

20
21 Dated: _____ By: _____
22 BILL T. FUKUBA
23 Defendant

23
24 Dated: _____ By: _____
25 ROSE Y. FUKUBA
26 Defendant

27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 RUDOLF USSENKO
6 Defendant

6
7 Dated: _____ By: _____
8 HELEN H. USSENKO
9 Defendant

9
10 Dated: _____ By: _____
11 HARDEV S. TAKHAR
12 Defendant

12
13 Dated: _____ By: _____
14 KANWALJIT K. TAKHAR
15 Defendant

15
16 Dated: _____ By: _____
17 GILBERT MAROSI
18 Defendant

18
19 Dated: _____ By: _____
20 CECILIA MAROSI
21 Defendant

21
22 Dated: 3/10/97 By: *Bill Fukuba*
23 BILL I. FUKUBA
24 Defendant

24
25 Dated: 3/9/97 By: *Rose Fukuba*
26 ROSE Y. FUKUBA
27 Defendant

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The undersigned parties acknowledge that they have been provided a copy of this Permanent Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

Dated: March 10, 97

By: Edward Barr
EDWARD BARR
Defendant

For the following Defendants:
LAW OFFICES OF JOSEPH R. KAFKA

Dated: _____

By: _____
Joseph R. Kafka
Attorney for Defendants

Dated: _____

By: _____
DEMETRIOS E. KUTULAS
Defendant

Dated: _____

By: _____
ANGELIKI D. KUTULAS
Defendant

ORDER

IT IS SO ORDERED.

DATED: _____

JUDGE OF THE SUPERIOR COURT

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
EDWARD BARR
Defendant

5
6

7 For the following Defendants:
LAW OFFICES OF JOSEPH R. KAFKA

8

9 Dated: 3/10/97

By: *Joseph R. Kafka*
Joseph R. Kafka
Attorney for Defendants.

10
11

12 Dated: 3/10/97

By: *Demetrios Kutulas*
DEMETRIOS E. KUTULAS
Defendant

13
14
15

16 Dated: 3/10/97

By: *Angeliki D. Kutulas*
ANGELIKI D. KUTULAS
Defendant

17
18

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ORDER

21

IT IS SO ORDERED.

22
23

DATED: 4-11-97

JEREMY FOGEL

24
25
26

JUDGE OF THE SUPERIOR COURT

27
28

EXHIBIT A



CITY OF SAN JOSE, CALIFORNIA
OFFICE OF THE CITY ATTORNEY

151 WEST MISSION STREET
SAN JOSE, CALIFORNIA 95110
Telephone (408) 277-4454
Facsimile (408) 277-3159

JOAN R. GALLO
City Attorney

December 9, 1996

Via Facsimile & U.S. Mail

Fenn C. Horton III
PAHL & GOSSELIN
160 West Santa Clara Street, 14th Floor
San Jose, CA 95113

Re: City of San Jose v. Alvarez, et al.
Santa Clara County Superior Court Case No. CV759667

Dear Mr. Horton:

This letter is to address the lighting conditions associated with your clients' buildings, observed in the Santee area, after dark, on November 19, 1996. My observations reflect those areas where lighting was either inadequate, not operable or obstructed by vegetation. Additionally, I have noted where street or carport addresses are missing or not plainly visible during hours of darkness.

Required lighting changes based on my observations of November 19, 1996 were as follows:

Camellian Street:

- 1321 Add lighting to driveway between 1321 and 1328 Santee.
- 1330 Add lighting between 1330 and 1340.
- 1338 (Santee) No recommendations.
- 1339 Add lighting to driveway between 1329 and 1339.
- 1340 No lighting on in the courtyard, staircases or to the rear.
- 1351 No recommendations.
- 1352 No lighting on to the courtyard, staircases or to the rear. Add lighting between 1352 and 1360.
- 1359 Trim trees in the front yard higher to allow lighting into darkened areas.
- 1360 Remove motion sensor to the rear lighting making it timer operative. Add lighting between 1352 and 1360.
- 1371 No recommendations.
- 1372 Lighting to the rear is dim. Increase to 150 watt bulb. Add lighting between 1372 and 1380.
- 1379 No recommendations.
- 1387 No recommendations.

A

- 1404 No recommendations.
- 1405 No rear lighting on.
- 1411 No recommendations.
- 1412 Add lighting to the front of the building to eliminate dark areas.
Add lighting between 1412 and 1424.
- 1436 No lighting in the courtyard, staircases or to the rear.

Tami Lee:

- 1351 No visible addresses to the street or to the carport area.
- 1359 Place address visible to the rear on the carport in addition to numbers being on the building. Add lighting between the carport and the building. Add lighting to the front of the building facing the street.
- 1360 Add lighting to the front of the building facing the street. Add lighting to the passage way between 1360 and 1368. Add lighting between building and carport. No carport lighting on.
- 1375 Add lighting between 1383 and 1375.
- 1383 No address visible from the carport area. Lighting between 1383 and 1375. Add lighting to the front of the building facing the street.
- 1391 Carport address is not plainly visible at night from the rear. Add lighting between 1391 and 1399.
- 1398 Add lighting between 1398 and 1406. No carport lighting on.
- 1399 Add lighting between the carport and the rear of the building. Add lighting between 1399 and 1391.
- 1406 Add lighting to the front of the building facing the street. Add lighting between the building and the carport area.
- 1407 Add lighting between the carport area and the building. Add lighting to the front of the building facing the street.
- 1414 Add lighting between 1414 and passage way of 1422.
- 1423 Add lighting between 1414 and 1431 to eliminate darkened areas.
- 1431 Add lighting to the area between the carport and the rear of the building. Add lighting between 1431 and 1423 in order to eliminate darkened areas between the buildings.
- 1438 No recommendations.
- 1439 No recommendations.

Crucero Street:

- 1324 Add lighting between 1324 and 1328.
- 1328 Add lighting between 1328 and 1324.
- 1332 Add lighting between 1332 and 1334.
- 1334 Add lighting between 1334 and 1332.

1550 No recommendations.
1558 No recommendations.
1574 Carport area had only one light operating. Add lighting in passageway between 1574 and 1582.
1594 No recommendations.
1604 No address visible on carport to the rear.
1612 No porch lights, courtyard or carport lights on.
1620 No recommendations.
1640 No carport or courtyard lights on. Address not plainly visible at night in the carport to the rear.

Dubert Street:

1352 No recommendations.
1353 No recommendations.
1368 No carport lights on.
1369 One carport light out.
1384 Add lighting between 1384 and 1376. Add lighting to the rear area between the building and the carport. No carport lights on.
1400 No carport lights on. Add lighting between 1400 and 1408.
1401 No carport lights on. Add lighting to the front of the building facing the street.
1408 No carport lights on. Add lighting between 1408 and 1400.
1409 No porch, carport or courtyard lights on.
1417 No carport lights on. Add lighting between the carport and the rear of the building.
1424 No recommendations.
1441 No carport lights on.
1449 No carport lights on. Add lighting to the front of the building facing the street.

Recommendation: Contact PG&E for installation of sodium vapor lights in the alleyways, where possible.

Very truly yours,

JOAN R. GALLO, City Attorney

By:

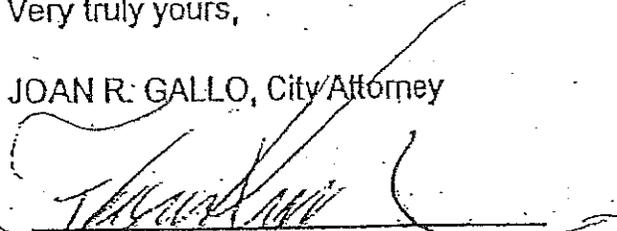

OFFICER FLORENCE KUHLMANN

EXHIBIT B



CITY OF SAN JOSÉ, CALIFORNIA
OFFICE OF THE CITY ATTORNEY

151 WEST MISSION STREET
SAN JOSE, CALIFORNIA 95110
Telephone (408) 277-4454
Facsimile (408) 277-3159

JOAN R. GALLO
City Attorney

October 10, 1996

Dear Property Owner:

In order for the Police Department to Enforce the "No Trespassing" signs you have posted, we need your written consent.

Enclosed is a form for you to complete and return to our Office. Once this is completed, enforcement can commence.

Very truly yours,

JOAN R. GALLO
City Attorney

By:

FLORENCE KUHLMANN
Investigator

FK:eta
Enclosure

STATEMENT OF OWNERSHIP AND PERMISSION TO
ENTER LAND TO ENFORCE TRESPASS LAWS AND
ABATE PUBLIC NUISANCES CAUSED BY TRESPASS

_____ (hereinafter the "Owner") has an ownership interest in the land, or is an agent of the owner of the land, or is the person in lawful possession of the land as described on the attached page(s).

_____, as Owner of the herein described property, requests that the San Jose Police Department render assistance by requesting trespassers to leave the property and to enforce state and city trespass laws and other criminal and penal laws.

_____, as Owner of the herein described property, grants the City of San Jose, its officers, agents and employees permission to enter upon the property to enforce state and city trespass laws and other criminal and penal laws.

Date: _____

Signature of Owner/Agent

Phone No.: _____

Property address at which :
enforcement is to occur :

APN Number: _____

EXHIBIT C

SANTEE MASTER PERMIT ADJUSTMENT
CONDITIONS OF APPROVAL

1. This Permit Adjustment is for site improvements consisting of the installation of front yard landscaping, paving, irrigation, front yard fencing, bollards, and exterior lighting only.
2. All new landscaping, paving, irrigation, fencing, and exterior lighting shall be installed by a licensed contractor.
3. Planting and irrigation are to be provided, as indicated on the final Approved Plan Set. Landscaped areas shall be maintained and watered and all dead plant material is to be removed and replaced by the property owner. Irrigation is to be installed in accordance with Part 4 of Chapter 15.10 of Title 15 of the San Jose Municipal Code, Water Efficient Landscape Standards for New and Rehabilitated Landscaping and the City of San Jose Landscape and Irrigation Guidelines.

4. Street trees as shown on approved plans shall be planted on the street frontage to the satisfaction of the Director of the Department of Streets and Traffic. A permit for this is required from the Department of Streets and Traffic, (408) 277-4373.
5. The front yard shall be enclosed by a black wrought-iron/tubular fence which shall always be maintained in a good state of repair. Subject fence shall be of shop welded construction, with hardware that is both bolted-on and welded.
6. Said fence shall be 3.0' to 4.0' high and have 4.0" (maximum) "picket" or rod spacings and a 6.0" (maximum) clearance above grade.
7. Front yard gates may be closed but shall remain unlocked.
8. No chainlink fencing is permitted in the front yard.
9. Exterior lighting is required at each apartment entryway, parking area and walkway. These lights shall be in operation from dusk to dawn. Subject lighting shall be designed, controlled and maintained so that no light source is visible from outside of the property.
10. The property owner shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement.
11. All improvements and requirements of this permit shall be completed by April 15, 1997.

Front Yard Metal Fencing

- Front yard fences shall be three to four feet high with a maximum of six inches of clearance above grade.
 - Such fences shall have maximum four inch "picket" spacings.
 - Fence material shall be shop welded "wrought iron" or black tubular steel with caps to finish tops of fences.
 - No chain link allowed as a fence material.
 - Such fences shall be installed in a workmanlike manner. Failure to do so will require the use of a licensed contractor.
-
- Such fences shall be anchored in concrete.
 - Front yard fences must have openings or gates.
 - Gates or openings must be adjacent to paved walkways and not over landscaped or bare dirt areas.
 - Some properties have existing fences that were installed without the benefit of permit adjustments. These properties also need to comply with the permit adjustment requirements. The adjustment submittal requires a plan of the modification. "As built" drawings of the fences may be submitted, particularly if the existing fences meet the criteria on the first page. If the existing fences do not meet the criteria, then new drawings and improvements are needed for the property.
 - Permit adjustments are also required if a property owner wishes to install front private yard/patio fencing in addition to the front yard fencing. Owners may wish to combine such improvements with their other front yard improvements as part of a single permit adjustment submittal.

Minimum Front Yard Landscaping

- Minimum front yard landscaping shall consist of grass.
- As an option, low growing (i.e., no more than two feet high) border plants may be established at the fence line.
- For yards with 80% or more existing concrete, trees shall be added in tree wells and/or some concrete removed for the installation of trees and/or grass.
- There shall be at least one street tree per property in the parkstrip.
- Parkstrips shall have grass, decomposed granite/gravel, or low ground cover in addition to the street tree.
- On Crucero, the park strip could have concrete with tree wells. The concrete must be installed by licensed contractor.
- All landscaping (plants and hardscape) must be maintained at all times.
- Any dead plant material must be replaced.
- Properties with mounds and trees shall eliminate bare dirt conditions under the trees. Properties with existing Monterey Pine trees shall consult with the City Arborist to determine the health and viability of these trees. If the trees are viable, then the mounds beneath them shall be planted with *Cotoneaster dammeri* (Bearberry Cotoneaster), *Hypericum calycinum* (Creeping St. Johnswort), *Juniperus horizontalis* (Juniper), *Lantana montevidensis* (Lantana), *Trachelospermum jasminoides* (Star Jasmine), or other appropriate and hardy plant. Successful establishment of these plants must be monitored by the property owner.
- Irrigation systems shall be in place for front yard landscaping.

- Additional plant materials are listed below:

Plant Name	Low Water Usage	Comments
TREES		
STREET TREES		
<i>Pistacia chinensis</i> - Chinese Pistache (Dubert Ln. & Crucero Dr.)	x	Fall leaf color
<i>Ginkgo biloba</i> - Maidenhair Tree (Santee Dr. & Carnelian Dr.)	x	Fall leaf color
<i>Quercus virginiana</i> - Southern Live Oak (Tami Lee Drive)	x	Evergreen
CANOPY TREES		
<i>Fraxinus uhdei</i> - Evergreen Ash		Evergreen
<i>Quercus coccinea</i> - Scarlet Oak	x	Fall leaf color
SMALL COURTYARD TREES		
<i>Lagerstroemia indica</i> - Crape Myrtle	x	Flowers in summer
<i>Prunus cerasifera</i> "Atropurpurea" - Purple Leaf Plum	x	Flowers in spring
<i>Schinus terebinthifolius</i> - Brazilian Pepper Tree	x	Evergreen
SHRUBS		
TALL SCREEN SHRUBS		
<i>Photinia fraseri</i> - Photinia	x	
<i>Pittosporum undulatum</i> - Victorian Box	x	
<i>Xylosma congestum</i> - Xylosma	x	
MEDIUM HEIGHT		
<i>Cistus purpureus</i> - Orchid Rockrose	x	Flowers in spring
<i>Escallonia "Fradesii"</i> - Escallonia	x	Flowers in summer
<i>Raphiolepis indica</i> - India Hawthorn	x	Flowers in spring
LOW FOUNDATION SHRUBS		
<i>Agapanthus africanus</i> - Lily of the Nile		Flowers in summer
<i>Lantana montevidensis</i> - Lantana	x	Flowers most of year
<i>Trachelospermum jasminoides</i> - Star Jasmine	x	Flowers in spring
VINES		
<i>Macradyena unguis-cati</i> - Cat's Claw	x	Flowers in spring
<i>Clytostoma callistegioides</i> - Violet Trumpet Vine		Flowers in summer

EXHIBIT D

SANTEE PROPERTY MANAGEMENT STATUS REPORT
(Per Permanent Injunction Pursuant to Stipulation)
(Santa Clara Superior Court Action No. CV 759667)

____ Quarter, 19____

Property Management Company:

Address:

Telephone:

Property addresses managed by this firm:

Evictions during Quarter (identify addresses, unit numbers and causes):

Describe any disturbances, criminal activities or police presence that occurred during the quarter by involved property:

Describe any tenant complaints received during the quarter, by address and unit, that remain unresolved to date.

Describe any occupancy violations occurring during the quarter by address and unit number that remain unresolved to date.

Report any code violations by address and unit number that remain unresolved to date.

Describe any other reports provided a property owner during the quarter, by address and unit number, that remain unresolved to date.

Describe any other events of significance during quarter in relation to properties managed by your firm in the Santee neighborhood.

Date: _____

By: _____

Title:

Firm:



Exhibit "C"

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RICHARD DOYLE, City Attorney (#88625)
GEORGE RIOS, Assistant City Attorney (#077908)
DAISY M. NISHIGAYA, Deputy City Attorney (#186614)
Office of the City Attorney
200 E. Santa Clara Street
San Jose, California 95113
Telephone: (408) 535-1900

(ENDORSED)
FILED
APR 30 2008

Attorneys for Plaintiffs CITY OF SAN JOSE and
PEOPLE OF THE STATE OF CALIFORNIA

KRI TORRE
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY _____ DEPUTY
G. Duarte

DENIS F. SHANAGHER (#100222)
LUCE, FORWARD, HAMILTON & SCRIPPS, LLP.
121 Spear Street, Suite 200
San Francisco, CA 94105
Telephone: 415-356-4626
Attorneys for Plaintiff GINDIN-R&B COMPANY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

CITY OF SAN JOSE; PEOPLE OF
STATE OF CALIFORNIA; GINDIN-R&B
COMPANY.

Plaintiff,

vs.

MARTIN & ROSANNA ALVAREZ, et al.

Defendants.

