

Monterey Park  
City Clerk's Office

SEP 15 2025

Time 2:30 Initial: DW  
pm

Evidence Notebook  
for  
City of Monterey Park  
Public Nuisance  
Hearing of Sept. 17, 2025

Mayor Pro Tem Elizabeth Yang

Monterey Park  
City Clerk's Office

SEP 15 2025

Time: 2:30 Initial: DLW  
pm

Evidence Notebook  
for  
City of Monterey Park  
Public Nuisance  
Hearing of Sept. 17, 2025

Council Member Henry Lo

Monterey Park  
City Clerk's Office

SEP 15 2025

Time: 2:30 pm Initial: DL

Evidence Notebook  
for  
City of Monterey Park  
Public Nuisance  
Hearing of Sept. 17, 2025

Council Member Jose Sanchez

Monterey Park  
City Clerk's Office

SEP 15 2025

Time: 2:30 Initial: DW  
pm

Evidence Notebook  
for  
City of Monterey Park  
Public Nuisance  
Hearing of Sept. 17, 2025

Council Member Thomas Wong

Monterey Park  
City Clerk's Office

SEP 15 2025

Time: 2:30 pm Initial: pw

Evidence Notebook  
for  
City of Monterey Park  
Public Nuisance  
Hearing of Sept. 17, 2025

Mayor Vunh T. Ngo

Monterey Park  
City Clerk's Office

SEP 15 2025

Time 2:30 Initial: DW  
pm

Evidence Notebook  
for  
City of Monterey Park  
Public Nuisance  
Hearing of Sept. 17, 2025

City Clerk Maychelle Yee

Dear City Council members:

My family owns the shopping center at Atlantic and Garvey (795 W. Garvey Avenue), except for the 99 Ranch Market and its parking area. We have had a lot of trouble getting the City's building-related departments to finalize plans and permits we need to complete the work there so that the 7 Leaves Café can open. Over the past two years, City staff people have lost documents we had already submitted, made us submit the same things bunches of times, and given our contractors completely contrary instructions.

In April 2024, we all met at City Hall with the City's lawyer Mr. Campen and the City's staff involved in the 7 Leaves Café construction project. Your official, Dennis Tarango, clearly told us *to work directly* with the City's environmental consultant. I have it recorded on my phone. When I did that, I got a hostile email from Ziad Mazboudi from your Engineering department telling me not to do what Mr. Tarango had directed us to do. Then your lawyers sent a letter to my lawyer saying I am not allowed to communicate with City staff directly about my own property. Then your lawyer filed a motion in court saying that because I worked with the company that Tarango told me to work with, I was somehow acting as a general contractor. It's been really frustrating.

One of the reasons that there were some work holdups on the project earlier this year was because our earlier general contractor, Lactaeon Joven of Joven's Engineering, abandoned our project without telling us. His office staff said he was on another project up north, but he completely stopped answering our calls or emails. I think he left because he didn't want to get mixed up in the City's lawsuit against us about this construction project. If it really was other work, or visiting family overseas as they also told us, I think he would have gotten back to us. If I were a contractor, I wouldn't want to get involved either.

Luckily our architect knew a really good general contractor named Thomas Vong, of Solidway Construction. I met with Mr. Vong as soon as I could arrange it and we hired him. We met with your staff people at City Hall in May of this year. Mr. Vong has been overseeing the 7 Leaves Café project ever since. We have been urging your City staff people to work with Mr. Vong directly and to go to him with all their questions.

I was looking through the City website and I was surprised to see there was a "special" City Council meeting about our property on August 20, 2025. I found out that the City adopted a resolution stating that it would hold a public hearing in order to declare our 795 W. Garvey property to be a "public nuisance" and that the City plans to subpoena my family's bank records and financial information, and to depose Mr. Vong as well as our other contractors, subcontractors and suppliers, and my family members, including my sister who lives in Virginia. Looks like the next day, the City dismissed its court lawsuit against us, but is now bringing its subpoenas, etc. through non-court, City proceedings. This is incredibly harassing, not just to my brother Howard and me, but to all of our really good contractors, suppliers, and other professionals involved in the project. It makes no sense to harass and alienate the people who are getting the project done.

Our project is a fenced-off active construction site. We are working on the underground sewer connections. Obviously, no plumbing has been installed yet because of the ongoing underground work. But on July 9, we got a citation for “inadequate plumbing.” This makes absolutely no sense to me. Even though there is large-scale excavation going on and we went through all the permitting, this July citation says we’re “allowing” the 7 Leaves project “to remain in a state of partial construction.” Please look at my July 23, 2025 Second Supplemental Declaration attached to this letter.

On September 4, I learned that the City Council will hold a public special hearing on September 17, 2025 to determine if our property is a “public nuisance.” First, my understanding is that this nuisance action will be presented before the “hearing officer” – namely the City Council – by the City’s own law firm, Burke, Williams & Sorensen. But the City Council also authorized the 2024 lawsuit against my family in Glendale Superior Court that has been going on for over a year and a half.

I don’t see how it’s possible for the City Council to serve as a fair and impartial hearing officer because, by authorizing the City Attorney to file and litigate the 2024 lawsuit, it has already decided that my family and I are liable under the ordinances on which your attorneys based that lawsuit. Also, I do not understand how the upcoming hearing can be impartial or legitimate when the City is paying law firm Burke, Williams & Sorensen to argue to City Council that the 7 Leaves project is a public nuisance, and in fact that same law firm convinced City Council to sue us in the first place. There does not seem to be an impartial source of information for the City Council at the hearing, but only attorneys who are being paid to argue that a public nuisance exists.

I learned on September 4, 2025 that the City Attorney is forcing our general contractor Mr. Vong to spend at least half a day in a deposition, starting at 10:30 in the morning on September 17, the same day as the upcoming special hearing. The lawyer’s letter to Mr. Vong says that neither I nor anyone from my family is allowed to be there. I then found out from Mr. Vong that the City Attorney has been calling him directly without telling me or my attorneys. I am concerned that Mr. Campen is trying to get Mr. Vong to say bad things about us. If the deposition is at 10:30 in the morning of September 17, and goes for even just a couple of hours, there’s no way to get a transcript done in time for the City’s 6:30 hearing. Since your lawyers say I can’t be at the deposition, I don’t even know if they’ll let me look at a transcript of Mr. Vong’s deposition, even when it’s ready.

So at the public nuisance hearing on September 17, there will be no way for me or the City Council to know what Mr. Vong actually said, except whatever your lawyer says he said. I don’t think you can do that in court so I don’t think it’s OK to do it here. If that’s what the lawyers are going to do, why do they even need a court reporter? I think it’s extremely prejudicial to me and my family and that it will prevent City Council from serving as a fair and impartial hearing officer.

We have been trying to get the 7 Leaves Café up and running as soon as possible. I’m giving you Declarations attached to this letter with photos, emails and other exhibits that I signed

under penalty of perjury in the Court case so that you get a full and accurate understanding of what's going on.

I just looked at the staff report for the hearing that came out Friday (September 12, 2025) and it's just a page long. Late Sunday (September 14, 2025) night, at around 10:30 pm I got an email from Campen saying that the City was going to call a bunch of witnesses. It looks like at the Wednesday hearing (September 17, 2025), your lawyers will present a whole bunch of stuff we weren't even able to look at. Unless I have a chance beforehand to see the evidence your lawyers want you to look at, I think its really unfair. How come Mr. Campen only sent me this at 10:30 on a Sunday night and not to my lawyer? If the City really wants to hold a fair, impartial hearing like it's supposed to, and if City Council really wants to get a full understanding, then my family and I need time to look at and respond to whatever evidence the City's lawyers have been gathering and whatever claims they seem to have been planning for months.

From what I saw in Mr. Campen's staff reports since April, it looks like he could have had a public hearing in front of City Council to begin with. Instead, he filed a really expensive lawsuit to get a receivership and to make us meet arbitrary completion dates that he knew were impossible to meet. The court threw out the receivership case because the law that Mr. Campen used didn't even apply. After that, Mr. Campen dismissed the court case. If this City Council hearing idea is better, why didn't he do it in the first place? The lawsuit served no purpose except to make the City and my family spend a lot of time, effort, and money for nothing. The lawsuit, which the City abandoned after over a year and a half, cost my family a huge amount of money and we will need to get it back.

I was born and raised and went to school in Monterey Park. So did my sister and brothers. My parents built the family business here, starting before I was born. My brother Howard and I really *like* Monterey Park because it's like home. I hope that City Council will take a long look at what the City lawyers have done in this case and demand their money back.

I am submitting the following evidence, set out below, which I expect each member of the City Council, acting as "hearing officer," to fully and fairly consider before coming to a decision at Wednesday's hearing. I want it all included in the Administrative Record. I understand that you will be acting like judges. So I'm asking you to go through what I sent you carefully. A good start will be Exhibits 2, 5, 11, 12, 13, 16, 19, 20 and 22. All of them except no. 5 are by me. Number 5 is by Chris Lindsay, whose company Santa Fe Water Systems designed the underground storage tank. I don't think you have seen any of these. So I'm asking you to please go through them carefully over the next couple of days. These are all declarations under penalty of perjury that were filed in the City's lawsuit. They just tell what's been happening. I will be attending that September 17 hearing and will be happy to stay as long as it takes to ensure that each member of City Council fully understands the issues and the evidence. This will help each member of City Council fulfill its role as an informed and impartial hearing officer. We're having evidence binders delivered for you at City Hall for your convenience.

Respectfully yours,  
Edward M. Chan

**Evidence submitted with this letter:**

**Filed in court on 01/31/2025:**

1. OPPOSITION TO MOTION FOR ISSUANCE OF PRELIMINARY INJUNCTION
2. DECLARATION OF EDWARD M. CHAN RE STATUS OF 795 W. GARVEY AND IN OPPOSITION TO PLAINTIFF'S MOTION FOR ISSUANCE OF PRELIMINARY INJUNCTION; EXHIBITS
3. DECLARATION OF ANDREW O. KRASTINS IN OPPOSITION TO PLAINTIFF'S MOTION FOR ISSUANCE OF PRELIMINARY INJUNCTION; EXHIBITS
4. DECLARATION OF GANG EXPERT MARTIN FLORES RE CONDITIONS OF REAL PROPERTY AT 795 W. GARVEY AND RELEVANT NEIGHBORING LOTS; EXHIBITS
5. DECLARATION OF CHRIS LINDSEY, P.E. RE OPPOSITION TO PLAINTIFF'S MOTION FOR ISSUANCE OF PRELIMINARY INJUNCTION
6. DECLARATION OF WILLIAM LAU
7. DECLARATION OF KRISTION GRBAVAC

**Filed in court on 08/29/2024:**

8. The City's Second Amended Responses to Defendants' First Set of Special Interrogatories

**Filed in court on 01/02/2025:**

9. The City's Supplemental and Amended Responses to Defendants' Second Set of Special Interrogatories

**Filed in court on 05/12/2025:**

10. Opposition of Edward M. Chan as Trustee of the Chan Family Living Trust, to Motion for Preliminary Injunction
11. Supplemental Declaration of Edward M. Chan re Status of 795. W. Garvey, and Exhibits

12. Supplemental Declaration of Andrew O. Krastins in Support of Defendants' Opposition to Plaintiffs' Motion for Issuance of Preliminary Injunction.
13. Declaration of Tar Khong ("Thomas")
14. Defendants' Motion for Judgment on the Pleadings and for Order Declaring Movants to be Prevailing Parties

**Filed in court on 05/16/2025:**

15. Defendants' Reply to the City's Opposition to Motion for Judgment on the Pleadings and for Order Declaring Movants to be Prevailing Parties

**Filed in court on 05/20/2025:**

16. Second Supplemental Declaration of Edward M. Chan re Status of 795 WE, Garvey Property; Exhibits

**Filed in court on 05/23/2025:**

17. Transcript of May 23, 2025 hearing on Motion for Judgment on the Pleadings and Motion for Issuance of Preliminary Injunction

**Filed in court on 06/13/2025:**

18. Court's Minute Order

**Filed in court on 07/23/2025:**

19. Second Supplemental Declaration of Defendant Edward M. Chan re Status of 795 W. Garvey for July 24, 2025 Case Management Conference; Exhibits

**Filed in court on 07/18/2025:**

20. Supplemental Declaration of Defendant Edward M. Chan Re Status of Subject Property 795 W. Garvey for July 24, 2025 Case Management Conference; Exhibits

**Filed in court on 08/07/2025:**

21. Defendants' Motion for Protective Order
22. Declaration of Edward M. Chan in Support of Defendants' Motion for Protective Order

**EVIDENCE ITEM 1**

**EVIDENCE ITEM 1**

1 Andrew O. Krastins, Esq. (State Bar No. 179699)  
2 Beverly J. Bickel, Esq. (State Bar No. 182600)  
3 LAW OFFICE OF ANDREW O. KRASTINS  
4 333 W. Sixth Street, Suite 213  
5 San Pedro, CA 90731  
6 Tel: (562) 357-9789  
7 Email: [Akrastinslaw@aol.com](mailto:Akrastinslaw@aol.com)

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
1/31/2025 5:22 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By E. Madrid, Deputy Clerk

8  
9 Attorneys for Defendants Edward M. Chan,  
10 Howard Chan, Man-Fei Chan Gold and  
11 Patricia Yu Chan

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 THE PEOPLE OF THE STATE OF  
15 CALIFORNIA, *et al.*,

16 Plaintiffs,

17 v.

18 ROBERT CHAN, an individual, *et al.*,

19 Defendants.

Case No. 24NNCV00087

**OPPOSITION TO MOTION FOR  
ISSUANCE OF PRELIMINARY  
INJUNCTION**

[filed concurrently with Request for Judicial  
Notice; Evidentiary Objections; Proposed  
Order re Evidentiary Objections;  
Declarations of Edward M. Chan, Andrew  
O. Krastins, Kristion Grbavac, Chris  
Lindsey, Martin Flores, and William Lau;  
exhibits]

Dates: February 14, 2025

Time: 8:30 a.m.

Dept.: E

Judge: The Hon. Ashfaq G. Chowdhury

Action Filed : March 7, 2024

Trial Date : None Set

20  
21  
22  
23  
24  
25  
26 Defendants Edward M. Chan, Howard Chan, Man-Fei Chan Gold and Patricia Yu Chan  
27 (collectively “the Defendants”) hereby respectfully offer their opposition to the Plaintiff’s Motion  
28 for Issuance of Preliminary Injunction.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs' Motion is wholly without evidentiary support and ought never to have been  
4 filed. Plaintiffs seek to prohibit acts which have never occurred, demand that Defendants  
5 immediately obtain a general contractor when they admit in their own pleadings that Defendants  
6 already have a general contractor with whom the City has been communicating directly. Plaintiffs  
7 cite neither authority, evidence nor logic to justify the arbitrary compliance dates they have  
8 included in their proposed order. These affirmative actions demanded in the mandatory portion of  
9 the injunction that Plaintiffs seek requires Defendants to ensure the occurrence of events over  
10 which they have no control. Plaintiffs seek injunctive relief against indispensable parties who  
11 have yet to be served, or by stipulation with Plaintiffs, parties who will not file their responsive  
12 pleadings until after Plaintiffs' Motion is decided. The Court cannot adjudicate the rights of  
13 parties not before it. Plaintiffs know this but filed their Motion anyway. Plaintiffs' Motion is  
14 vexatious, wholly without merit and should be denied.  
15

16  
17 **II. FACTS**

18 **A. Disparate enforcement without rational basis.**

19 Defendants own a partial interest in the shopping center at the northeast corner of Atlantic  
20 Boulevard and Garvey Avenue in Monterey Park ("Chan Shopping Center"). Robert and Elaine  
21 Chan [both now deceased] emigrated to the U.S. in the late 1950s and purchased the shopping center  
22 in the early 1970s. Defendants Edward M. Chan, Howard M. Chan and Man-Fei Chan Gold are the  
23 elder Chans' sons and daughter, respectively. Patricia Yu Chan is Edward M. Chan's wife.  
24 Raymond Chan and Cindy Chan are the elder Chans' other son and his spouse. (Declaration of  
25 Edward M. Chan ("Chan Decl.") ¶¶ 2-3).

26 The Chan Shopping Center consists of legacy small businesses largely catering to the  
27 Chinese immigrant and Chinese-American community. Also on the property is a 99 Ranch Market  
28 and its parking area which are under different ownership. On the Atlantic/Garvey corner of the

1 Chan Shopping Center is the site of the soon-to-open 7 Leaves Café (“Subject Property”), also  
2 owned by the Chans. The Subject Property is in the final stages of construction. In order to complete  
3 the building, the Chans need to first obtain the City’s final approval of a sewer system and a large  
4 underground tank which must be custom ordered from the manufacturer. (Chan Decl. ¶¶ 4, 19-24,  
5 36-38, 41, 77; Declaration of Chris Lindsey (“Lindsey Decl.”) ¶¶ 2-3, 6-9; Declaration of Andrew  
6 O. Krastins (“Krastins Decl.”) ¶¶ 9-11).

7 The Subject Property is located on a well-lighted, busily traveled intersection and is visible  
8 from the street in its entirety. It is enclosed by a secure chain-link fence with a locked gate to prevent  
9 trespassers. As additional security measures, the Chans installed security cameras that are obviously  
10 visible to passersby, as well as numerous “under surveillance,” “private property”, and “no  
11 trespassing” signs. The Property is not defaced by graffiti, nor does it exhibit any of the code  
12 violations claimed by the City, such as litter. [Chan Decl, ¶¶ 14-15, 17, 22-24, 49, 72-73, and Exh.  
13 P; Declaration of Martin Flores (“Flores Decl.”) ¶¶ 23-25 and Exhs. Y-Z; Krastins Decl. ¶¶ 32-36  
14 and Exh. O(2)]. The Property is maintained in a manner to discourage the presence of gang  
15 members, transients and other potential trespassers. There are no conditions at the Property that  
16 would render it an attractive nuisance. (Flores Decl. ¶¶ 32-34]

17 Directly to the north of the Chan Property, at 220 N. Atlantic Blvd. (“220 N. Atlantic”), is a  
18 large lot of about 80,000 square feet that has been vacant for more than 15 years. [Chan Decl. ¶¶ 7-  
19 9, Flores Decl. ¶¶ 10-11, 26, and Exhs. R-T]. The lot is owned by 220 Hotel Atlantic, LLC and was  
20 to be the site of a long-ago proposed hotel. [*Id.*] Ever since the proposed hotel project failed, the  
21 lot has been derelict, defaced by graffiti, covered with weeds, with cracked pavement, litter, rogue  
22 trees which matured during years of neglect, and litter along the inside and outside perimeters of the  
23 lot. [Chan Decl., *supra*; Flores Decl. ¶¶ 14-15; Krastins Decl. ¶ 22.]

24 In April 2021, at the City’s express urging, GRBCON, a private company, leased 220 N.  
25 Atlantic for use as a storage yard in connection with a City sewer project. [Declaration of Kristion  
26 Grbavac (“Grbavac Decl.”) ¶¶ 3- 8; Flores Decl. ¶¶ 10-13 and Exhs. U-V]. GRBCON entered into  
27 an opened-ended lease with the property owner to use the lot as a storage yard. The City imposed  
28 no safety, maintenance or other requirements in connection with GRBCON’s use of the property.

1 GRBON stored unattended heavy construction equipment and high stacks of sewer piping and other  
2 supplies on the lot, despite Municipal Code provisions precluding such uses. [*Id.*] GRBON  
3 completed its project in September 2023 and no longer needed the lot in connection with the City's  
4 project. The City nonetheless permitted GRBON to continue using the lot as a storage yard in  
5 direct violation the City's Municipal Code, indefinitely. GRBON retrieved its equipment and most  
6 but not all of its sewer pipes more than a year later, in September or October 2024, of its own accord  
7 and not at the City's urging. (Grbavac Decl. ¶¶ 9-13; Flores Decl. ¶¶ 14-19).

8 In April 2024, Edward Chan took photographs of 220 N. Atlantic. After the August 21,  
9 2024 ex parte hearing granting Plaintiffs leave to amend, Defendants' counsel Krastins personally  
10 inspected 220 N. Atlantic and took additional photographs. These photographs depict conditions of  
11 indisputable and obvious blight, posing a real and obvious danger to the public. Large holes in the  
12 fencing on both sides at the rear of the lot permit easy access to the unattended equipment and sewer  
13 pipes. [Flores Decl. ¶¶ 14-19 and Exhs. R-T; Krastins Decl. ¶ 22; Chan Decl. ¶¶ 7-9].

14 Martin Flores, Defendants' gang expert on the issue of attractive nuisance and property  
15 issues, personally inspected 220 N. Atlantic, the two large, long-vacant lots directly and diagonally  
16 across Garvey from the Subject Property, and a lot on Garfield Boulevard around the corner from  
17 City Hall. Flores concluded that the conditions the City affirmatively encouraged and still implicitly  
18 allows to continue at these lots constitute a genuine attractive nuisance and a real danger to at-risk  
19 youth by creating open invitations to criminality. The stacks of pipes abutting large holes that were  
20 cut in the fences provide a multitude of places to hide drugs, weapons, and other contraband; the  
21 unsecured, unattended heavy equipment are open invitations to thieves and vandals. They also are  
22 a temptation to passing schoolchildren in search of adventure who may wish to clamber about on  
23 the giant Tonka toys or play hide and seek in the stacks of pipes, only to become lodged or otherwise  
24 injured. [Flores Decl. ¶¶ 2-9, 14-22, 27-31, and Exhs. Q and W; Chan Decl. ¶¶ 5-6].

25 Even cursory review of these photographs reveals, in abundance, violations of the same Code  
26 provisions alleged against the Chans and many more. Monterey Park Municipal Code § 4.30.050  
27 declares various conditions to be public nuisances. Among the relevant provisions of the MPMC  
28 section are (g) (graffiti); (h) fencing that is damaged, broken, dilapidated or a hazard; (j) overgrown,

1 dead, diseased or hazardous trees, weeds, vegetation or debris; (l) accumulation of dirt, litter, trash  
2 etc.; (m) presence of lumber, building materials, rubble, broken asphalt, neglected machinery, junk,  
3 vegetation, salvage materials; (n) deteriorated parking lots with potholes and cracks; (o) abandoned,  
4 broken, unused, neglected or *unprotected* equipment and machinery, accumulated junk;  
5 (accumulation of debris, rubbish etc.; and (gg) graffiti. Section 4.30.030 and its subsections pertain  
6 to vacant lots. Subsection (c)(1) sets a mandatory five-foot landscaped perimeter adjacent to all  
7 public rights of way; (c)(4) sets mandatory irrigations system and landscaping; and (c)(5) prohibits  
8 litter, weeds, graffiti, debris, *and the stockpiling of any material at all times.*

9         In the spring of 2023, while the City-sponsored blight at 220 N. Atlantic was at its worst, the  
10 City paid no heed. Instead, the City issued daily citations to the Chans for minor code infractions,  
11 which they then used as a basis for the present lawsuit. These total approximately thirty, with fines  
12 of some \$80,000. Records received from the City through record requests and discovery show that  
13 from 2019 through the filing of the City’s First Amended Complaint (FAC), the City issued no  
14 notices of violation, citations, or any other enforcement documents to the owners of 220 N. Atlantic.  
15 The City affirmatively encouraged a favored neighboring property owner and private contractor to  
16 violate the same code provision as are the basis of Plaintiffs’ lawsuit against the Chans. (Chan Decl.  
17 ¶¶ 10-12, 49, 72-73 and Exhs. A-B; Krastins Decl. ¶¶ 23-24 and 30-35).

18         The City-sponsored blight conditions at 220 N. Atlantic indicate that (1) the City does not  
19 consider those conditions to be objectionable and therefore cannot claim in good faith that the  
20 Chans’ property is any sort of danger to the public, or (2) it is permitting favored parties to violate  
21 the code provisions invoked against the Chans.

22         **B. City-caused delays and contradictory instructions prevent timely completion of the**  
23         **7 Leaves Project.**

24         Progress on the 7 Leaves project was delayed by the shutdowns caused by the Covid  
25 epidemic and the widespread subsequent labor shortages in the construction industry. Progress also  
26 was halted by record rains in 2023 and 2024. [Chan Decl. ¶¶ 19-24, 30, 50, 58].

27         The 7 Leaves project is in the final stages of construction. Since early 2024, the only  
28 remaining difficulties were caused by mutual error in determining the elevation of the City’s sewer

1 pipe. The error was not detected by the City’s plan checkers. Because the City’s sewer pipe was  
2 substantially higher, the Chans’ engineers had to redesign the connection, requiring design and  
3 installation of a pump system. The other difficulty was the LID underground tank required by state  
4 and local environmental provisions. City officials, including Dennis Tarango, readily acknowledged  
5 the complex difficulties posed by the LID underground storage tank. [Chan Decl. ¶¶ 15, 21-24, 38,  
6 41, 50; Lindsey Decl. ¶¶ 2-3 and 6-9].

7 The Chans’ contractors devised a far more efficient and economical design for the LID tank.  
8 The tank and sewer permits are in the final stages of approval. The Chans requested a renewal of  
9 their building permit. Under the terms of its agreement with 7 Leaves, the Chans are to provide 7  
10 Leaves with a “shell,” which 7 Leaves will subdivide and complete in accordance with its business  
11 needs. The same is true of the additional commercial spaces. [Chan Decl. ¶¶ 15-16, 37, 57, 59, and  
12 Exh. F(2)].

13 Before the building interior can be completed, the Chans must install the electrical system.  
14 However, the electrical system cannot be installed until the underground tank and sewer portions of  
15 the project are complete. This is because installation of the electrical system requires underground  
16 cables – work which cannot be performed until the deeper excavations needed for the LID tank have  
17 been filled in. Attempts to install the LID tank after the electrical system has been installed would  
18 destroy Southern California Edison’s underground cables. [Chan Decl. ¶¶ 15, 22-23, 77].

19 Further, the LID must be custom-ordered from the manufacturer through the Chans’ vendor.  
20 The Chans cannot order the tank until they receive final approval from the City. Should the Chans  
21 order the tank before the City’s final approval, and the City *does not* approve the plans, the Chans  
22 would be stuck with a large, expensive, useless item. Whether any of the plans the Chans’  
23 contractors submitted will be approved, and the timing of that approval, are entirely within control  
24 of the City. Similarly, the Chans have no control over the speed with which their custom order for  
25 the storage tank will be filled, or when the tank can be delivered. [Chan Decl. ¶¶ 24, 76].

26 The Chans have always used respected licensed professionals to perform work on the 7  
27 Leaves project. The Chans’ general contractor, architect, engineers and other professionals have  
28 been working directly with the City to bring the 7 Leaves project to completion as quickly and

1 efficiently as possible. The key contractors for the 7 Leaves project are:

- 2 A. Joven Construction Services, Inc. aka Joven Engineering and Construction (“Joven”) has
- 3 been the licensed general contractor for the project since November of 2023.
- 4 B. Patrick Chiu & Associates is the project architect.
- 5 C. Cal Land Engineering (“Cal Land”) is the contractor for complex issues relating to the
- 6 underground work required by California and Monterey Park environmental regulations.
- 7 D. Perfect Design & Engineering is a licensed mechanical engineering firm.
- 8 E. Santa Fe Water Systems (SFWS) is a water treatment system company.

9 [Chan Decl. ¶¶ 13, 29; Lindsey Decl. ¶ 10].

10 In late 2023, the Chans learned that the license of their then-general contractor had lapsed

11 and concluded that this contractor was not timely dealing with the sewer pipe issues. The Chans

12 terminated that general contractor and retained Joven. When Edward Chan attempted to formally

13 advise the City that the Chans had retained a new general contractor, numerous City staff advised

14 him that the Chan were prohibited from naming a new general contractor unless they first obtained

15 written permission from the general contractor they had dismissed. This caused weeks of circular,

16 futile communications with various staff who gave contradictory information. (Chan Decl. ¶ 30).

17 In November 2023, the City notified the Chans that the City wished to meet to discuss the 7

18 Leaves Project. Edward Chan advised them that his counsel was unavailable on the indicated date

19 and asked to reschedule. Instead of rescheduling, the City attorney wrote to the Chans that they

20 were not to communicate directly with City staff regarding the 7 Leaves Project, set out a series of

21 arbitrary, impossible compliance deadlines, and threatened to sue. Defendants’ counsel tried to

22 contact City attorney Campen numerous times to schedule a meeting to resolve outstanding issues.

23 Counsel did not receive a response until he contacted Mayor Thomas Wong and attorney Campen’s

24 superior. (Krastins Decl. ¶¶ 4-8; Chan Decl. at ¶¶ 42, 46, and Exhs. C and E).

25 During the March 18, 2024 meeting between Edward Chan, Howard Chan, Building official

26 Dennis Tarango, code enforcement officer Rey Lozano, other City staff and counsel for the parties,

27 the Chans explained in detail the obstacles to completion, namely the sewer issue and LID issues.

28 Tarango agreed these are indeed legitimate technical difficulties and that the deadlines set in the

1 Dec. 23, 2023 letter are not feasible. Tarango and counsel Campen pledged to provide the Chans  
2 with a revised compliance schedule. They never did so. Instead, Plaintiff filed the FAC falsely  
3 representing that the old dates are viable. At the meeting, Tarango advised the Chans to deal directly  
4 with the City’s own contractor, then the City called this acting as “unlicensed general contractors”.  
5 Detailed accounts of the Chans’ efforts to resolve City concerns and the City’s dilatory and bad faith  
6 actions are set out in detail in the Chan, Krastins, and Lau Declarations. (Krastins Decl. ¶¶ 9-21;  
7 Chan Decl. ¶¶ 47-76 and Exhs. C, D, F(1), F(2), and G to M; Declaration of William Lau).

8 The Chans’ general contractor, architects, engineers, water treatment experts, and other  
9 professionals have been diligently dealing directly with the City. The declarations make clear that  
10 the Chans never acted as general contractors and are not doing so now. The Chan Declaration also  
11 relates the difficulties their professionals encountered in shepherding plans through the City’s  
12 planning bureaucracy, which now includes a handful of onsite City staff and offsite private  
13 contractors employed by Transtech, a private company that provides plan check services to public  
14 entities. The Chan Declaration makes clear that City staff required multiple submissions of the same  
15 plans, claiming erroneously that they did not receive them, and contrary instructions to Edward  
16 Chan about who to contact and who not to contact. (Krastins Decl. ¶¶ 3, 9-21; Chan Decl. ¶¶ 18,  
17 24-29, 31-35, 39-41, 43-76, and Exhs. C, D, F(1), F(2), G-N, and O(1); Lindsey Decl. ¶¶ 4-5).

### 18 **C. Plaintiffs’ Responses to Discovery**

19 On Oct. 10, 2024, Defendants served their Second Set of Special Interrogatories directed to  
20 Plaintiffs. In response to special interrogatories aimed at the initial Complaint, Plaintiffs refused to  
21 answer questions which sought specific information supporting claims in FAC paragraphs quoting  
22 Code provisions. Plaintiffs objected that these were “compound.” Because the prior responses were  
23 insufficient, the Second Set of Special Interrogatories parsed each code provision and statute alleged  
24 to have been violated in the FAC – paragraph by paragraph and clause by clause where necessary –  
25 and asked Plaintiffs to describe each alleged violation in detail, from the date of the filing of the  
26 FAC and from the date the interrogatories were served. (Krastins Decl. ¶ 32).