NO. 1-96-CV-759667

**STIPULATION RE: PROFESSIONAL
SECURITY SERVICES; AND ORDER**

Date: April 30, 2008
Time: 3:00 p.m.
Dept: 5

IT IS HEREBY STIPULATED between the City of San Jose and the People of
the State of California, by and through Richard Doyle, City Attorney for the City of San Jose,
GINDIN-R&B COMPANY by and through their attorney, Denis F. Shanagher of Luce,
Forward, Hamilton & Scripps, LLP (hereinafter "Plaintiffs"), and Property Owners who are
subject to the Permanent Injunction and Final Judgment Pursuant to Stipulation filed herein,
and it appearing to the Court that the parties have stipulated and consented to this Proposed

1 Order Re: Professional Security Services, and based on the Court's consideration of the
2 declarations and exhibits submitted herewith, and for good cause appearing therefor,

3 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

- 4 1. As of April 30, 2008, **CrimeTek Security Services** is no longer the approved provider
5 of security services for the Santee Neighborhood.
- 6 2. **Admiral Security Services, Inc.**, is hereby approved as the security service provider
7 for the Santee neighborhood, commencing May 1, 2008. Such approval is
8 conditioned upon, among other items, their ability to:
- 9 A. Provide a minimum of four armed uniformed security guards during the summer
10 months (May 1 through August 30, inclusive) and a minimum of two armed
11 uniformed security guards during the remaining months of the year.
- 12 B. Comply with the minimum state requirements for a security service operator
13 currently set forth in Sections 7582 through 7582.28 and 7583 through
14 7583.46, inclusive, of the California Business and Professions Code including
15 but not limited to a having a current license to provide security services and a
16 business certificate. A true and correct copy of the State of California Bureau
17 of Security and Investigative Services Fact Sheets for Private Patrol Operator,
18 Security Guard, and Firearm Requirements are attached hereto as Exhibit A.
- 19 C. Employ security guards that meet the minimum state requirements currently set
20 forth in Sections 7583 through 7583.46 and 7585 through 7585.20, inclusive, of
21 the California Business and Professions Code, including but not limited to
22 having a current security guard registration and current permit(s) for firearms,
23 batons or any other equipment employed by the security guards. A true and
24 correct copy of the sections cited under the California Business and
25 Professions Code are attached hereto as Exhibit B.
- 26 D. Furnish security guards with two-way radios or other communication devices.
- 27
28

- 1 3. Property Owners who own property in Walnut Woods shall execute individual
2 contracts with Admiral Security Services, Inc., for security services. A copy of the
3 proposed contract between Admiral Security Services, Inc., and the Walnut Woods
4 Property Owners is attached hereto as Exhibit C.
- 5 4. Property Owners who own property in Walnut Grove Income Estates shall, by and
6 through the Walnut Grove Income Estate Homeowners Association, execute a
7 contract with Admiral Security Services, Inc., for security services. The security
8 service contract shall be administered by the Walnut Grove Income Estates
9 Homeowners Association. A copy of the proposed contract between Admiral Security
10 Services is attached hereto as Exhibit D.
- 11 5. As long as such contract remains in effect, unless otherwise ordered by the Court,
12 Property Owners and their successors-in-interest shall be deemed to be in compliance
13 with their Court-ordered obligation to retain professional security services.
- 14 6. Property Owners, by and through the Walnut Grove Income Estates Homeowner's
15 Association, shall monitor Admiral Security Services, Inc., to ensure ongoing
16 compliance with minimum state requirements and all other standards set forth herein
17 and in the Permanent Injunction and Final Judgment Pursuant to Stipulation.
- 18 7. Property Owners, by and through the Walnut Grove Income Estates Homeowner's
19 Association shall, within forty-eight (48) hours of a written request by the City
20 Attorney's Office, provide the City Attorney with documentation to support compliance
21 with the state minimum requirements and any other standards set forth in the
22 Injunction and by the Court for security service operators and security guards.
- 23 8. All Property Owners who own properties subject to the Injunction shall comply with the
24 security service standards set forth herein.
- 25 9. Security issues before the Court are issues of the entire Santee Neighborhood and
26 therefore the burdens and benefits of the security agreement shall be borne equally by
27 Property Owners and their successors-in-interest.
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10. This Stipulation may be executed in counterparts, and each counterpart shall have the same force and effect as an original.

IT IS SO STIPULATED.

WALNUT GROVE INCOME ESTATES
HOMEOWNERS ASSOCIATION

Dated: 4-30-08

By: Pamela C. Palacios
Pamela C. Palacios, President

PLAINTIFFS:

GINDIN-R&B COMPANY

Dated: 4/29/08

By: Denis F. Shanagher, Esq.
Denis F. Shanagher, Esq.

CITY OF SAN JOSE

Dated: 4/30/08

By: Daisy M. Nishigaya
Daisy M. Nishigaya, Deputy City Attorney

ORDER

IT IS SO ORDERED.

Mary Jo Levinger

DATED: APR 30 2008

JUDGE OF THE SUPERIOR COURT

EXHIBIT A



BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000
www.bsis.ca.gov



AUGUST 2002

PRIVATE PATROL OPERATOR (FACT SHEET)

Private Patrol Operator or Qualified Manager

Requirements for Licensure

A private patrol operator operates a business that protects persons or property or prevents theft. In order for a company to seek licensure as a Private Patrol Operator, the Qualified Manager (see below) must have passed the licensing examination. In addition, *each* individual applicant, partner, or corporate officer must meet the following requirements:

- Be 18 or older.
- Undergo a criminal history background check through the California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI); and
- Have committed no offense or violation of the Private Security Services Act that would be grounds for license suspension or revocation

To apply for a company license, submit the \$700 company license fee, two recent passport-quality photographs and a Private Patrol Operator Live Scan form signed by the Live Scan Operator. A \$32 DOJ fingerprint processing fee and a \$19 FBI fingerprint processing fee *must* be paid at the Live Scan site for *each* applicant, partner, and officer. Send your application to the Bureau of Security and Investigative Services, P.O. Box 989002, West Sacramento, CA 95798-9002. (A Qualified Manager who is also an applicant, partner, or officer is not required to send in another set of fingerprints or pay another fingerprint processing fee.)

Insurance

A Private Patrol Operator who employs armed security guards must have \$1 million in insurance — \$500,000 for one loss due to bodily injury or death, and \$500,000 for one loss due to injury or destruction of property.

Qualified Manager

An individual, partnership, or corporation seeking a license as a Private Patrol Operator must specify in the application the individual who will manage the business on a day-to-day basis.

This individual is called the Qualified Manager. (An owner, partner, or corporate officer may serve as the Qualified Manager, or may hire someone to fill this role.) To be eligible to apply for licensure as a Qualified Manager, you must meet the following requirements:

- Be 18 or older.
- Undergo a criminal history background check through the DOJ and the FBI.
- Have committed no offense or violation of the Private Security Services Act that would be grounds for license suspension or revocation.

- Have one year of experience (2,000 hours) as a patrolperson, guard, or watchperson, or the equivalent.
- Pass a two-hour multiple-choice examination covering the Private Security Services Act and other rules and regulations, business knowledge, emergency procedures, security functions, and use of deadly weapons. A copy of the Private Security Services Act is available through this link:
www.bsis.ca.gov/about_us/laws/pssact.shtml
- Submit a completed application with two recent passport-quality photographs, a \$500 application and examination fee and a Private Patrol Operator Live Scan form signed by the Live Scan Operator. A \$32 DOJ fingerprint processing fee and a \$19 FBI fingerprint processing fee *must* be paid at the Live Scan site for each applicant, partner, and officer. Send your application to the Bureau of Security and Investigative Services, P.O. Box 989002, West Sacramento, CA 95798-9002.

To request an application for licensure as a Private Patrol Operator or qualified manager, call the Department of Consumer Affairs at (800) 952-5210, or visit our Web site: www.bsis.ca.gov.

"Protection of the public shall be the highest priority for the Bureau of Security and Investigative Services in exercising licensing, regulatory and disciplinary functions. Whenever the protection of the public is consistent with other interests sought to be promoted, the protection of the public shall be paramount."



BUREAU OF SECURITY AND INVESTIGATIVE SERVICES
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000
www.bsis.ca.gov



December 2005

SECURITY GUARD (FACT SHEET)

REQUIREMENTS FOR REGISTRATION

A security guard must have in his/her possession a valid security guard registration or a screen-print of the Bureau's approval from the Bureau's web site at www.bsis.ca.gov, along with a valid photo identification, before working as a security guard.

Security guards are employed by licensed private patrol operators to protect persons or property and prevent theft. To be eligible to apply for a security guard registration, you must:

- Be at least 18 years old
- Undergo a criminal history background check through the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI); and
- Complete a 40-hour course of required training. The training and exam may be administered by any private patrol operator or by a certified training facility.

40 Hour Security Guard Training Requirement

Date of Completion	Training Hours Needed
Prior to Being Assigned on Post	8 Hours
Training Required within the First 30 Days	16 Hours
Training Required within the First Six Months	16 Hours
TOTAL HOURS	40 HOURS

EXPEDITE PROCESSING ONLINE

In order to speed up the security guard application and fingerprinting process, the following steps should be followed:

STEP 1

The security guard must have received the eight (8) hour "Power to Arrest" training and passed the examination.

STEP 2

The security guard applicant, private patrol operator or the training facility must submit the security guard application online at http://www.bsis.ca.gov/online_services/online_licensing.shtml. The online application is sent electronically to the Bureau.

Breakdown of fees paid online:

Security Guard Application Fee	\$50.00
Online Convenience Fee	\$1.00
TOTAL	\$51.00

STEP 3

The security guard applicant must submit fingerprints electronically using Live Scan. You must only use the security guard Live Scan forms downloaded from the Bureau's Web site or obtained from the Bureau. The Live Scan form from the Bureau contains the correct coding to ensure that the Bureau receives the FBI and DOJ responses.

Breakdown of fees paid at Live Scan site:

Department of Justice Fingerprint Fee	\$32.00
Federal Bureau of Investigation Fingerprint Fee	\$19.00
TOTAL	\$51.00

Live Scan site locations are available at http://www.bsis.ca.gov/forms_pubs/livescan/live_scansites.shtml
Live Scan forms can be downloaded at http://www.bsis.ca.gov/forms_pubs/livescan/live_scan_forms.shtml

Note: Live Scan sites may charge a Live Scan submission processing fee. The Bureau does not set the fee amount.

STEP 4

Once the Bureau has received the online application and criminal history clearances, the cleared security guard will appear on the Bureau's Web site. The security guard, private patrol operator or training facility can verify the Bureau's approval by checking the Bureau's "Verify a License" at http://www.bsis.ca.gov/online_services/. Once the security guard registration has been cleared and appears on the Bureau's Web site, a screen-print from the Web site may be made and used as an interim security guard registration. The security guard can then be placed on assignment. The actual security guard registration will be mailed to the applicant and should be received in 10 to 15 business days.

STEP 5

Security guards placed on assignment must keep the following documents with them:

1. A valid security guard registration or a screen print of the Bureau's approval obtained from the Bureau's Web site.
2. A valid photo identification

NORMAL PROCESSING

The Bureau will continue to accept the following:

- Submit your completed security guard application, a \$50 registration fee and a Security Guard Live Scan form signed by the Live Scan operator. A \$32 DOJ fingerprint processing fee and a \$19 FBI fingerprint processing fee must be paid at the Live Scan site. Send your application package to the Bureau of Security and Investigative Services, P.O. Box 989002, West Sacramento, CA 95798-9002.

Applications for registration as a security guard are available from private patrol operators or training facilities certified by BSIS.

FIREARM PERMIT

You may *not* carry a gun on duty without having been issued a firearm permit by the Bureau. Also, a firearm permit issued by the Bureau *does not* authorize you to carry a concealed weapon. You may *not* carry a concealed weapon on duty without a Concealed Weapons Permit (CCW) issued by local authorities, nor carry a caliber handgun not listed on your firearm permit.

To apply for a firearm permit, you must:

- Be a U.S. citizen or have permanent legal alien status.
- Pass a course in the carrying and use of firearms. The 14-hour (8 hours classroom, 6 hours range) training course covers moral and legal aspects, firearms nomenclature, weapon handling and shooting fundamentals, emergency procedures and range training. The course must be given by a Bureau-certified firearms training instructor at a Bureau-certified training facility. Written and range exams are administered at the end of the course. Costs of training are determined by the training facility. For a list of certified training facilities, call (916) 322-4000.
- Submit a firearm permit application, pay the \$80 application fee, and submit a Security Guard Registration w/Firearm Permit Live Scan form signed by the Live Scan site operator. A \$28 Firearm Eligibility application, \$32/DOJ fingerprint processing fee and \$19 FBI fingerprint processing fee *must* be paid at the Live Scan site. Send your application package to the Bureau of Security and Investigative Services, P.O. Box 989002, West Sacramento, CA 95798-9002.

You may apply for *both* a guard registration and a firearm permit *at the same time* for a total fee of \$224.

Note: A firearms qualification card expires two years from the date it was issued. An applicant must requalify four times during the life of the permit: twice during the first year after the date of issuance, and twice during the second year. Requalifications must be at least four months apart.

TEAR GAS PERMIT

The law requires those who wish to carry tear gas on duty to complete a two-hour training course approved by the Bureau. For a list of certified training facilities call (800) 952-5210 or visit the Bureau's license look-up at www.bsis.ca.gov/online_services/verify_license.shtml and search by county.

BATON PERMIT

To carry a baton on duty, you must be a registered security guard and complete an eight-hour training course from a certified instructor. For a list of certified training facilities, call (800) 952-5210 or visit the Bureau's license look-up at www.bsis.ca.gov/online_services/verify_license.shtml and search by county.

If you have questions about registration as a security guard, call (800) 952-5210. If you have questions about your current guard card, call (916) 322-4000.

"Protection of the public shall be the highest priority for the Bureau of Security and Investigative Services in exercising licensing, regulatory and disciplinary functions. Whenever the protection of the public is consistent with other interests sought to be promoted, the protection of the public shall be paramount."

UPDATED VERSION – MAY 9, 2007

BUREAU OF SECURITY AND INVESTIGATIVE SERVICES
Title 16, Division 7 of the California Code of Regulations

ARTICLE 9. SKILLS TRAINING COURSE FOR SECURITY GUARDS

§643. SKILLS TRAINING COURSE FOR SECURITY GUARDS

(a) The course of skills training for registered security guards shall follow the standards prescribed by section 7583.6(b) of the Business and Professions Code. The attached Appendix sets forth the subjects that shall be taught and the maximum number of hours that shall be allowed towards meeting required training.

(b) For each course, or series of courses, the institution or company providing the training shall issue a Certificate of Completion to the individual completing the course.

The certificate shall identify the course(s) taken, the number of hours of training provided, identification of the issuing entity, name of the individual and instructor and a date, and state that the course(s) comply with the Department of Consumer Affairs' Skills Training Course for Security Guards. The certificate shall be serially numbered for tracking.

Note: Authority cited: Section 7581, Business and Professions Code. Reference: Sections 7583.6 and 7583.7, Business and Professions Code.

I. POWER TO ARREST COURSE OUTLINE

The Power to Arrest Course consists of four (4) hours of training in both of the following two (2) subjects:

A. Powers to Arrest

4 hours

Objective: To familiarize and instruct the individual on the training topics delineated at Business and Professions Code section 7583.7, including, without limitation, legal aspects, techniques, liability, and company requirements relating to the arrest of an individual. The training will utilize the Department of Consumer Affairs' Power to Arrest Training Manual and may include lecture, discussion, exercises and role-playing.

1. Overview of Power to Arrest Manual and subject matter.
2. Definition of arrest and discussion on the implications to the subject, the guard and the company.
3. Lecture/discussion on escalation and de-escalation techniques in the use of force.
4. Lecture/discussion in the use of restraint techniques and their implications.
5. Discussion of trespass laws and implications of enforcement.
6. Completion of the Power to Arrest Training Manual Test with 100% score in accordance with the Manual's Administering Instructions.

B. Weapons of Mass Destruction (WMD) & Terrorism Awareness 4 hours

Objective: To familiarize and instruct the individual on the subject matter and observation skills required to identify and report precursor activities to a terrorist event, react appropriately, report the occurrence of a terrorist event, and remain safe while helping control the scene after a terrorist event. The training will utilize the Department of Consumer Affairs' Weapons of Mass Destruction & Terrorism Awareness for Security Professionals course consisting of a Digital Video Disk (DVD), Student Workbook and Facilitator Manual.

1. Introduction and overview of the training.
2. The Role of a Security Officer.
3. The Nature of Terrorism.
4. Weapons of Mass Destruction.
5. Coordinating and Sharing of Critical Information.

II. MANDATORY COURSES OUTLINE OF COURSES

Objective: To familiarize and instruct the individual in basic skills and provide a common body of knowledge in the performance of security guard work. All courses shall include information and subject matter pertaining to the outline provided. Additionally, all courses shall include written material, lecture or exercises to assure that the individual comprehends the subject matter presented. Every newly licensed or employed security guard shall complete two of the mandatory courses within thirty (30) days from the day the guard's registration card is issued (8 hours) or the day the guard begins employment. The remaining two mandatory courses each consisting of four (4) hours of instruction, shall be completed within the first six (6) months from the day the guard registration card is issued or the day the guard begins employment as a security guard. Pursuant to Business and Professions Code Section 7583.6 (b) the following outline includes subjects that shall be taught and the maximum number of hours that will be allowed for completion of the Mandatory Courses.

A. Public Relations (Community & Customer) 4 hours

1. Recognizing Gender & Racial Harassment & Discrimination
2. Respect:
 - Stereotyping
 - Attitude
3. Verbal Skills / Crisis Intervention
4. Introduction to Diversity
5. Substance Abuse & Mental Illness
6. Ethics & Professionalism
 - Appearance
 - Command Presence
 - Proper Conduct

B. Observation & Documentation

4 hours

1. Report Writing
2. English as a Second Language
3. Observation and Patrol Techniques
4. Asking Appropriate Questions
5. Observing Suspects / Suspicious Activity

C. Communication and its Significance

4 hours

1. Internal

- Protocols Pursuant to Contract (Who to Contact & When)
- Radio / Monitors
- Other Technology

2. External

- Emergency / First Responders
- Medical Personnel
- Police / Sheriff / Other Enforcement
- City Services / Government Services

D. Liability / Legal Aspects

4 hours

1. Personal / Contractor / Employer
2. Criminal, Civil, Administrative
3. BSIS Code & Regulations
4. Role of a Security Guard

III. ELECTIVE COURSE OUTLINES

Objective: To familiarize and instruct the individual in basic employer requirements relating to the performance of guard duties. Additionally, to provide the employer and the individual with the opportunity to select additional course work to improve the skills and knowledge of the individual. The listed courses should include a mixture of written materials, lecture and exercises. The hours listed are the maximum number of hours that will be accepted as part of the 16 hours of elective training mandated by the Business and Professions Code section 7583.6. Every newly licensed security guard shall complete a minimum of eight (8) hours of elective courses within thirty (30) days from the day the security guard's registration card is issued or the day the guard begins employment. An additional eight (8) hours of elective courses shall be completed within the first six (6) months from the day the security guard's registration card is issued or the day the guard begins employment. Pursuant to Business and Professions Code Section 7583.6 (b), the following outline includes subjects that shall be taught and the maximum number of hours that will be allowed for completion of the elective courses.