27 Plaintiffs responded to almost all these questions by claiming either (1) the code provisions  
28 and statutes had been included merely for “context,” (2) acknowledging there were no responsive

1 facts but that “discovery is continuing,” (3) misconstruing the question and identifying notices of  
2 violation and citations from 2023 which have long since been remedied, or (4) verbatim recitation  
3 of code provisions with no specific facts. (Krastins Decl. ¶ 33 and Exh. O(2))

4 More than 30 of Plaintiffs’ responses state: “The fact various MPMC sections and their  
5 subsections appear in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation  
6 of that section or each of its subsections. . . . Responding Party does not contend, and the FAC does  
7 not allege, that Defendants violated MPMC section [specified code section]” or some variant  
8 thereof. If Plaintiffs didn’t really mean it, they shouldn’t have pled it. These responses demonstrate  
9 that Plaintiffs’ lawsuit is inherently vexatious, forcing Defendants to defend against non-existent  
10 wrongs. (Krastins Decl. ¶ 34 and Exh. O(2)).

11 **D. Plaintiff City’s Motion.**

12 On Jan. 8, 2025, Plaintiff City filed the instant Motion for Preliminary Injunction, directed  
13 to all Defendants. As of Jan. 31, 2025, the only Defendants who have filed responsive pleadings are  
14 Edward M. Chan, Howard Chan, Man Fei Chan Gold, and Patricia Yu Chan. On Jan. 25, 2025,  
15 Plaintiff filed Doe Amendments adding Raymond Man-Shu Chan as Trustee of the Chan Family  
16 Living Trust, and Edward M. Chan as Trustee of the Chan Family Living Trust. Edward M. Chan  
17 as Trustee of the Chan Family Living Trust has not been served. According to the Stipulation  
18 Raymond Chan filed with the Court, Plaintiff has not served Raymond Chan in his capacity as  
19 trustee of the Chan Family Living Trust. (Krastins Decl. ¶ 29; court file).

20 At the Nov. 18, 2024 CMC, Defendants’ counsel advised the Court and the City’s counsel  
21 that he would be unavailable in January because of a research obligation in Italy. Knowing that  
22 Defendants’ counsel was unavailable, and knowing that numerous parties had not filed responsive  
23 pleadings or even been served, Plaintiffs’ counsel on Jan. 8, 2025 filed the instant Motion, setting it  
24 for hearing on Feb. 14, 2025. (Krastins Decl. ¶¶ 25-28; court file).

25 The Motion seeks to enjoin the Chans from hiring unlicensed contractors or acting as general  
26 contractors themselves. Plaintiffs’ own FAC and Plaintiffs themselves expressly acknowledge that  
27 the Chans retained a general contractor with whom the City has been dealing directly. Plaintiffs  
28 provide no evidence whatsoever that Defendants ever hired unlicensed contractors or served as

1 general contractors. The only “support” for their claim consists of vague statements attributed to  
2 unnamed representatives of the Chans’ prospective tenant, purportedly made to code enforcement  
3 officer Rey Lozano, and another statement purportedly made to Lozano by the Chans’ general  
4 contractor. [Lozano Decl. ¶¶ 20-21.] Because neither statement is a direct quotation and there are  
5 no declarations from the purported declarants, it is impossible to glean their context, meaning, and  
6 intent. They are classic examples of inadmissible hearsay.

7 Plaintiff City also seeks a mandatory injunction and proposes an order requiring Defendants  
8 to comply with various completion dates which Plaintiffs know are not possible. Paragraph 2 of  
9 Plaintiff’s Proposed Order, for example, requires that by Feb. 28, 2025, the Chans inform Plaintiff  
10 and the Court “in writing, of the name, license number and contact information of your construction  
11 management consultant and licensed general contractor” – information the City admits it already  
12 has in its own papers and FAC. The Proposed Order would set completion dates which hinge on  
13 obtaining City approval, or on the manufacturer’s and vendor’s delivery of specially ordered items.

14 Thus, Plaintiff’s Motion provides no evidence, legal authority, or logic to support the  
15 schedule set in its Proposed Order.

16 **III. ARGUMENTS**

17 Plaintiff’s Motion fails because Defendants have never, and Plaintiff introduced no evidence  
18 establishing that Defendants have ever, employed unlicensed contractors or acted in the capacity of  
19 general contractors themselves. Because Plaintiff does not specify what it means to “act in the  
20 capacity of a general contractor,” its Motion is impermissibly vague. Because it is based on obvious  
21 falsehoods, it is vexatious.

22 Plaintiff’s request for a preliminary mandatory injunction fails because Plaintiff provides no  
23 evidence to justify the compliance timetable it seeks, and fails to establish a right to the relief sought.  
24 Photographs of conditions at the neighboring properties show that Plaintiff brought its Motion in  
25 bad faith. Plaintiff also knows that indispensable parties have not been served or have not answered.

26 The City’s Motion, therefore, should be denied.

27 **A. The City misconstrues the core Code section it relies upon.**

28 The City’s quest for injunctive relief is primarily bottomed on its understanding of MPMC

1 Section 4.30.050(c), which deems as a nuisance any building “which is partially destroyed,  
2 damaged, abandoned, boarded up, dilapidated, or permitted to remain in a state of partial  
3 construction.” Plaintiff contends that because construction of the 7 Leaves Project, although 80%  
4 complete by its own estimate, is in a state of partial construction and therefore Plaintiff is entitled  
5 to injunctive relief. On the contrary, the Chans have not “permitted” the project to remain in “a state  
6 of partial construction.” To the contrary, the Subject Property is an active construction site and the  
7 Chans’ general contractor and licensed professionals have been working diligently and ceaselessly  
8 to bring the project to completion. Thus, MPMC Section 4.30.050(c) does not apply,

9       When interpreting a statute, “a practical interpretation should be applied to the statute,  
10 resulting in “wise policy rather than mischief or absurdity.” (*In re Z.R.* (2008) 168 Cal.App.4th  
11 1510, 1513 (citing *In re Rosalio S.* (1995) 35 Cal.App.4th 775, 778.) Courts consider the  
12 consequences that flow from an interpretation of a statute in order to prevent mischief or absurdity  
13 in its application. (*Smith v. Workers' Comp. Appeals Bd.* (2007) 146 Cal.App.4th 1032, 1036-1037  
14 citing *Dyna-Med, Inc. v. Fair Employment & Housing Com.* (1987) 43 Cal.3d 1379, 1392.)

15       Section 4.30.050(c) is obviously intended to apply to projects where construction was  
16 abandoned entirely and the project is defunct, not to active construction projects where the property  
17 owners and their contractors are diligently working with City staff. The interpretation the City urges  
18 would render all ongoing development projects to be *de facto* code violations while buildings are  
19 under construction. This would subject every property owner undertaking a commercial or  
20 residential building project to the City’s unwanted attentions.

21       **B. Plaintiff’s demand that the Court enjoin Defendants from hiring unlicensed**  
22 **contractors or acting in the capacity fails for lack of evidence.**

23       Under Movant’s own authorities, in order to prevail on the prohibitive portion of the  
24 injunction it seeks, it must “show that the condition exists in order to prove its claim” and “prove  
25 that the defendant violated the statute establishing the nuisance”. (Motion at 8:18-20; 9:9-12).  
26 Movant must also demonstrate a reasonable probability it will prevail at trial. (Motion 7:11-26  
27 (citing *IT Corp. v. County of Imperial* (1983) 35 Cal.3d 63)). Plaintiff also points to a “history” of  
28 alleged code violations at the Subject Property and uses these past violations to justify its demand

1 for injunctive relief. [Lozano Decl., 1:17-4:18.] Plaintiff coyly demurs from telling the reader which  
2 of their purported nuisances still exist and which are already abated. As can be seen from Plaintiff’s  
3 discovery responses and statements of Plaintiff’s own counsel, the supposed “nuisance” conditions  
4 referenced in Plaintiff’s “history” have long since been remedied. Plaintiff now claims that the  
5 multitude of code provisions Plaintiff inserted into its FAC were only there for decoration. [Krastins  
6 Decl., ¶¶ 32-35 and cited Exhibits.]

7 Defendants affirmed that they never acted as general contractors or hired unlicensed  
8 contractors. [Chan Decl, ¶¶ 33-40.] The City’s own declarants aver that they met personally with  
9 the City’s licensed general contractor. Plaintiff expressly references the Chans’ designated general  
10 contractor in their FAC. Plaintiff provided no evidence that Defendants ever hired an unlicensed  
11 contractor or have themselves acted in the “capacity of a general contractor”. Plaintiff did not even  
12 define what such a term means. Plaintiff, therefore, has failed to establish that the alleged nuisance  
13 condition exists or that the remedy sought bears a logical relation to the facts and evidence. Plaintiff  
14 instead relies on two inadmissible anecdotes from code enforcement officer Lozano, who  
15 paraphrases statements he claims were made to him by Defendants’ general contractor and by an  
16 unnamed representative of 7 Leaves, Defendants’ tenant. Lozano’s declaration only establishes that  
17 City staff attempted to extract damaging statements from Defendants’ general contractor and tenant  
18 in an apparent attempt to create some sort of breach.

19 This is consistent with the inexplicable, harassing behavior of Monterey Park Economic  
20 Development Manager Joseph Torres. In October of 2024, Torres summoned William Lau,  
21 President of East Asia Bank, one of the Chans’ tenants and an institution in which the Chans hold  
22 an interest, to a “lunch” meeting at a nearby restaurant. Lau has no connection with the 7 Leaves  
23 Project or the Subject Property. Torres told a bewildered Lau that unless Lau urged the Chans to fire  
24 their general contractor and the Chans did so, the City would seize control of the 7 Leaves Project.  
25 [Lau Decl., ¶¶ 1-5.]

26 To the extent that Plaintiff base its Motion on alleged past violations – the “history” in the  
27 Lozano Declaration – their Motion fails. An injunction may issue “against past acts only if there is  
28 evidence that they will probably recur.” (*Paradise Hills Assocs. v. Procel* (1991) 235 Cal. App. 3d

1 1528, 1546). Here, Movant has not specified which alleged past code violations are the basis for  
2 the relief sought, let alone provide “evidence that they will probably recur.” Plaintiff’s Motion is  
3 without legal, evidentiary or logical support, fails, and should be denied.

4 Plaintiff nowhere explains what it means to “act in the capacity of a general contractor.”  
5 They provide no indication what acts are permissible and what acts are prohibited. Plaintiff provides  
6 no guidance to the Court or to Defendants. Nor can Plaintiff’s meaning be divined from their  
7 conduct. Plaintiff’s counsel sent a letter to the Chans prohibiting them from communicating with  
8 the City about the 7 Leaves Project, then the City encouraged the Chans to work directly with the  
9 City’s environmental contractor, and then the City complained when the Chans did as instructed.

10 “An injunction must be sufficiently definite to provide a standard of conduct for those whose  
11 activities are to be proscribed, as well as a standard for the court to use in ascertaining an alleged  
12 violation of the injunction.” (*People ex rel. Dept. of Transportation v. Maldonado* (2001) 86  
13 Cal.App.4th 1225, 1234.) “An injunction which forbids an act in terms so vague that men of  
14 common intelligence must necessarily guess at its meaning and differ as to its application exceeds  
15 the power of the court.” (*Pitchess v. Superior Court* (1969) 2 Cal.App.3d 644, 651.) Because  
16 Plaintiff fails to provide any standard of conduct with which it wishes the Chans to comply, it is  
17 impermissibly vague and Plaintiff’s Motion should be denied.

18 Plaintiff contends that the Chans would not be harmed by the City’s proposed injunction  
19 because it is already illegal to perform unlicensed contracting work, and if the Chans do not intend  
20 to do so, they have nothing to worry about. To the contrary, Defendants would suffer irreparable  
21 harm because issuance of such an injunction implies that Defendants violated statues subjecting  
22 them to criminal and civil liability. Defendants’ names would be indelibly tainted in the public  
23 record. Were the Chans to move for an injunction prohibiting a certain City staff member from  
24 loitering within 1000 feet of a particular schoolyard which the staff member has never visited nor  
25 ever intends to visit, the City likely would similarly object.

26 **C. Plaintiff’s Motion for a preliminary *mandatory* injunction fails because it is**  
27 **unsupported by facts or law.**

28 Plaintiff also demands that “an affirmative order that Defendants proceed with timely

1 completion of construction of the Property through a competent construction management firm and  
2 a licensed general contractor.” Plaintiff’s demand is in bad faith because Plaintiff has been dealing  
3 directly with Defendants’ duly licensed general contractor. The Proposed Order consists of a series  
4 of construction deadlines subject to City approval and which require the installation of a custom-  
5 made underground tank, the delivery of which the Chans have no control over. The City provides  
6 no factual or legal basis or justification for the issuance of a preliminary mandatory injunction to  
7 comply with the City’s arbitrary completion deadlines, which are also impermissibly vague.

8 “Injunctions may be either mandatory, in that they compel a party to take an action, or  
9 prohibitory, in that they attempt to maintain the status quo by restraining a party from taking action.”  
10 (*Itv Gurney Holding v. Gurney* (2017) 18 Cal.App.5th 22, 29.) Because Plaintiff’s Proposed Order  
11 seeks to compel Defendants to comply with various deadlines and perform various activities, it is  
12 on its face mandatory. Mandatory preliminary injunctions are rarely granted, and "a very urgent case  
13 is required to justify a mandatory preliminary injunction and that a clear case of prospective injury  
14 is indispensable." (*Alvarez v. Eden Tp. Hosp. Dist.* (1961) 191 Cal.App.2d 309, 312.) The granting  
15 of a mandatory injunction pending trial is not permitted except in extreme cases where the right  
16 thereto is clearly established." (*Teachers Ins. & Annuity Assn. v. Furlotti* (1999) 70 Cal.App.4th  
17 1487, 1493, *Board of Supervisors v. McMahon* (1990) 219 Cal.App.3d 286, 295-296.)

18 At 7:5-8 of their Motion, Plaintiff paraphrases CCP § 526(a)(1) as follows: “A preliminary  
19 injunction is appropriate when it appears the party applying for relief is entitled to the relief  
20 demanded, and all or part of the relief consists of restraining the commission or continuance of the  
21 act complained of, *or commanding certain conduct*, either for a limited period or perpetually.”

22 However, the actual text of section 525(a)(1) is as follows: “An injunction may be granted  
23 in the following cases: An injunction may be granted in the following cases: When it appears by the  
24 complaint that the plaintiff is entitled to the relief demanded, and the relief, or any part thereof,  
25 consists in restraining the commission or continuance of the act complained of, either for a limited  
26 period or perpetually.” Plaintiff inserted the spurious phrase “or commanding certain conduct” into  
27 section 526(a)(1), transforming it from providing purely prohibitory relief into a statute that includes  
28 mandatory injunctive relief as well. Plaintiff cannot demonstrate a “clearly established right” to

1 mandatory preliminary injunctive relief by adding words to a statute which the statute does not  
2 contain. Plaintiff's conduct eludes polite explanation.

3 Plaintiff's Motion fails because Plaintiff misrepresented the law; it made no attempt to  
4 satisfy the threshold for a preliminary *mandatory* injunction – namely proving the requisite urgency  
5 and demonstrating clear case of prospective injury. (*Alvarez v. Eden Tp. Hosp. Dist.* (1961) 191  
6 Cal.App.2d 309, 312.) The only justification given for the various deadlines in the Proposed Order  
7 are the unfounded personal opinions of the City's chief code enforcement officer, its third-party  
8 Building Official and another third-party Building/Safety official. None of these declarants cites  
9 any facts or evidence to demonstrate a clear case of prospective injury; none of the declarants  
10 provides a fact-based rationale for the deadlines in the Proposed Order. Because Plaintiff's Motion  
11 is without evidentiary, legal or logical support, the Motion fails and should be denied.

12 **D. Plaintiff's demand for mandatory injunctive relief fails because it is impermissibly**  
13 **vague and requires the occurrence of events which are outside Defendants' control.**

14 Plaintiff's Proposed Order requires Defendants to hire a "competent" general contractor and  
15 construction management consultant, but does explain how this competency is to be determined.  
16 Plaintiff implies that these professionals must be vetted by the City or the Court. The Proposed  
17 Order also implies that the City does not consider the present general contractor to be competent.  
18 Plaintiff also demands that Defendants "ensure full compliance with Best Management Practices"  
19 but nowhere explains what these "Best Management Practices" are, where they might be found or  
20 who will determine if compliance has been achieved.

21 Another source of confusion is Plaintiff's demand that by Feb. 28, 2025, Defendants "Inform  
22 the Court and Plaintiffs in writing of the name, license number and contact information of your  
23 construction management consultant and licensed contractor." Plaintiff already knows that  
24 Defendants' licensed contractor is Joven. It has known this for well over a year. Plaintiff also does  
25 not define "construction management consultant" and provides no rationale for why Defendants  
26 should retain one when the project is substantially complete. Plaintiff does not explain how the  
27 services provided by general contractor Joven for the nearly completed project differ from those that  
28 would be provided by a "construction management consultant." A search of the California Code

1 reveals no reference to construction management consultants.

2 Plaintiff's Proposed Order requires Defendants to ensure the occurrence of events over  
3 which they have no control. Six items in the Proposed Order are all subject to City inspection and  
4 approval. Defendants have no control over the vagaries of the City's staffing or the City's ability  
5 to provide timely and good faith inspections and reviews. Finally, as set forth in the Chan  
6 Declaration, the timing of the project's completion is contingent upon the City's final approval of  
7 the underground storage tank, and its delivery from the manufacturer through the vendor to the site.  
8 None of the electrical work can proceed before the sewer system and LID tank have been installed.  
9 As Civil Code section 3531 states, "the law never requires impossibilities."

10 **IV. CONCLUSION**

11 Inexplicably, Plaintiff transmuted a nearly completed commercial development on a parcel  
12 surrounded by vacant lots into a "public nuisance" requiring immediate court intervention, while  
13 the neighboring litter-strewn magnets for gang members, transients and criminals remain a sanctuary  
14 where a favored property owner and contractor may commit the grossest violations of the City's  
15 nuisance ordinances with the City's blessing. Plaintiff seeks to prohibit actions which never  
16 occurred, bind parties who are not before the Court, and require Defendants to ensure the occurrence  
17 of events outside of Defendants' control. There is no reasonable basis for the subject Motion.  
18 Plaintiff provided neither evidence nor colorable legal authority nor reasoned argument for the relief  
19 they seek. The Motion fails and should be denied in its entirety.

20

21 Dated: January 31, 2025

**LAW OFFICE OF ANDREW O. KRASTINS**

22



23

Andrew O. Krastins  
Attorneys for Defendants Edward M. Chan,  
Howard Chan, Man-Fei Chan Gold and  
Patricia Yu Chan

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**EVIDENCE ITEM 2**

**Exhibit 2**

**EVIDENCE ITEM 2**

1 Andrew O. Krastins, Esq. (State Bar No. 179699)  
2 Beverly J. Bickel, Esq. (State Bar No. 182600)  
3 LAW OFFICE OF ANDREW O. KRASTINS  
4 333 W. Sixth Street, Suite 213  
5 San Pedro, CA 90731  
6 Tel: (562) 357-9789  
7 Email: [Akrastinslaw@aol.com](mailto:Akrastinslaw@aol.com)

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County of Los Angeles  
1/31/2025 5:22 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By E. Madrid, Deputy Clerk

8  
9 Attorneys for Defendants Edward M. Chan,  
10 Howard Chan, Man-Fei Chan Gold and  
11 Patricia Yu Chan

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

THE PEOPLE OF THE STATE OF  
CALIFORNIA, *et al.*,

Plaintiffs,

v.

ROBERT CHAN, an individual, *et al.*,

Defendants.

Case No. 24NNCV00087

**DECLARATION OF EDWARD M. CHAN  
RE STATUS OF 795 W. GARVEY AND IN  
OPPOSITION TO PLAINTIFF'S  
MOTION FOR ISSUANCE OF  
PRELIMINARY INJUNCTION**

**[filed concurrently with Opposition to  
Motion for Issuance of Preliminary  
Injunction; Request for Judicial Notice;  
Evidentiary Objections; Proposed Order re  
Evidentiary Objections; Declarations of  
Andrew O. Krastins, Martin Flores, Chris  
Lindsey, William Lau, and Kristion  
Grbavac; exhibits]**

Dates: February 14, 2025

Time: 8:30 a.m.

Dept.: E

Judge: The Hon. Ashfaq G. Chowdhury

Action Filed : March 7, 2024

Trial Date : None Set

1 I, Edward Chan, declare as follows:

2 1. I make this Declaration in opposition to Plaintiff’s Motion for Issuance of a Preliminary  
3 Injunction. I am over eighteen years of age and am a Defendant in this action. If called as a witness, I  
4 could and would testify to the following facts from my own personal knowledge.

5 2. I am the son of Robert Chan and Elaine Chan. Defendant Patricia Chan is my wife;  
6 Defendant Man Fei Chan Gold is my sister. Defendants Howard Chan and Raymond Man-Shu Chan  
7 are my brothers.

8 3. My parents emigrated to the United States in the late 1950s fleeing oppression in  
9 China. They worked hard, saved and eventually were able to open a small grocery store. By the  
10 1970s, my parents were able to buy the small shopping center on a portion of the lot at the northeast  
11 corner of Atlantic Boulevard and Garvey Avenue in the City of Monterey Park.

12 4. The shopping center is home to numerous long-time small businesses, including a  
13 Chinese-language bookstore, the popular Capital Seafood Chinese restaurant and other legacy small  
14 businesses catering to the Chinese immigrant community. The portion of the lot at Atlantic and  
15 Garvey which my family owns includes the shopping center and small businesses and adjacent  
16 parking areas, including the lot at the northeast corner of Atlantic and Garvey at 795 W. Garvey. It  
17 was formerly a gasoline station. We do not own the 99 Ranch Market and its adjacent parking area.  
18 We are developing the 795 W. Garvey property (“the Chan Property”) with a 7 Leaves Café and  
19 commercial office space.

20 5. Directly across Garvey from my family’s property is a large unattended vacant lot  
21 at 780 W. Garvey. From my recollection, it has been vacant for at least 20 years and once was the  
22 site of a gas station. As of the date of this Declaration, there are signs on the 780 W. Garvey lot  
23 advertising it as a possible site for a warehouse.

24 6. Diagonally across from the Chan Property is another longtime vacant lot which  
25 extends uphill westwards where it abuts a residential neighborhood. From my memory, this vacant  
26 lot has been vacant for at least 30 years. I do not understand how my family’s nearly-complete 7  
27 Leave Café project can possibly decrease the value of these neighboring vacant lots, as the City’s  
28 First Amended Complaint appears to allege.

1           7.        Abutting our shopping center immediately to the north is a vacant lot at 220 N.  
2 Atlantic Boulevard. I know from direct observation that 220 N. Atlantic has been vacant for nearly  
3 20 years and was the site of a long-closed and demolished Chinese restaurant. As I recall, in the  
4 mid-2010s, the City and the 220 N. Atlantic property owner announced plans for a large hotel  
5 development there. The hotel was never built and the lot has been vacant ever since. Over the past  
6 few years, I have observed that 220 N. Atlantic has been used as a storage yard. I also observed and  
7 photographed persistent litter, overgrown weeds, dead plants, broken and downed fencing, graffiti,  
8 and similar unattractive conditions at 220 N. Atlantic.

9           8.        I personally observed that until September or October 2024, the 220 N. Atlantic lot  
10 was used to park unattended and unsecured heavy construction vehicles and large piles of sewer  
11 pipes of various sizes, all easily accessible through large holes in the fence abutting our shopping  
12 center and the Bank of America directly to the north. From the Declaration of gang expert Martin  
13 Flores, I understand that these conditions constitute a genuine danger to neighbors and the public  
14 far graver than any of the conditions the City alleged to exist at the Chan Property.

15           9.        As set out in the Declarations of Christian Grbavac and gang expert Martin Flores,  
16 City officials themselves actively participated in creating, approving, and permitting conditions at  
17 220 N. Atlantic which have been an obvious attraction to gang members, the homeless, and at-risk  
18 youth. Attached to Mr. Flores' Declaration as **Exhibit R** are true and correct copies of photographs  
19 of 220 N. Atlantic that I took on April 16, 2024 which support Mr. Flores' statements.

20           10.       From my own observations and the facts, photographs, and documents in the  
21 Grbavac and Flores Declarations, I conclude that the City's lawsuit against us unfairly and  
22 intentionally targets my family and our property while the City treats the derelict vacant lot  
23 immediately to the north differently, by affirmatively directing favored contractors to use the  
24 derelict vacant lot (220 N. Atlantic) as a storage yard and by permitting its property owner to  
25 maintain nuisance conditions in obvious violation of the same Code provisions that the City claims  
26 my family is violating, all of this for the profit of the favored property owner of 220 N. Atlantic.

27           11.       On April 17, 2024, I submitted a Public Records Act Request to the City asking for  
28 all citations and notices of violation the City sent to the owners of 220 N. Atlantic from 2013 through

1 the date of the Request, and for all written communications between the City and the owner for 220  
2 N. Atlantic for the same period. On October 14, 2024, I submitted a more detailed Public Records  
3 Act request, which identified the owner of 220 N. Atlantic as 220 N. Atlantic, LLC.

4 12. I again asked for all notices and citations for code violations at 220 N. Atlantic, and  
5 for public records transmitted to or received from its property owners. I understand that deputy City  
6 Attorney Timothy Campen reviewed my Public Records Act requests and decided what records to  
7 produce and what to withhold. The only records responsive to my requests that the City provided  
8 were a few notices of violation to the owner of 220 N. Atlantic, the latest of which was dated 2020.  
9 There were no records indicating that the 220 N. Atlantic property owner was ever issued a citation  
10 or was ever fined. The City produced none of the correspondence or other records exchanged  
11 between the City and the 220 N. Atlantic property owners. It still has not done so. [True and correct  
12 copies of my Fourth and October 14, 2024 Public Records Act Requests are attached hereto as  
13 **Exhibits A and B** respectively.]

14 13. Our general contractor, architect, engineers and other professionals have been  
15 working directly with the City to bring the 7 Leaves project to completion as quickly and efficiently  
16 as possible. The key contractors for the 7 Leaves project are as follows:

- 17 A. Joven Construction Services, Inc. aka Joven Engineering and Construction has been the  
18 licensed general contractor for the project since November of 2023.
- 19 B. Patrick Chiu & Associates is the project architect.
- 20 C. Cal Land Engineering is our contractor for the complex issues relating to the  
21 underground work required by California and Monterey Park environmental regulations.
- 22 D. Perfect Design & Engineering is a licensed mechanical engineering firm.
- 23 E. Santa Fe Water Systems (SFWS) is a water treatment system company.

24 14. On January 30, 2025, I took photographs of the 7 Leaves Project which accurately  
25 represent the progress to date. The lot is secured by fencing and a locked gate. Security features  
26 are prominently placed. These include security cameras, “no trespassing” signs and “under  
27 surveillance” signs. [True and correct copies of these photographs are attached hereto as Exhibit  
28 P.]

1           15.     Because my contractors were focused on the sewer and LID water systems program,  
2 I deferred renewing the building permits until the LID system and sewer systems were approved.  
3 Our rationale was that we could not begin final building until this underground infrastructure was  
4 complete. Prior to this, we cannot drywall until the electrical system is complete. The electrical  
5 system cannot be installed and completed until the underground improvements are complete. Also,  
6 the building we are providing is merely a shell, which will be finished by the new tenants according  
7 to their own needs and specifications. Installing any sort of copper wiring, copper freon lines for air  
8 conditioning and copper electrical vault equipment prior to the completion would attract thieves and  
9 vandals. There has been a rash of thefts in commercial buildings which target anything made of  
10 copper. My family has personally experienced theft of copper at several of our shopping centers.  
11 That is why we secured the lot with sturdy fencing, and put up security equipment, “no trespassing”  
12 signs, and “under surveillance” signs.

13           16.     As of the date of this Declaration, a request for renewal of the building permit for the  
14 7 Leaves Project has been submitted.

15           17.     In its papers, City staff, including Dennis Tarango and Rey Lozano, repeatedly keep  
16 contending that runoff of water from our property during heavy rains in 2023 is a continuing  
17 problem that has not been abated. After the rains, the City advised that the sandbags encircling the  
18 Property were insufficient. We replaced and augmented the sandbags. We have long since ensured  
19 that the sandbagging of the Property comply with the City’s requirements. We are in full compliance  
20 with City and State requirements regarding the prevention of improper discharges into the public  
21 sewer system and are abiding strictly by the discharge protocols now in force. The City has not  
22 advised us otherwise.

23           18.     Because City Building Official Dennis Tarango, at two in-person meetings, told me  
24 to work directly with the City’s environmental consultant John L. Hunter & Associates, up until  
25 September 2024 I followed Mr. Tarango’s instructions and tried to act as a conduit between our  
26 contractors and the City’s consultant. However, from September 2024 onward I have avoided any  
27 contact with City personnel or any City contractors regarding the 7 Leaves project. From that time,  
28 only our contractors, including our engineers and architect, have communicated with the City

1 regarding the project. All submissions and resubmissions have been and continue to be through  
2 them.

3 19. Work on the project was delayed in 2020 through 2023 because of the Covid  
4 pandemic, which resulted in mandatory shutdowns of private businesses and government offices,  
5 and slowdowns and labor shortages in the local construction industry, to which I can personally  
6 attest. When the pandemic subsided and restrictions were lifted, the construction labor shortage  
7 continued. I understand that the construction labor market still has not recovered to its pre-pandemic  
8 levels.

9 20. Another major cause of delays in the project was the record rainfall in 2023 and 2024.  
10 By this time, our lot had been excavated to make space for the initial version of the underground  
11 storage tank. This resulted in a pile of excavated dirt that will be used for refill once the tank is  
12 installed. This work could not proceed while the earth was soaked with rainwater. It does not make  
13 sense to fill in the hole only to excavate it again.

14 21. Our engineering contractor for the underground storage plan resubmitted permit  
15 applications on December 17, 2024. Approval of these applications is the only major obstacle to  
16 completion of the project. As I will relate below, all communications regarding these technical  
17 engineering issues have been between the City and our licensed well-established professionals.  
18 Neither my family nor our contractors have any control over the City's permitting and plan review  
19 practices.

20 22. City Attorney Campen and Mr. Tarango claim that electrical and similar work can  
21 be completed while the tank issue is still being reviewed by City staff and its various plan review  
22 contractors. As to the interior of the structure, we have completed the drywall and made as many  
23 interior improvements as are feasible. However, contrary to what Mr. Campen and Mr. Tarango  
24 claim, it is not possible to install the electrical system before the sewer system and underground  
25 storage are completed without having to then remove that electrical system to allow the tank and  
26 sewer system to be installed. This is what Southern California Edison requires, and it makes perfect  
27 sense because the electrical system installation will necessarily require Edison to conduct  
28 excavations and install underground wiring.