A. Post Orders & Assignments

4 Hrs. Maximum

1. Site Specific Training
2. Equipment
 - Monitoring
 - Communication
 - Alarms
 - Elevators, Etc.
3. Emergency Response Issues
4. Liability Implications
5. Lost / Found Articles

B. Employer Policies / Orientation

4 Hrs. Maximum

1. Employer Reports / Paperwork
2. Reporting Processes / Procedures
3. Tax Forms, Health Forms, Etc.
4. Uniforms
5. Work Schedules
6. Other Internal Policies, Processes or Procedures
7. Employer Use of Force Policy

C. Evacuation Procedures

2 Hrs. Maximum

1. Emergency Procedures Related to Life / Safety and Acts of Nature
2. Working Knowledge of Evacuation Routes
 - Stairs
 - Elevators
 - Doors
3. Power Outage
4. Specific Points of Contact

D. Officer Safety

4 Hrs. Maximum

1. Threat Assessment
2. Subject Contact
3. Safety Awareness
4. Blood Born Pathogens
5. Environmental /Hazardous Materials

**E. Arrests, Search & Seizure
(more advanced than PTA course)**

4 Hrs. Maximum

1. PC 836, 837 & the Differences
2. US Constitution & Amendments Impacting Guard Responsibilities
3. Loss Prevention
4. Merchant Law
5. Use of Force

F. Access Control	2 Hrs. Maximum
<ul style="list-style-type: none"> 1. Identification Procedures 2. Electronic Use/CCTV 3. Non-electronic procedures 	
G. Trespass	4 Hrs. Maximum
<ul style="list-style-type: none"> 1. Open Land 2. Private Property 3. Private Building 4. Public Property 5. Places of Public Accommodation/Public Access 	
H. Laws, Codes, Regulations and Ordinances	2 Hrs. Maximum
<ul style="list-style-type: none"> 1. Specific to Post Assignment 	
I. First Aid / CPR	4 Hrs. Maximum
<ul style="list-style-type: none"> 1. American Red Cross Courses 2. American Heart Association Courses 3. Automatic Defibrillator Devices (AED's) 	
J. Handling Difficult People	4 Hrs. Maximum
<ul style="list-style-type: none"> 1. Communications 2. Conflict Management 3. Speaking Constructively 4. Valuing Diversity 5. Negotiating 6. Verbal Diffusion 	
K. Work Place Violence	4 Hrs. Maximum
<ul style="list-style-type: none"> 1. Detecting Unusual Behavior / Warning Signs <ul style="list-style-type: none"> • Worker to Worker • Client to Customer • Supervisor to Subordinate 2. Anger Management 3. Valuing Diversity 4. Personal Security 5. Reporting 	

L. Chemical Agents

4 Hrs. Maximum

1. Tear Gas Use and Effects
2. Pepper Spray Use and Effects
3. Air Borne Chemical Agents
4. Water Borne Chemical Agents

M. Preserving the Incident Scene

4 Hrs. Maximum

1. Identifying Evidence
2. Care and Handling of Evidence
3. Securing the Immediate Area
4. Legal Issues to Evidence Tampering and/or Removal
5. Witness/Participant Identification

N. Crowd Control

4 Hrs. Maximum

1. Controlling Boisterous Celebrations
2. Handling Disputes
3. Confronting Conflicts Constructively
4. Planning for Civil Disobedience / Disturbances
5. Labor Actions, Disputes, Workplace Stoppages

O. Driver Safety

4 Hrs. Maximum

1. Cars
2. Bicycles
3. Golf Carts

P. Supervision

4 Hrs. Maximum

1. Roles and Responsibilities
2. Legal Liability

Q. Courtroom Demeanor

4 Hrs. Maximum

R. Parking / Traffic Control

2 Hrs. Maximum

S. Radio Procedures

2 Hrs. Maximum

T. BSIS's Certified Course in Firearms Training

8 Hrs Maximum

U. BSIS's Certified Course in Baton Training

4 Hrs. Maximum

V. School Security Guard Training

8 Hrs. Maximum

(In compliance with Bureau developed Training Syllabus)

W. Introduction to Executive Protection	4 Hrs. Maximum
X. Annual Firearms Requalification	4 Hrs. Maximum
Y. Fire Safety Course	4 Hrs. Maximum
Z. Course in the Use of a Stun Gun or Air Taser	4 Hrs. Maximum

IV. Continuing Education

Objective: To provide additional or remedial instruction in private security subject matter. The continuing education requirement, of an additional 8 hours annually pursuant to Business and Professions Code Section 7583.6(f)(1), commenced on January 5, 2005.

The annual training may be provided by an independent training entity or may be provided by the employer. Employer provided training should be supported by evaluation of the licensed guards' skills. The annual training may repeat previous course(s), or may provide additional course(s) on topics applicable to private security work.

The Mandatory and Elective courses with 4 hour maximum time limitations for the initial Skills Training Course For Security Guards may be expanded in depth to 8 hour courses, with the exception of the WMD and Terrorism Awareness, to meet the annual training hours.

Additionally, training in use of specific types of batons or a four (4) hour refresher course every other year may also be utilized to meet the continuing education requirements.

For each course completed, the training entity or company providing the training shall issue a Certificate of Completion to the individual completing the course in compliance with the appearance requirements stated in Title 16, California Code of Regulations, section 643 (b).



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DECEMBER 2005

FIREARM REQUIREMENTS **(FACT SHEET)**

Firearms Requirements for Security Guards, Alarm Agents, Private Investigators and Private Patrol Operators

Even if you are licensed or registered in the security, alarm, or private investigation fields, you may not carry a gun on duty — whether loaded or unloaded — unless you have been issued an exposed firearm permit by the Department of Consumer Affairs. You must keep the permit with you at all times while on duty.

Note: It is illegal for a licensee or registrant to carry a CONCEALED weapon on duty without a permit issued by local authorities.

Filing an Application

To apply for a firearm permit, you must:

- Take a 14-hour course (8 hours classroom, 6 hours range) in the carrying and use of firearms given by a Bureau- certified firearms training instructor at a Bureau certified training facility
- Pass the written and range exams given at the end of the course
- Be a United States citizen or have permanent legal alien status; and
- Submit a firearm permit application, pay an \$80 application fee and submit a Live Scan form (which is appropriate to your license or registration) signed by the Live Scan site Operator. A \$38 Firearm Eligibility application, \$32 Department of Justice (DOJ) fingerprint processing fee and \$19 Federal Bureau of Investigation (FBI) fingerprint processing fee must be paid at the Live Scan site. Send your application package to the Bureau of Security and Investigative Services, P.O. Box 989002, West Sacramento, CA 95798-9002

Classroom Training—During your eight hours of classroom training, you will learn moral and legal aspects of firearms use, firearms nomenclature, weapons handling and shooting fundamentals, and emergency procedures.

Range Training—The six hours of range training will give you practice in safely handling and firing your weapon. You must *requalify* on the range twice a year before renewing your permit.

Training Schools—Schools and training instructors must be certified by the Bureau of Security and Investigative Services. For a list of licensed training schools, call (800) 952-5210.

Exhibit B

Renewals—Firearm permits expire two years from the date of issuance. An applicant must requalify four times during the life of the permit: twice during the first year after the date of issuance, and twice during the second year. Requalifications must be at least four months apart. The application for renewal should be submitted to the Bureau within 60 days before the expiration date. The current fee for renewing a firearm permit is \$98. You may not renew your permit once you have allowed it to expire. You must instead apply for a *new* permit.

Weapons Incidents—A security guard who discharges a weapon while on duty (except on the range) must: (1) report the incident to his or her employer within 24 hours and (2) file a written report with the Director of the Department of Consumer Affairs, within 7 days. Failure to do so may result in a fine.

Violations—The following acts are prohibited by law while a licensee/registrant is on duty:

- Illegally using, carrying, or possessing a dangerous weapon
- Carrying an inoperable, replica, or simulated firearm
- Brandishing or misusing a weapon
- Drawing a weapon without proper cause
- Provoking a shooting incident without cause
- Carrying or using a firearm while under the influence of alcohol or dangerous drugs; and
- Carrying or using a firearm of a different caliber than that for which a firearm permit has been issued.

"Protection of the public shall be the highest priority for the Bureau of Security and Investigative Services in exercising licensing, regulatory and disciplinary functions. Whenever the protection of the public is consistent with other interests sought to be promoted, the protection of the public shall be paramount."

CALIFORNIA CODES
BUSINESS AND PROFESSIONS CODE
SECTION 7582-7582.28

7582. No person shall engage in a business regulated by this chapter; act or assume to act as, or represent himself or herself to be, a licensee unless he or she is licensed under this chapter; and no person shall falsely represent that he or she is employed by a licensee.

7582.05. (a) Notwithstanding any other provision of law, any person engaging in a business as a private patrol operator who violates Section 7582 is guilty of an infraction subject to the procedures described in Sections 19.6 and 19.7 of the Penal Code under either of the following circumstances:

(1) A complaint or a written notice to appear in court pursuant to Chapter 5c (commencing with Section 853.5) of Title 3 of Part 2 of the Penal Code is filed in court charging the offense as an infraction unless the defendant, at the time he or she is arraigned, after being advised of his or her rights, elects to have the case proceed as a misdemeanor.

(2) The court, with the consent of the defendant and the prosecution, determines that the offense is an infraction in which event the case shall proceed as if the defendant has been arraigned on an infraction complaint.

(b) This section does not apply to a violation of Section 7582 if the defendant has had his or her license previously revoked or suspended.

(c) Notwithstanding any other provision of law, a violation of Section 7582, which is an infraction, is punishable by a fine of one thousand dollars (\$1,000). No portion of the fine may be suspended by the court unless as a condition of that suspension the defendant is required to submit proof of a current valid license for the profession of private patrol operator which was the basis for his or her conviction.

7582.1. (a) A private patrol operator, or operator of a private patrol service, within the meaning of this chapter is a person, other than an armored contract carrier, who, for any consideration whatsoever:

Agrees to furnish, or furnishes, a watchman, guard, patrolperson, or other person to protect persons or property or to prevent the theft, unlawful taking, loss, embezzlement, misappropriation, or concealment of any goods, wares, merchandise, money, bonds, stocks, notes, documents, papers, or property of any kind; or performs the service of a watchman, guard, patrolperson, or other person, for any of these purposes.

(b) A person licensed as a private patrol operator only may not make any investigation or investigations except those that are incidental to the theft, loss, embezzlement, misappropriation, or concealment of any property, or any other thing enumerated in this section, which he or she has been hired or engaged to protect, guard, or watch.

(c) An armored contract carrier within the meaning of this chapter is a contract carrier operating armored vehicles pursuant to California Highway Patrol and Public Utilities Commission authority.

(d) An armored vehicle guard within the meaning of this chapter is any person employed by an armored contract carrier who in the course of that employment carries a deadly weapon.

(e) A security guard or security officer, within the meaning of this chapter, is an employee of a private patrol operator, or an employee of a lawful business or public agency who is not exempted pursuant to Section 7582.2, who performs the functions as described in subdivision (a) on or about the premises owned or controlled by the customer of the private patrol operator or by the guard's employer or in the company of persons being protected.

(f) A street patrolperson, within the meaning of this chapter, is a security guard or security officer employed by a private patrol operator who performs the functions described in subdivision (a) by street patrol service utilizing foot patrol, motor patrol, or other means of transportation in public areas, streets or public thoroughfares in order to serve multiple customers. "Street patrolperson" does not include management or supervisory employees of the private patrol operator moving from one customer location to another to inspect personnel or security guard or security officers.

7582.2. This chapter does not apply to the following:

(a) A person who does not meet the requirements to be a proprietary private security officer, as defined in Section 7574.1, and is employed exclusively and regularly by any employer who does not provide contract security services for other entities or persons, in connection with the affairs of the employer only and where there exists an employer-employee relationship if that person at no time carries or uses any deadly weapon in the performance of his or her duties. For purposes of this subdivision, "deadly weapon" is defined to include any instrument or weapon of the kind commonly known as a blackjack, slungshot, billy, sandclub, sandbag, metal knuckles, any dirk, dagger, pistol, revolver, or any other firearm, any knife having a blade longer than five inches, any razor with an unguarded blade and any metal pipe or bar used or intended to be used as a club.

(b) An officer or employee of the United States of America, or of this state or a political subdivision thereof, while the officer or employee is engaged in the performance of his or her official duties, including uniformed peace officers employed part time by a public agency pursuant to a written agreement between a chief of police or sheriff and the public agency, provided the part-time employment does not exceed 50 hours in any calendar month.

(c) A person engaged exclusively in the business of obtaining and furnishing information as to the financial rating of persons.

(d) A charitable philanthropic society or association duly incorporated under the laws of this state that is organized and maintained for the public good and not for private profit.

(e) Patrol special police officers appointed by the police commission of any city, county, or city and county under the express terms of its charter who also under the express terms of the charter (1) are subject to suspension or dismissal after a hearing on charges duly filed with the commission after a fair and impartial trial, (2) must be not less than 18 years of age nor more than 40 years of age,

(3) must possess physical qualifications prescribed by the commission, and (4) are designated by the police commission as the owners of a certain beat or territory as may be fixed from time to time by the police commission.

(f) An attorney at law in performing his or her duties as an attorney at law.

(g) A collection agency or an employee thereof while acting within the scope of his or her employment, while making an investigation incidental to the business of the agency, including an investigation of the location of a debtor or his or her property where the contract with an assignor creditor is for the collection of claims owed or due or asserted to be owed or due or the equivalent thereof.

(h) Admitted insurers and agents and insurance brokers licensed by the state, performing duties in connection with insurance transacted by them.

(i) Any bank subject to the jurisdiction of the Commissioner of Financial Institutions of the State of California under Division 1 (commencing with Section 99) of the Financial Code or the Comptroller of Currency of the United States.

(j) A person engaged solely in the business of securing information about persons or property from public records.

(k) A peace officer of this state or a political subdivision thereof while the peace officer is employed by a private employer to engage in off-duty employment in accordance with Section 1126 of the Government Code. However, nothing herein shall exempt such peace officer who either contracts for his or her services or the services of others as a private patrol operator or contracts for his or her services as or is employed as an armed private security officer. For purposes of this subdivision, "armed security officer" means an individual who carries or uses a firearm in the course and scope of that contract or employment.

(l) A retired peace officer of the state or political subdivision thereof when the retired peace officer is employed by a private employer in employment approved by the chief law enforcement officer of the jurisdiction where the employment takes place, provided that the retired officer is in a uniform of a public law enforcement agency, has registered with the bureau on a form approved by the director, and has met any training requirements or their equivalent as established for security personnel under Section 7583.5. This officer may not carry a loaded or concealed firearm unless he or she is exempted under the provisions of subdivision (a) of Section 12027 of the Penal Code or paragraph (1) of subdivision (b) of Section 12031 of the Penal Code or has met the requirements set forth in Section 12033 of the Penal Code. However, nothing herein shall exempt the retired peace officer who contracts for his or her services or the services of others as a private patrol operator.

(m) A licensed insurance adjuster in performing his or her duties within the scope of his or her license as an insurance adjuster.

(n) Any savings association subject to the jurisdiction of the Commissioner of Financial Institutions or the Office of Thrift Supervision.

(o) Any secured creditor engaged in the repossession of the creditor's collateral and any lessor engaged in the repossession of leased property in which it claims an interest.

(p) A peace officer in his or her official police uniform acting in accordance with subdivisions (c) and (d) of Section 70 of the Penal Code.

(q) An unarmed, uniformed security person employed exclusively and regularly by a motion picture studio facility employer who does not provide contract security services for other entities or persons in

connection with the affairs of that employer only and where there exists an employer-employee relationship if that person at no time carries or uses any deadly weapon, as defined in subdivision (a), in the performance of his or her duties, which may include, but are not limited to, the following business purposes:

(1) The screening and monitoring access of employees of the same employer.

(2) The screening and monitoring access of prearranged and preauthorized invited guests.

(3) The screening and monitoring of vendors and suppliers.

(4) Patrolling the private property facilities for the safety and welfare of all who have been legitimately authorized to have access to the facility.

(r) The changes made to this section by the act adding this subdivision during the 2005-06 Regular Session of the Legislature shall apply as follows:

(1) On and after July 1, 2006, to a person hired as a security officer on and after January 1, 2006.

(2) On and after January 1, 2007, to a person hired as a security officer before January 1, 2006.

7582.3. (a) Unless specifically exempted by Section 7582.2, no person shall engage in the business of private patrol operator, as defined in Section 7582.1, unless that person has applied for and received a license to engage in that business pursuant to this chapter.

(b) Any person who violates any provision of this chapter or who conspires with another person to violate any provision of this chapter relating to private patrol operator licensure, or who knowingly engages a nonexempt unlicensed person is guilty of a misdemeanor punishable by a fine of five thousand dollars (\$5,000) or by imprisonment in the county jail not to exceed one year, or by both that fine and imprisonment.

(c) A proceeding to impose the fine specified in subdivision (b) may be brought in any court of competent jurisdiction in the name of the people of the State of California by the Attorney General or by any district attorney or city attorney, or with the consent of the district attorney, the city prosecutor in any city or city and county having a full-time city prosecutor for the jurisdiction in which the violation occurred. If the action is brought by the district attorney, the penalty collected shall be paid to the treasurer of the county in which the judgment is entered. If the action is brought by a city attorney or city prosecutor, one-half of the penalty collected shall be paid to the treasurer of the city in which the judgment was entered and one-half to the treasurer of the county in which the judgment was entered. If the action is brought by the Attorney General, all of the penalty collected shall be deposited in the Private Security Services Fund.

(d) Any person who: (1) acts as or represents himself or herself to be a private patrol operator under this chapter when that person is not a licensee under this chapter; (2) falsely represents that he or she is employed by a licensee under this chapter when that person is not employed by a licensee under this chapter; (3) carries a badge, identification card, or business card, indicating that he or she is a licensee under this chapter when that person is not a licensee under this chapter; (4) uses a letterhead or other written or electronically generated materials indicating that he or she is a licensee under this chapter when that person is not a licensee under

this chapter; or (5) advertises that he or she is a licensee under this chapter when that person is not a licensee, is guilty of a misdemeanor that is punishable by a fine of ten thousand dollars (\$10,000) or by imprisonment in a county jail for not more than one year, or by both that fine and imprisonment.

(e) A proceeding to impose the fine specified in subdivision (d) may be brought in any court of competent jurisdiction in the name of the people of the State of California by the Attorney General or by any district attorney or city attorney, or with the consent of the district attorney, the city prosecutor in any city or city and county having a full-time city prosecutor for the jurisdiction in which the violation occurred. If the action is brought by the district attorney, the penalty collected shall be paid to the treasurer of the county in which the judgment is entered. If the action is brought by a city attorney or city prosecutor, one-half of the penalty collected shall be paid to the treasurer of the city in which the judgment was entered and one-half to the treasurer of the county in which the judgment was entered. If the action is brought by the Attorney General, all of the penalty collected shall be deposited in the Private Security Services Fund.