1           23.     If the underground electrical system is installed before the tank and sewer system,  
2 the electrical system would then have to be removed because excavation for the tank and sewer will  
3 be deeper than those for the underground electrical connections. This is why the electrical system  
4 has not yet been installed. It has not been unreasonably delayed.

5           24.     Similarly, the costly underground tank cannot be purchased until the City's final  
6 approvals are complete. Should the City find fault with a purchased tank, the tank would be a useless  
7 and wasteful expense needlessly incurred. Neither my family nor our highly competent contractors  
8 have any control over the City's permitting and plan review decisions, nor of their timing. Nor do  
9 we have any control over how long it will take the vendor to obtain the tank from the manufacturer.  
10 Therefore, it is impossible for us to provide the completion date that Attorney Campen demands.  
11 All of the Chans' contractors and professionals have been working directly with the City in as  
12 efficient and diligent a manner as possible. There is no more that we can do. Purchase of the  
13 underground tank has not been unreasonably delayed.

14           25.     The City and its attorneys repeatedly and falsely stated that I somehow acted as a  
15 "general contractor" on the 7 Leaves project. On December 22, 2023, City Attorney Timothy  
16 Campen sent my family a letter stating that I am prohibited from contacting any City officials about  
17 the 7 Leaves project and that any communications can only be made through our general contractor.  
18 On September 9, 2024, Attorney Campen sent my attorney Andrew O. Krastins an email accusing  
19 me of somehow improperly contacting City staff and adding that he planned to file an ex parte  
20 motion for a restraining order to prevent anyone in my family from "acting as a general contractor".  
21 [A true and correct of the December 22, 2023 letter is attached hereto as **Exhibit C**; Attorney  
22 Campen's September 9, 2024 email is attached hereto as **Exhibit D**.]

23           26.     On the contrary, neither my brother Howard nor I ever acted or sought to act as  
24 "general contractor" for the 7 Leaves project. My family owns several commercial real properties  
25 in Los Angeles County, including several traditional small shopping centers which were common  
26 when my parents began building their businesses in the 1960s and 1970s. Our tenants typically are  
27 traditional small businesses that were common back in the 1960s, as opposed to the large national  
28 chains, which in my experience, city governments want to attract because of the belief they will

1 better fund municipal governments.

2           27. As a proactive commercial property owner, I frequently contact city officials and  
3 staff regarding my family’s properties. In none of these many interactions have I ever been told by  
4 city staff or city officials that I could not communicate with them regarding my own property, or  
5 that if I communicated with a city employee or official about a proposed development on my own  
6 property I was acting as a *de facto* “general contractor.” The December 22, 2023 letter from  
7 Attorney Campen is the first time I have encountered such a thing.

8           28. I understand that everyone has a right to communicate with public officials. In my  
9 experience, the general construction contractor in charge of the final construction and completion  
10 of an entire project does not and cannot competently interact with city officials about matters outside  
11 the general contractor’s field of expertise. Such areas include geology, engineering, underground  
12 water systems and many other matters. Barring anyone but the general contractor from  
13 communicating with the City about any aspect of the project can only bring completion of the project  
14 to a halt because a general contractor’s expertise is limited, and it could compel the general  
15 contractor to opine on technical matters outside the general contractor’s field of expertise.

16           29. The general contractor for my family’s 7 Leaves project is Joven Engineering and  
17 Construction (“Joven”), a company based in Los Angeles with an additional office overseas. I  
18 understand that Joven has been in business since 1986, with countless commercial and residential  
19 construction projects throughout Southern California and overseas.

20           30. We terminated our prior licensed general contractor because we discovered the prior  
21 contractor’s general license appeared to be out of date, and because we lost confidence in the prior  
22 contractor to deal adequately with the underground tank issue. When, in early November 2023, I  
23 attempted to formally advise the City that we intended to replace the prior general contractor with  
24 Joven, City staff informed me that we are prohibited from retaining a new general contractor unless  
25 we obtain a signed release from the prior contractor. This required numerous needless and fruitless  
26 communications with various City staff who gave us conflicting information. In my experience, the  
27 notion that a property owner may not retain a new general contractor without the written permission  
28 of a prior contractor who was being dismissed for cause is obviously preposterous. The City did

1 not accept Joven as the new general contractor until January 8, 2024. This resulted in an entirely  
2 avoidable delay of two months.

3 31. In paragraph 26 of the City's First Amended Complaint, the City relates as true  
4 alleged conversations between City staff and our general contractor Joven. The City states it "is  
5 informed and believes and thereon alleges" that Joven said "the owner thinks he is a contractor."  
6 This statement, if such a statement was made and the context and intended meaning are accurate, is  
7 false. Neither I nor my brother, Howard Chan, think we are contractors, general or otherwise.

8 32. At 4:2 of its Motion, the City states: "The Property Owners' designated general  
9 contractor advised at [July 24, 2024] that Howard and Edward Chan were still acting as the general  
10 contractor for this development and had not authorized him to proceed with construction despite  
11 being ready and able to do so." The only evidence the City cites is the same statement as related by  
12 Senior Code Enforcement Compliance Officer Rey Lozano, who relates the same anecdote in  
13 paragraph 20 of his Declaration. The statement, if it was made, is false.

14 33. Neither I nor my brother ever claimed to be or acted as general contractors. The  
15 City's allegations appear intended to foster friction and confusion between my family and our  
16 general contractor. To rebut the allegations the City "is informed and believes" are true, would  
17 require involving our busy general contractor and other busy professionals directly in the City's  
18 lawsuit. The City's tactics are interfering with and delaying timely completion of the project and the  
19 grand opening of the 7 Leaves Café. At paragraph 21 of his Declaration filed with the subject  
20 Motion, Rey Lozano states:

21 "On August 14, 2024, I spoke with a representative of tenant 7 Leaves Café about  
22 progress with their tenant improvements at the Property. 7 Leaves Café is a regional chain  
23 that contracted with the Property Owners several years ago to occupy a portion of the  
24 Property. Because of their considerable development experience, 7 Leaves Café has  
25 offered on several occasion to take over construction to get it completed, but the Property  
Owners declined each time. The 7 Leaves Café representative further advised that Howard  
and Edward Chan were trying to do 'everything' themselves, rather than having  
experienced professionals manage construction."

26 We are not and have never been trying to do everything ourselves.

27 34. The statements Lozano attributes (above) to an unnamed 7 Leaves representative are  
28 false and misleading. First, we have a contract with 7 Leaves which already specifies the rights and

1 duties of the parties. Second, all of the technical issues relating to the project are being handled by  
2 highly experienced architects and engineers, and the City has been dealing with those professionals  
3 directly. Nobody from the City has ever stated or otherwise indicated to me that general contractor  
4 Joven, Cal Land Engineering, Perfect Design & Engineering or architect Patrich Chiu are anything  
5 other than “experienced professionals.”

6 35. The City has been in repeated email communication with 7 Leaves about progress  
7 on the project but has kept these emails from us. I was not aware of them until I received them from  
8 7 Leaves days later. It is plain from these emails that 7 Leaves is complaining about the City failing  
9 to timely process the plans, and not about me or my family. In emails from January 10, 2025 email  
10 from 7 Leaves’ Construction and Facilities Manager Johnny Ngyuen to the City’s Economic  
11 Development Manager Joseph Torres, Ngyuen writes: “Hello Joe, Happy New Year! Thank you for  
12 taking my call today—it was great catching up with you, and I’m glad to hear you’re doing well. As  
13 a follow-up, Ray with Calland Engineering submitted the LID plans to Peter Shiau (Public Works)  
14 back in early December. Would you mind checking in with him to help move our project forward?  
15 Your continued support is truly appreciated.” The emails make clear that, up to January 7, 2025, the  
16 plans were still stuck in the City’s planning and building/safety departments. [True and correct  
17 copies of the email exchange between Ngyuen and Torres are attached to Defendants’ Evidence as  
18 **Exhibit N**].

19 36. Attorney Campen has repeatedly demanded that my family and I provide a  
20 completion date for the 7 Leaves project and he appears to believe that various portions of the project  
21 can be completed independently of the others. This is not true.

22 37. First, the underground storage tank is in the final stages of permitting. The tanks must  
23 first be purchased from vendor Santa Fe Water Systems. However, the tanks cannot be purchased  
24 before the City completes its permitting procedure, because a failure to approve tanks after we  
25 bought them would make the specially ordered tanks useless to us. On December 17, 2024, Cal  
26 Land Engineering resubmitted its plans to the City for staff review. The City is already familiar  
27 with Cal Land because Cal Land prepared the original plans for the now obsolete design.

28 38. As of the date of this Declaration, the City has issued the permit for the sewer pump.

1 However, plans for the underground tank (LID water filter system) is still under review by the City.  
2 I understand that CalLand submitted plans incorporating the City's corrections on January 24, 2025.

3 39. In October of 2024, City of Monterey Park Economic Director Joseph Torres made  
4 an unsolicited telephone call to William Lau, president of Eastern International Bank, a major long-  
5 term tenant at my family's shopping center, and offered to take him to lunch at the upscale Chef  
6 Tony restaurant on Atlantic Boulevard, a few blocks north of our bank. On October 10, 2024, Mr.  
7 Lau met Torres at the restaurant. Torres claimed the City received citizen complaints that the 7  
8 Leaves project was an eyesore. According to Mr. Lau, Torres urged Mr. Lau to induce the Chans  
9 to hire a different general contractor, and indicated that otherwise the City would take over the 7  
10 Leaves Project. I regard this as harassment and an improper intrusion into my family's relations  
11 with our tenants, and into our private business affairs.

12 40. The City's allegations about statements imputed to our general contractor and to the  
13 owners of 7 Leaves Café are particularly harassing and vexatious because there is no way to rebut  
14 them other than directly involving our general contractor, Joven, and 7 Leaves Café in these legal  
15 proceedings which the City commenced. By trying to prevent me from contacting City staff about  
16 my own property, the City appears to be trying to gain an unfair advantage in its lawsuit, because  
17 the City would remain free to elicit statements from my contractors and business relations and to  
18 mold their statements into claims that appear damaging, while denying me the right to contact City  
19 staff myself.

20 41. The only remaining substantial problems to be solved on the project are installation  
21 of the sewage disposal system and underground storage tank. Initially, the City approved plans  
22 which were premised on an erroneous calculation of the depth of the City's sewer pipe along Garvey  
23 Boulevard. The City's sewer pipe is much higher than initially understood, resulting in the need to  
24 now install a pumping system for the project's septic tank. This is a purely technical problem  
25 requiring the knowledge of skilled engineers and is outside the purview of general contractor Joven.  
26 It is being addressed by skilled engineers listed above.

27 42. In November 2023, the City notified me that it wanted to meet with us about the 7  
28 Leaves project. The City suggested a tentative date. When the City did not finalize the date, I

1 presumed the City had decided not to go forward with a meeting. A few days before Thanksgiving,  
2 the City notified me that it still wanted to meet on the original tentative date. I advised the City that  
3 it would need to reschedule for the following week because my attorney was not available.

4 43. Instead of rescheduling the meeting, Deputy City Attorney Timothy Campen on  
5 December 23, 2023 sent us a letter which included a schedule of completion dates for the 7 Leaves  
6 project with which it was impossible to comply, because of the underground septic tank/pumping  
7 system issue. Mr. Campen's letter also states:

8 "Please Be Further Advised that *all communications with the City regarding construction*  
9 *on the Property*, particularly with the Building and Safety Division and the Public Works  
10 Department, *must be conducted exclusively through your general contractor or its*  
11 *authorized agents.*" [emphasis added].

12 The City stated that it planned to sue us. It instructed us to contact Mr. Campen. [A true and correct  
13 copy of the City's December 23, 2023 letter is attached hereto as **Exhibit C.** ]

14 44. On February 23, 2024, our attorney Andrew O. Krastins telephoned Mr. Campen's  
15 office and left a message asking to reschedule the meeting with City Staff. Not receiving a call  
16 back, on February 25, 2024 our attorney emailed City Attorney Campen a letter setting out our  
17 efforts to complete the project and asked to reschedule the cancelled meeting with City staff as soon  
18 as possible to resolve outstanding issues, including the underground sewage disposal system  
19 problem.

20 45. Still receiving no response, Mr. Krastins contacted relevant City staff and advised  
21 them that he had unsuccessfully tried to get in touch with Mr. Campen and that we want to meet  
22 with staff regarding completion of the 7 Leaves project. Still receiving no response, Mr. Krastins  
23 on March 4, 2024 sent an email to Mr. Campen's superior, City Attorney Karl Berger, relating Mr.  
24 Krastins' efforts to contact Mr. Campen and to schedule a meeting with staff. Mr. Krastins also sent  
25 an email to Mayor Thomas Wong, who represents the district where our property is located, advising  
26 the Mayor of our efforts to contact Mr. Campen and set up a meeting with staff. [A true and correct  
27 copy of the relevant email exchange between Mr. Krastins and various City officials, which I  
28 received from Mr. Krastins, is attached hereto as **Exhibit E.**]

1           46.     Only after contacting Mr. Campen’s superior and Mayor Wong did Mr. Krastins  
2 receive a response from Mr. Campen, which stated:

3           “Dear Mr. Krastins, I am the Assistant City Attorney for the City of Monterey Park and  
4 assigned to this matter. I am available for a phone call if you like. Please let me know what  
5 time works best for you.” (See the 11<sup>th</sup> page of **Exhibit E**).

6 Mr. Campen’s response did not address our numerous efforts to contact him.

7           47.     We agreed to meet on March 18, 2024 at City Hall. Howard Chan, Mr. Krastins, and  
8 I attended the meeting. Also attending the meeting were Mr. Campen, City Building Official Dennis  
9 Tarango, Code Enforcement officer Rey Lozano, and other City staff.

10          48.     At the meeting, City Attorney Campen served us with the City’s Complaint. Mr.  
11 Campen stated that City Council members had complained about our property and indicated that the  
12 purpose of the Complaint was to pressure us to finish the project. Mr. Campen stated that the project  
13 was “80 percent complete” and said that a judge would “probably not” grant the City’s request that  
14 the Court appoint a receiver.

15          49.     At the beginning of the meeting, Mr. Krastins passed out copies of the City’s  
16 December 22, 2023 letter (**Exhibit C** here) and we used it to discuss each issue the City raised. Mr.  
17 Krastins stated his intent that the City letter serve as an agenda for achieving mutual understanding  
18 and for identifying which issues were resolved and which remain outstanding. We went through  
19 the issues in the letter, in order. The City acknowledged that almost all Code violations for which  
20 we were served Notices and Citations were completely resolved.

21          50.     During the meeting, we discussed the technical problems with the underground  
22 storage tank, sewage disposal and related issues. I carefully explained to Building Official Tarango  
23 and to City staff that redesign of the sewer pump station, which we need to connect the sewer line  
24 out of the building to the City, is necessary because the City’s street line is actually very shallow  
25 and is higher than the line that comes out of our property. The delay regarding the sewer system  
26 was caused because the City did not identify the problem in its plan check. City Building Official  
27 Tarango acknowledged that there are technical complexities in connection with the underground  
28 LID tanks and urged Howard and me to work directly with the City’s engineering contractor, John

1 L. Hunter and Associates, Inc. (“Hunter & Associates”), a firm which I understand the City hired to  
2 help with the 7 Leaves project by providing technical expertise which City staff lacked.

3 51. At no time during the meeting were we advised by Mr. Campen or City staff that we  
4 are not to contact the City directly about the project, or that only general contractor Joven is  
5 permitted to contact the City about the project. To the contrary, I understood the City’s position, as  
6 stated at the meeting by Mr. Tarango, to be that Howard and I should take an active role in working  
7 with Hunter & Associates.

8 52. Toward the end of the meeting, after we discussed each issue raised in Mr. Campen’s  
9 December 23, 2023 letter (**Exhibit C** attached hereto), Mr. Campen and Mr. Tarango expressly  
10 acknowledged that the prospective completion dates in the letter are not tenable or even possible.  
11 Mr. Campen advised that the City would send us a revised schedule of prospective completion dates  
12 reflecting the information we provided to the City during the meeting.

13 53. However, the City never provided us with a revised schedule. Instead, the City filed  
14 a First Amended Complaint whose newly added allegations are premised on the bad faith claim that  
15 the completion dates in the City’s December 23, 2023 letter (**Exhibit C** attached hereto) are still  
16 viable and that the alleged code violations remain unremedied.

17 54. After our March 18, 2024 meeting with Mr. Tarango, City staff, and attorney  
18 Campen, we hired Perfect Design and Engineering, a top-rated local design and mechanical  
19 engineering company that includes plumbing and sewer pumps among its specialties.

20 55. On April 2, 2024, my architect submitted the revised sewer plans through the City’s  
21 online portal. On April 18, 2024, I paid the fee the City requested.

22 56. The City returned the plans with comments. On May 22, 2024, my architect made  
23 the corrections the City requested and resubmitted the plans. On June 6, 2024, the City requested  
24 the very same corrections that my contractors already made on May 22, 2024. On June 10, Perfect  
25 Design and Engineering advised the City that the corrections the City was requesting were already  
26 made and submitted on May 22, 2024. Nonetheless, on June 11, 2024 we again submitted the  
27 corrections. On June 25, 2024, the City again requested the same corrections. My contractors  
28 submitted the most recent corrected plans on July 26, 2024, which were the same as we submitted

1 on May 22, 2024. [True and correct copies of the email correspondence memorializing the foregoing  
2 are attached hereto in **Exhibit F(1)** (except for email attachments which are omitted here in the  
3 interest of conciseness).]

4           57.     Receiving no communication from the City, my architect tried to follow up numerous  
5 times in the third week of August 2024 but received no response. On August 15, 2024, my architect  
6 again followed up with the City about the status of the plan review. Finally, on August 20, 2024,  
7 the City claimed it had not received the plans which we had submitted twice before. On August 22,  
8 2024, my architect submitted the final plan revision for the third time. On September 3, 2024, the  
9 City advised that our final plan revisions had been passed on to the City building engineer but were  
10 not yet cleared. As of September 18, 2024, neither my general contractor nor architect nor Perfect  
11 Design and Engineering nor have I received any communication regarding the status of the final  
12 plan revision for a key part of the project which must be completed before 7 Leaves Café can open.  
13 The sewer system plans went back and forth between the Planning Department and the Building  
14 Department for no less than three months. As of December, the City finally advised that the plans  
15 for the sewer system were approved.

16           58.     I observed that after the Covid epidemic, the City experienced severe staffing and  
17 funding issues. I understand that numerous key City functions, such as plan checks and similar  
18 essential technical services are now performed by a variety of off-site contractors instead of being  
19 performed by experienced, thoroughly vetted and trained City employees working at City Hall who  
20 have direct knowledge of the community. This may have contributed to the months of delay and  
21 lack of communication from the City that I note above. These delays are not our doing.

22           59.     In accordance with the City's and Mr. Tarango's invitation, a few weeks after the  
23 March 16, 2024 meeting, I reached out to Michelle Kim, the Water Resources Engineer with Hunter  
24 & Associates assigned to deal with the 7 Leaves project on the City's behalf. We met with Michelle  
25 Kim on May 28th, 2024 for her to review the tank size. During the meeting, we conveyed  
26 information from our engineers, who suggested another more efficient and overall superior option  
27 for the LID tank system. [A true and correct copy of the email is attached as Exhibit F(2) ].

28           60.     I arranged for a meeting at the site, which was attended by Building Official Tarango,

1 Code Enforcement Officer Lozano, Howard Chan, and our general contractor, Joven. During the  
2 meeting, Dennis Tarango urged us to work closely with Hunter & Associates. At the meeting,  
3 neither Mr. Tarango nor anyone else suggested that I was prohibited from contacting the City  
4 directly. To the contrary, they advised us to do just the opposite.

5 61. I carefully monitored and participated in the communications between Engineer  
6 Michelle Kim, Mr. Tarango and other City staff, and the consultants and firms my family hired to  
7 resolve the water/tank/pumping/sewage issues and to bring the 7 Leaves project to completion as  
8 soon as possible. All of my communications with City staff and with Hunter & Associates are  
9 cordial; City staff praised my assistance. City staff encouraged my efforts. I have attached hereto  
10 relevant email exchanges between myself, Michelle Kim, the City, and our technical specialists  
11 working on the tank/pumping and sewage issues. None of these suggests that I was acting as a  
12 “general contractor” or anything other than a concerned and diligent commercial property owner  
13 trying to ensure that the various parties are communicating and working together to get the issue  
14 resolved. [True and correct copies of the referenced emails are attached hereto as **Exhibit G** (except  
15 for email attachments which are omitted here in the interest of conciseness).]

16 62. On September 5, 2020, I sent Engineer Michelle Kim the following email:

17 “Hi Michelle I am forwarding you these plans that Chris at Santa Fe System proposed for  
18 the system. I hope you can preemptively review them and give your input as we are trying  
19 to speed up this process. I believe this different system would be easier and faster to install.  
20 Chris recently gave me the estimate and I would like to move ahead so we can finish this  
21 quicker. Please feel free to contact Chris if you have any questions or concerns.”

22 [A true and correct copy of this email is included in the email chain attached hereto as **Exhibit H**  
23 (except for email attachments which are omitted here in the interest of conciseness).]

24 63. The sole purpose of my forwarding the Santa Fe Systems proposal for the system to  
25 Engineer Michelle Kim was to obtain input so that Santa Fe Systems could make any suggested  
26 adjustments before formally submitting a finalized proposal to the Building Department. I believed  
27 that doing so would maximize the chances that the final proposal would be approved.

28 64. When I did not receive a reply, I sent a follow-up email stating:

1 “Hi Michelle This is just following up on the email I forwarded to you. It looks like it would  
2 be better to install a different system that Chris Linsey suggested and help draw up. We are  
3 in contact with Cal Land to make the changes, unless you have a better idea to move this  
4 along quicker. Seven Leaves, one of the prospective tenants, would like us to move this  
5 along as fast as possible. Attached is the changes suggested by Chris at Santa Fe, please  
6 review them and let me know what you think. I hope you have a great weekend. Sincerely  
7 Eddie Chan.”

8 [A true and correct copy of my follow-up email is attached hereto as **Exhibit I.**]

9 65. On September 9, 2024, I received an email from Ziad Mazboudi of the City’s Public  
10 Works Department which states as follows:

11 “Dear Mr. Chan. It is good to see the project moving forward. Please refrain from submitting  
12 anything to the City’s consultant. All public works related submittals must be submitted to  
13 the Public Works Department by the General Contractor.”

14 [A true and correct copy of Zaid Mazboudi’s Sept. 9, 2024 email is attached hereto as **Exhibit J.**]

15 66. Later that day, City Attorney Campen sent an email to Mr. Krastins stating:

16 “I wanted to keep you in the loop that per prior Notices, Edward Chan has been reminded  
17 that any communication with City Staff (including Public Works and Building) and City  
18 Consultants (such as John L. Hunter) regarding construction matters with 795 W. Garvey  
19 must be through your Clients’ general contractor. Your clients can certainly be present  
20 and/or copied on any such communications, but the general contractor is the point person  
21 that City Staff and Consultants will deal directly with. Also, it appears likely that this  
22 Thursday in the a.m. the City will be seeking a temporary restraining order to, in effect,  
23 preclude your clients (or any other non-licensed individuals) from acting in the capacity of  
24 a general contractor for this Property. If the timing on that hearing changes, will let you  
25 know as soon as know [sic].”

26 [A true and correct copy of Timothy Campen’s September 9, 2024 email to Andrew O. Krastins as  
27 attached hereto as **Exhibit K.**]

28 67. On September 10, 2024, Mr. Krastins sent City Attorney Campen an email

1 explaining that I never acted or sought to act as a “general contractor,” and that instead, I was trying  
2 to facilitate communications between the various participants to speed the project toward  
3 completion, and doing so at the City’s own urging. [A true and correct copy of Andrew O. Krastins’  
4 September 10, 2024 email to Timothy Campen is attached hereto as **Exhibit L.**]

5 68. Later that evening, Mr. Campen sent Mr. Krastins an email advising that:

6 “the purpose of the TRO is to unleash the Chan’s retained general contractor to actively work  
7 on the property. There is absolutely plenty of work that can be done now while the City  
8 reviews newly submitted plans related to sewer connections or the stormwater catch basin  
9 in the parking lot.”

10 [A true and correct copy of the referenced email is attached hereto as **Exhibit M.**]

11 69. In Attorney Campen’s email quoted above (and attached hereto as **Exhibit M**), I am  
12 unable to determine what Mr. Campen means by the term “unleashed.” Our general contractor,  
13 Joven, has never been “leashed.” Nor does Campen explain how I have been acting like a “general  
14 contractor” or how my communications with City staff and Hunter & Associates have hindered  
15 rather than helped speed the project toward completion. When City Building Official Tarango, City  
16 staff, my brother Howard, and I met at the project site at the City’s request in July of 2024, Mr.  
17 Tarango himself told me to contact and work directly with the City’s contractor John L. Hunter &  
18 Associates. This is memorialized in a note from the City’s chief code enforcement officer, Rey  
19 Lozano, which the City produced in discovery.

20 70. In Attorney Campen’s December 22, 2023 letter (**Exhibit C** attached hereto), I am  
21 puzzled by his statement that I am prohibited from communicating directly with City staff  
22 concerning the 7 Leaves Café project. I propounded a Public Records Act request which included  
23 the following category of public records:

24 “All memoranda, Municipal Code sections and other public records that provide the legal  
25 authority for the statement in the December 22, 2023 letter ‘that all communications with  
26 the City regarding construction on the Property, particularly the Building and Safety  
27 Division and the Public Works Department, must be conducted exclusively through your  
28 general contractor or its authorized agents.’ Specifically, I want to know what the basis is

1 for saying that I am not allowed to communicate directly with the City regarding the  
2 construction project.”

3 City Attorney Campen responded by stating that there is no express legal authority and that he was  
4 acting on his “inherent power” as City Attorney.

5 71. I cannot think of any legitimate or even logical motivation for Attorney Campen’s  
6 September 10, 2024 emails (**Exhibit M**). We had just succeeded in submitting final plans which I  
7 hoped would resolve the greatest technical obstacle to completion of the 7 Leaves project. The costs  
8 incurred in responding to the City’s inexplicable motion for injunctive relief are draining our  
9 financial resources away from productive uses. The City’s behavior is extremely aggravating and  
10 counterproductive. The City is placing obstacles in front of the very goals that it wants us to achieve.

11 72. I am informed that at the ex parte hearing on August 21, 2024, Deputy City Attorney  
12 Timothy Campen told the Court that the 7 Leaves Café property is persistently blemished with  
13 graffiti, and that Campen continues to maintain that this is the case. This is grossly false. As soon  
14 as we discover or are notified of any graffiti on our property, we promptly clean it up.

15 73. I carefully reviewed all notices and citations from the City, from my own files and  
16 those produced in response to Public Records and discovery requests. In all these documents, I  
17 found only a single complaint about graffiti, dating from 2017, when there was a shuttered gas  
18 station on the property. The City’s documentation shows the graffiti was removed well in advance  
19 of the date set by the City. To my knowledge, the City never cited me or my family or assessed a  
20 fine for graffiti not being timely removed. The City acknowledged this in its response to discovery.  
21 (See the City’s 12/5/2024 verified responses to Special Interrogatories, specifically its response to  
22 Interrogatories No. 124 and 125, attached as **Exhibit O(2)** to Andrew Krastins’ declaration (filed  
23 concurrently with this one)).

24 74. I have carefully reviewed the City’s Proposed Order filed with the subject Motion.  
25 Paragraph 1 seeks to prohibit us “from using unlicensed contractors . . . in acting in the capacity of  
26 a general contractor regarding construction at the Property”. We have never used unlicensed  
27 contractors or acted as contractors ourselves “regarding construction at the property”. I understand  
28 that it is against the law to act as a contractor without a license. The City’s request is frankly

1 insulting because it presumes my family has committed wrongful acts which never occurred. My  
2 family has had a 60-year presence in the Monterey Park Chinese business and social communities.  
3 Such an imputation, especially made through an order of the Court, would be deeply embarrassing  
4 and would create a permanent taint in the public record.

5         75. Paragraph 2 of the Proposed Order again demands we proceed with timely  
6 completion of the project through a “competent construction management consultant and licensed  
7 contractor”. Our general contractor is Joven, with whom the City has been dealing directly. I do  
8 not know whether the City is implying that Joven is not competent or is pretending that Joven does  
9 not exist.

10         76. The City demands: “By April 25, 2025” “Complete entire sewer system, as inspected  
11 and approved by the City,” and “Complete on-site drainage system (parking lot) as inspected and  
12 approved by the City.” This deadline demands the occurrence of events over which my family has  
13 no control. These are (1) inspection and approval by the City, which is entirely within the City’s  
14 discretion and control, and (2) the manufacture and delivery of the specially ordered underground  
15 tank, the timing of which depends both on the vendor and the manufacturer.

16         77. Once City staff and the City’s offsite private contractors approve the final plans for  
17 the underground tank, we will promptly order it. Our professionals will see to its timely and proper  
18 installation. Then we will be able to complete the electrical and other improvements which could  
19 not proceed earlier and bring the project to a conclusion. My family wants the project to be  
20 completed as soon as possible; our tenant 7 Leaves wishes the same. The City’s lawsuit, with its  
21 misrepresentations and gratuitous intrusions into our relations with 7 Leaves and our contractors,  
22 has only delayed completion and is vexatious.

23

24         I declare under penalty of perjury under the laws of the State of California that the foregoing

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5 is, the best of my knowledge, true and correct.

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Executed on January 30, 2025 at South Pasadena, California.



Edward Chan

**EVIDENCE ITEM 3**

**EVIDENCE ITEM 3**

**EVIDENCE ITEM 2**

**EVIDENCE ITEM 2**

**EXHIBIT A**

**EXHIBIT A**

Fourth PRA Request on behalf of Edward Chan

From: Andrew Krastins (akrastins@aol.com)

To: mpclerk@montereypark.ca.gov

Bcc: edchan930@gmail.com; edchan930@hotmail.com; cbhowardchan@gmail.com

Date: Wednesday, April 17, 2024 at 02:11 PM PDT

Dear Clerk's staff:

This is Edward Chan's Fourth Public Records Request. Mr. Chan is asking for various citations back to 2013. If it will expedite matters, please send responsive records for the period 2019-2024 first and the remainder to follow. Pursuant to the PRA, Mr. Chan requests the following:

4.1 Copies of all citations issued by the City of Monterey for Municipal Code violations at the presently vacant property at 780 W. Garvey Avenue in Monterey Park from January 1, 2013 through the date that \_\_\_\_\_ of this PRA request.

4.2 Copies of all complaints from the public regarding the presently vacant property on Atlantic Boulevard between the Bank of America at 780 W. Garvey Avenue in Monterey Park, from January 1, 2013 through the date of this PRA request.

4.3 Copies of all correspondence, including but not limited to electronic correspondence, sent by the City of Monterey Park to, or received by the City of Monterey Park from, the owners of the presently undeveloped property at 780 W. Garvey Avenue in Monterey Park, from January 1, 2013 through the date of this PRA request.