(f) Any person who is convicted of a violation of the provisions of this section shall not be issued a license under this chapter, within one year following that conviction.

(g) Any person who is convicted of a violation of subdivision (a), (b), or (d) shall not be issued a license for a period of one year following a first conviction and shall not be issued a license for a period of five years following a second or subsequent conviction of subdivision (a), (b), or (d), or any combination of subdivision (a), (b), or (d).

(h) The chief shall gather evidence of violations of this chapter and of any rule or regulation established pursuant to this chapter by persons engaged in the business of private patrol operator who fail to obtain licenses and shall gather evidence of violations and furnish that evidence to prosecuting officers of any county or city for the purpose of prosecuting all violations occurring within their jurisdiction.

(i) The prosecuting officer of any county or city shall prosecute all violations of this chapter occurring within his or her jurisdiction.

7582.4. (a) The superior court in and for the county in which any person has engaged or is about to engage in any act which constitutes a violation of Section 7582.3 may, upon a petition filed by the bureau with the approval of the director, issue an injunction or other appropriate order restraining this conduct and may impose a civil fine not exceeding ten thousand dollars (\$10,000). The proceedings under this section shall be governed by Chapter 3 (commencing with Section 525) of Title 7 of Part 2 of the Code of Civil Procedure, except that there shall be no requirement to allege facts necessary to show or tending to show lack of adequate remedy at law or irreparable injury.

(b) The superior court for the county in which any person has engaged in any act which constitutes a violation of Section 7582.3 may, upon a petition filed by the bureau with the approval of the director, order this person to make restitution to persons injured as a result of the violation.

(c) The court may order a person subject to an injunction or restraining order, provided for in subdivision (a), or subject to an

order requiring restitution pursuant to subdivision (b), to reimburse the bureau for expenses incurred by the bureau in its investigation related to its petition.

(d) A proceeding to impose the fine specified in subdivision (a) or to enjoin the unlicensed operation may be brought in any court of competent jurisdiction in the name of the people of the State of California by the Attorney General, or by any district attorney or city attorney, or, with the consent of the district attorney, the city prosecutor in any city or city and county having a full-time city prosecutor, for the jurisdiction in which the violation occurred. If the action is brought by the district attorney, the penalty collected shall be paid to the treasurer of the county in which the judgment is entered. If the action is brought by a city attorney or city prosecutor, one-half of the penalty collected shall be paid to the treasurer of the city in which the judgment was entered and one-half to the treasurer of the county in which the judgment was entered. If the action is brought by the Attorney General, all of the penalty collected shall be deposited in the Private Security Services Fund.

(e) The remedy provided for by this section shall be in addition to any other remedy provided for in this chapter.

7582.5. (a) The provisions of this chapter shall not prevent the local authorities of any city, county, or city and county, by ordinance and within the exercise of the police power of the city, county, or city and county from imposing local regulations upon any street patrol service or street patrol special officers requiring registration with an agency to be designated by the city, county, or city and county, including in the registration full information as to the identification and employment and subject to the right of the city, county, or city and county to allocate certain portions of the territory in the city, county, or city and county within which the activities of any street patrol service or person shall be confined. Any city, county, or city and county may refuse registration to any person of bad moral character and may impose reasonable additional requirements as are necessary to meet local needs and are not inconsistent with the provisions of this chapter.

(b) The provisions of this chapter shall not prevent the local authorities of any city, county, or city and county, by ordinance and within the exercise of the police power of the city, county, or city and county from imposing local regulations upon any employees of a private patrol operator who are unable to furnish evidence of current registration pursuant to subdivision (f) of Section 7581.

(c) The provisions of this chapter shall not prevent the local authorities of any city, county, or city and county, by ordinance and within the exercise of the police power of the city, county, or city and county from requiring private patrol operators and their employees to register their name and file a copy of their state identification card with the city, county, or city and county. No fee may be charged and no application may be required by the city, county, or city and county for this registration.

(d) The provisions of this chapter shall not prevent the local authorities in any city, county, or city and county, by ordinance and within the exercise of the police power of the city, county, or city and county from imposing reasonable additional requirements necessary to regulate and control protection dogs according to their local needs and not inconsistent with the provisions of this chapter.

7582.6. An application for a license under this chapter shall be on a form prescribed by the director and accompanied by the application fee provided by this chapter.

7582.7. An application shall be verified and shall include:

- (a) The full name and business address of the applicant.
- (b) The name under which the applicant intends to do business.
- (c) A statement as to the general nature of the business in which the applicant intends to engage.
- (d) A statement as to the type of license for which the applicant is applying.
- (e) A verified statement of his or her experience qualifications.

(f) (1) If the applicant is an individual, a qualified manager, partner of a partnership, or officer of a corporation designated in subdivision (i), one personal identification form provided by the bureau upon which shall appear a photograph taken within one year immediately preceding the date of the filing of the application together with two legible sets of fingerprints, one set of which shall be forwarded to the Federal Bureau of Investigation for purposes of a background check, on a form approved by the Department of Justice, and a personal description of each person, respectively. The identification form shall include residence addresses and employment history for the previous five years and be signed under penalty of perjury.

(2) The bureau may impose a fee not to exceed three dollars (\$3) for processing classifiable fingerprint cards submitted by applicants, excluding those submitted into an electronic fingerprint system using electronic fingerprint technology.

(g) In addition, if the applicant for a license is an individual, the application shall list all other names known as or used during the past 10 years and shall state that the applicant is to be personally and actively in charge of the business for which the license is sought, or if any other qualified manager is to be actively in charge of the business, the application shall be subscribed, verified, and signed by the applicant, under penalty of perjury, and if any other person is to be actively in charge of the business, the application shall also be subscribed, verified, and signed by that person under penalty of perjury.

(h) If the applicants for license are copartners, the application shall state the true names and addresses of all partners and the name of the partner to be actively in charge of the business for which the license is sought; and list all other names known as or used during the past 10 years, or if a qualified manager other than a partner is to be actively in charge of the business, then the application shall be subscribed, verified, and signed by all of the partners under penalty of perjury, and if any other person is to be actively in charge of the business, the application shall also be subscribed, verified, and signed by that person, under penalty of perjury, under penalty of perjury by all of the partners and qualified manager, or by all of the partners or the qualified manager.

(i) If the applicant for license is a corporation, the application shall state the true names, and complete residence addresses of the chief executive officer, secretary, chief financial officer, and any other corporate officer who will be active in the business to be

licensed. The application shall also state the name and address of the designated person to be actively in charge of the business for which the license is sought. The application shall be subscribed, verified, and signed by a duly authorized officer of the applicant and by the qualified manager thereof, under penalty of perjury.

(j) Any other information, evidence, statements, or documents as may be required by the director.

7582.8. Before an application for a license or registration is granted, the applicant for a license or his or her manager or the applicant for a security guard registration shall meet all of the following:

(a) Be at least 18 years of age.

(b) Not have committed acts or crimes constituting grounds for denial of a license under Section 480.

(c) Comply with the requirements specified in this chapter for the particular license or registration for which an application is made.

(d) Comply with other qualifications as the director may fix by rule.

(e) In lieu of meeting any other training-related requirements of this section, an applicant may apply for licensure or registration if he or she has completed comparable military training as documented by submission of Verification of Military Experience and Training (V-MET) records.

7582.9. The director may require an applicant or his or her manager, to demonstrate his or her qualifications by a written or oral examination, or a combination of both.

7582.10. Payment of the application fee prescribed by this chapter entitles an applicant or his or her manager to one examination without further charge. If the person fails to pass the examination, he or she shall not be eligible for any subsequent examination except upon payment of the reexamination fee prescribed by this chapter for each subsequent examination.

7582.11. The chief shall issue a license, the form and content of which shall be determined by the chief in accordance with Section 164. In addition, the chief shall issue a "Certificate of Licensure" to any licensee, upon request and upon the payment of a fee of fifty dollars (\$50).

7582.12. (a) The license shall at all times be posted in a conspicuous place in the principal place of business of the licensee.

(b) The director may assess a fine of two hundred fifty dollars (\$250) per violation of subdivision (a).

7582.13. Upon the issuance of a license, a pocket card of the size,

design, and content determined by the director shall be issued to each licensee, if an individual, or if the licensee is a person other than an individual, to its manager and to each of its officers and partners. The pocket card is evidence that the licensee is licensed pursuant to this chapter. The card shall contain the signature of the licensee, signature of the chief, and a photograph of the licensee, or bearer of the card, if the licensee is other than an individual. The card shall clearly state that the person is licensed as a private patrol operator or is the manager or officer of the licensee. The applicant may request to be issued an enhanced pocket card that shall be composed of a durable material and may incorporate technologically advanced security features. The bureau may charge a fee sufficient to reimburse the department's costs for furnishing the enhanced pocket card. The fee charged may not exceed the actual costs for system development, maintenance, and processing necessary to provide this service, and may not exceed six dollars (\$6). If the applicant does not request an enhanced card, the department shall issue a standard card at no cost. When a person to whom a card is issued terminates his or her position, office, or association with the licensee, the card shall be surrendered to the licensee and within five days thereafter shall be mailed or delivered by the licensee to the bureau for cancellation. Every person, while engaged in any activity for which registration is required, shall display their valid pocket card as provided by regulation.

7582.14. A license issued under this chapter is not assignable.

7582.15. A licensee shall at all times be legally responsible for the good conduct in the business of each of his or her employees or agents, including his or her manager.

7582.16. Each licensee shall maintain a record containing information relative to his or her employees as may be prescribed by the director.

7582.17. No licensee shall conduct a business under a fictitious or other business name unless and until he or she has obtained the written authorization of the bureau to do so.

The bureau shall not authorize the use of a fictitious or other business name which is so similar to that of a public officer or agency or of that used by another licensee that the public may be confused or misled thereby.

The authorization shall require, as a condition precedent to the use of any fictitious name, that the licensee comply with Chapter 5 (commencing with Section 17900) of Part 3 of Division 7.

A licensee desiring to conduct his or her business under more than one fictitious business name shall obtain the authorization of the bureau in the manner prescribed in this section for the use of each name.

The licensee shall pay a fee of twenty-five dollars (\$25) for each authorization to use an additional fictitious business name and for each change in the use of a fictitious business name. If the original license is issued in a nonfictitious name and authorization

is requested to have the license reissued in a fictitious business name the licensee shall pay a fee of twenty-five dollars (\$25) for the authorization.

7582.18. Each licensee shall file with the bureau the complete address of his or her principal place of business including the name and number of the street, or, if the street where the business is located is not numbered, the number of the post office box. The director may require the filing of other information for the purpose of identifying the principal place of business.

7582.19. (a) A licensee shall notify the bureau within 30 days of any change in its corporate officers or of any addition of a new partner.

(b) Applications, on forms prescribed by the director, shall be submitted by all new officers and partners. The director may suspend or revoke a license issued under this chapter if the director determines that the new officer or partner of a licensee has committed any of the acts constituting grounds to deny an application for a license or to take disciplinary action against a licensee pursuant to Section 7582.24 or 7582.25 respectively.

7582.20. (a) Every advertisement by a licensee soliciting or advertising business shall contain his or her name, address, and license number as they appear in the records of the bureau. For the purpose of this section, "advertisement" includes any business card, stationery, brochure, flyer, circular, newsletter, fax form, printed or published paid advertisement in any media form, or telephone book listing. Every advertisement by a licensee soliciting or advertising the licensee's business shall contain his or her business name, business address or business telephone number, and license number, as they appear in the records of the bureau.

(b) The director may assess a fine of two hundred fifty dollars (\$250) per violation of subdivision (a).

7582.21. (a) A licensee shall not advertise or conduct business from any location other than that shown on the records of the bureau as his or her principal place of business unless he or she has received a branch office certificate for the location after compliance with the provisions of this chapter and any additional requirements necessary for the protection of the public as the director may by regulation prescribe. A licensee shall notify the bureau in writing within 10 days after closing or changing the location of a branch office.

(b) The director may assess a fine of five hundred dollars (\$500) for the first violation of subdivision (a) and one thousand dollars (\$1,000) for each violation thereafter.

7582.22. (a) The business of each licensee shall be operated under the active direction, control, charge, or management, in this state,

of the licensee, if he or she is qualified, or the person who is qualified to act as the licensee's manager, if the licensee is not qualified. Any licensee conducting business in this state whose primary office is located outside of this state shall do both of the following:

(1) Maintain an office in this state operated under the active direction, control, charge, or management of a qualified manager.

(2) Maintain at the office in this state all records required under this chapter and under rules adopted by the bureau.

(b) No person shall act as a qualified manager of a licensee until he or she has complied with each of the following:

(1) Demonstrated his or her qualifications by a written or oral examination, or a combination of both, if required by the director.

(2) Made a satisfactory showing to the director that he or she has the qualifications prescribed in Section 7582.8 and that none of the facts stated in Section 7582.24 or 7582.25 exist as to him or her.

7582.23. (a) In case of the death of a person licensed as an individual, a member of the immediate family of the deceased licensee shall be entitled to continue the business under the same license for 120 days following the death of the licensee, provided that written application for permission is made to the bureau within 30 days following the death of the licensee. At the end of the 120-day period, the license shall be automatically canceled. If no request is received within the 30-day period, the license shall be automatically canceled at the end of that period.

(b) If the manager, who has qualified as provided in Section 7582.22, ceases for any reason whatsoever to be connected with the licensee to whom the license is issued, the licensee shall notify the bureau in writing 30 days from this cessation. If the notice of cessation is filed timely, the license shall remain in force for a period of 90 days after cessation or for an additional period, not to exceed one year, as approved by the director, pending the qualification of another manager as provided in this chapter. After the 90-day period or additional period, as approved by the director, the license shall be automatically suspended, unless the bureau receives written notification that the license is under the active charge of a qualified manager. If the licensee fails to notify the bureau within the 30-day period, his or her license shall be automatically suspended and may be reinstated only upon the filing of an application for reinstatement, payment of the reinstatement fee, and the qualification of a manager as provided in this chapter.

(c) In the case of the death or disassociation of a partner of an entity licensed as a partnership, the licensee shall notify the bureau, in writing, within 30 days from the death or disassociation of the individual. If notice is given, the license shall remain in force for 90 days following the death or disassociation. At the end of this period the license shall be automatically canceled. If the licensee fails to notify the bureau within the 30-day period, the license shall be automatically canceled.

(d) A license extended under this section is subject to all other provisions of this chapter.

7582.24. After a hearing the director may deny a license unless the applicant makes a showing satisfactory to the director that the

applicant, if an individual, has not, or if the applicant is a person other than an individual, that its manager and each of its officers have not:

(a) Committed any act, which, if committed by a licensee, would be a ground for the suspension or revocation of a license under this chapter.

(b) Committed any act constituting dishonesty or fraud.

(c) Committed any act or crime constituting grounds for denial of licensure under Section 480, including illegally using, carrying, or possessing a deadly weapon.

(d) Been refused a license under this chapter or had a license revoked.

(e) Been an officer, partner, or manager of any person who has been refused a license under this chapter or whose license has been revoked.

(f) While unlicensed committed, or aided and abetted the commission of, any act for which a license is required by this chapter.

(g) Knowingly made any false statement in his or her application.

7582.25. The director may refuse to issue any license provided for in this chapter to any person:

(a) Who has had any license revoked, or whose license is under suspension, or has failed to renew his or her license while it was under suspension.

(b) If any member of any partnership, or any officer or director of any corporation, or any officer or person acting in a managerial capacity of any firm or association has had any license issued to him or her revoked, or whose license is under suspension, or who has failed to renew his or her license while it was under suspension.

(c) If any member of the partnership, or any officer or director of the corporation, or any officer or person acting in a managerial capacity of the firm or association, was either a member of any partnership, or an officer or director of any corporation, or an officer or person acting in a managerial capacity of any firm or association, whose license has been revoked, or whose license is under suspension, or who failed to renew a license while it was under suspension, and while acting as such member, officer, director, or person acting in a managerial capacity participated in any of the prohibited acts for which any such license was revoked or suspended.

7582.26. (a) Any licensee or officer, director, partner, or manager of a licensee may divulge to any law enforcement officer or district attorney, or his or her representative, any information he or she may acquire as to any criminal offense, but he or she shall not divulge to any other person, except as he or she may be required by law so to do, any information acquired by him or her except at the direction of the employer or client for whom the information was obtained.

(b) No licensee or officer, director, partner, manager, or employee of a licensee shall knowingly make any false report to his or her employer or client for whom information was being obtained.

(c) No written report shall be submitted to a client except by the licensee, qualifying manager, or a person authorized by one or either of them, and the person submitting the report shall exercise diligence in ascertaining whether or not the facts and information in

the report are true and correct.

(d) No licensee, or officer, director, partner, manager, or employee of a licensee, shall use a title, or wear a uniform, or use an insignia, or use an identification card, or make any statement with the intent to give an impression that he or she is connected in any way with the federal government, a state government, or any political subdivision of a state government.

(e) No licensee, or officer, director, partner, manager, or employee of a licensee, shall enter any private building or portion thereof, except premises commonly accessible to the public, without the consent of the owner or of the person in legal possession thereof.

(f) No private patrol licensee or officer, director, partner, manager, or employee of a private patrol licensee shall use or wear a badge, except while engaged in guard or patrol work and while wearing a distinctive uniform. A private patrol licensee or officer, director, partner, manager, or employee of a private patrol licensee wearing a distinctive uniform shall wear a patch on each shoulder of his or her uniform that reads "private security" and that includes the name of the private patrol company by which the person is employed or for which the person is a representative and a badge or cloth patch on the upper left breast of the uniform. All patches and badges worn on a distinctive uniform shall be of a standard design approved by the director and shall be clearly visible.

The director may assess a fine of two hundred fifty dollars (\$250) per violation of this subdivision.

(g) No licensee shall permit an employee or agent in his or her own name to advertise, engage clients, furnish reports or present bills to clients, or in any manner whatever conduct business for which a license is required under this chapter. All business of the licensee shall be conducted in the name of and under the control of the licensee.

(h) No licensee shall use a fictitious name in connection with the official activities of the licensee's business.

(i) No private patrol operator licensee or officer, director, partner, or manager of a private patrol operator licensee, or person required to be registered as a security guard pursuant to this chapter shall use or wear a baton or exposed firearm as authorized by this chapter unless he or she is wearing a uniform which complies with the requirements of Section 7582.27.