4.4 Copies of all citations issued by the City of Monterey for Municipal Code violations at the presently vacant property on Atlantic Boulevard between the Bank of America at 300 N. Atlantic Blvd. and the 99 Ranch Market, at Garvey Ave. and Atlantic Boulevard from January 1, 2013 through the date that of this PRA request. I believe that the address of at least a portion of this property is 220 N. Atlantic Blvd.

4.5 Copies of all complaints from the public regarding the presently undeveloped property on Atlantic Boulevard between the Bank of America at 300 N. Atlantic Blvd. and the 99 Ranch Market at Garvey Ave. and Atlantic Boulevard, from January 1, 2013 through the date of this PRA request. I believe that the address of at least a portion of this property is 220 N. Atlantic Blvd.

4.6 Copies of all correspondence, including but not limited to electronic correspondence, sent by the City of Monterey Park to, or received by the City of Monterey Park from, the owners of the presently undeveloped property on Atlantic Boulevard between the Bank of America at 300 N. Atlantic Blvd. and the 99 Ranch Market at Garvey Ave. and Atlantic Boulevard, from January 1, 2013 through the date of this PRA request. I believe that the address of at least a portion of this property is 220 N. Atlantic Blvd.

I look forward to the City's full and timely response to Mr. Chan's Fourth Public Records Act

Request.

Very truly yours,  
Andrew O. Krastins

**EXHIBIT B**

**EXHIBIT B**

## Edward Chan's PRA Request dated 10/14/2024

From: Andrew O. Krastins, Esq. (akrastinslaw@aol.com)

To: mpclerk@montereypark.ca.gov

Date: Monday, October 14, 2024 at 01:32 PM PDT

Dear Ms. Yee and Ms. Cho:

Please find attached Edward Chan's PRA Request dated 10/14/2024. We look forward to your office's timely response.

Very truly yours,  
Andrew O. Krastins

***The contents of this e-mail message, including any attachments, are intended solely for the use of the person or entity to which the e-mail was addressed. It contains information that may be protected by the attorney-client privilege, work-product doctrine, or other privileges, and may be restricted from disclosure by applicable state and federal law. If you received this e-mail message in error, please e-mail Akrastinslaw@aol.com by reply e-mail. Please also permanently delete all copies of the original e-mail as well as any attachments.***



Chan-Monterey Park II-PRA-Chan-formal-10-14-24.pdf  
98.5kB

**VIA ELECTRONIC MAIL**

Maychelle Yee  
City Clerk's Office  
City of Monterey Park  
320 W. Newmark Ave.  
Monterey Park, CA 91754  
[mpclerk@montereypark.ca.gov](mailto:mpclerk@montereypark.ca.gov)

*Re: Request for Public Records dated October 14, 2024*

Dear Ms. Yee:

This is a Public Records Request on behalf of Edward Chan. Pursuant to Mr. Chan's fundamental Constitutional rights under Article I, section 3 of the California Constitution, and statutory rights under California Public Records Act (Gov. Code sections 7920.000 et seq., formerly 6250 et. seq.), I ask to inspect and obtain for Mr. Chan copies of the following documents.

Please contact me within 10 days of the receipt of this letter so that I can arrange to personally inspect the documents and/or arrange for copies. Alternatively, you can email them to me. Please make your determination within 10 days of your receipt of this Request, or sooner if possible.

Pursuant to the Public Records Act, I request the following documents:

**DEFINITIONS**

- A. "City of Monterey Park" or "City" means the City of Monterey Park, and each and every subsidiary thereof, and all officers, directors, administrators, employees and agents of said entities;
- B. "Public Records" means public records as defined by the California Public Records Act, Gov. Code section 7290.000 et. seq and governing court decisions interpreting the same which are in the possession, custody or control of the City of Monterey Park.
- C. "Emails" and "text messages" includes both (1) all such correspondence sent through the City's electronic mail system and/or server, and through City-issued electronic devices, *and* (2) all emails and text messages *pertaining to City issues and business* sent or received through private servers, email addresses and/or electronic devices.

## **PUBLIC RECORDS TO BE INSPECTED AND/OR COPIED**

1. All printed, handwritten and electronic notes, emails, internal and external memoranda, and all other Public Records memorializing communications between City Staff, or any of them, and the owners, employees and/or staff or any of the business located at 715-771 W. Garvey Avenue in Monterey Park, from January 1, 2022 through the date of this Request.
2. All printed, handwritten and electronic notes, emails, internal and external memoranda, and all other Public Records memorializing or relating to the communications which took place on Thursday, October 10, 2024 between City of Monterey Park Economic Development Manager Joseph Torres and William Lau, president of Eastern International Bank.
3. All printed, handwritten and electronic notes, emails, internal and external memoranda, and all other Public Records memorializing communications between City Staff, or any of them, and Angus Lin, from January 1, 2018 through the date of this Request.
4. All printed, handwritten and electronic notes, emails, internal and external memoranda, and all other Public Records memorializing communications between City Staff, or any of them, and Li Jun Du, from January 1, 2018 through the date of these Requests.
5. All printed, handwritten and electronic notes, emails, internal and external memoranda, and all other Public Records memorializing communications between City Staff, or any of them, and 2018 Hotel Atlantic, LLC (and any representative thereof), from January 1, 2020 through the date of these Requests.
6. All printed, handwritten and electronic notes, emails, internal and external memoranda, and all other Public Records memorializing communications between City Staff, or any of them, and the owner or owners of the vacant lot located at 220 N. Atlantic Blvd., located in Monterey Park, from January 1, 2020 through the date of these Requests.
7. All printed, handwritten and electronic notes, emails, internal and external memoranda, and all other Public Records memorializing communications to or from Cesar Vega referencing the real property located at 220 N. Atlantic Boulevard in Monterey Park, from January 1, 2020 through the date of these Requests.

8. All printed, handwritten and electronic notes, emails, internal and external memoranda, and all other Public Records memorializing communications to or from Frank Lopez referencing the real property located at 220. N. Atlantic Boulevard in Monterey Park, from January 1, 2020 through the date of these Requests.
9. All printed, handwritten and electronic notes, emails, internal and external memoranda, and all other Public Records memorializing communications to or from any member of the City staff and any representative of 7 Leaves Café relating to the real property at 795 W. Garvey Avenue in Monterey Park, from January 1, 2020 through the date of these Requests.

Thank you for your immediate attention in this matter. As to those Public Records which are readily retrievable, Mr. Chan requests that you provide them within 10 days of this Request. Respectfully, I also ask that you do not invoke the 14-day extension permitted under Government Code § 7922.535 unless there is indeed a legitimate unusual circumstance that prevents timely compliance. If the City does extend its compliance date pursuant to section 7922.535, please explain the specific circumstances justifying delayed compliance.

Very truly yours,

/s/ Andrew O. Krastins, Esq.

**EXHIBIT C**

**EXHIBIT C**

December 22, 2023

**VIA U.S.P.S. AND CERTIFIED MAIL AND EMAIL:**

Raymond and Cindy Chan Trust, et al.  
Attn: Ed Chan and Howard Chan  
P.O. Box 861056  
Los Angeles, CA 90086  
[Edchan930@gmail.com](mailto:Edchan930@gmail.com)  
[c8howardchan@gmail.com](mailto:c8howardchan@gmail.com)

**Re: NOTICE OF PUBLIC NUISANCE, CORRECTIVE ACTIONS,  
AND ENFORCEMENT  
795 N. Garvey Ave.  
APN: 5256-003-034**

Dear Mr. Chan and Mr. Chan:

As I believe you know, this office serves as the City Attorney's Office for the City of Monterey Park ("City"), and I am its Assistant City Attorney. It is the responsibility of the City Attorney's Office to enforce the Monterey Park Municipal Code ("MPMC") by all reasonable means available. This is a follow-up to prior Notices issued by this office and the City's Code Compliance Division informing you of continuing violations of the MPMC on your property located at 795 N. Garvey Ave., Monterey Park, CA 91754, AIN 5256-003-034, ("Property").

Ongoing inspections from the public right-of-way have revealed that by all accounts, you have effectively abandoned this commercial construction project. This has left your prominently placed location at one of the busiest intersections in the City a continuing blight to community. Recurring violations such as graffiti, unsecured and dilapidated fencing, broken windows, accumulation of trash and debris, and excess rainwater carrying soil and debris from your unfinished development into the public storm water system. Other violations are listed below.

**Please be advised that such conditions constitute a nuisance under the MPMC and are subject to abatement, including through legal proceedings.**

City staff from Planning, Building and Safety, Public Works and Community Development have met with you on many occasions to provide assistance and accommodations towards finishing the construction. It is my understanding that a

Raymond and Cindy Chan Trust, et al.  
December 21, 2023  
Page 2

potential tenant even offered to take over the project to get it completed, but you declined. Repeated warnings from City code enforcement officers have been consistently met with excuses, delays, and half-hearted attempts at progress, at best. You have amassed over \$20,000 in administrative citation fines for non-compliance of your property, none of which have been paid and are now heading to collections. Still, the property has remained in virtually the same unfinished state of construction for nearly two years.

Because all other efforts by the City to encourage and facilitate completion of this project have proven ineffective, the City Attorney's Office, on its own authority, has taken control of the enforcement efforts regarding the Property as stated below. On behalf of the ownership of the Property, you are being advised as follows:

## **NOTICE OF PUBLIC NUISANCE**

**Please Be Advised** that the following violations have been observed on your Property, amounting to a public nuisance:<sup>1</sup>

Violation #1: MPMC 4.30.050(a)(4) and (5) – Attractive Nuisance and Detriment to Neighboring Properties. Specifically, construction on your unfinished commercial property has been effective dormant for nearly two years, which has attracted graffiti, vandalism, and break-ins, and is a general blight to the community.

Violation #2: MPMC 6.30.030 – Illicit Discharge from your property onto the public right-of-way and into the storm water collection system.

Violation #3: MPMC 4.30.050(i)(4) – Broken Windows.

Violation #4: MPMC 4.30.050(g) – Graffiti.

Violation #5: MPMC 4.30.050(h) – Dilapidated fencing around property.

Violation #6: MPMC 4.30.050(l) – Accumulation of trash and litter on the property.

Violation #7: MPMC 4.30.050(d) – Failure to secure and maintain against public access all doorways, windows, and other openings into vacant or abandoned buildings or structures.

Violation #8: MPMC 4.30.050(w) – Stagnant water after rains.

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<sup>1</sup> The entire MPMC, including all sections referenced in this Notice, is accessible online at [https://library.qcode.us/lib/monterey\\_park\\_ca/pub/municipal\\_code](https://library.qcode.us/lib/monterey_park_ca/pub/municipal_code).

Raymond and Cindy Chan Trust, et al.  
December 21, 2023  
Page 3

## **CORRECTIVE ACTIONS**

### Immediately:

1. Activate expired building permit *before* any further construction on the Property.
2. Refrain from any other construction activities on the Property until such work is under the direction of a licensed general contractor.
3. Repair fencing and coverings around perimeter of Property to secure access from unauthorized persons, remove any graffiti, repair any broken windows and keep Property well maintained. (Not considered construction activity.)
4. Ensure full compliance with your project SWPPP and BMP's.

### By January 19, 2024:

5. Inform this office in writing of the name, license number and contact information of your licensed general contractor for this project.

### By March 20, 2024:

6. Complete entire sewer system, as inspected and approved by City.
7. Complete on-site drainage system (parking lot), as inspected and approved by City.
8. Fully repair roof to prevent any leaking, as inspected and approved by City.

### By May 22, 2024:

9. Complete parking lot grading, installation of all electrical elements, paving, striping and install all lighting, as inspected and approved by the City.
10. Complete all off-sight improvements, as inspected and approved by the City.
11. Complete all interior improvements, including insulation, drywall, repair of any water damage, as inspected and approved by City.

### By June 20, 2024:

12. Complete all construction (except tenant improvements), and receive final approval from the City.

**Please Be Further Advised** that under the Monterey Park Municipal Code, these conditions are a public nuisance, and the owner of the Property is responsible for preventing and eliminating them. The City, in its sole discretion, may provide extensions to the Corrective Actions deadlines herein for delays not reasonably anticipated or not reasonably within your control. All inspections and reviews by the City will be conducted expeditiously.

Raymond and Cindy Chan Trust, et al.  
December 21, 2023  
Page 4

**Please Be Further Advised** that this Notice does necessarily include an exhaustive list of violations on your Property and that further enforcement actions may be taken as circumstances warrant. The Corrective Actions and deadlines herein may be altered and amended by the City as it deems appropriate under the circumstances.

**Please Be Further Advised** that your construction permit for this project has expired and must be re-activated *before* continuing with any activities on the Property subject to that permit. Continuing with any construction activities without an active permit is a violation of the California Building Code and the MPMC. While you will be required to pay the permit fee, the Building Official has agreed to allow you to proceed with your existing plans and not have to bring them and your Property compliant with the 2022 Building Codes.

**Please Be Further Advised** that you are not permitted to act a *de facto* owner-builder regarding construction on the Property. Construction on commercial properties require a licensed general contractor per the California Building Code. Any construction performed without a general contractor or without an active permit is subject to removal by the City and at your expense. You are strongly encouraged to retain the most competent licensed professionals you can for bringing your Property into compliance in a timely manner. Delays or other noncompliance, even if caused by your contractors, will be attributed to you.

**Please Be Further Advised** that all communications with the City regarding construction on the Property, particularly with the Building and Safety Division and the Public Works Department, must be conducted exclusively through your general contractor or its authorized agents.

**Please Be Further Advised** that to ensure the Property is brought into full compliance within a reasonable time, City Attorney's Office, on its own authority and with the City Council's assent, is initiating legal proceedings against the Property and its owner in the Los Angeles County Superior Court. This will consist of, without limitation, a civil complaint alleging the public nuisances described herein and seeking to abate these public nuisances through receivership and/or injunctive relief. This legal action is expected to be filed at the beginning of the New Year, and will proceed concurrently with the Corrective Actions herein.

**Please Be Further Advised** that any receiver appointed by the court would be granted possession of the Property for the purpose of completing construction and otherwise abating any and all nuisances thereon. The owner of the Property would then be ordered to compensate the receiver and the City *in full* for all their respective costs of abatement, including attorney fees. Failure to pay would result in the court ordering the public sale of the property, with the proceeds compensating the receiver in full, then the City in full, and then to any other recorded interests in the Property, including secured loans.

**Please Be Further Advised** that the City has the right to recoup its costs relating to abatement of your property, including attorney fees. And if not paid, may result in a lien and subsequent foreclosure on your Property, even if a receiver is not appointed by the Court.

Raymond and Cindy Chan Trust, et al.  
December 21, 2023  
Page 5

**Please Be Further Advised** that full and timely compliance with the Corrective Actions and deadlines provided herein is your best means of avoiding the adverse consequences of the forthcoming legal action and any other means of enforcement this Office will pursue.

As always, the City seeks and prefers voluntary compliance whenever possible. Further, should you remain in full compliance and timely complete abatement of the Property under the Corrective Actions herein, the City will consider reducing or eliminating the approximately \$20,000 in accrued administrative fines.

We sincerely hope you take advantage of this opportunity. Please do not hesitate to contact Code Enforcement Officer Rey Lozano with any questions at 626-307-1316 or at [rlozano@montereypark.ca.gov](mailto:rlozano@montereypark.ca.gov). If you are represented by an attorney in this matter, please have that person contact me directly at [tcampen@bwslaw.com](mailto:tcampen@bwslaw.com) or 619-814-6799.

Your anticipated cooperation is greatly appreciated.

Sincerely,

BURKE, WILLIAMS & SORENSEN, LLP



Timothy E. Campen  
Assistant City Attorney  
City of Monterey Park

TEC:meh

cc: Matthew Hallock, Fire Chief  
Jessica Serrano, Director of Community Development  
Inez Alvarez, City Manager  
Karl H. Berger, City Attorney

**EXHIBIT D**

**EXHIBIT D**

## Edward Chan interaction with MP Public Works Dept., Building Division, and City Consultants

From: Campen, Timothy E. (tcampen@bwslaw.com)

To: akrastinslaw@aol.com

Cc: mahensley@bwslaw.com

Date: Monday, September 9, 2024 at 01:05 PM PDT

Dear Mr. Krastins,

I wanted to keep you in the loop that per prior Notices, Edward Chan has been reminded that any communication with City Staff (including Public Works and Building) and City Consultants (such as John L. Hunter) regarding construction matters with 795 W. Garvey must be through your Clients' general contractor. Your clients can certainly be present and/or copied on any such communications, but the general contractor is the point person that City Staff and Consultants will deal directly with.

Also, it appears likely that this Thursday in the a.m. the City will be seeking a temporary restraining order to, in effect, preclude your clients (or any other non-licensed individuals) from acting in the capacity of a general contractor for this Property. If the timing on that hearing changes, will let you know as soon as know.

Sincerely,

**Timothy E. Campen | Partner**

501 West Broadway, Suite 1600 | San Diego, CA 92101

d - 619.814.5810 | t - 619.814.5800 | f - 619.814.6799 | m - 619.861.7707

[tcampen@bwslaw.com](mailto:tcampen@bwslaw.com) | [bwslaw.com](http://bwslaw.com)



BURKE WILLIAMS & SORENSON LLP

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**EXHIBIT E**

**EXHIBIT E**

495 W. Garvey Ave., Monterey Park/Chan matter

From: Andrew O. Krastins, Esq. (akrastinslaw@aol.com)

To: tcampen@bwsllaw.com

Date: Sunday, February 25, 2024 at 12:35 PM PST

Dear Mr. Campen:

I represent Edward and Howard Chan. I am reaching out to you regarding the property at 795 W. Garvey Avenue in Monterey Park. I received your February 16, 2024 letter to the Chans on Friday afternoon. I am away from my office computer but I want to respond promptly. First, I think there has been some regrettable confusion regarding an in-person meeting which was to take place around Christmas. Evidently, City staff contacted Mr. Chan and suggested meeting in the next two weeks but did not follow up and confirm. I myself planned to attend that meeting. Having heard nothing from the City, the Chans – and I – presumed that no firm date had been set. Shortly before Christmas, while I was out of the office on other matters, I received a call that the meeting was to go forward. As I recall, Mr. Chan contacted the City and explained, hoping to set a firm date to meet.

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I am available all of next week except for Wednesday morning. Perhaps Wednesday

afternoon or Thursday would be fine. I look forward to hearing from you. Please feel free to call me or text me at (582) 208-9679. You can also reach me at my office at (562) 208-9679. Perhaps we can correspond or talk tomorrow and set a time.

Very truly yours,

Andrew Krastins

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Fw: 495 W. Garvey Ave., Monterey Park/Chan matter

From: Andrew O. Krastins, Esq. (akrastinslaw@aol.com)  
To: jserrano@montereypark.ca.gov; rlozano@montereypark.ca.gov; cmo@montereypark.ca.gov  
Cc: tcampen@bwslaw.com  
Bcc: edchan930@gmail.com; c8howardchan@gmail.com  
Date: Tuesday, February 27, 2024 at 12:23 PM PST

Dear Ms. Alvarez, Mr. Lozano and Ms. Serrano:

I represent Edward Chan and Howard Chan. I am forwarding you an email I sent two days ago to Mr. Campen to suggest having a comprehensive in-person meeting to go over all the outstanding issues. My letter to Mr. Campen was a follow up to my telephone message two days before. There, I outlined some confusion that arose when the Chans tried to renew their permit and were told that they could not retain a new general contractor without the written agreement of the contractor who they dismissed. As you can see from your files, this has been resolved.

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--- Forwarded Message ---

From: Andrew O. Krastins, Esq. <akrastinslaw@aol.com>  
To: tcampen@bwslaw.com <tcampen@bwslaw.com>  
Sent: Sunday, February 25, 2024 at 12:35:42 PM PST  
Subject: 495 W. Garvey Ave., Monterey Park/Chan matter

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To: kberger@bwslaw.com  
Cc: rlozano@montereypark.ca.gov; cmo@montereypark.ca.gov; tcampen@bwslaw.com;  
twong@montereypark.ca.gov  
Bcc: edchan930@gmail.com; cshowardchan@gmail.com  
Date: Monday, March 4, 2024 at 12:53 PM PST

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Fw: 495 W. Garvey Ave., Monterey Park/Chan matter

From: Andrew O. Krastins, Esq. (akrastinslaw@aol.com)

To: twong@montereypark.ca.gov

Date: Monday, March 4, 2024 at 02:29 PM PST

Dear Mr. Wong: I represent the Chans in resolving any outstanding issues pertaining to their property at the northwest corner of Atlantic and Garvey. In mid February, City Attorney Campen sent the Chans a letter threatening the imminent commencement of legal proceedings and instructing the Chans *or their counsel* to contact Mr. Campen. Upon receiving the letter, I immediately tried to reach Mr. Campen by telephone and left him a message to contact me. Receiving no response, I followed up with two emails, and today yet another. The Chans are longtime property owners in Monterey Park. Their parents, Chinese immigrants who arrived penniless in the United States, moved to Monterey Park well over half a century ago and established numerous stable businesses. I believe that Eddie and Howard both grew up in Monterey Park and went to school in Monterey Park. They would like to meet with City staff, as the City itself suggested in mid December, and resolve any outstanding matters. As the City Council member in whose district the Chans' property is located, I thought you may wish to be informed of any developments.

Very truly yours,  
Andrew O. Krastins

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From: Andrew O. Krastins, Esq. <akrastinslaw@aol.com>

To: kberger@bwslaw.com <kberger@bwslaw.com>

Cc: nozano@montereypark.ca.gov <nozano@montereypark.ca.gov>; omo@montereypark.ca.gov <omo@montereypark.ca.gov>; tcampen@bwslaw.com <tcampen@bwslaw.com>; twong@montereypark.ca.gov <twong@montereypark.ca.gov>

Sent: Monday, March 4, 2024 at 12:53:31 PM PST

Subject: Fw: 495 W. Garvey Ave., Monterey Park/Chan matter

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**Re: 495 W. Garvey Ave., Monterey Park/Chan matter**

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To: tcampen@bwsllaw.com

Cc: twong@montereypark.ca.gov; dozano@montereypark.ca.gov; jserrano@montereypark.ca.gov

Bcc: edchan930@gmail.com; c8howardchan@gmail.com

Date: Monday, March 4, 2024 at 02:45 PM PST

Dear Mr. Campen: Thank you for your response. As you can see from the email chain, I have been trying to contact your office for some three weeks. The Chans would like to meet in person as the City proposed around Christmas. I apologize that I was not available on that particular day, and for any resulting misunderstanding. An in-person meeting between the relevant City Staff, the Chans and their respective counsel would allow everyone concerned to go through and resolve any remaining issues. The Chans are eager to complete the project so their tenant can open for business. They are equally eager to comply with City requirements and resolve any misunderstandings. I will arrange my schedule to suit all of the parties involved. I will be free on Thursday to discuss this matter further with you. I hope we can an in-person meeting for some time next week. Neither you nor I can possibly have the detailed knowledge of remaining issues that the persons directly involved possess. I look forward to hearing from you or your colleagues.

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On Monday, March 4, 2024 at 01:30:09 PM PST, Campen, Timothy E.  
<tcampen@bwsllaw.com> wrote:

Dear Mr. Krastins,

I am the Assistant City Attorney for the City of Monterey Park and assigned to this matter. I am available for a phone call if you like. Please let me know what time works best for you.

Sincerely,

**Timothy E. Campen | Partner**  
501 West Broadway, Suite 1600 | San Diego, CA 92101

d - 619.814.5810 | t - 619.814.5800 | f - 619.814.6799 | m - 619.861.7707  
[tcampen@bwsllaw.com](mailto:tcampen@bwsllaw.com) | [bwsllaw.com](http://bwsllaw.com)



The information contained in this e-mail message is intended only for the CONFIDENTIAL use of the designated addressee named above. The information transmitted is subject to the attorney-client privilege and/or represents confidential attorney work product. Recipients should not file copies of this email with publicly accessible records. If you are not the designated addressee named above or the authorized agent responsible for delivering it to the designated addressee, you received this document through inadvertent error and any further review, dissemination, distribution or copying of this communication by you or anyone else is strictly prohibited. IF YOU RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONING THE SENDER NAMED ABOVE AT 800 333 4297. Thank you.

**From:** Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>  
**Sent:** Monday, March 4, 2024 12:54 PM  
**To:** Berger, Karl H. <[KBerger@bwsllaw.com](mailto:KBerger@bwsllaw.com)>  
**Cc:** [rlazano@montereypark.ca.gov](mailto:rlazano@montereypark.ca.gov); [cmo@montereypark.ca.gov](mailto:cmo@montereypark.ca.gov); Campen, Timothy E. <[TCampen@bwsllaw.com](mailto:TCampen@bwsllaw.com)>; [twong@montereypark.ca.gov](mailto:twong@montereypark.ca.gov)  
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[EXTERNAL]

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**EXHIBIT F(1)**

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<image001.jpg>

Ed Chan

Here is the letter signed.

Hi

Subject: Re: Change of contractor  
To: Janelle Simmons  
<jovenssales@gmail.com>, Joven  
Lactaon <jovensinc@gmail.com>

From: Eddie Chan  
<edchan930@gmail.com>  
Date: Wed, Nov 1, 2023 at 1:20 PM  
----- Forwarded message -----

From: Janelle Simmons  
<jovenssales@gmail.com>  
Date: November 1, 2023 at 1:24:23  
PM PDT  
To:  
www.buildingpermitcounter@monterey  
park.ca.gov  
Subject: Fwd: Change of contractor

**From:** Janelle Simmons <jovenssales@gmail.com>  
**Sent:** Wednesday, November 8, 2023 10:38 AM  
**To:** Building Permit Counter  
<buildingpermitcounter@MontereyPark.ca.gov>  
**Subject:** Re: Change of contractor

[EXTERNAL EMAIL]

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

B23-0128 if you have any questions please feel free to call me Joven Lactaen 323-304-3275

On Wed, Nov 8, 2023 at 10:05 AM Building Permit Counter  
<buildingpermitcounter@montereypark.ca.gov> wrote:

Thank you for your email.

What permit does this pertain to?

Sandi Jimenez

Permit Technician I

Community Development | Building and Safety  
Division

City of Monterey Park

|  |
|--|
|  |
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**From:** Janelle Simmons <jovenssales@gmail.com>

**Sent:** Wednesday, November 8, 2023 5:02 PM

**To:** Building Permit Counter

<buildingpermitcounter@MontereyPark.ca.gov>

**Subject:** Re: Change of contractor

Exercise caution when opening attachments or clicking links, especially from unknown senders.

It has expired need to know if renew first then change of contractor please advise.

On Nov 8, 2023, at 4:07 PM, Building Permit Counter <buildingpermitcounter@montereypark.ca.gov> wrote:

It appears that the permit B23-0128 expired on 08/02/2023

Thank you,

Sandi Jimenez

Permit Technician I

Community Development | Building and Safety Division

City of Monterey Park

|  |
|--|
| <br><br><br><br><br><br><br><br><br><br> |
|--|

From: Janelle Simmons <joverissales@gmail.com>  
Date: November 9, 2023 at 8:53:44 AM PST  
To: Building Permit Counter <buildingpermitcounter@montereypark.ca.gov>  
Subject: Re: Change of contractor

Hello do I need just to building dept and renew?  
And pay the fees?  
Please advise

On Nov 9, 2023, at 7:59 AM, Building Permit Counter  
<buildingpermitcounter@montereypark.ca.gov> wrote:

Please renew the permit first.

Will you only request renewal for B23-0128? It appears that there is  
another expired permit B23-0130 to establish the cafe.

Please let me know if you have any questions.

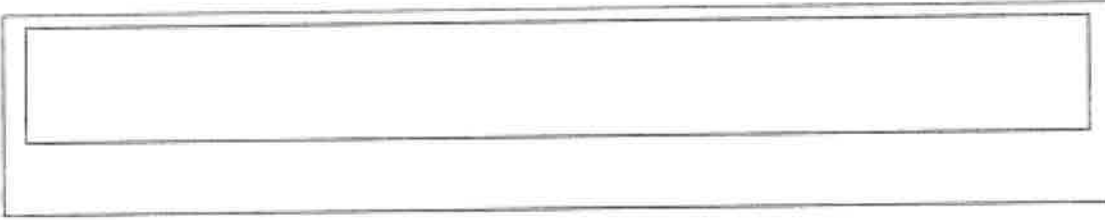
Thank you,

Sandi Jimenez

Permit Technician I

Community Development | Building and Safety Division

City of Monterey Park



From: **Eddie Chan** <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
Date: Thu, Nov 9, 2023 at 12:38 PM  
Subject: 795 W Garvey  
To: Chen, Vivian <[VChen@montereypark.ca.gov](mailto:VChen@montereypark.ca.gov)>

**Hi Vivian**

I just want to notify you that I have Joven Lactaon will be installing the water treatment system and will be handling the connection of the sewer pipe to bring home completing the project. Attached is the letter they have submitted to the city concerning change of contractor. **Please assist in anyway you can .**

**Thank you**

**Ed Chan**



**Re: 795 W Garvey.eml**  
**17.2kB**

**From:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Sent:** Tuesday, November 14, 2023 2:46 PM  
**To:** Building Permit Counter  
<[buildingpermitcounter@MontereyPark.ca.gov](mailto:buildingpermitcounter@MontereyPark.ca.gov)>; Chen, Vivian  
<[VChen@MontereyPark.ca.gov](mailto:VChen@MontereyPark.ca.gov)>; Janelle Simmons  
<[jovenssales@gmail.com](mailto:jovenssales@gmail.com)>  
**Subject:** Fwd: 795 W Garvey

Hi Sandi,

I was given your email from Janelle at Jovenssales concerning change of contractor. I understand that you need to have the fees paid for the expired permit. I believe the permit is B23-0128. This is for the work to complete the main building and not the cafe. I usually work with Vivian. She usually sends me a link to pay the fees for the permit. Please notify me of the steps that I need to take in order to get these fees paid. If you need to call me please do so at 626 476-6286. Thank you for your time.

Sincerely,

Edward Chan

----- Forwarded message -----

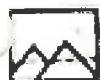
**From:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Date:** Thu, Nov 9, 2023 at 12:38 PM  
**Subject:** 795 W Garvey  
**To:** Chen, Vivian <[VChen@montereypark.ca.gov](mailto:VChen@montereypark.ca.gov)>

Hi Vivian

I just want to notify you that I have Joven Lactaen will be installing the water treatment system and will be handling the connection of the sewer pipe to bring home completing the project. Attached is the letter they have submitted to the city concerning change of contractor. Please assist in anyway you can .

Thank you

Ed Chan



~WRD0001.jpg  
823B



IMG\_20231219\_085112.jpg  
284.5kB

On Wed, Nov 15, 2023, 7:57 AM Building Permit Counter  
<[buildingpermitcounter@montereypark.ca.gov](mailto:buildingpermitcounter@montereypark.ca.gov)> wrote:

Good morning,

Thank you for your document.

However, in order to remove the existing contractor the letter needs to be written from the Contractor on file: Rui Lang.