7582.27. (a) Any person referred to in subdivision (i) of Section 7582.26 who uses or wears a baton or exposed firearm as authorized pursuant to this chapter shall wear a patch on each arm that reads "private security" and that includes the name of the company by which the person is employed or for which the person is a representative. The patch shall be clearly visible at all times. The patches of a private patrol operator licensee, or his or her employees or representatives shall be of a standard design approved by the director.

(b) The director may assess a fine of two hundred fifty dollars (\$250) per violation of subdivision (a).

7582.28. (a) Any badge or cap insignia worn by a person who is a licensee, officer, director, partner, manager, or employee of a licensee shall be of a design approved by the director, and shall

bear on its face a distinctive word indicating the name of the licensee and an employee number by which the person may be identified by the licensee.

The provisions of this section shall not be construed to authorize persons to wear badges who are prohibited by Section 7582.26 from wearing badges.

(b) The director may assess a fine of two hundred fifty dollars (\$250) per violation of subdivision (a).

CALIFORNIA CODES
BUSINESS AND PROFESSIONS CODE
SECTION 7583-7583.46

7583. For purposes of this article, "licensee" means a licensed private patrol operator.

7583.1. (a) An applicant, or his or her manager, for a license as a private patrol operator shall have had at least one year of experience as a patrolperson, guard or watchman, or the equivalent thereof as determined by the director. An applicant shall substantiate the claimed year of qualifying experience and the exact details as to the character and nature thereof by written certifications from the employer, subject to independent verification by the chief as he or she may determine. In the event of inability of an applicant to supply the written certifications from the employer in whole or in part, applicants may offer other written certifications from other than employers substantiating employment for consideration by the chief.

(b) An individual who, upon the determination of the chief, has served in the armed services and possesses the proper skills may be eligible to take the private patrol operator licensing examination. In that case the chief may waive any other required training courses, as he or she determines. However, if the applicant fails the licensing examination, the chief may not thereafter waive completion of any required training courses.

7583.2. No person licensed as a private patrol operator shall do any of the following:

(a) Fail to properly maintain an accurate and current record of all firearms or other deadly weapons that are in the possession of the licensee or of any employee while on duty. Within seven days after a licensee or his or her employees discover that a deadly weapon that has been recorded as being in his or her possession has been misplaced, lost, or stolen, or is in any other way missing, the licensee or his or her manager shall mail or deliver to any local law enforcement agency that has jurisdiction, a written report concerning the incident. The report shall describe fully the circumstances surrounding the incident, any injuries or damages incurred, the identity of all participants, and whether a police investigation was conducted.

(b) Fail to properly maintain an accurate and current record of the name, address, commencing date of employment, and position of each employee, and the date of termination of employment when an employee is terminated.

(c) Fail to properly maintain an accurate and current record of proof of completion by each employee of the licensee of the course of training in the exercise of the power to arrest as required by Section 7583.5, the security officer skills training required by subdivision (b) of Section 7583.6, and the annual practice and review required by subdivision (E) of Section 7583.6.

(d) Fail to certify an employee's completion of the course of training in the exercise of the power to arrest prior to placing the employee at a duty station.

(e) Fail to certify proof of current and valid registration for each employee who is subject to registration.

(f) Permit any employee to carry a firearm or other deadly weapon without first ascertaining that the employee is proficient in the use of each weapon to be carried. With respect to firearms, evidence of proficiency shall include a certificate from a firearm training facility approved by the director certifying that the employee is proficient in the use of that specified caliber of firearm and a current and valid firearm qualification permit issued by the department. With respect to other deadly weapons, evidence of proficiency shall include a certificate from a training facility approved by the director certifying that the employee is proficient in the use of that particular deadly weapon.

(g) Fail to deliver to the director a written report describing fully the circumstances surrounding the discharge of any firearm, or physical altercation with a member of the public while on duty, by a licensee or any officer, partner, or employee of a licensee while acting within the course and scope of his or her employment within seven days after the incident. For the purposes of this subdivision, a report shall be required only for physical altercations that result in any of the following: (1) the arrest of a security guard, (2) the filing of a police report by a member of the public, (3) injury on the part of a member of the public that requires medical attention, or (4) the discharge, suspension, or reprimand of a security guard by his or her employer. The report shall include, but not be limited to, a description of any injuries or damages incurred, the identity of all participants, and whether a police investigation was conducted. Any report may be investigated by the director to determine if any disciplinary action is necessary.

(h) Fail to notify the bureau in writing and within 30 days that a manager previously qualified pursuant to this chapter is no longer connected with the licensee.

(i) Fail to administer to each registered employee of the licensee, the review or practice training required by subdivision (f) of Section 7583.6.

7583.3. No person required to be registered as a security guard pursuant to this chapter shall do any of the following:

(a) Fail to carry on his or her person, while on duty, a valid and current security guard registration card.

(b) Fail to carry on his or her person a valid and current firearms permit when carrying a firearm on duty.

(c) Carry or use a firearm unless he or she possesses a valid and current firearms permit issued pursuant to this chapter.

(d) Fail to report to his or her employer within 24 hours of the incident the circumstances surrounding any incident involving the discharge of any firearm in which he or she is involved while acting within the course and scope of his or her employment.

7583.4. Any person registered as a security guard or patrolperson shall deliver to the director a written report describing fully the circumstances surrounding any incident involving the discharge of any firearm in which he or she was involved while acting within the course and scope of his or her employment, within seven days after the incident. The report shall be made on a form prescribed by the director which shall include, but not be limited to, the following:

- (a) The name, address, and date of birth of the guard or patrolperson.
- (b) The registration number of the guard or patrolperson.
- (c) The firearm permit number and baton permit number of the guard or patrolperson, if applicable.
- (d) The name of the employer of the person.
- (e) The description of any injuries and damages that occurred.
- (f) The identity of all participants in the incident.
- (g) Whether a police investigation was conducted relating to the incident.
- (h) The date and location of the incident. Any report may be investigated by the director to determine if any disciplinary action is necessary.

A copy of the report delivered to the director pursuant to this section shall also be delivered within seven days of the incident to the local police or sheriff's department which has jurisdiction over the geographic area where the incident occurred.

7583.5. (a) Every licensee and any person employed and compensated by a licensee, other lawful business, or public agency as a security guard or patrolperson, and who in the course of that employment or business carries a firearm, shall complete a course of training in the exercise of the powers to arrest and a course of training in the carrying and use of firearms. This subdivision shall not apply to armored vehicle guards hired prior to January 1, 1977. Armored vehicle guards hired on or after January 1, 1977, shall complete a course of training in the carrying and use of firearms, but shall not be required to complete a course of training in the exercise of the powers to arrest. The course of training in the carrying and use of firearms shall not be required of any employee who is not required or permitted by a licensee to carry or use firearms. The course in the carrying and use of firearms and the course of training in the exercise of the powers to arrest shall meet the standards which shall be prescribed by the Department of Consumer Affairs. The department shall encourage restraint and caution in the use of firearms.

(b) No uniformed employee of a licensee shall carry or use any firearm unless the employee has in his or her possession a valid firearm qualification card.

7583.6. (a) A person entering the employ of a licensee to perform the functions of a security guard or a security patrolperson shall complete a course in the exercise of the power to arrest prior to being assigned to a duty location.

(b) Except for a registrant who has completed the course of training required by Section 7583.45, a person registered pursuant to this chapter shall complete not less than 32 hours of training in security officer skills within six months from the date the registration card is issued. Sixteen of the 32 hours shall be completed within 30 days from the date the registration card is issued.

(c) A course provider shall issue a certificate to a security guard upon satisfactory completion of a required course, conducted in accordance with the department's requirements. A private patrol operator may provide training programs and courses in addition to the training required in this section. A registrant who is unable to provide his or her employing licensee the certificate of satisfactory

completion required by this subdivision shall complete 16 hours of the training required by subdivision (b) within 30 days of the date of his employment and shall complete the 16 remaining hours within six months of his or her employment date.

(d) The department shall develop and approve by regulation a standard course and curriculum for the skills training required by subdivision (b) to promote and protect the safety of persons and the security of property. For this purpose, the department shall consult with consumers, labor organizations representing private security officers, private patrol operators, educators, and subject matter experts.

(e) The course of training required by subdivision (b) may be administered, tested, and certified by any licensee, or by any organization or school approved by the department. The department may approve any person or school to teach the course.

(f) (1) On and after January 1, 2005, a licensee shall annually provide each employee registered pursuant to this chapter with eight hours of specifically dedicated review or practice of security officer skills prescribed in either course required in Section 7583.6 or 7583.7.

(2) A licensee shall maintain at the principal place of business or branch office a record verifying completion of the review or practice training for a period of not less than two years. The records shall be available for inspection by the bureau upon request.

(g) This section does not apply to a peace officer as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code who has successfully completed a course of study in the exercise of the power to arrest approved by the Commission on Peace Officer Standards and Training. This section does not apply to armored vehicle guards.

(h) This section shall become operative on July 1, 2004.

7583.7. (a) The course of training in the exercise of the power to arrest may be administered, tested, and certified by any licensee or by any organization or school approved by the department. The department may approve any person or school to teach the course in the exercise of the power to arrest. The course of training shall be approximately eight hours in length and shall cover the following topics:

- (1) Responsibilities and ethics in citizen arrest.
- (2) Relationship between a security guard and a peace officer in making an arrest.
- (3) Limitations on security guard power to arrest.
- (4) Restrictions on searches and seizures.
- (5) Criminal and civil liabilities.
 - (A) Personal liability.
 - (B) Employer liability.
- (6) Trespass law.
- (7) Ethics and communications.
- (8) Emergency situation response, including response to medical emergencies.
- (9) Security officer safety.
- (10) Any other topic deemed appropriate by the bureau.

(b) The majority of the course shall be taught by means of verbal instruction. This instruction may include the use of a video presentation.

(c) The department shall make available a guidebook as a standard

for teaching the course in the exercise of the power to arrest. The department shall encourage additional training and may provide a training guide recommending additional courses to be taken by security personnel.

(d) Private patrol operators shall provide a copy of the guidebook described in subdivision (c) to each person that they currently employ as a security guard and to each individual that they intend to hire as a security guard. The private patrol operator shall provide the guidebook to each person he or she intends to hire as a security guard a reasonable time prior to the time the person begins the course in the exercise of the power to arrest.

(e) The bureau may inspect, supervise, or view the administration of the test at any time and without any prior notification. Any impropriety in the administration of the course or the test shall constitute grounds for disciplinary action.

(f) This section shall become operative on July 1, 2004.

7583.8. No employee of a licensee who performs the function of a security guard or security patrolperson shall be issued a registration card until there is proper certification by the instructor that the exercise of the power to arrest course has been taught and the employee's certification that the instruction was received has been delivered to the department. Except as provided in subdivision (f) of Section 7583.9, no security guard registration shall be issued until a criminal history background check has been completed pursuant to subdivision (e) of Section 7583.9 and a determination has been made by the bureau.

7583.9. (a) Upon accepting employment by a private patrol operator, any employee who performs the function of a security guard or security patrolperson who is not currently registered with the bureau, shall complete an application for registration on a form as prescribed by the director, and obtain two classifiable fingerprint cards for submission to the Department of Justice. The applicant shall submit the application, the registration fee, and his or her fingerprints to the bureau. The bureau shall forward the classifiable fingerprint cards to the Department of Justice. The Department of Justice shall forward one classifiable fingerprint card to the Federal Bureau of Investigation for purposes of a background check.

(b) If a private patrol operator pays the application fee on behalf of the applicant, nothing in this section shall preclude the private patrol operator from withholding the amount of the fee from the applicant's compensation.

(c) The licensee shall maintain supplies of applications and fingerprint cards that shall be provided by the bureau upon request.

(d) In lieu of classifiable fingerprint cards provided for in this section, the bureau may authorize applicants to submit their fingerprints into an electronic fingerprinting system administered by the Department of Justice. Applicants who submit their fingerprints by electronic means shall have their fingerprints entered into the system through a terminal operated by a law enforcement agency or other facility authorized by the Department of Justice to conduct electronic fingerprinting. The enforcement agency responsible for operating the terminal may charge a fee sufficient to reimburse it

for the costs incurred in providing this service.

(e) Upon receipt of an applicant's electronic or hard card fingerprints as provided in this section, the Department of Justice shall disseminate the following information to the bureau:

(1) Every conviction rendered against the applicant.

(2) Every arrest for an offense for which the applicant is presently awaiting trial, whether the applicant is incarcerated or has been released on bail or on his or her own recognizance pending trial.

(f) (1) The requirement in subdivision (a) to submit a fingerprint card does not apply to any of the following:

(A) A currently employed, full-time peace officer holding peace officer status under Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code.

(B) A level I or level II reserve officer under paragraphs (1) and (2) of subdivision (a) of Section 832.6 of the Penal Code.

(2) An individual listed in subparagraph (A) or (B) of paragraph (1) may immediately perform the functions of a security guard or security patrolperson provided that he or she has submitted an application, the applicable fees, and his or her fingerprints, if required to submit fingerprints pursuant to subdivision (a), to the bureau for a security guard registration.

(3) This subdivision does not apply to a peace officer required to obtain a firearm qualification card pursuant to Section 7583.12.

(g) Peace officers exempt from the submission of classifiable fingerprints pursuant to subdivision (f) shall submit verification of their active duty peace officer status to the bureau with their application for registration. A photocopy of the front and back of their peace officer identification badge shall be adequate verification.

(h) Peace officers exempt from the submission of classifiable fingerprints pursuant to subdivision (f) shall report a change in their active duty peace officer status to the bureau within 72 hours of the change in active duty peace officer status.

(i) (1) Peace officers exempt from obtaining a firearm qualification card pursuant to subdivision (c) of Section 7583.12 shall submit to the bureau with their application for registration a letter of approval from his or her primary employer authorizing him or her to carry a firearm while working as a security guard or security officer.

(2) For purposes of this section, "primary employer" means a public safety agency currently employing a peace officer subject to this section.

(j) In addition to the amount authorized pursuant to Section 7570.3, the bureau may impose an additional fee not to exceed three dollars (\$3) for processing classifiable fingerprint cards submitted by applicants excluding those submitted into an electronic fingerprint system using electronic fingerprint technology.

(k) An employee shall, on the first day of employment, display to the client his or her registration card if it is feasible and practical to comply with this disclosure requirement. The employee shall thereafter display to the client his or her registration card upon the request of the client.

7583.10. The application shall be verified and shall include all of the following:

(a) The full name, residence address, telephone number, and date of birth of the employee.

(b) The name, address, telephone number, and license number of the employer and the date the employment commenced.

(c) The signature of the employee and the employer's certification that the employee has received a course in the exercise of the power to arrest.

(d) A statement as to whether the employee has been convicted of a misdemeanor, excluding minor traffic violations.

(e) A statement as to whether the employee has been convicted of a felony.

(f) The application fee provided for in this chapter or the regulations adopted pursuant thereto, except as provided in Section 7583.9.

7583.12. (a) No employee of a licensee shall carry or use a firearm unless the employee has in his or her possession both of the following:

(1) A valid guard registration card issued pursuant to this chapter.

(2) A valid firearm qualification card issued pursuant to this chapter.

(b) Paragraph (2) of subdivision (a) shall not apply to a duly appointed peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, who meets all of the following:

(1) He or she has successfully completed a course of study in the use of firearms.

(2) He or she is authorized to carry a concealed firearm in the course and scope of his or her employment pursuant to subdivision (a) of Section 12027 of the Penal Code.

(3) He or she has proof that he or she has applied to the bureau for a firearms qualification card.

(c) (1) This section shall not apply to a duly appointed peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, who has written approval from his or her primary employer, as defined in paragraph (2) of subdivision (i) of Section 7583.9, to carry a firearm while working as a security guard or security officer.

(2) A peace officer exempt under this subdivision shall carry on his or her person a letter of approval from his or her primary employer authorizing him or her to carry a firearm while working as a security guard or security officer.

7583.13. (a) The bureau, upon receipt of a criminal offense record or record of a subsequent arrest from the Department of Justice, shall make an immediate determination of fitness of (1) applicants for registration under this article, or (2) applicants for firearm qualification cards, when information contained in the records of the Department of Justice makes this determination possible. Applications of those determined to be unfit shall be immediately denied.

(b) The bureau shall keep a current and accurate record of the individuals who have applied for and been denied registration under this article or a firearms qualification card. A list consisting of individual names and other pertinent identifying information may be made of those individuals who have been denied registration. The list may be updated bimonthly and made available to interested licensees and law enforcement agencies.

7583.14. (a) If the chief determines that an applicant's criminal history contains open arrest information, the chief shall issue a notice to the applicant allowing 45 days for the applicant to provide documentation concerning the disposition of the arrest or arrests.

(b) The notice shall be sent to the applicant at his or her last known residential address and shall provide sufficient information to assist the applicant in complying with the chief's request. If the applicant fails to respond within 45 days, the applicant's employment shall be automatically suspended until the bureau obtains the necessary documentation to approve or deny the application, or suspend the registration.

7583.15. If the director determines that continued employment of an applicant, firearms qualification cardholder, or registrant, in his or her current capacity, may present an undue hazard to the public safety, the licensee, upon proper notification from the director, shall suspend the applicant, firearms qualification cardholder, or registrant from employment in that capacity.

A registrant, firearms qualification card holder, or applicant may request a review by the Private Security Disciplinary Review Committee as set forth in Section 7581.3 to appeal the suspension.

7583.16. (a) The director may refuse to register any employee, or may suspend or revoke a previously issued registration, if the individual has committed any action which, if committed by a licensee, would be grounds for refusing to issue a license, or for the suspension or revocation of a license issued under this chapter.

(b) The denial of an application for registration under this article shall be in writing and shall describe the basis for the denial. The denial shall inform the applicant that if he or she desires a review by a disciplinary review committee to contest the denial, the review shall be requested of the director within 30 days following notice of the issuance of the denial.

7583.17. (a) Upon approval of an application for registration, the chief shall cause to be issued to the applicant at his or her last known residential address a registration card in a form approved by the director.

(b) A person may work as a security guard or security patrolperson pending receipt of the registration card if he or she has been approved by the bureau and carries on his or her person a hardcopy printout of the bureau's approval from the bureau's Web site and a valid picture identification.

(c) In the event of the loss or destruction of the card, the cardholder may apply to the bureau for a certified replacement of the card, stating the circumstances surrounding the loss, and pay a ten dollar (\$10) certification fee, whereupon the bureau shall issue a certified replacement of the card.

7583.18. A qualified manager who complies with Section 7582.22 is not required to register under this article.

7583.19. A licensee shall at all times be responsible for ascertaining that those of his or her employees who are subject to registration are currently registered or have made proper application for registration as provided in this article. A licensee may not have in his or her employment a person whose registration has expired or been revoked, denied, suspended, or canceled.

7583.20. (a) A registration issued under this chapter expires two years following the date of issuance or on the assigned renewal date.

Every security guard issued a registration under this chapter that expires on or after January 1, 1997, and who is also issued or renews a firearms qualification card on or after January 1, 1997, shall be placed on a cyclical renewal so that the registration expires on the expiration date of the firearms qualification card. Notwithstanding any other provision of law, the bureau is authorized to extend or shorten the first term of registration following January 1, 1997, and to prorate the required registration fee in order to implement this cyclical renewal. At least 60 days prior to the expiration, a registrant seeking to renew a security guard registration shall forward to the bureau a completed registration renewal application and the renewal fee. The renewal application shall be on a form prescribed by the director, dated and signed by the applicant, certifying under penalty of perjury that the information in the application is true and correct.

(b) The licensee shall provide to any employee information regarding procedures for renewal or registration.

(c) In the event a registrant fails to request a renewal of his or her registration as provided for in this chapter, the registration shall expire as indicated on the registration. If the registration is renewed within 60 days after its expiration, the registrant, as a condition precedent to renewal, shall pay the renewal fee and the delinquency fee.

(d) The delinquency fee is 50 percent of the renewal fee in effect on the date of expiration, but not less than twenty-five dollars (\$25).

(e) If the renewed registration card has not been delivered to the registrant prior to the expiration of the prior registration, the registrant may present evidence of renewal to substantiate continued registration for a period not to exceed 90 days after the date of expiration.

(f) A registration may not be renewed or reinstated unless a registrant meets both of the following requirements:

(1) All fines assessed pursuant to Section 7587.7 and not resolved in accordance with the provisions of that section have been paid.

(2) On and after July 1, 2005, the registrant certifies, on a form prescribed by the bureau, that he or she has completed the 32 hours of the training required by subdivision (b) of Section 7583.6.

7583.21. The registration of a security guard shall be automatically suspended if the guard is convicted of any crime which

is substantially related to the functions, duties, and responsibilities of a security guard. The automatic suspension shall be effectuated by the mailing of a notice of conviction and suspension of license to be sent by the bureau to the registered guard at his or her address of record. A copy of the notice shall be sent to the private patrol operator employing the guard with notice that the employer shall suspend any and all employment of the guard forthwith. The notice shall contain a statement of preliminary determination by the director or his or her designee that the crime stated is reasonably related to the functions, duties, and responsibilities of a security guard. Upon proper request by the guard, a hearing shall be convened within 60 days of the request, before the private security disciplinary review committee, as specified in Section 7581.3, for a determination as to whether the automatic suspension shall be made permanent or whether the registration shall be revoked or the guard otherwise disciplined.

In enacting this provision, the Legislature finds and declares that registered guards convicted of the commission of crimes reasonably related to the functions, duties, and responsibilities of a security guard shall be subject to automatic suspension of their license and that summary suspension is justified by compelling state interests of public safety and security within the meaning of the California Supreme Court's decision in *Eye Dog Foundation v. State Board of Guide Dogs for the Blind*, 67 Cal. 2d 536.

7583.22. (a) A licensee, qualified manager of a licensee, or security guard who, in the course of his or her employment, may be required to carry a firearm shall, prior to carrying a firearm, do both of the following:

(1) Complete a course of training in the carrying and use of firearms.

(2) Receive a firearms qualification card or be otherwise qualified to carry a firearm as provided in Section 7583.12.

(b) A licensee shall not permit an employee to carry or use a loaded or unloaded firearm, whether or not it is serviceable or operative, unless the employee possesses a valid and current firearms qualification card issued by the bureau or is so otherwise qualified to carry a firearm as provided in Section 7583.12.

(c) A pocket card issued by the bureau pursuant to Section 7582.13 may also serve as a firearms qualification card if so indicated on the face of the card.

(d) Paragraph (1) of subdivision (a) shall not apply to a peace officer as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, who has successfully completed a course of study in the use of firearms.

(e) This section shall become operative on January 1, 1998.

7583.23. The bureau shall issue a firearms permit when all of the following conditions are satisfied:

(a) The applicant is a licensee, a qualified manager of a licensee, or a registered uniformed security guard.

(b) A certified firearms training instructor has certified that the applicant has successfully completed a written examination prepared by the bureau and training course in the carrying and use of firearms approved by the bureau.

(c) The applicant has filed with the bureau a classifiable fingerprint card, a completed application for a firearms permit on a form prescribed by the director, dated and signed by the applicant, certifying under penalty of perjury that the information in the application is true and correct.

(d) The bureau has determined, after investigation, that the carrying and use of a firearm by the applicant, in the course of his or her duties, presents no apparent threat to the public safety, or that the carrying and use of a firearm by the applicant is not in violation of the Penal Code.

(e) The applicant has produced evidence to the firearm training facility that he or she is a citizen of the United States or has permanent legal alien status in the United States. Evidence of citizenship or permanent legal alien status shall be that deemed sufficient by the bureau to ensure compliance with federal laws prohibiting possession of firearms by persons unlawfully in the United States and may include, but not be limited to, Department of Justice, Immigration and Naturalization Service Form I-151 or I-551, Alien Registration Receipt Card, naturalization documents, or birth certificates evidencing lawful residence or status in the United States.

(f) The application is accompanied by the application fees prescribed in this chapter.

7583.24. (a) The bureau shall not issue a firearm permit if the applicant is prohibited from possessing, receiving, owning, or purchasing a firearm pursuant to Section 12021 or 12021.1 of the Penal Code or Section 8100 or 8103 of the Welfare and Institutions Code.

(b) Before issuing an initial firearm permit the bureau shall provide the Department of Justice with the name, address, social security number, and fingerprints of the applicant.

(c) The Department of Justice shall inform the bureau, within 60 days from receipt of the information specified in subdivision (b), of the applicant's eligibility to possess, receive, purchase, or own a firearm pursuant to Section 12021 or 12021.1 of the Penal Code or Section 8100 or 8103 of the Welfare and Institutions Code.

(d) An applicant who has been denied a firearm permit based upon subdivision (a) may reapply for the permit after the prohibition expires. The bureau shall treat this application as an initial application and shall follow the required screening process as specified in this section.

7583.25. (a) The bureau shall not renew a firearm permit if the applicant is prohibited from possessing, receiving, purchasing, or owning a firearm pursuant to Section 12021 or 12021.1 of the Penal Code or Section 8100 or 8103 of the Welfare and Institutions Code.

(b) Before renewing a firearm permit, the bureau shall provide the Department of Justice with the information necessary to identify the renewal applicant. No firearm permit shall be renewed if the expiration date of the permit is between October 1, 1993, and October 1, 1994, unless the application for renewal is also accompanied by a classifiable fingerprint card and the fingerprint processing fees for that card.

(c) The Department of Justice shall inform the bureau, within 30 days of receipt of the information specified in subdivision (b), of

the renewal applicant's eligibility to possess, receive, purchase, or own a firearm pursuant to Sections 12021 and 12021.1 of the Penal Code and Sections 8100 and 8103 of the Welfare and Institutions Code.

(d) An applicant who is denied a firearm permit renewal based upon subdivision (a) may reapply for the permit after the prohibition expires. The bureau shall treat this as an initial application and shall follow the screening process specified in Section 7583.24.

7583.26. (a) The Department of Justice may charge the bureau a fee sufficient to reimburse the department's costs for furnishing firearm eligibility information upon submission of the application for issuance or renewal of a firearm permit. The fee charged shall not exceed the actual costs for system development, maintenance, and processing necessary to provide this service.

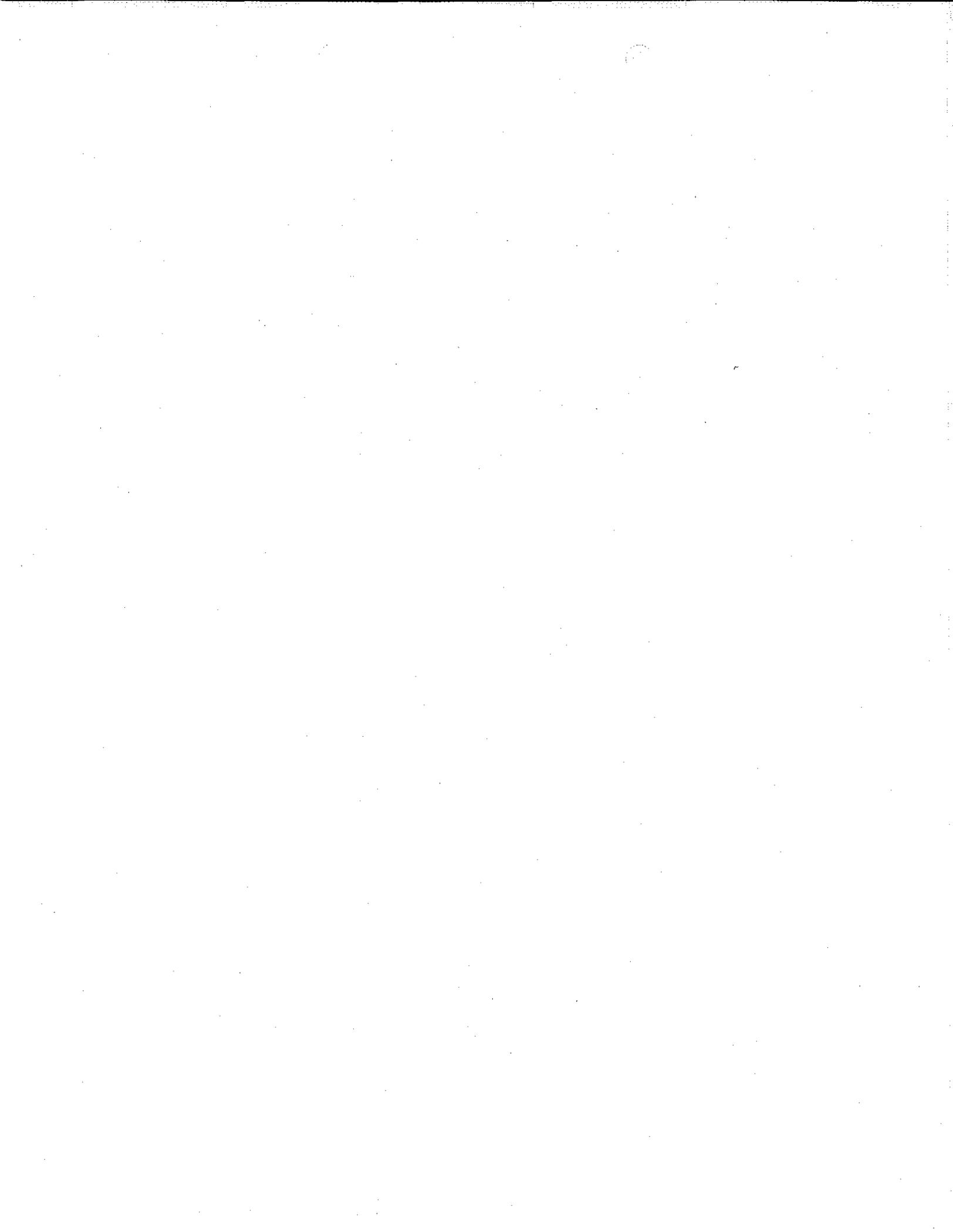
(b) The bureau shall collect the fee described in subdivision (a) for all initial and renewal applications for firearm permits.

7583.27. A firearm permit shall be automatically revoked if at any time the Department of Justice notifies the bureau that the holder of the firearm permit is prohibited from possessing, receiving, or purchasing a firearm pursuant to Sections 12021 and 12021.1 of the Penal Code or Sections 8100 and 8103 of the Welfare and Institutions Code. Following the automatic revocation, an administrative hearing shall be provided upon written request to the bureau in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

7583.28. If an applicant fails to complete his or her application within one year after it has been filed, the application shall be considered to be abandoned. An application submitted subsequent to the abandonment of the former application shall be treated as a new application.

7583.29. If a firearms permit is denied, the denial of the permit shall be in writing and shall describe the basis for the denial. The denial shall inform the applicant that if he or she desires a review by a disciplinary review committee to contest the denial, the review shall be requested of the director within 30 days following notice of the issuance of the denial. However, no review or hearing shall be granted to an individual who is otherwise prohibited by law from carrying a firearm.

7583.30. The firearms qualification card, if issued, shall be mailed to the applicant at the address which appears on the application. In the event of the loss or destruction of the card, the cardholder may apply to the bureau for a certified replacement of the card, stating the circumstances surrounding the loss, and pay a ten dollar (\$10) certification fee, whereupon the bureau shall issue



a certified replacement of the card.

7583.31. A firearms qualification card does not authorize the holder thereof to carry a pistol, revolver, or other firearm capable of being concealed upon the person in a concealed manner pursuant to Section 12050 of the Penal Code.

7583.32. (a) A firearms qualification card expires two years from the date of issuance, if not renewed. A person who wishes to renew a firearms qualification card shall file an application for renewal at least 60 days prior to the card's expiration. A person whose card has expired shall not carry a firearm until he or she has been issued a renewal card by the bureau.

(b) The bureau shall not renew a firearms qualification card unless all of the following conditions are satisfied:

(1) The cardholder has filed with the bureau a completed application for renewal of a firearms qualification card, on a form prescribed by the director, dated and signed by the applicant under penalty of perjury certifying that the information on the application is true and correct.

(2) The applicant has requalified on the range and has successfully passed a written examination based on course content as specified in the firearms training manual approved by the department and taught at a training facility approved by the bureau.

(3) The application is accompanied by a firearms requalification fee as prescribed in this chapter.

(4) The applicant has produced evidence to the firearm training facility, either upon receiving his or her original qualification card or upon filing for renewal of that card, that he or she is a citizen of the United States or has permanent legal alien status in the United States. Evidence of citizenship or permanent legal alien status is that deemed sufficient by the bureau to ensure compliance with federal laws prohibiting possession of firearms by persons unlawfully in the United States and may include, but not be limited to, Department of Justice, Immigration and Naturalization Service Form I-151 or I-551, Alien Registration Receipt Card, naturalization documents, or birth certificates evidencing lawful residence or status in the United States.

(c) An expired firearms qualification card may not be renewed. A person with an expired registration is required to apply for a new firearms qualification in the manner required of persons not previously registered. A person whose card has expired shall not carry a firearm until he or she has been issued a new firearms qualification card by the bureau.

7583.33. (a) Any licensee, qualified manager, or a registered uniformed security guard who wishes to carry a baton in the performance of his or her duties, shall qualify to carry the weapon pursuant to Article 5 (commencing with Section 7585).

(b) Subdivision (a) does not apply to a peace officer as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code who has successfully completed a course of study in the use of batons.

7583.34. A licensee shall not permit any employee to carry a baton prior to ascertaining that the employee is proficient in the use of the weapon. Evidence of proficiency shall include a certificate from a baton training facility approved by the bureau which certifies that the employee is proficient in the use of the baton.

7583.35. Every licensee, qualified manager, or a registered uniformed security guard, who in the course of his or her employment carries tear gas or any other nonlethal chemical agent, shall complete the required course pursuant to Section 12403.5 of the Penal Code.

7583.36. A licensee shall not permit any employee to carry tear gas or any other nonlethal chemical agent prior to ascertaining that the employee is proficient in the use of tear gas or other nonlethal chemical agent. Evidence of proficiency shall include a certificate from a training facility approved by the Department of Consumer Affairs, Bureau of Security and Investigative Services that the person is proficient in the use of tear gas or any other nonlethal chemical agent.

7583.37. The director may assess fines as enumerated in Article 7 (commencing with Section 7587). Assessment of administrative fines shall be independent of any other action by the bureau or any local, state, or federal governmental agency that may result from a violation of this article. In addition to other prohibited acts under this chapter, no licensee, qualified manager, or registered security guard shall, during the course and scope of licensed activity, do any of the following:

(a) Carry any inoperable, replica, or other simulated firearm.

(b) Use a firearm in violation of the law, or in knowing violation of the standards for the carrying and usage of firearms as taught in the course of training in the carrying and use of firearms.

Unlawful or prohibited uses of firearms shall include, but not be limited to, the following:

(1) Illegally using, carrying, or possessing a dangerous weapon.

(2) Brandishing a weapon.

(3) Drawing a weapon without proper cause.

(4) Provoking a shooting incident without cause.

(5) Carrying or using a firearm while on duty while under the influence of alcohol or dangerous drugs.

(6) Carrying or using a firearm of a caliber for which a firearms permit has not been issued by the bureau.

(c) Carry or use a baton in the performance of his or her duties, unless he or she has in his or her possession a valid baton certificate issued pursuant to Section 7585.14.

(d) Carry or use tear gas or any other nonlethal chemical agent in the performance of his or her duties unless he or she has in his or her possession proof of completion of a course in the carrying and use of tear gas or any other nonlethal chemical agent.

(e) Carry a concealed pistol, revolver, or other firearm capable of being concealed upon the person unless one of the following circumstances applies:

(1) The person has been issued a permit to carry a pistol, revolver, or other firearm capable of being concealed upon the person in a concealed manner by a local law enforcement agency pursuant to Section 12050 of the Penal Code.

(2) The person is employed as a guard or messenger of a common carrier, bank, or other financial institution and he or she carries the weapon while actually employed in and about the shipment, transportation, or delivery of any money, treasure, bullion, bonds, or other thing of value within this state, as specified in subdivision (e) of Section 12027 of the Penal Code.

(3) The person is an honorably retired peace officer authorized to carry a concealed firearm pursuant to subdivision (a) or (i) of Section 12027 of the Penal Code.

(4) The person is a duly appointed peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, who is authorized to carry a concealed firearm in the course and scope of his or her employment pursuant to subdivision (a) of Section 12027 of the Penal Code.

7583.38. A city, county, or city and county may regulate the uniforms and insignias worn by uniformed employees of a private patrol operator and vehicles used by a private patrol operator to make the uniforms and vehicles clearly distinguishable from the uniforms worn by, and the vehicles used by, local regular law enforcement officers.