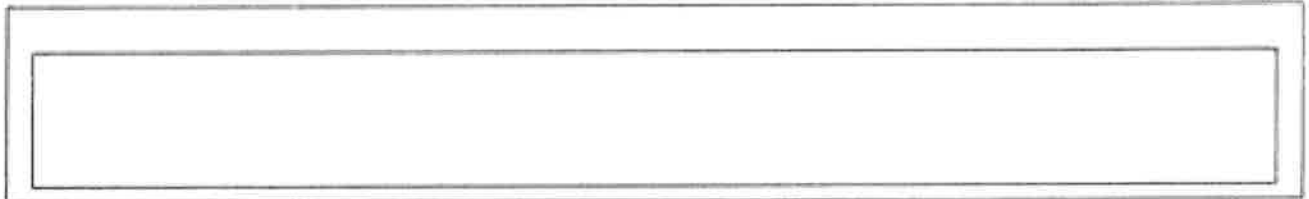
Thank you,

Sandi Jimenez

Permit Technician I

Community Development | Building and Safety Division

City of Monterey Park



**From:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>

**Sent:** Tuesday, November 14, 2023 2:46 PM

**To:** Building Permit Counter <[buildingpermitcounter@MontereyPark.ca.gov](mailto:buildingpermitcounter@MontereyPark.ca.gov)>;

Chen, Vivian <[VChen@MontereyPark.ca.gov](mailto:VChen@MontereyPark.ca.gov)>; Janelle Simmons

<[jovenssales@gmail.com](mailto:jovenssales@gmail.com)>

**Subject:** Fwd: 795 W Garvey

[EXTERNAL EMAIL]

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Sandi,

I was given your email from Janelle at Jovenssales concerning change of contractor. I understand that you need to have the fees paid for the expired permit. I believe the permit is B23-0128. This is for the work to complete the main building and not the cafe. I usually work with Vivian. She usually sends me a link to pay the fees for the permit. Please notify me of the steps that I need to take in order to get these fees paid. If you need to call me please do so at 626 476-6286. Thank you for your time.

Sincerely,

Eddie Chan

**From:** Building Permit Counter <[buildingpermitcounter@montereypark.ca.gov](mailto:buildingpermitcounter@montereypark.ca.gov)>  
**Date:** Mon, Nov 20, 2023 at 7:54 AM  
**Subject:** RE: 795 W Garvey  
**To:** Janelle Simmons <[jovenssales@gmail.com](mailto:jovenssales@gmail.com)>, Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Cc:** Chen, Vivian <[VChen@montereypark.ca.gov](mailto:VChen@montereypark.ca.gov)>

Hi Janelle,

I spoke with Eddie last week, and he will be coordinating with you or the general contractor on how we will be issuing the new permit.

Thank you,

Sandi Jimenez

Permit Technician I

Community Development | Building and Safety Division

City of Monterey Park

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**From:** Eddie Chan <edchan930@gmail.com>  
**Sent:** Wednesday, December 13, 2023 12:22 PM  
**To:** Building Permit Counter <buildingpermitcounter@MontereyPark.ca.gov>  
**Cc:** Chen, Vivian <VChen@MontereyPark.ca.gov>; Janelle Simmons <jovenssales@gmail.com>; Joven Lactaen <jovensinc@gmail.com>  
**Subject:** Re: 795 W Garvey

(EXTERNAL EMAIL)

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Sandi,

From what I understand from speaking with Joaenssales is that since the owners paid for the permit previously that we should not need to have the previous contractor authorize a change in contractor. I would assume that contractor choice is of the discretion of the owner. I don't understand why we cannot proceed forward with changing the contractor and having the fees paid when we have submitted a letter notifying a change and that we would like to pay for the fees. Attached is receipts of the owners paying for the permits directly. I also am attaching the new contractor license status. We are trying to move forward in this process, but it would appear that we are hindered by some misunderstanding. Please advise in order that we can move forward.

Sincerely

Edward Chan

On Wed, Dec 13, 2023 at 5:28 PM Building Permit Counter  
<[buildingpermitcounter@montereypark.ca.gov](mailto:buildingpermitcounter@montereypark.ca.gov)> wrote:

Good afternoon,

Thank you for the update.

Per our conversation we had at the counter, I stated in order to transfer the permit to another contractor, you needed the following:

1. A withdrawal from the contractor who is on the permit
2. Or proof of payment

You were going to provide the proof of payment if you had could find it. Since you do have it, please provide the following documents with the new contractor information:

- Complete a [Building Application](#)
- Complete a [Declaration](#)
- Provide a copy of your contractor' license; or Provide a letter of authorization from the contractor

Please let me know if you have any questions.

Thank you.

Sandi Jimenez  
Permit Technician I

Community Development | Building and Safety Division  
City of Monterey Park

**From:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Sent:** Friday, December 15, 2023 5:00 PM  
**To:** Building Permit Counter <[buildingpermitcounter@MontereyPark.ca.gov](mailto:buildingpermitcounter@MontereyPark.ca.gov)>  
**Subject:** Fwd: 795 W Garvey

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi,

Here is the declaration form filled out by the contractor.

Thanks

Eddie

----- Forwarded message -----

**From:** Janelle Simmons <[jovenssales@gmail.com](mailto:jovenssales@gmail.com)>  
**Date:** Fri, Dec 15, 2023, 9:29 AM  
**Subject:** Re: 795 W Garvey  
**To:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Cc:** Joven Lactaen <[jovensinc@gmail.com](mailto:jovensinc@gmail.com)>

Here you go, thank you!

On Thu, Dec 14, 2023 at 6:23 PM Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)> wrote:

Hi Janelle and Joven,

Here is a form that I signed. Please fill it out and send it back to me, in order to forward this to the city. The city would also like a copy of your license.

Thanks

Eddie

From: **Eddie Chan** <edchan930@gmail.com>

Date: Tue, Dec 19, 2023, 8:56 AM

Subject: Re: 795 W Garvey

To: **Building Permit Counter** <buildingpermitcounter@montereypark.ca.gov>, **Janelle Simmons** <jovenssales@gmail.com>, **Joven Lactaon** <jovensinc@gmail.com>, **Chen, Vivian** <VChen@montereypark.ca.gov>

Hi

Here is a signature for the permit from the contractor. I believe that the hazard waste declaration signature is unnecessary as this is an extension of the previous permit and that we are not currently doing demolition work. These kind of minor things are what have been set us continuously behind.

Sincerely  
Ed Chan

On Mon, Dec 18, 2023, 12:52 PM Building Permit Counter <buildingpermitcounter@montereypark.ca.gov> wrote:

Please fill out the following sections.

I still need a copy of the CSLB License.

Thank you,

Sandi Jimenez

Permit Technician I

Community Development | Building and Safety Division

City of Monterey Park

From: **Building Permit Counter** <buildingpermitcounter@montereypark.ca.gov>

Date: Mon, Jan 8, 2024, 4:31 PM

Subject: RE: Fwd:

To: Eddie Chan <edchan930@gmail.com>, Janelle Simmons <lovenssales@gmail.com>

Good afternoon,

Please see attached invoice for the Permit Extension.

You may pay online:

<https://dpm.bankofthewest.com/chpp/montereypark/Login/Index>

The initial screen will ask for a **Receipt Number**

Enter the **Record ID** number from the attached invoice (e.g. B24-0012 )

Select **Pay Now**

**Home screen**

Complete your **Customer** and **Payment** information, including an email address

**Department** select **Building**

**Reason** - enter "Permit Extension"

**Comments** - enter the job site address

Select **Continue to Payment**

**Verify Payment** screen - review and check all applicable boxes

Select **Make Payment**

**Forward a copy of the payment confirmation email and invoice to the City of Monterey Park Building Division at [buildingpermitcounter@montereypark.ca.gov](mailto:buildingpermitcounter@montereypark.ca.gov), so we may process your permit.**

Lisa Wang

Permit Technician II

6/10/24, 12:58 PM

Gmail - 795 W Garvey Ave - Drainage Plan and Water Tank



Eddie Chan <edchan930@gmail.com>

---

## 795 W Garvey Ave - Drainage Plan and Water Tank

5 messages

Patrick Chiu <patrickchiu1@aol.com>

Wed, Mar 27, 2024 at 11:08 AM

To: "pshiau@montereypark.ca.gov" <pshiau@montereypark.ca.gov>

Cc: Eddie Chan <edchan930@gmail.com>, Howard Chan <c8howardchan@gmail.com>

Peter

The drainage revision on 795 W Garvey Ave using concrete water tank has been approved by John Hunter in April last year.

Attached below are the drawings and calculation submitted.

The contractor is ready to start building it on site. His question is: does his work requires Public Work inspections? If yes, at what stages should he call for inspections?

Hope you can give him an answer. Thank you for your attention to the above.

Patrick Chiu  
Architect


---

### 4 attachments

 **795 Garvey Grading 17 (Revised Storage Tank) (city) (6).pdf**  
2002K

 **Storage Tank (4).pdf**  
16K

 **23295-795 West Garvey Avenue, Monterey Park, CA (2).pdf**  
1193K

 **S1 (12).pdf**  
562K

On Wednesday, March 27, 2024, 5:31 PM, Shiau, Peter  
<pshiau@MontereyPark.ca.gov> wrote:

Good Evening Patrick,

To answer your question, this work will need the public work inspection by JLHA, who is cc'ed in this email. She will be able to provide you more detail on the stages of inspection.

Thank you!

Regards,



**PETER SHIAU · CONTRACT PROJECT MANAGER**

**320 W. NEWMARK AVE. MONTEREY PARK, CA 91754**

**Office (626) 307-1326 · Direct (626) 877-1928**

**E-mail: PSHIAU@MONTEREYPARK.CA.GOV**

**From:** Michelle Kim <mkim@jlha.net>  
**To:** Patrick Chiu <patrickchiu1@aol.com>  
**Cc:** Shiau, Peter <pshiau@montereypark.ca.gov>; Lozano, Rey <rlozano@montereypark.ca.gov>; Mazboudi, Ziad <zmazboudi@montereypark.ca.gov>  
**Sent:** Wednesday, March 27, 2024 at 11:03:54 PM PDT  
**Subject:** Re: 795 W Garvey Ave - Dainage Plan and Water Tank

Hi Patrick,

Thank you for reaching out. We will need to inspect the concrete cistern after it has been constructed but before it is backfilled and buried over. We will need to see it exposed so that measurements can be taken to verify the dimensions are according to the approved plans.

We will also need to inspect the Modular Wetland System, but this won't be necessary until closer to final inspection. Prior to our inspection, you will need to contact the manufacturer for an activation inspection. After they conduct their inspections, they will provide an activation/inspection report detailing their findings for the Modular Wetland System. Once any comments have been addressed and they have deemed the MWS to be built according to the specifications, they will issue a letter notifying you of formal activation. Additionally, their final activation/inspection report will include a product warranty certificate. I have provided the contact person's information below. Once you've received those documents, they will need to be emailed to me. From there, we can do a final inspection, during which the MWS will also be inspected to ensure the correct model and configuration is installed, etc.. We can discuss more when we get to that point.

**Dean Hill**  
Activation Manager  
Contech Engineered Solutions a Quikrete Company  
(760) 203-5078  
dean.hill@conteches.com

Hope this helps. Please let me know if you have any questions.

--

Thank you,

**Michelle Kim, CPSWQ | QSD | EIT**

Water Resources Engineer

John L. Hunter and Associates

6131 Orangethorpe Ave., Suite 300

Buena Park, CA 90620

mkim@jlha.net

mobile: (562) 623-5101



Eddie Chan <edchan930@gmail.com>

### 795 W Garvey Ave - On-site LID meeting

2 messages

Mon, May 20, 2024 at 12:26 PM

Michelle Kim <mkim@jha.net>  
Reply-To: Michelle Kim <mkim@jha.net>  
To: edchan930@gmail.com, Michelle Kim <mkim@jha.net>

Hi Howard,

We will discuss further when we meet on Thursday, but the intent of the 17WX20LX5D cistern/tank is to hold 1700 cf of stormwater runoff. We would need to see that the cistern is sized for this volume.

### 795 W Garvey Ave - On-site LID meeting

Thursday May 23, 2024 · 10am - 11am (Pacific Time - Los Angeles)

#### Location

795 W Garvey Ave, Monterey Park, CA 91754, USA

[View map](#)

#### Guests

Michelle Kim - organizer  
edchan930@gmail.com

Eddie Chan <edchan930@gmail.com>  
Mon, May 20, 2024 at 12:41 PM  
To: Joven Lactoon <jovenlinc@gmail.com>, Janelle Simmons <jovensales@gmail.com>

Hi  
We set this up. Can you also please attend so we can move forward with this project.  
Thanks  
Eddie  
[Quote last hidden]

**EXHIBIT F(2)**

**EXHIBIT F(2)**



Eddie Chan &lt;edchan930@gmail.com&gt;

## 795 W Garvey Ave - follow-up

4 messages

**Michelle Kim** <mkim@jlha.net>

Tue, May 28, 2024 at 3:56 PM

To: edchan930@gmail.com

Cc: "Shiau, Peter" &lt;pshiau@montereypark.ca.gov&gt;

Hi Ed and Howard,

Thanks for your time this morning.

As mentioned during our conversation, here are some useful resources:

- Attached is the most current detail of the Modular Wetland System (4x15) that is available on Contech's website. It may be useful as you look further into your site design for LID.
- For future reference, here are some stormwater detention (i.e., storage tanks/cisterns) options made by Contech: <https://www.conteches.com/stormwater-management/detention-and-infiltration/>
  - Contech is the same company that makes the Modular Wetland System. You may wish to contact them if you are interested in their detention products.

Also, as discussed today, if you are interested in revising the site design to include a pump in the detention tank (or any other modification), I recommend you consult with your design engineer. We would need revised plans to be submitted for review and approval.

Hope this helps. I've Cc'd Peter, our contact with the City, so that he is in the loop. Let me know if you have any questions.

--

*Thank you,*

**Michelle Kim, CPSWQ | QSD | EIT**

Water Resources Engineer

John L. Hunter and Associates

6131 Orangethorpe Ave., Suite 300

Buena Park, CA 90620

mkim@jlha.net

**EXHIBIT G**

**EXHIBIT G**



Eddie Chan &lt;edchan930@gmail.com&gt;

**Fwd: [MP1] 795 W. Garvey Ave - LID BMP inspection**

1 message

Joven Lactaen <jovensinc@gmail.com>  
To: Eddie Chan <edchan930@gmail.com>

Tue, Dec 19, 2023 at 12:56 PM

Begin forwarded message:

**From:** Michelle Kim <mkim@jlha.net>  
**Date:** December 19, 2023 at 11:16:38 AM PST  
**To:** jovensinc@gmail.com  
**Cc:** Vivian Chen <VChen@montereypark.ca.gov>  
**Subject:** [MP1] 795 W. Garvey Ave - LID BMP inspection

Hi Joven,

Thanks for taking my call today. As discussed, please give me a call or email me when the LID BMPs (17'W x 20'L x 5'D cistern and MWS-L-4-15-V) are installed. I will need to verify the measurements, model number, etc. Also, the proposed sump pump will need to be verified later and its functionality will need to be tested for final sign off.

Please let me know if you have any questions.

--

*Thank you,***Michelle Kim, CPSWQ | QSD | EIT**

Water Resources Engineer

John L. Hunter and Associates

6131 Orangethorpe Ave., Suite 300

Buena Park, CA 90620

mkim@jlha.net



Eddie Chan &lt;edchan930@gmail.com&gt;

**795 Garvey Project**

16 messages

**Eddie Chan** <edchan930@gmail.com>

Thu, Mar 2, 2023 at 4:05 PM

To: clindsey@sfwsystems.com

Hi Chris

I'm Eddie Howard's brother. I just wanted to make sure that you have everyone's contact information.

My Phone 626 476-6286 edchan930@gmail.com

Howard 213 304-0881 C8howardchan@gmail.com

Nam Tran at Cal Land Engineering 714 671-1050 ext 115 nam@callandend.com

City Of Monterey Park

Vivian Chen VChen@montereypark.ca.gov

Ziad Mazboudi zmazboudi@montereypark.ca.gov

Ramos Concrete 626 831-2599 phillramos@aol.com

Attached is the plans for the system for reference. Thanks

Sincerely

Eddie

---

**2 attachments**

 **PW22-00415\_SN (1).PDF**  
58K

 **795 Garvey Grading 17 (Updated Storage Tank) Layout1 (1).pdf**  
255K

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**Chris Lindsey** <CLindsey@sfwsystems.com>

Thu, Mar 2, 2023 at 4:19 PM

To: Eddie Chan &lt;edchan930@gmail.com&gt;

Hi Eddie-

Thank you for that information.

Quick question/clarification: Were the storm drain plans reviewed and approved by the City (Monterrey Park) or by John L Hunter and Associates?

There's a big difference between the two in what they will allow.

Thanks!

Chris Lindsey, PE  
Lead Design Engineer



10244 Freeman Ave

Santa Fe Springs, CA 90670

(310) 569-4644 Cell

(562) 777-9724 Office

[CLindsey@SFWSsystems.com](mailto:CLindsey@SFWSsystems.com)

[www.SFWSsystems.com](http://www.SFWSsystems.com)

SFWS Digital Brochures

[Quoted text hidden]

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**Eddie Chan** <edchan930@gmail.com>  
To: Chris Lindsey <CLindsey@sfwsystems.com>

Thu, Mar 2, 2023 at 4:30 PM

Hi  
I am not sure. Nam at Cal Land would know more about that as he was the one who submitted all of the work.

Sincerely  
Eddie

[Quoted text hidden]

---

**2 attachments**



**From:** Patrick Chiu <patrickchiu1@aol.com>  
**Sent:** Wednesday, March 27, 2024 11:08 AM  
**To:** Shiau, Peter <pshiau@MontereyPark.ca.gov>  
**Cc:** Eddie Chan <edchan930@gmail.com>; Howard Chan <c8howardchan@gmail.com>  
**Subject:** 795 W Garvey Ave - Dainage Plan and Water Tank

[EXTERNAL EMAIL]

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

**Peter**

The drainage revision on 795 W Garvey Ave using concrete water tank has been approved by John Hunter in April last year.

Attached below are the drawings and calculation submitted.

The contractor is ready to start building it on site. His question is: does his work requires Public Work inspections? If yes, at what stages should he call for inspections?

Hope you can give him an answer. Thank you for your attention to the above.

**Patrick Chiu**

**Architect**



Eddie Chan <edchan930@gmail.com>

## 795 W Garvey Ave - On-site LID meeting

2 messages

Michelle Kim <mkim@jha.net>  
Reply-To: Michelle Kim <mkim@jha.net>  
To: edchan930@gmail.com, Michelle Kim <mkim@jha.net>

Mon, May 20, 2024 at 12:26 PM

Hi Howard,

We will discuss further when we meet on Thursday, but the intent of the 17Wx20Lx5D cistern/tank is to hold 1700 cf of stormwater runoff. We would need to see that the cistern is sized for this volume.

## 795 W Garvey Ave - On-site LID meeting

Thursday May 23, 2024 - 10am - 11am (Pacific Time - Los Angeles)

### Location

795 W Garvey Ave, Monterey Park, CA 91754, USA

[View map](#)

### Guests

Michelle Kim - organizer  
edchan930@gmail.com

Eddie Chan <edchan930@gmail.com>  
To: Joven Lactaen <jovensinc@gmail.com>, Janelle Simmons <jovenssales@gmail.com>

Mon, May 20, 2024 at 12:41 PM

Hi  
We set this up . Can you also please attend so we can move forward with this project.

Thanks

Eddie

[Quoted text hidden]



Eddie Chan <edchan930@gmail.com>

**Invitation: [MP1] 795 W Garvey Ave - On-site LID meeting @ Tue May 28, 2024 10am - 11am (PDT) (edchan930@gmail.com)**

1 message

Michelle Kim <mkim@jlha.net>  
Reply-To: Michelle Kim <mkim@jlha.net>  
To: edchan930@gmail.com

Thu, May 23, 2024 at 1:57 PM

**When**

Tuesday May 28, 2024 · 10am - 11am (Pacific Time - Los Angeles)

**Location**

795 W Garvey Ave, Monterey Park, CA 91754, USA

[View map](#)

**Guests**

Michelle Kim - organizer  
edchan930@gmail.com

[View all guest info](#)

Reply for edchan930@gmail.com

Yes   No   Maybe   More options

Invitation from Google Calendar

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Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

 Invite.ics  
2K



Eddie Chan &lt;edchan930@gmail.com&gt;

**795 W Garvey Ave - follow-up**

4 messages

**Michelle Kim** <mkim@jlha.net>

Tue, May 28, 2024 at 3:56 PM

To: edchan930@gmail.com

Cc: "Shiau, Peter" &lt;pshiau@montereypark.ca.gov&gt;

Hi Ed and Howard,

Thanks for your time this morning.

As mentioned during our conversation, here are some useful resources:

- Attached is the most current detail of the Modular Wetland System (4x15) that is available on Contech's website. It may be useful as you look further into your site design for LID.
- For future reference, here are some stormwater detention (i.e., storage tanks/cisterns) options made by Contech: <https://www.conteches.com/stormwater-management/detention-and-infiltration/>
  - Contech is the same company that makes the Modular Wetland System. You may wish to contact them if you are interested in their detention products.

Also, as discussed today, if you are interested in revising the site design to include a pump in the detention tank (or any other modification), I recommend you consult with your design engineer. We would need revised plans to be submitted for review and approval.

Hope this helps. I've Cc'd Peter, our contact with the City, so that he is in the loop. Let me know if you have any questions.

*Thank you,*

**Michelle Kim, CPSWQ | QSD | EIT**

Water Resources Engineer

John L. Hunter and Associates

6131 Orangethorpe Ave., Suite 300

Buena Park, CA 90620

mkim@jlha.net

mobile: (562) 623-5101

---

 **Modular Wetlands Linear 4x15 Open Planter.pdf**  
494K

---

**Eddie Chan** <edchan930@gmail.com>  
To: Michelle Kim <mkim@jlha.net>

Tue, May 28, 2024 at 5:25 PM

Hi Michelle,

Nice to meet you today. Here are the PDF plans that I have for your reference.. We would like to thank you for your help and will keep you in the loop.

Sincerely

Eddie Chan

[Quoted text hidden]


---

**4 attachments**

 **795 Garvey Grading 15 (Revised Storage Tank) (city) (1).pdf**  
1976K

 **795 Garvey Grading 17 (arch) (1).dwg**  
426K

 **795 Garvey Grading 7 (arch) (1).pdf**  
9642K

 **S1.pdf**  
562K

---

**Eddie Chan** <edchan930@gmail.com>  
To: Michelle Kim <mkim@jlha.net>

Mon, Jun 17, 2024 at 3:54 PM

Hi Michelle

Just to keep you updated. Chris Lindsey at Santa Fe System said he may have a drop in solution for the project. I will let you know when I get some details and have him contact you also when we are ready with moving forward. Hopefully all of this would satisfy everyone involved.

Talk to you soon.

Sincerely

Eddie Chan

On Tue, May 28, 2024 at 3:56 PM Michelle Kim <mkim@jlha.net> wrote:  
[Quoted text hidden]

---

**Michelle Kim** <mkim@jlha.net>  
To: Eddie Chan <edchan930@gmail.com>

Mon, Jun 17, 2024 at 3:55 PM

Hi Eddie,

Yes, Howard filled me in the other day. And sounds good!

Michelle Kim

[Quoted text hidden]



**From:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Date:** Thu, Sep 5, 2024 at 9:53 AM  
**Subject:** Fwd: Drop box link for plans 795  
**To:** Michelle Kim <[mkim@jlha.net](mailto:mkim@jlha.net)>

Hi Michelle

I am forwarding you these plans that Chris at Santa Fe System proposed for the system. I hope you can preemptively review them and give you input as we are trying to speed up this process. I believe this different system would be easier and faster to install. Chris recently gave me the estimate and I would like to move ahead so we can finish this quicker. Please feel free to contact Chris if you have any questions or concerns.

Thank You,  
Eddie Chan

----- Forwarded message -----

**From:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>  
**Date:** Tue, Jul 16, 2024 at 1:21 PM  
**Subject:** RE: Drop box link for plans 795  
**To:** Ping Yang <[ping@callandeng.com](mailto:ping@callandeng.com)>, Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Cc:** Ray Ronquillo <[ray@callandeng.com](mailto:ray@callandeng.com)>, Jason Lee <[jason@callandeng.com](mailto:jason@callandeng.com)>, Leann Wang <[leannw@callandeng.com](mailto:leannw@callandeng.com)>

Hi Ping-

Please see attached edits. I tried to do the mark-ups myself in the PDF, but unfortunately, the PDF is protected so I cannot make them in the file itself.

I am also including our design as well to be included as detail inserts.

Lastly is the detail for the HDPE chambers.

We are preparing a quote for the system for the client (Eddie Chan). Once he gets the quote and approves the system, then he can direct us to move forward with the design edits. So, please do not make any changes until we hear from Eddie.

I am going to make edits to the LID plan as well in preparation since I am leaving tomorrow for a few weeks of vacation. Although I will be out of town, I will still have my computer and will continue correspondence.

Thank you!





Santa Fe Water Systems

10244 Freeman Ave

Santa Fe Springs, CA 90670

(310) 569-4644 Cell

(562) 777-9724 Office

[CLindsey@SFWSsystems.com](mailto:CLindsey@SFWSsystems.com)

[www.SFWSsystems.com](http://www.SFWSsystems.com)

[SFWS Digital Brochures](#)

---

**From:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Sent:** Tuesday, July 9, 2024 2:44 PM  
**To:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>  
**Subject:** Re: Drop box link for plans 795

Hi Chris

Howard mentioned to me that your company can draw up plans to use this system. We would like to proceed forward with this and try and get this finished as soon as possible. Please let me know what would you need from us to move forward with this project.

Thank you

Edward Chan

\*\*\*\*\*CAUTION: THIS EMAIL ORIGINATED OUTSIDE OF CLE. BE CAUTIOUS WHEN OPENING ANY LINKS OR DOCUMENTS.\*\*\*\*\*



795 Garvey Grading 17 APPROVED CKL Edits.pdf  
2.1MB



795 W. Garvey Ave - Monterey Park - SWTS - 02Jul24.PDF  
2MB



24577795GarveyAve\_24577795GarveyAveMontereyParkCAFinalA SFWS.pdf  
5.5MB



Eddie Chan &lt;edchan930@gmail.com&gt;

**795 W. Garvey**

2 messages

Eddie Chan &lt;edchan930@gmail.com&gt;

Fri, Sep 6, 2024 at 1:39 PM

To: Michelle Kim &lt;mkim@jlha.net&gt;

Hi Michelle

This is just following up on the email I forwarded to you. It looks like it would be better to install a different system that Chris Linsey suggested and help draw up. We are in contact with Cal Land to make the changes, unless you have a better idea to move this along quicker. Seven Leaves, one of the prospective tenants would like us to move this along as fast as possible. Attached is the changes suggested by Chris at Santa Fe, please review them and let me know what you think. I hope you have a great weekend.

Sincerely

Eddie Chan

**3 attachments** **795 Garvey Grading 17 APPROVED CKL Edits.pdf**  
2116K **795 W. Garvey Ave - Monterey Park - SWTS - 02Jul24.PDF**  
2090K **24577795GarveyAve\_24577795GarveyAveMontereyParkCAFinalA SFWS.pdf**  
5593K

Mazboudi, Ziad &lt;zmazboudi@montereypark.ca.gov&gt;

Mon, Sep 9, 2024 at 8:11 AM

To: "edchan930@gmail.com" &lt;edchan930@gmail.com&gt;

Dear Mr. Chan

It is good to see the project moving forward.

Please refrain from submitting anything to the City's consultant. All public works related submittals must be submitted to the Public Works Department by the General Contractor

Thanks

Ziad

[Quoted text hidden]

[Quoted text hidden]



Eddie Chan &lt;edchan930@gmail.com&gt;

**795 W Garvey Ave - Dainage Plan and Water Tank**

5 messages

Patrick Chiu &lt;patrickchlu1@aol.com&gt;

Wed, Mar 27, 2024 at 11:08 AM

To: "pshiau@montereypark.ca.gov" &lt;pshiau@montereypark.ca.gov&gt;

Cc: Eddie Chan &lt;edchan930@gmail.com&gt;, Howard Chan &lt;c8howardchan@gmail.com&gt;

Peter

The drainage revision on 795 W Garvey Ave using concrete water tank has been approved by John Hunter in April last year.

Attached below are the drawings and calculation submitted.

The contractor is ready to start building it on site. His question is: does his work requires Public Work inspections? If yes, at what stages should he call for inspections?

Hope you can give him an answer. Thank you for your attention to the above.

Patrick Chiu  
Architect

**4 attachments**

 **795 Garvey Grading 17 (Revised Storage Tank) (city) (6).pdf**  
2002K

 **Storage Tank (4).pdf**  
16K

 **23295-795 West Garvey Avenue, Monterey Park, CA (2).pdf**  
1193K

 **S1 (12).pdf**  
562K

Patrick Chiu &lt;patrickchlu1@aol.com&gt;

Wed, Mar 27, 2024 at 5:44 PM

To: Eddie Chan &lt;edchan930@gmail.com&gt;, Howard Chan &lt;c8howardchan@gmail.com&gt;

Sent from the all new AOL app for iOS

Begin forwarded message:

On Wednesday, March 27, 2024, 5:31 PM, Shiau, Peter  
<pshiau@MontereyPark.ca.gov> wrote:

Good Evening Patrick,

To answer your question, this work will need the public work inspection by JLHA, who is cc'ed in this email. She will be able to provide you more detail on the stages of inspection.

Thank you!

Regards,



**PETER SHIAU - CONTRACT PROJECT MANAGER**

320 W. NEWMARK AVE, MONTEREY PARK, CA 91754

Office (626) 307-1326 • Direct (626) 877-1928

E-mail: PSHIAU@MONTEREYPARK.CA.GOV

**From:** Patrick Chiu <patrickchiu1@aol.com>  
**Sent:** Wednesday, March 27, 2024 11:08 AM  
**To:** Shiau, Peter <pshiau@MontereyPark.ca.gov>  
**Cc:** Eddie Chan <edchan930@gmail.com>; Howard Chan <c8howardchan@gmail.com>  
**Subject:** 795 W Garvey Ave - Drainage Plan and Water Tank

[EXTERNAL EMAIL]

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

[Quoted text hidden]

Wed, Mar 27, 2024 at 5:57 PM

Eddie Chan <edchan930@gmail.com>  
To: Patrick Chiu <patrickchiu1@aol.com>

Hi Patrick

Is the person cited in the email JHLA the same person John Hunter you submitted the plans to or who is this person we need to contact.

Eddie

[Quoted text hidden]

---

2 attachments



image001.png  
15K



image001.png  
15K

---

Patrick Chiu <patrickchiu1@aol.com>  
To: Eddie Chan <edchan930@gmail.com>

Thu, Mar 28, 2024 at 2:50 PM

Eddie

John Hunter's email.

— Forwarded Message —

From: Michelle Kim <mkim@jlha.net>  
To: Patrick Chiu <patrickchiu1@aol.com>  
Cc: Shiau, Peter <pshiau@montereypark.ca.gov>; Lozano, Rey <rlozano@montereypark.ca.gov>; Mazboudi, Ziad <zmazboudi@montereypark.ca.gov>  
Sent: Wednesday, March 27, 2024 at 11:03:54 PM PDT  
Subject: Re: 795 W Garvey Ave - Dainage Plan and Water Tank

Hi Patrick,

Thank you for reaching out. We will need to inspect the concrete cistern after it has been constructed but before it is backfilled and buried over. We will need to see it exposed so that measurements can be taken to verify the dimensions are according to the approved plans.

We will also need to inspect the Modular Wetland System, but this won't be necessary until closer to final inspection. Prior to our inspection, you will need to contact the manufacturer for an activation inspection. After they conduct their inspections, they will provide an activation/inspection report detailing their findings for the Modular Wetland System. Once any comments have been addressed and they have deemed the MWS to be built according to the specifications, they will issue a letter notifying you of formal activation. Additionally, their final activation/inspection report will include a product warranty certificate. I have provided the contact person's information below.

Once you've received those documents, they will need to be emailed to me. From there, we can do a final inspection, during which the MWS will also be inspected to ensure the correct model and configuration is installed, etc.. We can discuss more when we get to that point.

**Dean Hill**  
Activation Manager  
Contech Engineered Solutions a Quikrete Company  
(760) 203-5078  
dean.hill@conteches.com

Hope this helps. Please let me know if you have any questions.

--  
Thank you,

**Michelle Kim, CPSWQ | QSD | EIT**

Water Resources Engineer

John L. Hunter and Associates

6131 Orangethorpe Ave., Suite 300

Buena Park, CA 90620

mkim@jlha.net

mobile: (562) 623-5101

On Wed, Mar 27, 2024 at 5:31 PM Shiau, Peter <pshiau@montereypark.ca.gov> wrote:

Good Evening Patrick,

To answer your question, this work will need the public work inspection by JLHA, who is cc'ed in this email. She will be able to provide you more detail on the stages of inspection.

Thank you!

Regards,



**PETER SHIAU • CONTRACT PROJECT MANAGER**

320 W. NEWMARK AVE, MONTEREY PARK, CA 91754

Office (626) 307-1326 • Direct (626) 877-1928

E-mail: PSHIAU@MONTEREYPARK.CA.GOV

**From:** Patrick Chiu <patrickchiu1@aol.com>  
**Sent:** Wednesday, March 27, 2024 11:08 AM  
**To:** Shiau, Peter <pshiau@MontereyPark.ca.gov>  
**Cc:** Eddie Chan <edchan930@gmail.com>; Howard Chan <c8howardchan@gmail.com>  
**Subject:** 795 W Garvey Ave - Dainage Plan and Water Tank

[EXTERNAL EMAIL]

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

**Peter**

[Quoted text hidden]

---

**Eddie Chan** <edchan930@gmail.com> Thu, Mar 28, 2024 at 4:15 PM  
**To:** Joven Lactaen <jovensinc@gmail.com>, Janelle Simmons <jovenssales@gmail.com>, Andrew Kraslins <Akrastins@aol.com>

[Quoted text hidden]

---

**2 attachments**



**Image001.png**  
15K



**image001.png**  
15K



Eddie Chan &lt;edchan930@gmail.com&gt;

**Fw: 795 W Garvey Ave - Dainage Plan and Water Tank from City**

1 message

Patrick Chiu &lt;patrickchiu1@aol.com&gt;

Thu, Mar 28, 2024 at 11:35 AM

To: Eddie Chan &lt;edchan930@gmail.com&gt;, Howard Chan &lt;c8howardchan@gmail.com&gt;

Eddie and Howard

Please give this City instruction to your contractor for all necessary inspections.

Call Michelle Kim if he has any question.

Patrick Chiu

— Forwarded Message —

**From:** Michelle Kim <mkim@jlha.net>**To:** Patrick Chiu <patrickchiu1@aol.com>**Cc:** Shiau, Peter <pshiau@montereypark.ca.gov>; Lozano, Rey

&lt;rozano@montereypark.ca.gov&gt;; Mazboudi, Ziad &lt;zmazboudi@montereypark.ca.gov&gt;

**Sent:** Wednesday, March 27, 2024 at 11:03:54 PM PDT**Subject:** Re: 795 W Garvey Ave - Dainage Plan and Water Tank

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**Dean Hill**

Activation Manager

Contech Engineered Solutions a Quikrete Company

(760) 203-5078

dean.hill@conteches.com

Hope this helps. Please let me know if you have any questions.

Thank you,

**Michelle Kim, CPSWQ | QSD | EIT**

**Water Resources Engineer**

**John L. Hunter and Associates**

**6131 Orangethorpe Ave., Suite 300**

**Buena Park, CA 90620**

**mkim@jlha.net**

**mobile: (562) 623-5101**

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Thank you!

Regards,



**PETER SHIAU • CONTRACT PROJECT MANAGER**

**320 W. NEWMARK AVE, MONTEREY PARK, CA 91754**

**Office (626) 307-1326 • Direct (626) 877-1928**

**E-mail: PSHIAU@MONTEREYPARK.CA.GOV**

From: Mazboudi, Ziad <[zmazboudi@montereypark.ca.gov](mailto:zmazboudi@montereypark.ca.gov)>  
Date: Mon, Sep 9, 2024 at 8:11 AM  
Subject: 795 W. Garvey  
To: [edchan930@gmail.com](mailto:edchan930@gmail.com) <[edchan930@gmail.com](mailto:edchan930@gmail.com)>

Dear Mr. Chan

It is good to see the project moving forward

Please refrain from submitting anything to the City's consultant. All public works related submittals must be submitted to the Public Works Department by the General Contractor

Thanks

Ziad

----- Forwarded message -----

From: Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
Date: Fri, Sep 6, 2024 at 1:39 PM  
Subject: 795 W. Garvey  
To: Michelle Kim <[mkim@lha.net](mailto:mkim@lha.net)>

Hi Michelle

This is just following up on the email I forwarded to you. It looks like it would be better to install a different system that Chris Linsey suggested and help draw up. We are in contact with Cal Land to make the changes, unless you have a better idea to move this along quicker. Seven Leaves, one of the prospective tenants would like us to move this along as fast as possible. Attached is the changes suggested by Chris at Santa Fe, please review them and let me know what you think. I hope you have a great weekend.

Sincerely

Eddie Chan

**EXHIBIT H**

**EXHIBIT H**

From: Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
Date: Thu, Sep 5, 2024 at 9:53 AM  
Subject: Fwd: Drop box link for plans 795  
To: Michelle Kim <[mkim@jha.net](mailto:mkim@jha.net)>

Hi Michelle

I am forwarding you these plans that Chris at Santa Fe System proposed for the system. I hope you can preemptively review them and give you input as we are trying to speed up this process. I believe this different system would be easier and faster to install. Chris recently gave me the estimate and I would like to move ahead so we can finish this quicker. Please feel free to contact Chris if you have any questions or concerns.

Thank You,  
Eddie Chan

----- Forwarded message -----

From: Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>  
Date: Tue, Jul 16, 2024 at 1:21 PM  
Subject: RE: Drop box link for plans 795  
To: Ping Yang <[ping@callandeng.com](mailto:ping@callandeng.com)>, Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
Cc: Ray Ronquillo <[ray@callandeng.com](mailto:ray@callandeng.com)>, Jason Lee <[jason@callandeng.com](mailto:jason@callandeng.com)>, Leann Wang <[leannw@callandeng.com](mailto:leannw@callandeng.com)>

Hi Ping-

Please see attached edits. I tried to do the mark-ups myself in the PDF, but unfortunately, the PDF is protected so I cannot make them in the file itself.

I am also including our design as well to be included as detail inserts.

Lastly is the detail for the HDPE chambers.

We are preparing a quote for the system for the client (Eddie Chan). Once he gets the quote and approves the system, then he can direct us to move forward with the design edits. So, please do not make any changes until we hear from Eddie.

I am going to make edits to the LID plan as well in preparation since I am leaving tomorrow for a few weeks of vacation. Although I will be out of town, I will still have my computer and will continue correspondence.

Thank you!

Chris Lindsey, PE  
Lead Design Engineer



10244 Freeman Ave

Santa Fe Springs, CA 90670

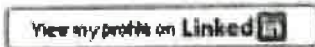
(310) 569-4644 Cell

(562) 777-9724 Office

[CLindsey@SFWSystems.com](mailto:CLindsey@SFWSystems.com)

[www.SFWSystems.com](http://www.SFWSystems.com)

[SFWS Digital Brochures](#)



**From:** Ping Yang <[ping@callandeng.com](mailto:ping@callandeng.com)>  
**Sent:** Wednesday, July 10, 2024 5:15 PM  
**To:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>; Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>  
**Cc:** Ray Ronquillo <[ray@callandeng.com](mailto:ray@callandeng.com)>; Jason Lee <[jason@callandeng.com](mailto:jason@callandeng.com)>; Leann Wang <[leannw@callandeng.com](mailto:leannw@callandeng.com)>  
**Subject:** Re: Drop box link for plans 795

Hi Eddie,

Good afternoon. Based on the meeting with Chris, We need send a proposal to you for Grading plan revision, and LID report revision.

Could you provide your contact information to us? (address, phone number, email address.)

Owner or contractor needs confirm which device will be used on site, we need review it and add it on revision.

Hi Chris,

It was nice talking with you. We need owner sign proposal and confirm device first, then we can start processing this project.

I didn't personally handle this project. Project manager Ray will handle this project, he will be main connect person. (! Cc'ed him on this email.)

Thank you.

Xiping Yang (Ping)

Senior Project Engineer

Cal Land Engineering & Associates, Inc.

Office Address: 574 E. Lambert Rd.

Brea, CA 92821

Office: (714) 671-1050 ext. 119

Email: [ping@callandeng.com](mailto:ping@callandeng.com)

Fax: (714) 671-1090

Website: [www.callandeng.com](http://www.callandeng.com)



**CAL LAND**

ENGINEERING & ASSOCIATES, Inc.

---

**From:** Chris Lindsey <[CLindsey@sfwysystems.com](mailto:CLindsey@sfwysystems.com)>  
**Sent:** Wednesday, July 10, 2024 12:31 PM  
**To:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>; Ping Yang <[ping@callandeng.com](mailto:ping@callandeng.com)>  
**Subject:** Re: Drop box link for plans 795

Hi Eddie and Ping-

Per my meeting with Ping a few minutes ago, Ping will send me their copy of the approved drawings, LID plan, and covenant. I am going to make the updates on these documents and will send to Ping for her review once she approves them. We will then send to John L Hunter for submittal.

There will be no fee for my work done to complete these tasks. If Ping needs to invoice you for her review, I will let her work with you directly on that. I am sure there will also be a fee to John Hunter for review as well and again, I will need to let you handle that.

Once I have the documents from Ping, I will let you know that I have started revisions.

Regards,

Chris Lindsey, PE  
Lead Design Engineer

Santa Fe Water Systems

10244 Freeman Ave

Santa Fe Springs, CA 90670

(310) 569-4644 Cell

(562) 777-9724 Office

[CLindsey@SFWSystems.com](mailto:CLindsey@SFWSystems.com)

[www.SFWSystems.com](http://www.SFWSystems.com)

[SFWS Digital Brochures](#)

---

**From:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Sent:** Tuesday, July 9, 2024 2:44 PM  
**To:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>  
**Subject:** Re: Drop box link for plans 795




Hi Chris

Howard mentioned to me that your company can draw up plans to use this system. We would like to proceed forward with this and try and get this finished as soon as possible. Please let me know what would you need from us to move forward with this project.

Thank you

Edward Chan

\*\*\*\*\*CAUTION: THIS EMAIL ORIGINATED OUTSIDE OF CLE. BE CAUTIOUS WHEN OPENING ANY LINKS OR DOCUMENTS.\*\*\*\*\*

-  795 Garvey Grading 17 APPROVED CKL Edits.pdf  
2.1MB
-  795 W. Garvey Ave - Monterey Park - SWTS - 02Jul24.PDF  
2MB
-  24577795GarveyAve\_24577795GarveyAveMontereyParkCAFinalA SFWS.pdf  
5.5MB

**EXHIBIT I**

**EXHIBIT I**

From: Eddie Chan <edchen830@gmail.com>  
Date: Fri, Sep 6, 2024 at 1:39 PM  
Subject: 795 W. Garvey  
To: Michelle Kim <mkim@ilha.net>

Hi Michelle

This is just following up on the email I forwarded to you. It looks like it would be better to install a different system that Chris Linsey suggested and help draw up. We are in contact with Cal Land to make the changes, unless you have a better idea to move this along quicker. Seven Leaves, one of the prospective tenants would like us to move this along as fast as possible. Attached is the changes suggested by Chris at Santa Fe, please review them and let me know what you think. I hope you have a great weekend.

Sincerely

Eddie Chan

**EXHIBIT J**

**EXHIBIT J**

From: Mazboudi, Ziad <[zmazboudi@monteireypark.ca.gov](mailto:zmazboudi@monteireypark.ca.gov)>  
Date: Mon, Sep 9, 2024 at 8:11 AM  
Subject: 795 W. Gervey  
To: [edchan930@gmail.com](mailto:edchan930@gmail.com) <[edchan930@gmail.com](mailto:edchan930@gmail.com)>

Dear Mr. Chen:

It is good to see the project moving forward.

Please refrain from submitting anything to the City's consultant. All public works related submittals must be submitted to the Public Works Department by the General Contractor.

Thanks

Ziad

**EXHIBIT K**

**EXHIBIT K**

## Edward Chan interaction with MP Public Works Dept., Building Division, and City Consultants

From: Campen, Timothy E. (tcampen@bwsllaw.com)

To: akrastinslaw@aol.com

Cc: mahensley@bwsllaw.com

Date: Monday, September 9, 2024 at 01:05 PM PDT

Dear Mr. Krastins,

I wanted to keep you in the loop that per prior Notices, Edward Chan has been reminded that any communication with City Staff (including Public Works and Building) and City Consultants (such as John L. Hunter) regarding construction matters with 795 W. Garvey must be through your Clients' general contractor. Your clients can certainly be present and/or copied on any such communications, but the general contractor is the point person that City Staff and Consultants will deal directly with.

Also, it appears likely that this Thursday in the a.m. the City will be seeking a temporary restraining order to, in effect, preclude your clients (or any other non-licensed individuals) from acting in the capacity of a general contractor for this Property. If the timing on that hearing changes, will let you know as soon as know.

Sincerely,

**Timothy E. Campen | Partner**

501 West Broadway, Suite 1600 | San Diego, CA 92101

d - 619.814.5810 | t - 619.814.5800 | f - 619.814.6799 | m - 619.861.7707

[tcampen@bwsllaw.com](mailto:tcampen@bwsllaw.com) | [bwsllaw.com](http://bwsllaw.com)



BURKE WILLIAMS & SORENSEN LLP

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Thank you

**EXHIBIT L**

**EXHIBIT L**

Re: Edward Chan interaction with MP Public Works Dept., Building Division, and City Consultants

From: Andrew O. Krastins, Esq. (akrastinslaw@aol.com)

To: tcampen@bwslaw.com

Date: Tuesday, September 10, 2024 at 09:04 PM PDT

Dear Mr. Campen:

First, I just learned that Elaine Chan, Edward's and Howard's mother, passed away on Saturday, a little over two years after Robert Chan, her husband of more than 60 years. Needless to say, we can presume that the family is grieving.

Edward Chan has never acted or sought to act as a "general contractor." As I recall, at our April 16, 2024 meeting, it was Mr. Tarango who invited the Chans to discuss technical matters regarding the underground sewage and water storage issues with John L. Hunter. I understand that Edward Chan acted as a facilitator to ensure that the City's consultant, and the Chans' consultants, Cal Land & Engineering Associates and Santa Fe Water Systems were in direct communication so that everyone could achieve a mutual understanding on how best to resolve this remaining technical issue. This was done with the intention of maximizing the likelihood that the formal plans submitted on the Chans' behalf would be most likely approved. I understand from my review of the emails dating back to May 2024 is that City staff were cc'd on these communications. In any event, Edward Chan was simply acting as responsible property owner serving as a conduit between these technical experts to speed up completion of the project and not as a "general contractor." Edward's desire to speed the project to completion is plain from the email exchanges with Michele Kim, including the one attached to the email to Edward from Ziad Mazboudi.

Edward Chan has been doing so with the City's express encouragement, as is apparent from numerous emails such as the following excerpt:

"Serrano, Jessica <jserrano@montereypark.ca.gov> Wed, Feb 22, 2023 at 5:13 PM  
To: "edchan930@gmail.com" <edchan930@gmail.com>, "c8howardchan@gmail.com" <c8howardchan@gmail.com>  
Cc: "Torres, Joseph" <jtorres@montereypark.ca.gov>, "dennis.tarango@transtech.org" <dennis.tarango@transtech.org>, "Chow, Beth" <bchow@montereypark.ca.gov>, "Chen, Vivian" <VChen@montereypark.ca.gov>, "Mazboudi, Ziad" <zmazboudi@montereypark.ca.gov>

Hello Eddie,

Thank you for meeting with us today. As a follow-up to our meeting, below is a summary of our discussion and pending items that require follow-up . . ."

It is obvious that Edward as accommodating a request from City staff to meet with him directly and that senior staff such as Joe Torres and Dennis Tarango were fully aware of this.



**EXHIBIT M**

**EXHIBIT M**

**RE: Edward Chan interaction with MP Public Works Dept., Building Division, and City Consultants**

From: Campen, Timothy E. (tcampen@bwslaw.com)

To: akrastinslaw@aol.com

Date: Tuesday, September 10, 2024 at 10:15 PM PDT

Dear Mr. Kraslins,

Allow me to offer my condolences to the Chan family over the loss of Elaine Chan.

Just so I am clear, while I understand you seem to be asking that the City forego seeking a TRO and instead file for a regular, noticed preliminary injunction, are you also asking to at least delay this TRO because of the death of Elaine Chan and how that affects your clients' ability to assist you with your representation of them should the TRO proceed this week? If so, I will accommodate that request.

Whether the City will forego seeking a TRO at all, or perhaps seek one as early as next week, will require further consideration and consultation with my client.

On that last point, the purpose of the TRO is to unleash the Chan's retained general contractor to actively work on the property. There is absolutely plenty of work that can be done now while the City reviews newly submitted plans related to sewer connections or the stormwater catch basin in the parking lot. Notably, electrical and other work on the interior of the structure that can proceed now. Having your Clients' general contractor directing on-site work now would show good faith effort towards completing construction and mitigate against the City's concerns about conditions on the property being a hazard to public safety due to the property effectively being vacant and inactive for several years.

Further, having your client's licensed contractor and engineering professionals work directly with City staff will help avoid the delays that have plagued this development since construction began in 2017. That does not mean your clients cannot be present and involved in those discussions, of course they can. I believe your clients may mean well, but they simply are not qualified to effectively manage this project on their own in an "owner/builder" capacity.

I appreciate it is late, and as you can imagine, I am working to get my TRO filed in the morning to be heard on Thursday. So again, please let me know immediately if you are asking to at least delay this ex parte for a week to accommodate your clients' loss and perhaps allow for further discussion on what your clients can substantively do to persuade holding off for longer.

**Timothy E. Campen | Partner**

501 West Broadway, Suite 1600 | San Diego, CA 92101

d - 619.814.5810 | t - 619.814.5800 | f - 619.814.6799 | m - 619.861.7707

[tcampen@bwslaw.com](mailto:tcampen@bwslaw.com) | [bwslaw.com](http://bwslaw.com)



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**From:** Andrew O. Krastins, Esq. <akrastinslaw@aol.com>  
**Sent:** Tuesday, September 10, 2024 9:05 PM  
**To:** Campen, Timothy E. <TCampen@bwsllaw.com>  
**Subject:** Re: Edward Chan interaction with MP Public Works Dept., Building Division, and City Consultants

[EXTERNAL]

Dear Mr. Campen:

First, I just learned that Elaine Chan, Edward's and Howard's mother, passed away on Saturday, a little over two years after Robert Chan, her husband of more than 60 years. Needless to say, we can presume that the family is grieving.

Edward Chan has never acted or sought to act as a "general contractor." As I recall, at our April 16, 2024 meeting, it was Mr. Tarango who invited the Chans to discuss technical matters regarding the underground sewage and water storage issues with John L. Hunter. I understand that Edward Chan acted as a facilitator to ensure that the City's consultant, and the Chans' consultants, Cal Land & Engineering Associates and Santa Fe Water Systems were in direct communication so that everyone could achieve a mutual understanding on how best to resolve this remaining technical issue. This was done with the intention of maximizing the likelihood that the formal plans submitted on the Chans' behalf would be most likely approved. I understand from my review of the emails dating back to May 2024 is that City staff were cc'd on these communications. In any event, Edward Chan was simply acting as responsible property owner serving as a conduit between these technical experts to speed up completion of the project and not as a "general contractor." Edward's desire to speed the project to completion is plain from the email exchanges with Michele Kim, including the one attached to the email to Edward from Ziad Mazboudi.

Edward Chan has been doing so with the City's express encouragement, as is apparent from numerous emails such as the following excerpt:

"Serrano, Jessica <jserrano@montereypark.ca.gov> Wed, Feb 22, 2023 at 5:13 PM  
To: "edchan930@gmail.com" <edchan930@gmail.com>, "c8howardchan@gmail.com" <c8howardchan@gmail.com>  
Cc: "Torres, Joseph" <jtorres@montereypark.ca.gov>, "dennis.tarango@transtech.org" <dennis.tarango@transtech.org>, "Chow, Beth" <bchow@montereypark.ca.gov>, "Chen, Vivian" <VChen@montereypark.ca.gov>, "Mazboudi, Ziad" <zmazboudi@montereypark.ca.gov>

Hello Eddie,

Thank you for meeting with us today. As a follow-up to our meeting, below is a summary of our discussion and pending items that require follow-up.

It is obvious that Edward is accommodating a request from City staff to meet with him directly and that senior staff such as Joe Torres and Dennis Tarango were fully aware of this.

It seems to me that if the City now does not wish to entertain communications about the project from Edward Chan, it can simply instruct staff to disregard such communications rather than seek a temporary restraining order which can only waste resources and delay completion further. If the City does indeed wish to seek provisional relief, I ask that it do so on regular notice and reciprocate the courtesy which the Chans have shown the City in granting numerous discovery extensions.

Very truly yours,

Andrew O. Kraslins

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On Monday, September 9, 2024 at 01:05:50 PM PDT, Campen, Timothy E. <[tcampen@bwsllaw.com](mailto:tcampen@bwsllaw.com)> wrote:

Dear Mr. Kraslins,

**EXHIBIT N**

**EXHIBIT N**

Fwd: Fw: 7 Leaves - 795 W Garvey Ave - LID Plans

----- Forwarded message -----

From: Timothy Nguyen <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>  
Date: Mon Jan 13, 2025, 1:29 PM  
Subject: Fw: 7 Leaves - 795 W Garvey Ave - LID Plans  
To: Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>

Hello Eddie,

FYI

As discussed here is the thread from when Johnny spoke with Joseph Torres from MP City.

Let me know if you have any questions.

Timothy Nguyen  
Construction Coordinator



Location: [16052 Beach Blvd #240 Huntington Beach, CA 92647 USA](#)  
Email: [timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com) Website: <http://www.7LeavesCafe.com/>  
Phone: (714) 312-6512

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**From:** Torres, Joseph <[jtorres@montereypark.ca.gov](mailto:jtorres@montereypark.ca.gov)>  
**Sent:** Friday, January 10, 2025 2:20 PM  
**To:** 'Johnny Nguyen' <[johnny.nguyen@7leavescafe.com](mailto:johnny.nguyen@7leavescafe.com)>; 'Ray Ronquillo' <[ray@callandeng.com](mailto:ray@callandeng.com)>  
**Cc:** 'Vinh Nguyen' <[vinh.nguyen@7leavescafe.com](mailto:vinh.nguyen@7leavescafe.com)>; 'Sonny Nguyen' <[sonny.nguyen@7leavescafe.com](mailto:sonny.nguyen@7leavescafe.com)>; 'Josh Newmaster' <[josh.newmaster@7leavescafe.com](mailto:josh.newmaster@7leavescafe.com)>; 'Timothy Nguyen' <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>  
**Subject:** RE: 7 Leaves - [795 W Garvey Ave](#) - LID Plans

It's my pleasure, Johnny. Please let me know anytime I can be of any assistance. We would love to see 7Leaves open soon in Monterey Park!

Thanks,

**JOSEPH TORRES, MPA • ECONOMIC DEVELOPMENT  
MANAGER**  
[320 W NEWMARK AVE MONTEREY PARK, CA 91754](#)  
Office: (626) 307-1314 • Cell (626) 998-1434  
Website: [www.montereypark.ca.gov/econdev](http://www.montereypark.ca.gov/econdev)

**From:** Johnny Nguyen <[johnny.nguyen@7leavescafe.com](mailto:johnny.nguyen@7leavescafe.com)>  
**Sent:** Friday, January 10, 2025 1:46 PM  
**To:** Ray Ronquillo <[ray@callandeng.com](mailto:ray@callandeng.com)>  
**Cc:** Torres, Joseph <[jtorres@MontereyPark.ca.gov](mailto:jtorres@MontereyPark.ca.gov)>; Vinh Nguyen <[vinh.nguyen@7leavescafe.com](mailto:vinh.nguyen@7leavescafe.com)>; Sonny Nguyen <[sonny.nguyen@7leavescafe.com](mailto:sonny.nguyen@7leavescafe.com)>; Josh Newmaster <[josh.newmaster@7leavescafe.com](mailto:josh.newmaster@7leavescafe.com)>; Timothy Nguyen <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>  
**Subject:** Re: 7 Leaves - [795 W Garvey Ave](#) - LID Plans

[EXTERNAL EMAIL]

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Thank you for the update, Ray.

Joe, we truly appreciate your willingness to help move our project forward. We'll keep you updated once Ray resubmits the corrections to Peter.

On Fri, Jan 10, 2025 at 1:39 PM Ray Ronquillo <[ray@callandeng.com](mailto:ray@callandeng.com)> wrote:

Hello Johnny,

Good afternoon

Peter Shiau sent back the latest corrections to our office on 1/7/2025. We will work on it.

Thank you

=====

Ramoncito (Ray) Ronquillo, PE

Project Manager

Calland Engineering & Associates, Inc

574 E. Lambert Road

Brea, CA 92821

Tel: (714) 671-1050 ext 122

Email: [ray@callandeng.com](mailto:ray@callandeng.com)

Website: [www.callandeng.com](http://www.callandeng.com)



---

**From:** Torres, Joseph <[jtorres@MontereyPark.ca.gov](mailto:jtorres@MontereyPark.ca.gov)>  
**Sent:** Friday, January 10, 2025 1:25 PM  
**To:** 'Johnny Nguyen' <[johnny.nguyen@7leavescafe.com](mailto:johnny.nguyen@7leavescafe.com)>  
**Cc:** Ray Ronquillo <[ray@callandeng.com](mailto:ray@callandeng.com)>; 'Vinh Nguyen' <[vinh.nguyen@7leavescafe.com](mailto:vinh.nguyen@7leavescafe.com)>; 'Sonny Nguyen' <[sonny.nguyen@7leavescafe.com](mailto:sonny.nguyen@7leavescafe.com)>; 'Josh Newmaster' <[josh.newmaster@7leavescafe.com](mailto:josh.newmaster@7leavescafe.com)>; 'Timothy Nguyen' <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>  
**Subject:** RE: 7 Leaves - [795 W Garvey Ave](#) - LID Plans

Hi Johnny,

Always a pleasure to hear from you! Peter is off today. I'll check with him when he returns on Monday and update you.

Best regards,





**EXHIBIT P**

**EXHIBIT P**













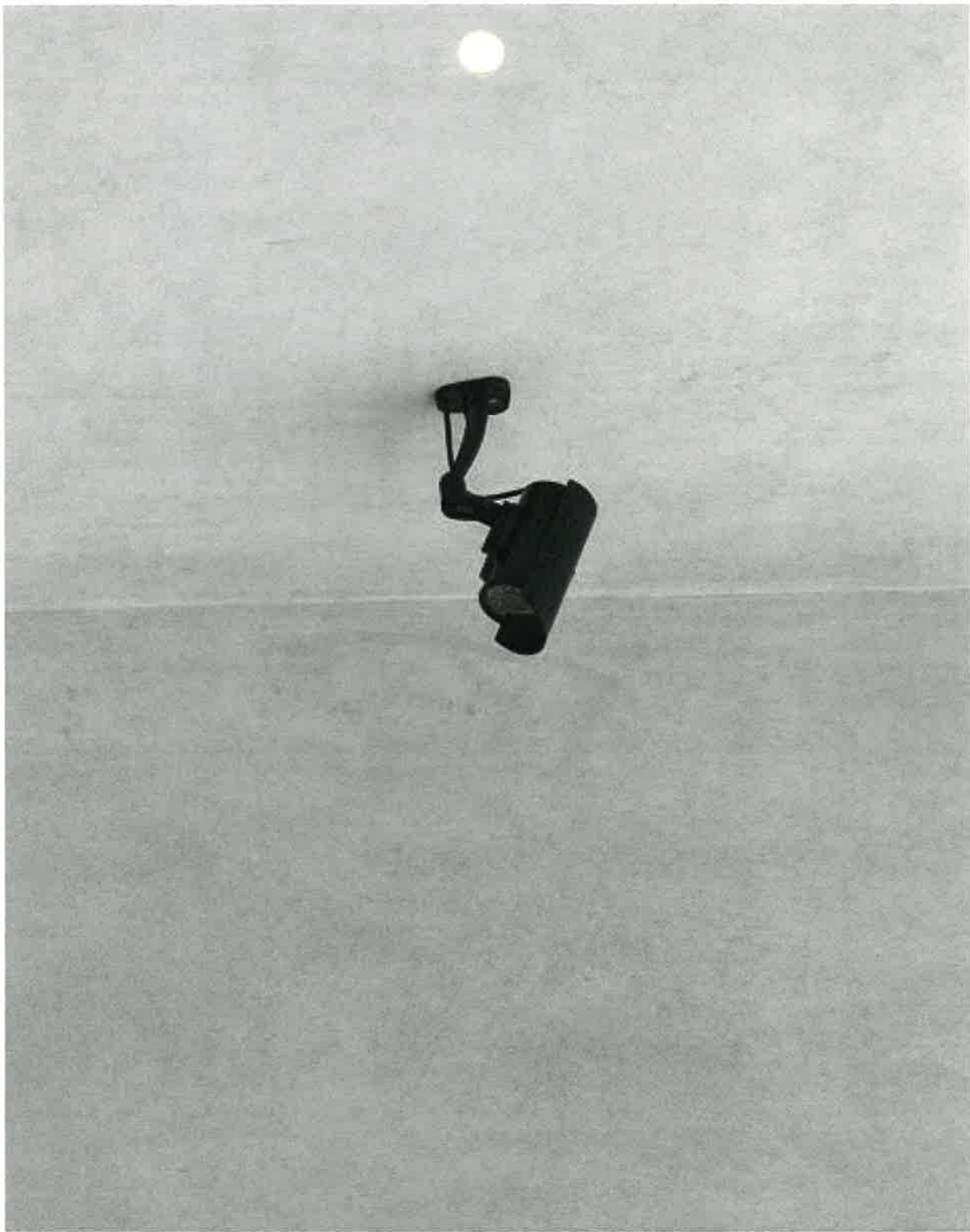


































**EVIDENCE ITEM 5**

**EVIDENCE ITEM 5**

**EVIDENCE ITEM 3**

**EVIDENCE ITEM 3**

1 Andrew O. Krastins, Esq. (State Bar No. 179699)  
2 Beverly J. Bickel, Esq. (State Bar No. 182600)  
3 LAW OFFICE OF ANDREW O. KRASTINS  
4 333 W. Sixth Street, Suite 213  
5 San Pedro, CA 90731  
6 Tel: (562) 357-9789  
7 Email: [Akrastinslaw@aol.com](mailto:Akrastinslaw@aol.com)

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County of Los Angeles  
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David W. Slayton,  
Executive Officer/Clerk of Court,  
By E. Madrid, Deputy Clerk

8  
9 Attorneys for Defendants Edward M. Chan,  
10 Howard Chan, Man-Fei Chan Gold and  
11 Patricia Yu Chan

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF LOS ANGELES

14 THE PEOPLE OF THE STATE OF  
15 CALIFORNIA, *et al.*,

16 Plaintiffs,

17 v.