7583.39. No private patrol operator who employs a security guard who carries a firearm as part of his or her duties shall engage in any of the practices for which he or she is required to be licensed by this chapter, unless he or she maintains an insurance policy as defined in Section 7583.40.

7583.40. "Insurance policy," as used in this article, means a contract of liability insurance issued by an insurance company authorized to transact business in this state which provides minimum limits of insurance of five hundred thousand dollars (\$500,000) for any one loss due to bodily injury or death and five hundred thousand dollars (\$500,000) for any one loss due to injury or destruction of property.

7583.41. Proof that a licensee maintains an insurance policy as required by this article shall be provided by the licensee to the bureau upon demand.

7583.42. The failure of a private patrol operator to maintain an insurance policy as required by this article shall constitute grounds for the suspension of the private patrol operator's license.

7583.45. (a) After July 1, 2000, every security guard working on

the property of a public K-12 school district or community college district pursuant to a contract with a private licensed security agency who works more than 20 hours per week, shall complete a course of training developed no later than July 1, 1999, by the Bureau of Security and Investigative Services of the Department of Consumer Affairs. The course shall be developed in consultation with the Commission on Peace Officer Standards and Training.

(b) No security guard required to register pursuant to this chapter who completes the course of training specified in subdivision (a) shall be hired on contract to work or shall continue to work as a school security officer on the property of a K-12 or community college school district after July 1, 2000, unless both of the following conditions are met:

(1) (A) The applicant or contracted employee has submitted two copies of his or her fingerprints on forms or electronically, as prescribed by the Department of Justice, to the Bureau of Security and Investigative Services of the Department of Consumer Affairs. The Bureau of Security and Investigative Services of the Department of Consumer Affairs shall submit the fingerprints to the Department of Justice, which shall submit one copy of the fingerprints to the United States Federal Bureau of Investigation.

(B) An applicant or contracted employee who holds a permanent registration with the Bureau of Security and Investigative Services as a security guard need only submit one copy of his or her fingerprints, which copy shall be submitted to the United States Federal Bureau of Investigation.

(C) An applicant or contracted employee who is registered by the Bureau of Security and Investigative Services, and who holds a firearms qualification card as specified in Section 7583.22, is exempt from the requirements of this subdivision.

(2) The applicant or contracted employee has been determined not to be prohibited from employment by a K-12 school district pursuant to Sections 44237 and 45122.1 of the Education Code or legally prohibited from employment by a community college, and had been determined by the Department of Justice not to be a person prohibited from possessing a firearm if the applicant is required to carry a firearm.

The Department of Justice may participate in the National Instant Criminal Background Check System (NICS) in lieu of submitting fingerprints to the United States Federal Bureau of Investigation in order to meet the requirements of this subdivision relating to firearms.

(c) For the purposes of this section, "security guard" means any person primarily employed or assigned to provide security services as a watchperson, security guard, or patrolperson on or about premises owned or operated by a school district to protect persons or property, to prevent the theft or unlawful taking of district property of any kind, or to report any unlawful activity to the district and local law enforcement agencies.

7583.46. (a) (1) It shall be a violation of Section 1102.5 of the Labor Code for a private patrol operator to discharge, demote, threaten, or in any manner discriminate against an employee in the terms and conditions of his or her employment, for disclosing information or causing information to be disclosed, to a government or law enforcement agency, when the information is related to conduct proscribed in this chapter.

(2) A private patrol operator who intentionally violates this

subdivision shall be liable in an action for damages brought against him or her by the injured party.

(b) A person who believes that he or she has been discharged, demoted, threatened, or in any other manner discriminated against in the terms and conditions of his or her employment, because that person disclosed or caused information to be disclosed to a government or law enforcement agency, may bring a claim against the private patrol operator within three years of the date of the discharge, demotion, threat, or discrimination.

(c) Neither the bureau nor the department is responsible for resolving claims under this section.

CALIFORNIA CODES
BUSINESS AND PROFESSIONS CODE
SECTION 7585-7585.20

7585. The course of training in the carrying and usage of firearms, the satisfactory completion of which shall be required of applicants who wish to obtain a firearms qualification card, shall be in the format prescribed by the Department of Consumer Affairs as delineated in the bureau's "Firearms Training Manual." The course of training contained in the manual shall include, but not be limited to, the following:

- (a) Moral and legal aspects of firearms usage.
- (b) Firearms nomenclature and maintenance.
- (c) Weapon handling and shooting fundamentals.
- (d) Emergency procedures.
- (e) Prequalification range training, including the firing of practice rounds.
- (f) Qualification course of fire.
- (g) Examination which has been provided by the bureau of the subject matter taught.

7585.1. For purposes of this article, "firearms course" means the firearms training course as outlined in Section 7585.

7585.2. The firearms requalification course shall consist of the successful completion of a firearms requalification course approved by the bureau.

7585.3. (a) Any institution, firm, or individual wishing the approval of the bureau to offer the firearms course shall complete an application for certification as a firearms training facility. The application shall be in a form prescribed by the chief and shall include, but not be limited to, the following information:

- (1) The name, business address, and telephone number of the institution, firm, or individual.
- (2) A detailed description of the places, days, and times the course will be offered.
- (3) An estimate of the minimum and maximum class size.
- (4) The location and description of the range facilities.
- (5) The name or names of the firearms training instructors who will teach the course who have been certified by the bureau, and their certificate numbers, if available.

(b) The application shall be accompanied by the fee prescribed in this chapter.

7585.4. Upon approval by the bureau of a firearms training facility, the chief shall issue to the facility a "Firearms Training Facility Certificate." The certificate is valid only when the firearms training facility has in its employ a firearms training instructor who has been certified by the bureau. The certificate

shall be posted in a conspicuous place at the facility.

7585.5. (a) Any individual who desires certification by the bureau to instruct a firearms course shall complete an application for a firearms training instructor certificate. An application shall be made on a form provided by the bureau.

(b) An applicant for a firearms training instructor certificate shall meet the following minimum qualifications:

(1) Possess an associate of arts degree in the administration of justice or one year of teaching or training experience in firearms or the equivalent thereof.

(2) Possess a police or security firearms instructor training certificate issued by the National Rifle Association or a firearms instructor training certificate issued by a federal, state, or local agency.

(c) The application shall be accompanied by the fee prescribed in this chapter.

(d) Upon approval by the bureau of an applicant for certification as a firearms training instructor, the chief shall issue to the applicant a "Firearms Training Instructor Certificate." The certificate shall be posted at the training site.

7585.6. (a) All firearms course material provided to the certificate holder in the "Firearms Training Manual" issued by the bureau shall be covered in each class session. Any course textbook or manual developed to be used by a firearm training facility as a course in the carrying and usage of firearms shall include the aspects of employee restraint and defensive missions of security guards in addition to following the format delineated in the bureau's "Firearms Training Manual" and shall be examined and approved by the bureau prior to use. Once the bureau has approved the textbooks or manuals, all firearm training facilities shall be required to instruct in accordance with one of the textbooks or manuals. In no event shall the class instruction total less than eight hours for the initial firearms qualification.

The range instruction for the initial firearms qualification shall not exceed eight hours and shall cover the following subjects:

- (1) Range safety and procedure.
- (2) Demonstration and dry firing.
- (3) Practice rounds.
- (4) Qualification firing.

(b) If a person fails to successfully complete the range instruction, that person may, at the discretion of the firearms training facility, continue range instruction for an additional eight hours. However, the person shall, in order to receive a firearms qualification card, be required to successfully pass the range instruction within 30 days of the passage of the classroom instruction.

(c) Prior to range instruction a person shall participate in the classroom instruction and pass a bureau-developed examination of the subject matter with a minimum score of 85 percent. If a person fails to pass the written examination, he or she shall once more participate in the entire classroom instruction prior to retaking the examination. In no event shall a firearm instructor review the examination question by question with a person, allow a person to review the examination questions and answers, or in any manner assist

a person with the examination.

7585.7. (a) Each firearms training facility shall be required to retain for two years the following information regarding each student:

- (1) The student's name.
- (2) The date of course completion.
- (3) Any information regarding the passage or failure of the firearms training course.
- (4) The instructor's name.
- (5) The make and caliber of the qualifying weapon.
- (6) The range scores.
- (7) The written examination scores.

(b) Records shall be made available for examination by the bureau on demand.

(c) Each firearm training facility shall have a written procedure for the security of the written examination which shall be made available for inspection by the bureau on demand.

7585.8. (a) Each firearm training facility shall, prior to allowing any person to participate in the course of training in the carrying and usage of firearms, verify and certify on the firearms qualification application that they have seen documentation verifying that the person to whom they are providing firearms training is a citizen of the United States or possesses permanent legal alien status in the United States in accordance with Sections 7583.23 and 7596.7.

(b) During calendar year 1985, each firearm training facility shall, prior to allowing any person to participate in the regualification course in the carrying and usage of firearms, verify and certify on the firearm regualification application that they have seen documentation verifying that the person to whom they are providing firearms training is a citizen of the United States or possesses permanent legal alien status in the United States in accordance with Sections 7583.32 and 7596.3.

7585.9. (a) The course of training in the carrying and usage of the baton, the satisfactory completion of which shall be required of applicants who wish to obtain a baton permit, shall be in the format prescribed by the Department of Consumer Affairs as delineated in the bureau's "Baton Training Manual." The course of training contained in the manual shall include, but not be limited to, the following subjects:

- (1) Moral and legal aspects of baton usage.
- (2) Use of force.
- (3) Baton familiarization and uses.
- (4) First aid for baton injuries.
- (5) Fundamentals of baton handling.
 - (A) Stances and grips.
 - (B) Target areas.
 - (C) Defensive techniques.
 - (D) Control techniques.
 - (E) Arrest and control techniques.
- (6) Examination of the subject matter as taught in the classroom

and as provided by the bureau.

(b) The baton training outline distributed by the Department of Justice shall be recognized as an approved outline for the baton training course until January 1, 1984, or until the bureau distributes the "Baton Training Manual."

7585.10. For purposes of this article "a baton course" means the baton training course as outlined in Section 7585.9.

7585.11. (a) Any institution, firm, or individual wishing approval of the bureau to offer the baton course shall complete an application for certification as a baton training facility. The application shall be in a form prescribed by the chief and shall include, but not be limited to, all of the following information:

- (1) The name, business address, and telephone number of the institution, firm or individual.
- (2) A detailed description of the places, days, and times the course will be offered.
- (3) An estimate of the minimum and maximum class size.
- (4) Location and description of the facilities.
- (5) The name or names of the baton instructors who will teach the course who have been certified by the bureau, and their certificate numbers if available.

(b) The application shall be accompanied by the fee prescribed in this chapter.

(c) No approval shall be given, and no certification shall be issued, to a baton training facility until a baton training instructor who has been certified by the bureau has been approved to teach the course.

(d) Upon approval by the bureau of a baton training facility, the chief shall issue to the facility a "Baton Training Facility Certificate." The certificate is valid only when the baton training facility has in its employ a baton training instructor who has been certified by the bureau. The certificate shall be posted in a conspicuous place at the facility.

7585.12. Any individual who desires certification by the bureau to instruct the baton course shall complete an application for a baton training instructor certificate. An application shall be made on a form provided by the bureau.

An applicant for a baton training instructor certificate shall meet the following minimum qualifications:

- (a) Possess an associate of arts degree in the administration of justice or the equivalent thereof.
- (b) Possess a baton instructor certificate issued by a federal, state, or local agency or one year of verifiable baton teaching or training experience or the equivalent thereof to be determined by the chief.
- (c) The application shall be accompanied by the fee prescribed in this chapter.
- (d) Upon approval by the bureau of an applicant for certification as a baton training instructor, the chief shall issue to the applicant a "Baton Training Instructor Certificate." The certificate shall be posted at the baton training site.

7585.13. All baton course material provided to the certificate holder in the "Baton Training Manual," issued by the bureau shall be covered in each class session. In no event shall the class instruction for the course required for baton certification total less than eight hours.

7585.14. (a) A baton training facility shall issue a bureau-developed baton permit to any person who successfully completes a baton training course as described in Section 7585.9 and possesses a valid security guard registration card issued pursuant to Article 4 (commencing with Section 7583) or who has made application for that registration card. The permit is valid only when the holder possesses a valid guard registration card.

(b) The bureau shall issue baton permits to a baton training facility, in good standing, upon request and upon payment of the fees as set forth in this chapter.

(c) Each baton training facility shall submit to the bureau, on forms as prescribed by the director, no later than five working days following the issuance of a permit for each person, the name, address, bureau registration or license number, date of birth, and baton permit number of each person issued a permit.

7585.15. (a) Each baton training facility shall be required to retain for two years the following information regarding each student:

(1) The student's name.

(2) The date of course completion.

(3) Any information regarding the passage or failure of the baton training course.

(4) The instructor's name.

(5) Written examination scores.

(b) Records shall be made available for examination by the bureau on demand.

(c) Each baton training facility shall have a written procedure for the security of the examinations and the baton certificates which shall be made available for inspection by the bureau on demand.

7585.16. In the event of the loss, theft, or destruction of a baton permit, a permit holder may request the bureau to issue a replacement permit. The request shall be in writing, shall state the circumstances surrounding the loss, theft, or destruction of the permit and the name of the instructor, training facility, and date of instruction relating to the issuance of the original baton permit. The request shall be accompanied by a five dollar (\$5) replacement fee. The bureau may issue a replacement baton permit upon verification of successful baton training.

7585.17. Each firearms training facility or baton training facility

shall notify the bureau within five working days whenever any training instructor certified by the bureau is employed or ceases to be employed with the training facility.

7585.18. Each firearms training facility, firearms training instructor, baton training facility, or baton training instructor shall report to the bureau the name of any person who, while taking the course, demonstrated that the carrying and usage of a firearm or the carrying and usage of a baton by that person would present an undue hazard to the safety of the public. The report shall contain the name and address of the student, the name of the student's employer, if available, and the reasons or specific incident which caused the certificate holder to make the report. All substantiating documents, including, but not limited to, an affidavit from the instructor regarding the incident, or reasons, shall be included in the report.

7585.19. (a) The chief may refuse to issue or may cancel a previously issued firearms training facility certificate, firearms training instructor certificate, baton training facility certificate, or baton training instructor certificate, or may assess fines pursuant to Section 7587.7, on the grounds that one or more instructors have done any of the following:

(1) Failed to maintain the records required by Section 7585.7 or 7585.15.

(2) Failed to submit the records to the bureau as required by Section 7585.14.

(3) Given inaccurate instructions regarding the laws of California and the regulations of the bureau, including, but not limited to, the necessity of an individual to possess a valid firearms qualification card issued by the bureau prior to carrying any firearm; or the necessity of an individual to possess a valid baton permit issued by the bureau prior to carrying any baton.

(4) Used improper caution while instructing students, so as to endanger the safety of students.

(5) Failed to instruct completely in accordance with the bureau's "Firearms Training Manual" as required by Section 7585.6.

(6) Failed to instruct completely in accordance with the bureau's "Baton Training Manual" as required by Section 7585.9.

(7) Allowed a noncertified instructor to teach any portion of the firearms course, including range qualification. This does not include range coaches employed to assist the instructor.

(8) Allowed a noncertified instructor to teach any portion of the baton course.

(9) Falsified any application for registration, firearms qualification card, firearms requalification permit, or baton certificate.

(10) Failed to inform the bureau of any range or classroom incident as required by Section 7585.18.

(11) Failed to notify the bureau of any change of employment pursuant to Section 7585.17.

(12) Made any false statement of fact required to be revealed in the application for certification as a firearms training facility or as a firearms training instructor.

(b) Fines shall not be assessed on firearms training facilities

which are a part of the California community college system.

7585.20. (a) A firearms training facility certificate, a firearms training instructor certificate, a baton training facility certificate, or a baton training instructor certificate which expires on or after January 1, 1985, shall be placed on a cyclical renewal and shall expire two years following the date of issuance or assigned renewal date. In order to implement the cyclical renewal, the population of licensees mentioned in this section shall be divided into 24 equal groups, the licenses of each group to expire on the last day of each successive month. Notwithstanding any other provision of law, the bureau shall have authority to extend or shorten the first term of licensure following January 1, 1985, and to prorate the required license fee in order to implement this cyclical renewal. To renew an unexpired certificate, the certificate holder shall apply for renewal on a form prescribed by the director and pay the renewal fee prescribed by this chapter.

(b) If renewal is granted, evidence of renewal of the certificate that the director may prescribe shall be issued to the certificate holder.

(c) In the event the certificate holder fails to renew his or her training facility certificate, the certificate shall be automatically canceled, but may be reinstated within three years of the date of cancellation upon application for reinstatement and upon the payment of the reinstatement fee provided by this chapter. In the event the certificate holder fails to renew his or her training instructor certificate, the certificate shall be automatically canceled, but may be reinstated within 30 days of the date of cancellation upon application for reinstatement and upon the payment of the reinstatement fee provided by this chapter. Reinstatement of a canceled certificate shall not prohibit the bringing of disciplinary proceedings for any act committed in violation of this chapter during the period the certificate is canceled.

(d) A firearms training facility, a firearms training instructor, a baton training facility, or a baton training instructor whose certificate has not been renewed may obtain a new license only upon compliance with all of the provisions of this article relating to the issuance of an original certificate.

(e) A firearms training facility, firearms training instructor, baton training facility, or a baton training instructor certificate shall not be renewed until any and all fines assessed pursuant to Section 7587.7 and not resolved in accordance with the provisions of that section have been paid.

Exhibit C

	Admiral Security Services, Inc.	
	Legal Division	Service Agreement
	Department	Client Relations
	Address	6536 Telegraph Ave, Suite B204 Oakland, CA 94609

SERVICE AGREEMENT

THIS SERVICE AGREEMENT dated the 1st day of May, 2008

BETWEEN:

the "Customer"

 _____, CA

the "Service Provider"

Admiral Security Services, Inc.
 6536 Telegraph Ave.
 Suite B204
 Oakland, CA, 94609

Service Type: Onsite mobile Armed security officer + Patrol vehicle

the "Site"

Santee Dr. Neighborhood

San Jose, CA

the "Dates of Service"

6PM -- 2AM / 8PM -- 4AM
 7 days a week
 5/1/2008 - 4/30/2010

1.) Terms of Service

The Service Provider agrees to provide security services to the Customer at the Site on the specified Dates of Service. The Service Provider has the necessary qualifications, experience and abilities to provide security services in connection with the aforementioned business.

2.) Engagement

The customer understands that there are no guarantees that the Service Provider can prevent crimes, fires, accidents, solve crimes or resolve protection problems. In consideration of the provisions herein stated the Service Provider and its agents agree to provide their services to the fullest extent possible.

3.) Agreement of Fees

Services provided to the customer will be at the rate of \$25.99 per hour. Unit rate will be prorated based on the amount of security hours provided per period per unit share. Details of payment are indicated on invoices. Billing will be bi-weekly, terms are net 14 days. There will be a 2.5% weekly late penalty assessed if payment is past due.

The Service Provider and the Customer agree to provide such services on the terms and conditions as set out in this agreement. In Witness whereof the parties have duly executed this service agreement.



Mohamed S. Ahmed
 Admiral Security Services, Inc.

 Print Name:
Walnut Woods Property Owner

	Admiral Security Services, Inc.	
	Legal Division	Service Agreement
	Department	Client Relations
	Address	6536 Telegraph Ave. Suite B204 Oakland, CA 94609

SERVICE AGREEMENT

THIS SERVICE AGREEMENT dated this 1st day of May, 2008

BETWEEN:

Walnut Woods Property Owner

(the "Customer")

AND -

Admiral Security Services, Inc.
 6536 Telegraph Ave.
 Suite B204
 Oakland, CA 94609
 (the "Service Provider")

Service Type: Onsite armed security services

BACKGROUND:

1. The Customer carries on a business primarily consisting of property management.
2. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide security services in connection with the aforementioned business.
3. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Engagement

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of onsite mobile armed patrol officers, and such other services as the Customer and the Service Provider may agree upon from time to time as set forth in this agreement and Addendum B (collectively the "Services"), and the Service Provider hereby agrees to provide the Services to the Customer.
 - a. The Customer understands that there are no guarantees that the Service Provider can prevent crimes, fires, accidents, solve crimes or resolve protection problems. In consideration of provisions herein stated the Service Provider and its agents agree in good faith to use reasonable efforts to provide their services to the fullest extent possible.

Term of Agreement

2. The term of this Agreement shall be in effect from the 1st of May 2008 to commence service 05/1/2008. The terms of this agreement shall continue for a minimum of two years, the agreement will be subject to automatic annual renewal. This Agreement will remain in full force until cancellation for reasonable cause or whereby either party provides 30 day written notice. If the Agreement is cancelled for cause, either party may cancel the Agreement immediately upon written notification given probable cause.
 - a. This Agreement shall be in force for two years. There shall be a mandatory review after six months to assess all issues pertaining to this Agreement. Based on the fact that there is no outstanding matters the Agreement shall automatically renew unless written notice is provided by either party 30 days prior to the proposed termination date of the Agreement unless termination for the cause provisions are exercised and identified in other provisions of this Agreement.

Performance

3. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect. The Customer will receive the agreed services. The Customer agrees to cooperate in maintaining building security by complying with reasonable requests made by the Service Provider in its efforts to fulfill this Agreement.
The Service Provider shall comply with the general procedures document listed in Addendum B.

[See Addendum B]

Insurance

4. The Service Provider is not an insurer, and the amounts payable to the Service Provider under this Agreement are based upon the value of the Services rendered and are unrelated to the value of the Customer's property or the property of others. Unless otherwise stated in this Agreement, the Service Provider shall not be responsible for failure to perform this Agreement due to any cause beyond the Service Provider's control or for any consequential or special damages, except where such failure, cause or damages are a result of the Service Provider's gross

negligence or willful misconduct. The Service Provider's liability under this Agreement shall be limited to the following insurance coverage, evidence of which will be furnished to the Customer upon written request:

- a. Worker's Compensation Insurance covering all security officers and administrative personnel engaged in the furnishings of Services under this agreement.
- b. General Liability Coverage in the amount of \$500,000.00 per occurrence. Employee Dishonesty Bond of \$100,000.00 is also included in the Liability Coverage.

Compensation

5. For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation in the following manner as set forth in this Agreement and Addendum A. The Service Provider will invoice the Customer on a weekly basis for onsite Services and on a monthly basis for patrol and alarm services should they be provided. Invoices will be mailed, emailed, faxed or delivered to such office as the Customer may direct. The Customer agrees to pay reasonable attorney fee's, which may be incurred to collect any unpaid invoices or to enforce any other terms of this agreement.

[See Addendum A]

Late Penalties

6. The following penalties will be imposed on the Customer for failing to pay the Service Provider in a timely fashion. Interest shall accrue after the account has gone past due as set forth in Addendum A. Accounts are to be paid in full as per the terms of payment. Interest shall be set at 2.5% and accrued on a weekly basis.

Legal Expenses

7. In the event that legal action is brought to enforce or construe any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damage or awards, all reasonable legal costs and fees associated with the action.

Notice

8. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally, by email, by facsimile or by registered mail. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

Walnut Woods Property Owner

Phone: () _____

E-Mail: _____

- b. **Admiral Security Services, Inc.**
6536 Telegraph Ave.
Suite B204

Oakland, CA. 94609
Fax: 510.291.9851
E-Mail: mahmed@admiralsecurityservices.com

Confidentiality

9. The Service Provider acknowledges that a material term of the Agreement with the Customer is to keep all confidential information belonging to the Customer absolutely confidential and protect its release to the public. The Service Provider agrees not to divulge, reveal, report or use for any purpose, any confidential information which the Service Provider has obtained or which was disclosed to the Service Provider by the Customer. The obligation to protect the confidentiality of the Customer's confidential information will survive the termination of this Agreement and will continue indefinitely.
- a. The Service Provider may disclose any of the confidential information:
 - i. to a third party where the Customer has consented in writing to such disclosure; and
 - ii. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body. However, the Service Provider will first have given immediate written notice to the Customer of any possible or prospective order (or proceeding pursuant to which any order may result) within forty eight (48) hours of receipt of such request, requirement, or order, the Customer will have been afforded a reasonable opportunity to prevent or limit any disclosure.

Assignment

10. This Agreement is a professional one, being entered into in reliance upon and in consideration of the skills and qualifications of the Service Provider. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

11. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.
- a. The Customer shall not engage in the recruiting, hiring, referring, passing on information or outsourcing of the Service Provider's employees without the express written consent of the Service Provider.

12. Modification of Agreement

13. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Termination of Agreement

14. The Service Provider reserves the right to terminate this Agreement immediately upon default by the client in the payment of any monies due hereunder, to perform, comply with, or fulfill any of the provisions of this Agreement; or if at any time during the term of this Agreement there shall be filed by or against the Customer in any court, pursuant to any statute, either of the United States, or of any state, territory or possession, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver to receive all or a portion of the Customer's property, or if the Customer makes an assignment for the benefit of creditors. Parties also reserve the right to termination as set forth elsewhere in this Agreement.

Governing Law

15. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement (Pages 1 – 7) this 1st day of May, 2008.

Per: _____ (SEAL)

Print Name: _____

Walnut Woods Property Owner

Authorized Agent



Admiral Security Services, Inc.

Authorized Agent :

Mohamed Ahmed

Business Development

ADDENDUM A

BILLING AGREEMENT

1. The Service Provider has proposed and the Customer has accepted the following pricing terms:
 - a. The Standard Rate of \$25.99 an hour for armed mobile onsite security, rate shall be pro-rated per billing period to unit share and security hours provided.
2. The Customer agrees to pay per the above conditions for each hour of onsite security officer support. The Customer will pay an overtime premium of time and a half for each hour of onsite security officer support on holidays as set forth below and when additional hours are above and beyond regularly scheduled coverage, as set forth in Addendum C. These fees include payment for all the above mentioned Services.
 - a. The holiday rates shall apply to the following legally declared National, State or Local holidays:

New Year's Day	Fourth of July
Martin Luther King, Jr. Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
3. Terms of payment are NET 14. Invoicing by the Service Provider will occur once a month and the Customer agrees to pay in full within 14 days. Checks mailed should be post marked no later than 14 days from the date of the invoice.

Available methods of payment:

- Cashier's check
- Money Order
- Company Check
- Credit Card: VISA, Master Card or American Express

Payments are to be made as directed in the Service Agreement.

4. In the event that this Agreement shall be terminated, parties agree that Payment made by customer to Service Provider shall be prorated accordingly.

ADDENDUM B

General Duties of Security Officer

The service Provider shall provide Services to the Customer between the hours of 6:00PM and 2:00 AM for the first two officer, when applicable 8:00PM to 4:00AM when there is four officers and in addition to any other security hours requested by the customer. The services shall include when applicable, but are not limited to, the following:

- Provide highly visible foot and vehicle patrol coverage on an hourly and as needed basis
- Provide digital daily customized report to client via email for the previous 24 hour activities
- Provide monthly statistical data regarding security activities
- Provide deterrence to non-tenant/non-residents of the designated area
- Monitor equipment
- Provide obvious maintenance reports
- Perform lock up duties
- Report any suspicious circumstances or unsecured conditions observed
- Identify potential problems, i.e. safety, health, environmental, fire hazards, etc.
- Observe and report any individual acting contrary to policy or engaging in any illegal activity
- Operate and maintain security equipment and systems according to post instructions that may include flashlight, pager, access keys or cards, radios, or surveillance equipment
- Respond to managers, supervisors, and employees as needed
- Respond when necessary to protect the client's interests and assets
- Respond to tenant calls and security needs
- Lead, manage and train current and future officers
- Responsible for conduct, performance and image of security officer on site
- Maintain professional radio communication
- Comply with any site specific procedures and protocols.
- Attend monthly meetings as directed by property management
- Provide dedicated cellular number to landlords and tenants for security contact
- Provide Detex system for officer patrols for tracking purposes of exact time and location.

Exhibit D

	Admiral Security Services, Inc.	
	Legal Division	Service Agreement
	Department	Client Relations
	Address	6536 Telegraph Ave. Suite B204 Oakland, CA 94609

SERVICE AGREEMENT

THIS SERVICE AGREEMENT dated this 29th day of April, 2008.

BETWEEN:

Walnut Grove Income Estates Home Owners Association
550 Division St.
Campbell, CA 95008
 (the "Customer")

"In Care of"
Massingham & Associates, Inc.
550 Division St.
Campbell, CA 95008

- AND -

Admiral Security Services, Inc.
6536 Telegraph Ave.
Suite B204
Oakland, CA 94609
 (the "Service Provider")

Service Type: Onsite armed security services

BACKGROUND:

1. The Customer carries on a business primarily consisting of property management.
2. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide security services in connection with the aforementioned business.
3. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Engagement

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of onsite mobile armed patrol officers, and such other services as the Customer and the Service Provider may agree upon from time to time as set forth in this agreement and Addendum B (collectively the "Services"), and the Service Provider hereby agrees to provide the Services to the Customer:
 - a. The Customer understands that there are no guarantees that the Service Provider can prevent crimes, fires, accidents, solve crimes or resolve protection problems. In consideration of provisions herein stated the Service Provider and its agents agree in good faith to use reasonable efforts to provide their services to the fullest extent possible.

Term of Agreement

2. The term of this Agreement shall be in effect from the 1st of May 2008 to commence service 05/1/2008. The terms of this agreement shall continue for a minimum of two years, the agreement will be subject to automatic annual renewal. This Agreement will remain in full force until cancellation for reasonable cause or whereby either party provides 30 day written notice. If the Agreement is cancelled for cause, either party may cancel the Agreement immediately upon written notification given probable cause.
 - a. This Agreement shall be in force for two years. There shall be a mandatory review after six months to assess all issues pertaining to this Agreement. Based on the fact that there is no outstanding matters the Agreement shall automatically renew unless written notice is provided by either party 30 days prior to the proposed termination date of the Agreement, unless termination for the cause provisions are exercised and identified in other provisions of this Agreement.

Performance

3. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect. The Customer will receive the agreed services. The Customer agrees to cooperate in maintaining building security by complying with reasonable requests made by the Service Provider in its efforts to fulfill this Agreement.
The Service Provider shall comply with the general procedures document listed in Addendum B.

[See Addendum B]

Insurance

4. The Service Provider is not an insurer, and the amounts payable to the Service Provider under this Agreement are based upon the value of the Services rendered and are unrelated to the value of the Customer's property or the property of others. Unless otherwise stated in this Agreement, the Service Provider shall not be responsible for failure to perform this Agreement due to any cause beyond the

Service Provider's control or for any consequential or special damages, except where such failure, cause or damages are a result of the Service Provider's gross negligence or willful misconduct. The Service Provider's liability under this Agreement shall be limited to the following insurance coverage, evidence of which will be furnished to the Customer upon written request:

- a. Worker's Compensation Insurance covering all security officers and administrative personnel engaged in the furnishings of Services under this agreement.
- b. General Liability Coverage in the amount of \$500,000.00 per occurrence. Employee Dishonesty Bond of \$100,000.00 is also included in the Liability Coverage.

Compensation

5. For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation in the following manner as set forth in this Agreement and Addendum A. The Service Provider will invoice the Customer on a weekly basis for onsite Services and on a monthly basis for patrol and alarm services should they be provided. Invoices will be mailed, emailed, faxed or delivered to such office as the Customer may direct. The Customer agrees to pay reasonable attorney fees which may be incurred to collect any unpaid invoices or to enforce any other terms of this agreement.

[See Addendum A]

Late Penalties

6. The following penalties will be imposed on the Customer for failing to pay the Service Provider in a timely fashion. Interest shall accrue after the account has gone past due as set forth in Addendum A. Accounts are to be paid in full as per the terms of payment. Interest shall be set at 2.5% and accrued on a weekly basis.

Legal Expense

7. In the event that legal action is brought to enforce or construe any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or awards, all reasonable legal costs and fees associated with the action.

Notice

8. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally, by email, by facsimile or by registered mail. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

- a. Walnut Grove Income Estates Home Owners Association
550 Division St.
Campbell, CA 95008
Phone: (408) 540-5050
E-Mail: isadob@massingham.com

- b. Admiral Security Services, Inc.

6536 Telegraph Ave.
Suite B204
Oakland, CA. 94609
Fax: 510.291.9851
E-Mail: mahmed@admiralsecurityservices.com

Confidentiality

9. The Service Provider acknowledges that a material term of the Agreement with the Customer is to keep all confidential information belonging to the Customer absolutely confidential and protect its release to the public. The Service Provider agrees not to divulge, reveal, report or use for any purpose, any confidential information which the Service Provider has obtained or which was disclosed to the Service Provider by the Customer. The obligation to protect the confidentiality of the Customer's confidential information will survive the termination of this Agreement and will continue indefinitely.

- a. The Service Provider may disclose any of the confidential information:
 - i. to a third party where the Customer has consented in writing to such disclosure; and
 - ii. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body. However, the Service Provider will first have given immediate written notice to the Customer of any possible or prospective order (or proceeding pursuant to which any order may result) within forty-eight (48) hours or receipt of such request, requirement, or order, the Customer will have been afforded a reasonable opportunity to prevent or limit any disclosure.

Assignment

10. This Agreement is a professional one, being entered into in reliance upon and in consideration of the skills and qualifications of the Service Provider. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

11. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

- a. The Customer shall not engage in the recruiting, hiring, referring, passing on information or outsourcing of the Service Provider's employees without the express written consent of the Service Provider.

12. Modification of Agreement

13. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Termination of Agreement

14. The Service Provider reserves the right to terminate this Agreement immediately upon default by the client in the payment of any monies due hereunder, to perform, comply with, or fulfill any of the provisions of this Agreement; or if at any time during the term of this Agreement there shall be filed by or against the Customer in any court, pursuant to any statute, either of the United States, or of any state, territory or possession, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver to receive all or a portion of the Customer's property, or if the Customer makes an assignment for the benefit of creditors. Parties also reserve the right to termination as set forth elsewhere in this Agreement.

Governing Law

15. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement (Pages 1 - 7) this 29th day of April, 2008

Per: _____ (SEAL)

Walnut Grove Income Estates Home Owners Association

Authorized Agent

Board Member



Admiral Security Services, Inc.

Authorized Agent

Mohamed Ahmed

Business Development

ADDENDUM A

BILLING AGREEMENT

1. The Service Provider has proposed and the Customer has accepted the following pricing terms:
 - a. The Standard Rate of \$25.99 an hour for armed mobile onsite security
2. The Customer agrees to pay per the above conditions for each hour of onsite security officer support. The Customer will pay an overtime premium of time and a half for each hour of onsite security officer support on holidays as set forth below and when additional hours are above and beyond regularly scheduled coverage, as set forth in Addendum C. These fees include payment for all the above mentioned Services.
 - a. The holiday rates shall apply to the following legally declared National, State or Local holidays:

New Year's Day	Fourth of July
Marin Luther King, Jr. Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
3. Terms of payment are NET 14. Invoicing by the Service Provider will occur once a month and the Customer agrees to pay in full within 14 days. Checks mailed should be post marked no later than 14 days from the date of the invoice.

Available methods of payment:

 - Cashier's check
 - Money Order
 - Company Check
 - Credit Card: VISA, Master Card or American Express

Payments are to be made as directed in the Service Agreement.
4. In the event that this Agreement shall be terminated, parties agree that Payment made by customer to Service Provider shall be prorated accordingly.

ADDENDUM B

General Duties of Security Officer

The service Provider shall provide Services to the Customer between the hours of 6:00PM and 2:00 AM for the first two officer, when applicable 8:00PM to 4:00AM when there is four officers and in addition to any other security hours requested by the customer. The services shall include when applicable, but are not limited to, the following:

- Provide highly visible foot and vehicle patrol coverage on an hourly and as needed basis
- Provide digital daily customized report to client via email for the previous 24 hour activities
- Provide monthly statistical data regarding security activities
- Provide deterrence to non-tenant/non-residents of the designated area
- Monitor equipment
- Provide obvious maintenance reports
- Perform lock up duties
- Report any suspicious circumstances or unsecured conditions observed
- Identify potential problems, i.e. safety, health, environmental, fire hazards, etc.
- Observe and report any individual acting contrary to policy or engaging in any illegal activity
- Operate and maintain security equipment and systems according to post instructions that may include flashlight, pager, access keys or cards, radios, or surveillance equipment
- Respond to managers, supervisors, and employees as needed
- Respond when necessary to protect the client's interests and assets
- Respond to tenant calls and security needs
- Lead, manage and train current and future officers
- Responsible for conduct, performance and image of security officer on site
- Maintain professional radio communication
- Comply with any site specific procedures and protocols
- Attend monthly meetings as directed by property management
- Provide dedicated cellular number to landlords and tenants for security contact
- Provide Detex system for officer patrols for tracking purposes of exact time and location.