18 ROBERT CHAN, an individual, *et al.*,

19 ,

20 Defendants.

Case No. 24NNCV00087

**DECLARATION OF ANDREW O. KRASTINS IN OPPOSITION TO PLAINTIFF'S MOTION FOR ISSUANCE OF PRELIMINARY INJUNCTION**

**[filed concurrently with Opposition to Motion for Issuance of Preliminary Injunction; Request for Judicial Notice; Evidentiary Objections; Proposed Order re Evidentiary Objections; Declarations of Edward M. Chan, Martin Flores, Chris Lindsey, William Lau, and Kristion Grbavac; exhibits]**

Date: February 14, 2025  
Time: 8:30 a.m.  
Dept.: E  
Judge: The Hon. Ashfaq G. Chowdhury

Action Filed : March 7, 2024  
Trial Date : None Set

1 I, Andrew O. Krastins, declare as follows:

2 1. I am an attorney duly licensed to practice law in the State of California and am an  
3 attorney of record for Defendants Edward M. Chan, Howard Chan, Man-Fei Chan Gold, and Patricia  
4 Yu Chan in the instant action. I have personal knowledge of the facts set forth herein; and if called as  
5 a witness to testify, could and would competently do so.

6 2. True and correct copies of Defendant Edward Chan's Fourth Public Records Request  
7 and his subsequent Public Records Request of October 14, 2024, both of which I served by email  
8 on the Plaintiff City, are attached as **Exhibits A and B** respectively to the Declaration of Edward  
9 M. Chan which accompanies this declaration.

10 3. At paragraph 23 of Dennis Tarango's Declaration (filed with the subject Motion),  
11 Mr. Tarango expressly states that he met personally with the Chans' designated general contractor  
12 on July 29, 2024 regarding construction at the subject property ("Chan Property"). At paragraphs  
13 19 and 20 of the Rey Lozano Declaration (filed with the subject Motion), Mr. Lozano expressly  
14 states that he met personally with the Chans' general contractor on July 24, 2024 regarding  
15 construction at the Chan Property. At paragraph 25 of the First Amended Complaint (FAC) filed  
16 August 23, 2024, Plaintiffs themselves state that on July 29, 2024, Tarango and Lozano met with  
17 Howard Chan at the site and that "Defendants' general contractor was present." The Chans' general  
18 contractor for the subject construction ("the 7 Leaves Project") is Joven Construction Services, Inc.  
19 ("Joven"), a licensed general contractor that has been the Chans' general contractor for the 7 Leaves  
20 Project since November of 2023.

21 4. In November 2023, the City notified my clients that it wanted to meet with them  
22 about the 7 Leaves Project. The City suggested a tentative date. When the City did not finalize the  
23 date, my clients presumed the City had decided not to go forward with a meeting. A few days before  
24 Thanksgiving, the City notified my clients that it still wanted to meet on the original tentative date.  
25 I advised that I was not available on that date. Edward M. Chan advised the City that it would need  
26 to reschedule for the following week because I was not available.

27 5. Instead of rescheduling the meeting, Deputy City Attorney Timothy Campen on  
28 December 23, 2023 sent my clients a letter which included a schedule of completion dates for the 7

1 Leaves project with which it was impossible to comply, due to the underground septic tank/pumping  
2 system issue. Mr. Campen’s letter also states:

3 “Please Be Further Advised that *all communications with the City regarding construction*  
4 *on the Property*, particularly with the Building and Safety Division and the Public Works  
5 Department, *must be conducted exclusively through your general contractor or its*  
6 *authorized agents.*” [letter at pg. 4; emphasis added].

7 The City stated that it planned to sue my clients. It instructed my clients to contact Mr. Campen. [A  
8 true and correct copy of the City’s December 23, 2023 letter is attached as **Exhibit C** to the Edward  
9 Chan declaration.]

10 6. On February 23, 2024, I telephoned Mr. Campen’s office and left a message asking  
11 to reschedule the meeting with City Staff. Not receiving a call back, on February 25, 2024, I emailed  
12 City Attorney Campen a letter setting out my clients’ efforts to complete the project and asking to  
13 reschedule the cancelled meeting with City staff as soon as possible to resolve outstanding issues,  
14 including the underground sewage disposal system problem.

15 7. Still receiving no response, I contacted relevant City staff and advised them that I  
16 unsuccessfully tried to get in touch with Mr. Campen and that my clients and I wanted to meet with  
17 City staff regarding completion of the 7 Leaves Project. Still receiving no response, on March 4,  
18 2024 I emailed Mr. Campen’s superior, City Attorney Karl Berger, relating my efforts to contact  
19 Mr. Campen and to schedule a meeting with City staff. I also emailed Mayor Thomas Wong, who  
20 represents the district where the Chan Property is located, advising the Mayor of my and my clients’  
21 efforts to contact Mr. Campen and set up a meeting with City staff. [A true and correct copy of the  
22 relevant email exchange between myself and various City officials is attached as **Exhibit E** to the  
23 Edward Chan declaration.]

24 8. Only after contacting Mr. Campen’s superior and Mayor Wong did I receive a  
25 response from Mr. Campen, which stated:

26 “Dear Mr. Krastins, I am the Assistant City Attorney for the City of Monterey Park and  
27 assigned to this matter. I am available for a phone call if you like. Please let me know what  
28 time works best for you.”

1 Mr. Campen's letter did not address my numerous efforts to contact him.

2 9. We agreed to meet on March 18, 2024 at City Hall. Edward Chan, Howard Chan,  
3 and I attended the meeting. Also attending the meeting were Mr. Campen, City Building Official  
4 Dennis Tarango, Code Enforcement officer Rey Lozano, and other City staff.

5 10. At the meeting, City Attorney Campen served my clients with the City's Complaint.  
6 Mr. Campen stated that City Council members had complained about my clients' property and  
7 indicated that the purpose of the Complaint was to pressure my clients to finish the project. Mr.  
8 Campen also stated that the project was "80 percent complete" and that a judge would "probably  
9 not" grant the City's request that the Court appoint a receiver.

10 11. At the beginning of the meeting, I passed out copies of the City's December 22, 2023  
11 letter in order to use it as a guide for discussing each issue raised therein. I stated my intent that the  
12 City letter serve as an agenda for achieving mutual understanding, and for identifying which issues  
13 were resolved and which remain outstanding. We went through the issues in the letter, in order.  
14 The City acknowledged that almost all Code violations for which we were served Notices and  
15 Citations were completely resolved.

16 12. During the meeting, we discussed the technical problems with the underground  
17 storage tank, sewage disposal, and related issues. My client Edward Chan carefully explained to  
18 Building Official Tarango and to City staff that redesign of the sewer pump station, which is needed  
19 to connect the sewer line out of the building to the City, is necessary because the City's street line  
20 is actually very shallow and is higher than the line that comes out of the Chan Property. The Chans  
21 advised that delay regarding the sewer system was caused because the City did not identify the  
22 problem in its plan check. City Building Official Tarango acknowledged that there are technical  
23 complexities and urged Howard and Edward Chan to work directly with the City's engineering  
24 contractor, John L. Hunter and Associates, Inc. ("Hunter & Associates"), a firm which I understand  
25 the City hired to help with the 7 Leaves Project by providing technical expertise which City staff  
26 lacked.

27 13. At no time during the meeting were we advised by Mr. Campen or City staff that my  
28 clients are not to contact the City directly about the project, or that only general contractor Joven is

1 permitted to contact the City about the project. To the contrary, I understood the City’s position, as  
2 stated at the meeting by Mr. Tarango, to be that Howard and Edward Chan should take an active  
3 role in working with John L. Hunter & Associates.

4 14. Toward the end of the meeting, after we discussed each issue raised in Mr. Campen’s  
5 December 23, 2023 letter (**Exhibit C** attached to the Edward Chan declaration), Mr. Campen and  
6 Mr. Tarango expressly acknowledged that the prospective completion dates in the letter are not  
7 tenable or even possible. Mr. Campen advised that the City would send us a revised schedule of  
8 prospective completion dates reflecting the information we provided to the City during the meeting.

9 15. However, the City never provided us with a revised schedule. Instead, on August  
10 23, 2024 the City filed its FAC, whose newly added allegations are premised on the bad faith claim  
11 that the completion dates in the City’s December 23, 2023 letter (**Exhibit C** attached to the Edward  
12 Chan declaration) are still viable and that the alleged code violations remain unremedied.

13 16. After our March 18, 2024 meeting with Mr. Tarango, City staff, and their attorney,  
14 my clients hired Perfect Design and Engineering, Inc., a well-regarded local design and mechanical  
15 engineering company that includes plumbing and sewer pumps among its specialties.

16 17. On September 9, 2024, my client Edward Chan received an email from Ziad  
17 Mazboudi of the City’s Public Works Department which states as follows:

18 “Dear Mr. Chan. It is good to see the project moving forward. Please refrain from submitting  
19 anything to the City’s consultant. All public works related submittals must be submitted to  
20 the Public Works Department by the General Contractor.”

21 [Zaid Mazboudi’s September 9, 2024 email is attached as **Exhibit J** to the Edward Chan  
22 declaration.] Later that day, City Attorney Campen sent me an email stating:

23 “I wanted to keep you in the loop that per prior Notices, Edward Chan has been reminded  
24 that any communication with City Staff (including Public Works and Building) and City  
25 Consultants (such as John L. Hunter) regarding construction matters with 795 W. Garvey  
26 must be through your Clients’ general contractor. Your clients can certainly be present  
27 and/or copied on any such communications, but the general contractor is the point person  
28 that City Staff and Consultants will deal directly with. Also, it appears likely that this

1 Thursday in the a.m. the City will be seeking a temporary restraining order to, in effect,  
2 preclude your clients (or any other non-licensed individuals) from acting in the capacity of  
3 a general contractor for this Property. If the timing on that hearing changes, will let you  
4 know as soon as know [sic].”

5 [A true and correct copy of Attorney Campen’s September 9, 2024 email to me is attached as  
6 **Exhibit K** to the Edward Chan declaration.]

7 18. On September 9, 2024, I received from attorney Campen an email accusing my client  
8 Edward Chan of improperly contacting City staff and stating that Mr. Campen planned to file an ex  
9 parte motion for a restraining order to prevent anyone in the Chan family from “acting as a general  
10 contractor”. [A true and correct copy of Attorney Campen’s September 9, 2024 email is attached as  
11 **Exhibit D** to the Edward Chan declaration].

12 19. On September 10, 2024, I sent City Attorney Campen an email explaining that  
13 Edward Chan never acted or sought to act as a “general contractor,” and that instead he was trying  
14 to facilitate communications between the various participants to speed the project toward  
15 completion and doing so at the City’s own urging. [A true and correct copy of my September 10,  
16 2024 email to Timothy Campen is attached as **Exhibit L** to the Edward Chan declaration.]

17 20. Later that evening, Mr. Campen emailed me admitting that the Chans have a licensed  
18 general contractor and engineering professionals on the project, but claiming that “the purpose of  
19 the TRO is to unleash the Chan’s retained general contractor to actively work on the property. There  
20 is absolutely plenty of work that can be done now while the City reviews newly submitted plans  
21 related to sewer connections or the stormwater catch basin in the parking lot.” [A true and correct  
22 copy of the referenced email is attached as **Exhibit M** to the Edward Chan declaration.]

23 21. On August 21, 2024, the Court granted Plaintiffs’ ex parte application for leave to  
24 amend its Complaint. Paragraphs 25 and 26 of the FAC expressly state that Defendants have a  
25 licensed general contractor and that City staff personally met with Defendants’ general contractor.

26 22. After the August 21, 2024 ex parte hearing, I drove by the Chan Property and  
27 adjacent properties. I noted that the lot at 220 N. Atlantic, Monterey Park, which is directly to the  
28 north of the Chan Property, exhibited in far greater abundance all the code violations being alleged

1 against the Chans (which the City acknowledged had long since been remedied). 220 N. Atlantic's  
2 lot and adjacent sidewalk were strewn with litter, and there were holes in the fencing large enough  
3 for adults to pass through with ease. The entire lot was choked with weeds and with rogue trees  
4 which appear to be a product of years of neglect. I also saw unattended heavy construction  
5 equipment stored on the lot, with large piles of what appear to be sewer piping of various diameters.  
6 The exhibits attached to the Declaration of Martin Flores as **Exhibit R** are true and correct copies  
7 of photographs which I took of the property at 220 N. Atlantic Blvd. on August 21, 2024.

8         23. Upon further investigation, I learned that since the late 2010s, the City had not cited  
9 the owners of 220 N. Atlantic for any of the obvious and abundant violations they now allege against  
10 the Chans. Investigating further, I learned from the owner of the unsecured heavy equipment and  
11 sewer pipes that these items were placed there at the express urging of the City itself, as set forth in  
12 the Declaration of Kristion Grbavac filed concurrently with this declaration. I confirmed this by  
13 reviewing public records from the City acknowledging the arrangement.

14         24. According to Kristion Grbavac's Declaration, the City encouraged Mr. Grbavac to  
15 use the lot as a storage location for equipment in connection with a sewer project which was  
16 completed in September 2023. Any rationale for ignoring Grbavac's and the property owner's  
17 violations of the City code necessarily ended when the sewer project was completed in September  
18 2023, but the unsecured heavy equipment and stacks of sewer pipes remained at the site for more  
19 than a year, with no action to abate the litter and the obviously dangerous large holes in the fencing.  
20 Meantime, from March 30, 2023 through May 11, 2023, the City repeatedly cited the Chans,  
21 sometimes every day, racking up some \$80,000 in fines.

22         25. On November 18, 2024, the Court conducted a case management conference (which  
23 I attended) at which the Court advised Plaintiffs' counsel that Plaintiffs' case was in disarray because  
24 Plaintiffs' counsel evidenced an unfamiliarity with the status of the named Defendants. The Court  
25 ordered the parties to meet and confer and instructed Plaintiffs' counsel to file a Joint Status Report.

26         26. At the Case Management Conference, I advised the Court and opposing counsel that  
27 I would be unavailable during most of January 2025 because I would be in Italy conducting  
28 historical research. On December 3, 2024, counsel for the parties (including myself) conducted a

1 telephonic conference. At that time, Plaintiffs' counsel advised that he would dismiss three  
2 Defendants and add two newly identified Defendants by requesting ex parte leave to amend via Los  
3 Angeles Superior Court Form CIV 105 Rev. 09/23. Plaintiffs' counsel further advised that all  
4 persons holding an interest in the Chan Property were indispensable parties without whom Plaintiffs  
5 could not obtain the relief sought. Plaintiffs' counsel asked if I would accept service of the summons  
6 and complaint. I agreed.

7 27. On December 3, 2024, on my clients' behalf, I filed a Motion for Judgment on the  
8 Pleadings, set for hearing on February 14, 2025. I chose a hearing date sufficiently distant in order  
9 to ensure that Plaintiffs' counsel had ample time to digest and research the issues, and an opportunity  
10 to dismiss Plaintiffs' Second Cause of Action for a receivership, which was brought under a statute  
11 which Defendants contend is patently inapplicable.

12 28. On December 20, 2024, Plaintiffs filed two Judicial Council Form requests to amend  
13 by naming two newly identified Defendants: Edward M. Chan, as Trustee of the Chan Living Trust,  
14 and Raymond Man-Shu Chan, as Trustee of the Chan Living Trust. On December 24, 2025,  
15 Plaintiffs and counsel for Defendants Raymond Man-Shu Chan, as Trustee of the Chan Family  
16 Trust, Raymond Man-Shu Chan, as Trustee of the Chan Family Living Trust, and Cindy Chung  
17 Chan, as Trustee of the Chan Family Trust filed a stipulation with this Court. The Stipulation states  
18 that Plaintiffs have still not served two of these Defendants and is silent on when service will be  
19 perfected. The Stipulation extends the dates for these Defendants' responsive pleadings to after the  
20 hearing on Defendants' Motion for Judgment on the Pleadings (presently set for February 14, 2025).

21 29. On January 8, 2025, knowing that I had departed for Italy, Plaintiffs' counsel filed  
22 and served Plaintiffs' Motion for a Preliminary Injunction set for hearing on February 14, 2025, the  
23 same date as the hearing on Defendants' MJOP. The City's Motion is directed to all Defendants,  
24 including the Defendants the City stated have not been served and, under the Stipulation, do not  
25 need to file a responsive pleading until after both motions have been decided. On January 27, 2025,  
26 after returning from Italy, I reviewed all communications from Plaintiffs' counsel and the docket on  
27 the LASC website. I confirmed that Plaintiffs had not served Edward M. Chan as Trustee of the  
28 Chan Living Trust with the Summons and Complaint. Plaintiffs' Motion for a Preliminary

1 Injunction, which is directed to all Defendants, therefore directs the Court to bind named parties  
2 who have not been served and parties who have not yet appeared. On January 29, 2025, counsel for  
3 Raymond Man-Shu Chan, as Trustee of the Chan Family Trust, filed a Case Management  
4 Conference Statement stating: “As of the date of this filing, Plaintiffs have not served Cindy Chung  
5 Chan, as trustee of the Chan Family Trust, and Raymond Man-Shu Chan, as trustee of the Chan  
6 Family Living Trust, nor their counsel.” (See court file).

7 30. Plaintiffs’ FAC alleges a multitude of unspecified code violations by quoting  
8 verbatim various lengthy portions of the Municipal Code and claiming that Defendants are in  
9 violation without specifying how. These allegations are contained in FAC paragraphs 33-38 and  
10 43-46.

11 31. In an August 9, 2024 meet/confer letter to Mr. Campen, I laid out in detail  
12 Defendants’ “class of one”/discriminatory enforcement defenses under the California and federal  
13 constitutions. I explained that since the early 2000s, the City has targeted the Chan Property for  
14 redevelopment in a proposed plan that would eliminate the existing small businesses there and  
15 replace them with a national chain store, a gym, and bookstore. This plan is still in force and can  
16 be viewed at section 5.3.1 and accompanying illustration at pages 90-91 of the Pedestrian Linkages  
17 Plan on the City’s website. See  
18 [https://www.montereypark.ca.gov/DocumentCenter/View/1107/Part-7-Private-Realm--  
19 Recommendations?bidId=](https://www.montereypark.ca.gov/DocumentCenter/View/1107/Part-7-Private-Realm--Recommendations?bidId=). I also explained how these various aspirational development goals could  
20 no longer be implemented because California abolished redevelopment agencies, thereby precluding  
21 the City and other public entities from condemning private property for commercial redevelopment  
22 purposes. I explained that this resulted in attempts by public entities to coerce compliance with  
23 various aspirational goals by misusing code enforcement procedures. [A true and correct copy of  
24 my August 9, 2024 letter to Timothy Campen is attached hereto as **Exhibit O(1)**.] Defendants  
25 propounded discovery and public records requests inquiring about 220 N. Atlantic and other  
26 neighboring properties which Defendants contend support their “class of one” equal-protection  
27 defense.

28 32. On October 10, 2024, Defendants served their Second Set of Special Interrogatories

1 directed to Plaintiffs. In response to special interrogatories aimed at the initial Complaint, Plaintiffs  
2 refused to answer questions which sought specific information supporting claims in FAC paragraphs  
3 quoting Code provisions. Plaintiffs objected that these were “compound.” Because the prior  
4 responses were insufficient, the Second Set of Special Interrogatories parsed each code provision  
5 and statute alleged to have been violated in the FAC – paragraph by paragraph and clause by clause  
6 where necessary – and asked Plaintiffs to describe each alleged violation in detail, from the date of  
7 the filing of the FAC and from the date the interrogatories were served.

8 33. Plaintiffs responded to almost all of these questions by claiming either (1) the  
9 code provisions and statutes had been included merely for “context,” (2) acknowledging that there  
10 were no responsive facts but that “discovery is continuing,” (3) misconstruing the question and  
11 identifying notices of violation and citations from 2023 which have long since been remedied, or  
12 (4) verbatim recitation of code provisions with no specific facts. [A true and correct copy of  
13 Plaintiffs’ responses to Defendants’ Second Set of Special Interrogatories is attached hereto as  
14 **Exhibit O(2)**].

15 34. More than 30 responses state: “The fact various MPMC sections and their  
16 subsections appear in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation  
17 of that section or each of its subsections. . . . Responding Party does not contend, and the FAC does  
18 not allege, that Defendants violated MPMC section [specified code section]” or some variant  
19 thereof. If Plaintiffs didn’t really mean it, they shouldn’t have pled it. These responses demonstrate  
20 that Plaintiffs’ lawsuit is inherently vexatious, forcing Defendants to defend against non-existent  
21 wrongs. [See responses to Special Interrogatories nos. 182, 183, 186-187, 190-191, 194-199, 202,  
22 203, 219-231, and 236-244.]


23 35. At the August 21, 2024 CMC, Plaintiffs’ counsel represented to the Court that there  
24 is an ongoing graffiti problem at the Chan Property. Defendants’ Special Interrogatories 124-126  
25 ask whether there was evidence of graffiti at the Chan Property from the date the FAC was filed  
26 (August 23, 2024) through the date the discovery was served. The City responded: “Responding  
27 Party is not aware of any graffiti in violation of MPMC section 4.30.050(g) at the SUBJECT  
28 PROPERTY during the time period specified in this interrogatory, but also does not have sufficient

1 knowledge or information to definitively affirm there is or has been no such graffiti at any point  
2 during the time period specified in this interrogatory.” The City’s responses were the same for  
3 Special Interrogatories 128 and 129, which ask about other alleged “blight” conditions.

4 36. The exhibits attached to the Declaration of Martin Flores as **Exhibit Z** are true and  
5 correct copies of photographs which I took of the Chan Property on August 21, 2024.

6  
7 I declare under penalty of perjury under the laws of the State of California that the foregoing  
8 is, to the best of my knowledge, true and correct.

9  
10 Executed on January 31, 2025 at San Pedro, California.

11  
12 

13  
14 \_\_\_\_\_  
15 Andrew O. Krastins

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**EXHIBIT O(1)**

**EXHIBIT O(1)**

**LAW OFFICE OF ANDREW O. KRASTINS**

John T. Gaffey Building  
333 W. 6<sup>th</sup> Street, San Pedro, CA, Suite 213  
Telephone: (562) 208-9679  
Email: [Akrastinslaw@aol.com](mailto:Akrastinslaw@aol.com)

August 9, 2024

**VIA EMAIL :**

Timothy E. Campen  
E-mail: [tcampen@bwslaw.com](mailto:tcampen@bwslaw.com)  
BURKE, WILLIAMS & SORENSEN, LLP  
444 South Flower Street, Suite 2400  
Los Angeles, California 90071-2953  
Tel: 213.236.0600 Fax: 213.236.2700

**Re: *City of Monterey Park v. Chan***

Dear Mr. Campen:

I am writing to meet and confer regarding the City's supplemental and amended discovery responses, served electronically on July 22, 2024. At the outset, you state that the March 28, 2024 meeting between my clients and City Staff, in our presence, constituted "confidential settlement negotiations" which are inadmissible pursuant to Evidence Code section 1152. We actually addressed this issue prior to our meeting. We stipulated that nothing said in the meeting would constitute a waiver of the attorney-client privilege. There was no agreement that the statements made in the meeting would be confidential. You yourself wrote to me that any statements made in the meeting were to "stand on their own." With your express permission, Edward Chan recorded a portion of the meeting. Neither you, nor City staff, nor the Chans, nor I requested confidentiality.

Evidence Code section 1152(a) states: "Evidence that a person has, in compromise or from humanitarian motives, furnished or offered or promised to furnish money or any other thing, act, or service to another who has sustained or will sustain or claims that he or she has sustained or will sustain loss or damage, as well as any conduct or statements made in negotiation thereof, is inadmissible to prove his or her liability for the loss or damage or any part of it." Your March 18, 2024 express representation that City Council members had complained about the Chans' property has nothing to do with the disclosures prohibited by Evidence Code section 1152(a).

At the March 28, 2024 meeting, the Chans advised the City of the progress on their project, obstacles encountered, such as weather and post-Covid labor scarcity, and unexpected technical challenges, particularly with the location of the City's sewer system. You and your

colleague, Mr. Tarango, pledged to provide a revised target completion dates. However, to my knowledge, the City has sent nothing.

### **Equal protection defenses**

Before I go through the responses in detail, let's address my clients' equal protection defense under the federal and state constitutions. The Chans are raising a "class of one" claim, contending that the City, without rational basis, has treated them differently from other commercial property owners. The heightened discovery showing required in *Armstrong* derived from the Federal Rules of *Criminal* Procedure and is not at issue here because the City has brought a purely civil action. It is therefore governed by the Discovery Act contained in the Code of Civil Procedure. Standards applicable in federal criminal actions, such as *Armstrong*, or state criminal actions, such as *Murgia* are not applicable here. Discovery in California *criminal* cases is constrained by the strict limits of the Victim's Bill of Rights, to which *Murgia* claims constitute a limited exception.

Defendants do not allege they are members of a protected class; they allege that the City has targeted them for disparate treatment without a rational basis and for impermissible reasons. A "class of one" equal protection claim is sufficient if it alleges that (1) the plaintiff was treated differently from other similarly situated persons, (2) the difference in treatment was intentional, and (3) there was no rational basis for the difference in treatment. See *Las Lomas Land Co., LLC v. City of Los Angeles* (2009) 177 Cal. App. 4th 837, 857-858 and the cases cited therein.

The power of California cities to use eminent domain for purposes of commercial redevelopment has been curbed. First, a 2006 amendment to the State constitution prohibited condemnation based on perfunctory findings of "blight," and required instead that the condemning agency make specific findings based on objective evidence. Second, California abolished redevelopment agencies.

Presently, it does not appear that the City of Monterey Park possess the legal capacity to take private property by eminent domain for purposes of private commercial/economic redevelopment, as it had in the past. This limitation, however, has not stopped municipal "economic development" and "community development" staff from creating aspirational zoning standards and aspirational economic development plans. Two are of particular note. First, an early version of the City's Pedestrian Linkages Plan included detailed plans to build several stories of residential units on top of the 99 Ranch Market, property owned by Robert Yu, a friend and former business associate of former Mayor Betty Tom Chu, who vociferously advocated for replacing Monterey Park's many "mom and pop" businesses and family-owned Chinese restaurants with national chain stores and chain restaurants. For the remainder of the lot, owned by the Chans, the City planned to force out the existing long-established Chinese business tenants and replace them with national chain stores and a gym, as per the desires of former mayor Chu. The City's current Regional Speciality Center and Planned Development Overlay zoning are

similarly aspirational, aiming to encourage “destination” businesses, mixed-use commercial/residential development and similar goals.

In the past, the City’s redevelopment agency provided the vehicle for bringing such plans to fruition. However, that power has been severely curbed. As a result, municipal governments try to achieve their redevelopment goals or assuage business interests and elected officials by other means. Here, the Chans contend, that the City improperly has targeted them for heightened code enforcement and has commenced draconian receivership proceedings so out of proportion to any extant code violation or danger to the public as to constitute an obvious anomaly requiring explanation. This particularly so given your statements at the March 28, 2024 meeting that the project was 80 percent complete and that you did not believe that the Court would grant the City’s petition. The inaptness of the City’s receivership action becomes glaring when contrasted with the *Good Day Inn* motel case, the only other receivership proceeding the City has undertaken against a commercial property in the last 10 years. That case involved a documented history of police actions, illegal drug use and sale, prostitution and other criminal conduct. Judge Strobel still refused to grant the petition.

The Chans contend that the City has commenced its proceedings to coerce the Chans into conforming with City’s untenable completion goals or to coerce them into handing the project off to a contractor or developer favored by the City in order to further the City’s commercial development goals it no longer has the power to compel through eminent domain. The Chans’ “class of one” equal protection defense is entirely valid and they are entitled to pursue evidence in support thereof. **RTPs 30 and 31** pertain to 780 W. Garvey. The City states that it is providing all responsive records “more out of courtesy than any legal obligation. This undermines its statement that has indeed produced “all responsive documents within its possession, custody or control.” Please provide an unambiguous statement that all responsive documents have indeed been produced in accordance with the City’s obligations under the Discovery Act.

Additionally, the City’s responses to **RTPs 25 and 27** state that all responsive documents within the City’s possession, custody or control have been included. The actual production for each of the two requests contains three emails titled as set out below, with nothing more.

**To:** Bow, Ron

**Subject:** Accepted: Meeting with thr Mayor - 780 W. Garvey

Please provide complete and unredacted copies of these, along with any initiating or follow-up correspondence.

The City’s responses to **Special Interrogatory 101** asks about documents pertaining to the potential redevelopment of 780 W. Garvey. The Supplemental response seems to be the same as the original. The City states it reserves the right to amend its response but is willing to meet and confer. The response suggests that the City possesses documents that it is withholding, in addition to those provided in response to **RTPs 30 and 31**. Please clarify the discrepancy and

list any responsive documents which are not contained in the RTP responses. If you have any suggestions regarding meeting and conferring further, please let me know.

The City has not supplemented its response to SI 104, nor did you address it in your letter. Whether a use complies with zoning requirements is a question that non-legal city staff address routinely every day. It appears that 780 W. Garvey has been out of compliance with the City's zoning standards since the gas station was removed but that the City has taken no legal action against the property owner in order to spur development, as it has with the Chans. I presume that you will stand by your objections as to SI 104 and 105. I would much prefer to avoid a motion. So if there is any alternative resolution, please let me know.

**Thomas Wong Powerpoint (RTP 1 et al)**

We are unable to open the presentation for Thomas Wong. Also, file indicates it is a "revised" presentation. Please provide a further supplemental response which includes the Wong presentation in a usable format, and include any earlier or alternate versions.

**Condition of Subject Property at time Complaint was filed (RTP 21, 22)**

Thank you for segregating the responses to RTP 19-22. The Requests seek documents that evidence the *actual conditions* which existed on the date the Complaint was filed and afterwards.

**Complaints from the public (RTP 23, 24, SI 91-94)**

Document Requests 23 and 24 ask for complaints from the public over specific time periods. Special Interrogatories 91 and 94 ask the City to list each such complaint from the public and any related document. The City's response to SI 91 lists the following:

1. Document #1 – Citizen Request #9239
2. Document #2 - Citizen Request #16763
3. Document #3 - Citizen Request #17508
4. Document #4 - Citizen Request #20189
5. Document #5 - Citizen Request #24537
6. Document #6 - Citizen Request #31548
7. Document #7 - Citizen Request #31727
8. Document #8 - Citizen Request #42714

The City's response to SI 94 lists "Document #1 – Citizen Request #62120." The City's initial responses to RTP 23 and 24 state that all responsive documents will be produced. However, the Supplemental Responses now state that the City has no such documents. Please supplement the City's responses again to clarify the discrepancies and produce the documents listed in the two SI responses.

**Evidence supporting ¶ 27-30 of the Complaint (SI 83-86)**

The Interrogatories are not “compound” for purposes of the Discovery Act as per the reasoning and case law in my prior letter. An interrogatory requesting “all facts supporting the allegations on the complaint” or a particular cause of action are routinely used. Here the interrogatories all pertain to the same subject as per *Clement v. Alegre* (2009) 177 Cal. App. 4th 1277, 1291 and the authorities cited therein. It is unclear how the City wishes that the interrogatories be “separated out.” If the City is concerned about the integrity and clarity of its responses, it can create subheadings expressly referencing the paragraph of the Complaint to which the portion of its response pertains. Perhaps you have another suggestion. Please provide complete further supplemental responses. Anything else will lead to needless delay. I hope we can work this out without the need for discovery motions.

**Building Official (SR 47, 48)**

I noted in my prior letter that the City’s response relied on the contract between Tarango/Transtech and the City for the information sought, rather than obtaining the facts based on the personal knowledge of Mr. Tarango himself. The supplemental responses merely delete the language “per agreements between the City and Transtech Engineers, Inc.” but do not identify the source of the responsive facts, nor state whether the City asked Mr. Tarango. Please provide a further supplemental response clarifying these questions.

**Plan Checks (SR 53-58)**

Thank you for setting out the City’s difficulties so clearly. You note that one significant difficulty is the generation of separate reports for each of the four separate types of plan checks the City identifies. Perhaps limiting SR 53-58 to building plan checks would enable the City to provide a substantive response. Do you have any other suggestions?

**Tarango prior employment (SR 111, 112, 118)**

In its responses to SR 111, 112 and the City provides a time span but notes that more precise dates are not available. However, the City does not explain why more precise dates are not available. Please supplement the City’s responses accordingly and confirm that these indeed are all the dates that Mr. Tarango provides services to the referenced municipalities.

I am confident these matters can be resolved informally. Please advise within seven days whether the City will be providing further supplemental responses so I can adjust my law and motion calendar accordingly. If so, we can agree upon a mutually acceptable due date for the responses.

If you have questions or concerns on the above, feel free to contact my office.

Very truly yours,

*Andrew O. Krastins, Esq.*

Andrew O. Krastins, Esq.

**EXHIBIT O(2)**

**EXHIBIT O(2)**

1 Karl H. Berger (SBN 178458), City Attorney  
CITY OF MONTEREY PARK  
2 E-mail: [kberger@bwslaw.com](mailto:kberger@bwslaw.com)  
Timothy E. Campen (SBN 197941)  
3 E-mail: [tcampen@bwslaw.com](mailto:tcampen@bwslaw.com)  
BURKE, WILLIAMS & SORENSEN, LLP  
4 444 South Flower Street, Suite 2400  
Los Angeles, California 90071-2953  
5 Tel: 213.236.0600 Fax: 213.236.2700

FILING FEE EXEMPT PURSUANT TO  
GOVERNMENT CODE § 6103

6 Attorneys for Plaintiffs THE PEOPLE OF THE  
7 STATE OF CALIFORNIA and CITY OF  
MONTEREY PARK  
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES, NORTH CENTRAL DISTRICT  
11

12 THE PEOPLE OF THE STATE OF  
CALIFORNIA, by and through the City  
13 Attorney for the City of Monterey Park; and  
CITY OF MONTEREY PARK, a Municipal  
14 Corporation,

Case No. 24NNCV00087  
JFAP: Hon. Ashfaq G. Chowdhury  
Dept. E

15 Plaintiffs,  
16 v.

**PLAINTIFF CITY OF MONTEREY  
PARK'S RESPONSES AND OBJECTIONS  
TO DEFENDANTS EDWARD M. CHAN,  
HOWARD CHAN, PATRICIA CHAN AND  
MAN FEI CHAN GOLD'S SPECIAL  
INTERROGATORIES SET NO. TWO (2)**

17 ROBERT CHAN, an individual;  
ELAINE YEE CHAN, an individual;  
18 EDWARD M. CHAN, an individual;  
PATRICIA YU CHAN, an individual;  
19 MAN FEI CHAN also known as ("AKA")  
MAN FEI GOLD, an individual;  
20 HOWARD M. CHAN, an individual;  
IRENE CHAN AKA IRENE I. HUANG, an  
21 individual;  
RAYMOND MAN-SHU CHAN, as Trustee of  
22 the Chan Family Trust;  
CINDY CHUNG CHAN, as Trustee of the  
23 Chan Family Trust;  
SOUTHERN CALIFORNIA EDISON  
24 COMPANY, a California Corporation;  
EQUILON ENTERPRISES LLC, a Delaware  
25 limited liability company; and  
DOES 1 through 50, inclusive,

Action Filed: March 5, 2024  
Trial Date: None Set

26 Defendants.  
27  
28

1 **PROPOUNDING PARTY** : Defendants **EDWARD M. CHAN, HOWARD CHAN,**  
2 **PATRICIA CHAN AND MAN FEI CHAN GOLD**  
3 **RESPONDING PARTY** : Plaintiff **CITY OF MONTEREY PARK**  
4 **SET NO.** : **TWO (2)**

5 **TO DEFENDANTS AND THEIR ATTORNEYS OF RECORD:**

6 Pursuant to Code of Civil Procedure section 2031.210, et seq., Plaintiff City of Monterey  
7 Park (“the City” or “Responding Party”) responds to Defendants (“Defendants” or “Requesting  
8 Party”) Special Interrogatories, Set Two, heretofore served upon it as follows:

9 **PRELIMINARY STATEMENT**

10 It should be noted that the City has not fully completed its investigation of the facts  
11 relating to this case, its discovery in this action, and its preparation for trial. All of the responses  
12 contained herein are based only upon such information and documents which are presently  
13 available to and specifically known to the City based on the knowledge of individuals currently  
14 working for the City, who discloses only those contentions which presently suggest themselves to  
15 such responding party. It is anticipated that further discovery, independent investigation, legal  
16 research and analysis will supply additional facts, add meaning to the known facts, as well as  
17 establish entirely new factual conclusions and legal contentions, all of which may lead to  
18 substantial additions to, changes in and variations from the contentions herein set forth. Similarly,  
19 further discovery and investigation may uncover certain privileged documents falling within the  
20 categories of production sought by Requesting Party. Therefore, the following responses are  
21 given without prejudice to the City’s right to refuse to produce privileged documents later  
22 discovered, and conversely the City’s right to produce subsequently discovered documents.  
23 Additionally, the following responses are given without prejudice to the City’s right to produce  
24 evidence of any subsequently discovered fact, or facts. The City accordingly reserves the right to  
25 change any and all responses herein as additional facts are ascertained, analyses are made, legal  
26 research is completed and contentions are made. The responses contained herein are made in a  
27 good faith effort to supply as much factual information and as much specificity of legal  
28 contentions as is presently known but should in no way be to the prejudice of the City in relation

1 to further discovery, research or analyses and should not be deemed and do not constitute a waiver  
2 of the City's right to rely on additional or different facts or information at trial.

3 **RESPONSES SPECIAL INTERROGATORIES**

4 **SPECIAL INTERROGATORY NO. 116:**

5 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(a), as referenced  
6 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
7 date that the First Amended Complaint was filed. [For purposes of these Special Interrogatories,  
8 "SUBJECT PROPERTY" means the real property at 795 W. Garvey Avenue in the City of  
9 Monterey Park; for purposes of these Special Interrogatories, "DESCRIBE IN DETAIL" means  
10 that responding party is to state the specific condition or object that is alleged to be in violation of  
11 the Municipal Code, the specific location thereof on the SUBJECT PROPERTY or adjacent land,  
12 and the specific Municipal Code section that responding party alleges has been violated.]

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 116:**

14 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
15 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
16 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
17 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further,  
18 Paragraphs 33-38 of the First Amended Complaint in this action (herein after "FAC") lists  
19 pertinent sections of the Monterey Park Municipal Code (hereinafter "MPMC") to provide context  
20 to the FAC as a whole. The fact various MPMC sections and their subsections appear in the FAC  
21 does not necessarily mean the SUBJECT PROPERTY is in violation of that section or each of its  
22 subsections. Further, MPMC section 4.30.050(a) is not itself an enumerated violation, but simply  
23 establishes that a violation of any regulation adopted by the MPMC and incorporated by reference  
24 thereto is deemed an unlawful act and a public nuisance. Accordingly, this interrogatory is  
25 nonsensical on its face.

26 Subject to and without waiving the above objections and clarifications, Responding Party  
27 responds as follows:

28 MPMC violations observed at the property include illicit discharge of water runoff from

1 the SUBJECT PROPERTY into the public right of way and public storm drain system in violation  
2 of MPMC section 6.30.030, for which Defendants have been issued thousands of dollars in  
3 administrative fines that remain unpaid. MPMC Chapter 6.30 effectively enforces State and  
4 Federal stormwater regulations, including, without limitation, NPDES Regulations as codified in  
5 Title 40 of the Code of Federal Regulations. While new sandbags have been placed along the  
6 perimeter of the Property around the Spring of 2024 after the rainy season ended, there has not  
7 been sufficient rain since, including during the time period of this Interrogatory to know if these  
8 efforts have been effective until the rainy season resumes over the next several months. Because  
9 of the long history of illicit discharge of water runoff from the SUBJECT PROPERTY, there is no  
10 basis to conclude this violation has been abated under the circumstances and just because it has not  
11 sufficiently rained over the last 6 months. Completing construction, including, without limitation,  
12 finishing grading, installation of a stormwater capture system, paving the parking lot, etc., would  
13 provide sufficient basis to conclude this violation has been abated.

14 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
15 and/or supplement this response as necessary.

16 **SPECIAL INTERROGATORY NO. 117:**

17 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(a), as referenced  
18 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
19 date that these Special Interrogatories were served.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 117:**

21 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
22 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
23 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
24 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further,  
25 Paragraphs 33-38 of the First Amended Complaint in this action (herein after “FAC”) lists  
26 pertinent sections of the Monterey Park Municipal Code (hereinafter “MPMC”) to provide context  
27 to the FAC as a whole. The fact various MPMC sections and their subsections appear in the FAC  
28 does not necessarily mean the SUBJECT PROPERTY is in violation of that section or each of its

1 subsections. Further, MPMC section 4.30.50(a) is not itself an enumerated violation, but simply  
2 establishes that a violation of any regulation adopted by the MPMC and incorporated by reference  
3 thereto is deemed an unlawful act and a public nuisance. Accordingly, this interrogatory is  
4 nonsensical on its face.

5 Subject to and without waiving the above objections and clarifications, Responding Party  
6 responds as follows:

7  
8 Subject to and without waiving the above objections, Responding Party responds as  
9 follows:

10 MPMC violations observed at the property include illicit discharge of water runoff from  
11 the PROPERTY into the public storm drain system in violation of MPMC section 6.30.030, for  
12 which Defendants have been issued thousands of dollars in administrative fines that remain  
13 unpaid. MPMC Chapter 6.30 effectively enforces State and Federal stormwater regulations,  
14 including, without limitation, NPDES Regulations as codified in Title 40 of the Code of Federal  
15 Regulations. While new sandbags have been placed along the perimeter of the Property around  
16 the Spring of 2024 after the rainy season ended, there has not been sufficient rain since, including  
17 during the time period of this Interrogatory to know if these efforts have been effective until the  
18 rainy season resumes over the next several months. Because of the long history of illicit discharge  
19 of water runoff from the SUBJECT PROPERTY, there is no basis to conclude this violation has  
20 been abated under the circumstances and just because it has not sufficiently rained over the last 6  
21 months. Completing construction, including, without limitation, finishing grading, installation of  
22 a stormwater capture system, paving the parking lot, etc., would provide sufficient basis to  
23 conclude this violation has been abated.

24 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
25 and/or supplement this response as necessary.

26 **SPECIAL INTERROGATORY NO. 118:**

27 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
28 violation of MPMC section 4.30.50(a), as referenced in paragraph 33 of the First Amended

1 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
2 Complaint was filed through the date that these Special Interrogatories were served. [For purposes  
3 of these Special Interrogatories, “LIST”, when used in connection with writings, means that the  
4 Responding Party is to state the type, date, author, recipient and description of the DOCUMENT  
5 to which the Special Interrogatory refers.]

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 118:**

7       Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
8 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
9 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
10 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further,  
11 Paragraphs 33-38 of the First Amended Complaint in this action (herein after “FAC”) lists  
12 pertinent sections of the Monterey Park Municipal Code (hereinafter “MPMC”) to provide context  
13 to the FAC as a whole. The fact various MPMC sections and their subsections appear in the FAC  
14 does not necessarily mean the SUBJECT PROPERTY is in violation of that section or each of its  
15 subsections. Further, MPMC section 4.30.50(a) is not itself an enumerated violation, but simply  
16 establishes that a violation of any regulation adopted by the MPMC and incorporated by reference  
17 thereto is deemed an unlawful act and a public nuisance. Accordingly, this interrogatory is  
18 nonsensical on its face.

19       Subject to and without waiving the above objections and clarifications, Responding Party  
20 responds as follows:

- 21       ○ Notice of Violation issued on March 22, 2023
- 22       ○ Notice of Violation issued on March, 27, 2023
- 23       ○ Notice of Violation issued on March 28, 2023
- 24       ○ Notice of Violation issued on October 4, 2023.

25       Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
26 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
27 2023; April 10, 2023; April 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
28 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;

1 May 3, 2023; May 8, 2023; and on May 11, 2023.

2 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
3 and/or supplement this response as necessary.

4 **SPECIAL INTERROGATORY NO. 119:**

5 Please IDENTIFY each and every person with knowledge of each and every violation of  
6 MPMC section 4.30.50(a), as referenced in paragraph 33 of the First Amended Complaint,  
7 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
8 through the date that these Special Interrogatories were served. [For purposes of these Special  
9 Interrogatories, “IDENTIFY” means state the name, address and telephone number of the person  
10 whose identity is sought.]

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 119:**

12 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” The  
13 information sought in this discovery request is equally available to the propounding party. (See  
14 Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968)  
15 259 Cal.App.2d 45.) Further, no single individual necessarily has “knowledge of *each and every*  
16 *violation* of MPMC section 4.30.50(a)”, but rather various individuals may be aware of some of  
17 the violations.

18 Subject to and without waiving the above objections, Responding Party responds as  
19 follows:

- 20 ○ Rey Lozano – Senior Code Enforcement Officer (who may be contacted through  
21 counsel).
- 22 ○ Dennis Tarango – Building Official (who may be contacted through counsel).
- 23 ○ Defendant Howard Chan.
- 24 ○ Defendant Edward Chan.

25 All Individual Defendants.

26 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
27 and/or supplement this response as necessary.

28

1 **SPECIAL INTERROGATORY NO. 120:**

2 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50© [sic], as  
3 referenced in paragraph 33 of the First Amended Complaint, existing at the SUBJECT  
4 PROPERTY on the date that the First Amended Complaint was filed.

5 **RESPONSE TO SPECIAL INTERROGATORY NO.120:**

6 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Vague and  
7 ambiguous, and overbroad as to the reference to “MPMC section 4.30.50©” due to the copyright  
8 symbol used. Calls for legal conclusion. Calls for premature expert opinion. The information  
9 sought in this discovery request is equally available to the propounding party. (See Code of Civ.  
10 Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259  
11 Cal.App.2d 45.)

12 Subject to and without waiving the above objections, and assuming this interrogatory is  
13 referring to “MPMC section 450(g),” Responding Party responds as follows:

14 MPMC section 4.30.050(c) establish it be unlawful for “Any building or structure which  
15 ... permitted to remain in a state of partial construction.” The SUBJECT PROPERTY has been in  
16 a state of partial construction with no meaningful progress since at least 2020 and remains so to  
17 this day.

18 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
19 and/or supplement this response as necessary.

20 **SPECIAL INTERROGATORY NO. 121:**

21 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50©, as referenced  
22 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
23 date that these Special Interrogatories were served through the date that Responding Party serves  
24 its Responses.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 121:**

26 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Vague and  
27 ambiguous, and overbroad as to the reference to “MPMC section 4.30.50©” due to the copyright  
28 symbol used. Calls for legal conclusion. Calls for premature expert opinion. The information

1 sought in this discovery request is equally available to the propounding party. (See Code of Civ.  
2 Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259  
3 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, and assuming this interrogatory is  
5 referring to “MPMC section 4.30.50(c),” Responding Party responds as follows:

6 MPMC section 4.30.050(c) establish it be unlawful for “Any building or structure which  
7 ... permitted to remain in a state of partial construction.” The SUBJECT PROPERTY has been in  
8 a state of partial construction with no meaningful progress since at least 2020 and remains so to  
9 this day.

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 122:**

13 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
14 violation of MPMC section 4.30.50(c), as referenced in paragraph 33 of the First Amended  
15 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
16 Complaint was filed through the date that these Special Interrogatories were served.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 122:**

18 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” The  
19 information sought in this discovery request is equally available to the propounding party. (See  
20 Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968)  
21 259 Cal.App.2d 45.) Further, Requesting Party already has all or substantially all such production  
22 from either prior discovery requests or public records act requests.

23 Subject to and without waiving the above objections, and assuming this interrogatory is  
24 referring to “MPMC section 4.30.50(c),” Responding Party responds as follows:

- 25 ○ Notice of Violation issued on March 22, 2023
- 26 ○ Notice of Violation issued on March, 27, 2023
- 27 ○ Notice of Violation issued on March 28, 2023
- 28 ○ Notice of Violation issued on October 4, 2023.

1 Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
2 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
3 2023; April 10, 2023; April 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
4 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
5 May 3, 2023; May 8, 2023; and on May 11, 2023.

6 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
7 and/or supplement this response as necessary.

8 **SPECIAL INTERROGATORY NO. 123:**

9 Please IDENTIFY each and every person with knowledge of each and every violation of  
10 MPMC section 4.30.50(c) as referenced in paragraph 33 of the First Amended Complaint, existing  
11 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed from the  
12 date that these Special Interrogatories were served through the date that Responding Party serves  
13 its Responses.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 123:**

15 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
16 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
17 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
18 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the  
19 SUBJECT PROPERTY being in violation of MPMC section 4.30.50(c) for remaining in a state of  
20 unfinished construction without meaningful progress since at least 2020 is an ongoing violation  
21 the remains to this day, meaning anyone who lives, works or who has otherwise spent any  
22 appreciable amount to time in Monterey Park has knowledge of this violation.

23 Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

- 25 ○ Rey Lozano – Senior Code Enforcement Officer (who may be contacted through  
26 counsel).
- 27 ○ Dennis Tarango – Building Official (who may be contacted through counsel).
- 28 ○ Inez Alvarez – City Manager for City of Monterey Park (who may be contacted

- 1 through counsel).
- 2 ○ Jessical Serrano – Director of Community Development for City of Monterey Park
- 3 (who may be contacted through counsel).
- 4 ○ Ziad Mazboudi – Engineer for City of Monterey Park (who may be contacted through
- 5 counsel).
- 6 ○ Defendant Howard Chan.
- 7 ○ Defendant Edward Chan.
- 8 ○ All other Individual Defendants.
- 9 ○ Most everyone who has lived or worked in Monterey Park for the last 12 months or
- 10 more.

11 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
12 and/or supplement this response as necessary.

13 **SPECIAL INTERROGATORY NO. 124:**

14 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(g), as referenced  
15 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
16 date that the First Amended Complaint was filed.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 124:**

18 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” The  
19 information sought in this discovery request is equally available to the propounding party. (See  
20 Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968)  
21 259 Cal.App.2d 45.)

22 Subject to and without waiving the above objections, Responding Party responds as  
23 follows:

24 **Notice of Violation issued on March 22, 2023**

25 MPMC 4.30.050(g) – Graffiti Private Property - Any building or structure, wall,  
26 fence, pavement, or walkway upon which any graffiti, including paint, ink, chalk, dye, or other  
27 similar marking substances, is not allowed to remain for more than twenty-four consecutive hours.  
28 The photographs contained in the notice of violation show the SUBJECT PROPERTY with

1 graffiti including paint, ink, chalk, dye, or other similar marking substances.

2 Responding Party is not aware of any graffiti in violation of MPMC section 4.30.050(g) at  
3 the SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
4 have sufficient knowledge or information to definitively affirm there is or has been no such graffiti  
5 at any point during the time period specified in this interrogatory.

6 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
7 and/or supplement this response as necessary.

8 **SPECIAL INTERROGATORY NO. 125:**

9 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(g), as referenced  
10 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY from the  
11 date that these Special Interrogatories were served through the date that Responding Party serves  
12 its Responses.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 125:**

14 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
15 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
16 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
17 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

18 Subject to and without waiving the above objections, Responding Party responds as  
19 follows:

20 **Notice of Violation issued on March 22, 2023**

21 MPMC section 4.30.050(g) – Graffiti Private Property - Any building or structure, wall,  
22 fence, pavement, or walkway upon which any graffiti, including paint, ink, chalk, dye, or other  
23 similar marking substances, is not allowed to remain for more than twenty-four consecutive hours.  
24 The photographs contained in the notice of violation show the SUBJECT PROPERTY with  
25 graffiti including paint, ink, chalk, dye, or other similar marking substances.

26 Responding Party is not aware of any graffiti in violation of MPMC section 4.30.050(g) at  
27 the SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
28 have sufficient knowledge or information to definitively affirm there is or has been no such graffiti

1 at any point during the time period specified in this interrogatory.

2 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
3 and/or supplement this response as necessary.

4 **SPECIAL INTERROGATORY NO. 126:**

5 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
6 violation of MPMC section 4.30.50(g), as referenced in paragraph 33 of the First Amended  
7 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
8 Complaint was filed through the date that these Special Interrogatories were served.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 126:**

10 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
11 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
12 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
13 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

14 Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

16 Notice of Violation issued on March 22, 2023, which contains photographs.

17 Responding Party is not aware of any graffiti in violation of MPMC section 4.30.050(g) at  
18 the SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
19 have sufficient knowledge or information to definitively affirm there is or has been no such graffiti  
20 at any point during the time period specified in this interrogatory. As such, Responding Party  
21 does not have any documentation at this time responsive to this interrogatory.

22 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
23 and/or supplement this response as necessary.

24 **SPECIAL INTERROGATORY NO. 127:**

25 Please IDENTIFY each and every person with knowledge of each and every violation of  
26 MPMC section 4.30.50(g), as referenced in paragraph 33 of the First Amended Complaint,  
27 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
28 through the date that these Special Interrogatories were served.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 127:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6           Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

- 8           ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
9           may be contacted through counsel)

10           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 128:**

13           Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(h), as referenced  
14 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
15 date that the First Amended Complaint was filed.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 128:**

17           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

21           Subject to and without waiving the above objections, Responding Party responds as llows:

22           **Notice of Violation issued on March 22, 2023**

23           MPMC 4.30.050(h) – Wall, Fence, Gate or Hedge (Damaged, Dilapidated or  
24 Hazard) - Any wall, fence, gate or hedge that is damaged, broken, dilapidated or a hazard. The  
25 photographs contained in the notice of violation shows the SUBJECT PROPERTY with fencing  
26 that is damaged, broken, dilapidated and quite potentially hazardous.

27           Responding Party is not aware of any wall, fence, gate, or hedge that is or was damaged,  
28 broken, dilapidated or a hazard or maintained in violation of MPMC section 4.30.050(g) at the

1 SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
2 have sufficient knowledge or information to definitively affirm there is or has been no such  
3 violation at any point during the time period specified in this interrogatory.

4 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
5 and/or supplement this response as necessary.

6 **SPECIAL INTERROGATORY NO. 129:**

7 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(h), as referenced  
8 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
9 date that these Special Interrogatories were served.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 129:**

11 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
12 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
13 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
14 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

17 **Notice of Violation issued on March 22, 2023**

18 MPMC 4.30.050(h) – Wall, Fence, Gate or Hedge (Damaged, Dilapidated or  
19 Hazard) - Any wall, fence, gate or hedge that is damaged, broken, dilapidated or a hazard. The  
20 photographs contained in the notice of violation shows the SUBJECT PROPERTY with fencing  
21 that is damaged, broken, dilapidated and quite potentially hazardous.

22 Responding Party is not aware of any wall, fence, gate, or hedge that is or was damaged,  
23 broken, dilapidated or a hazard or maintained in violation of MPMC section 4.30.050(g) at the  
24 SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
25 have sufficient knowledge or information to definitively affirm there is or has been no such  
26 violation at any point during the time period specified in this interrogatory.

27 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
28 and/or supplement this response as necessary.

1 **SPECIAL INTERROGATORY NO. 130:**

2 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
3 violation of MPMC section 4.30.50(h), as referenced in paragraph 33 of the First Amended  
4 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
5 Complaint was filed through the date that these Special Interrogatories were served.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 130:**

7 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
8 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
9 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
10 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

11 Subject to and without waiving the above objections, Responding Party responds as  
12 follows:

- 13 ○ **Notice of Violation issued on March 22, 2023.**

14 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
15 and/or supplement this response as necessary.

16 Responding Party is not aware of any wall, fence, gate, or hedge that is or was damaged,  
17 broken, dilapidated or a hazard or maintained in violation of MPMC section 4.30.050(g) at the  
18 SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
19 have sufficient knowledge or information to definitively affirm there is or has been no such  
20 violation at any point during the time period specified in this interrogatory.

21 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
22 and/or supplement this response as necessary.

23 **SPECIAL INTERROGATORY NO. 131:**

24 Please IDENTIFY each and every person with knowledge of each and every violation of  
25 MPMC section 4.30.50(h), as referenced in paragraph 33 of the First Amended Complaint,  
26 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
27 through the date that these Special Interrogatories were served.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 131:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6           Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

- 8           ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
9           may be contacted through counsel) regarding the violation documented on or about  
10           March 22, 2023.

11           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
12 and/or supplement this response as necessary.

13 **SPECIAL INTERROGATORY NO. 132:**

14           Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(h), as referenced  
15 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
16 date that the First Amended Complaint was filed.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 132:**

18           Objection. This interrogatory is a repeat verbatim of Special Interrogatory No. 128 above,  
19 and to which Responding party has already responded.

20 **SPECIAL INTERROGATORY NO. 133:**

21           Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(h), as referenced  
22 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
23 date that these Special Interrogatories were served.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 133:**

25           Objection. This interrogatory is a repeat verbatim of Special Interrogatory No. 129 above,  
26 and to which Responding party has already responded.

27 **SPECIAL INTERROGATORY NO. 134:**

28           Please LIST each and every DOCUMENT which YOU contend evidences each and every

1 violation of MPMC section 4.30.50(h), as referenced in paragraph 33 of the First Amended  
2 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
3 Complaint was filed through the date that these Special Interrogatories were served.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 134:**

5       Objection. This interrogatory is a repeat verbatim of Special Interrogatory No. 130 above,  
6 and to which Responding party has already responded.

7 **SPECIAL INTERROGATORY NO. 135:**

8       Please IDENTIFY each and every person with knowledge of each and every violation of  
9 MPMC section 4.30.50(h), as referenced in paragraph 33 of the First Amended Complaint,  
10 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
11 through the date that these Special Interrogatories were served.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 135:**

13       Objection. This interrogatory is a repeat verbatim of Special Interrogatory No. 131 above,  
14 and to which Responding party has already responded.

15 **SPECIAL INTERROGATORY NO. 136:**

16       Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(j), as referenced  
17 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
18 date that the First Amended Complaint was filed.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 136:**

20       Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
21 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
22 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
23 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

24       Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

26       **Notice of Violation issued on October 4, 2023**

27       MPMC 4.30.050(j) – Overgrown vegetation - Any overgrown, dead, decayed,  
28 diseased or hazardous tree, weeds, vegetation, or debris which: (1) May harbor rats vermin, or

1 other disease carriers, (2) Is maintained so as to cause an obstruction to the vision of motorists or  
2 a hazardous condition to pedestrians or vehicle traffic, (3) Constitutes an unsightly appearance, (4)  
3 Creates a danger or attractive nuisance to the public, (5) Causes detriment to neighboring  
4 properties or property values, or (6) Constitutes a fire hazard. The photographs contained in the  
5 notice of violation shows the SUBJECT PROPERTY with overgrown vegetation.

6 Further, the property continues to have overgrown, dead, decayed weeds, vegetation, and  
7 debris which: (3) Constitutes an unsightly appearance, (4) Creates a danger or attractive nuisance  
8 to the public, (5) Causes detriment to neighboring properties or property values, and/or (6)  
9 Constitutes a fire hazard, particularly in the undeveloped parking lot area of the SUBJECT  
10 PROPERTY.

11 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
12 and/or supplement this response as necessary.

13 **SPECIAL INTERROGATORY NO. 137**

14 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(j), as referenced  
15 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
16 date that these Special Interrogatories were served.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 137:**

18 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
19 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
20 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
21 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

22 Subject to and without waiving the above objections, Responding Party responds as  
23 follows:

24 **Notice of Violation issued on October 4, 2023**

25 MPMC 4.30.050(j) – Overgrown vegetation - Any overgrown, dead, decayed,  
26 diseased or hazardous tree, weeds, vegetation, or debris which: (1) May harbor rats vermin, or  
27 other disease carriers, (2) Is maintained so as to cause an obstruction to the vision of motorists or  
28 a hazardous condition to pedestrians or vehicle traffic, (3) Constitutes an unsightly appearance, (4)

1 Creates a danger or attractive nuisance to the public, (5) Causes detriment to neighboring  
2 properties or property values, or (6) Constitutes a fire hazard. The photographs contained in the  
3 notice of violation shows the SUBJECT PROPERTY with overgrown vegetation.

4 Further, the property continues to have overgrown, dead, decayed weeds, vegetation, and  
5 debris which: (3) Constitutes an unsightly appearance, (4) Creates a danger or attractive nuisance  
6 to the public, (5) Causes detriment to neighboring properties or property values, and/or (6)  
7 Constitutes a fire hazard, particularly in the undeveloped parking lot area of the SUBJECT  
8 PROPERTY.

9 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
10 and/or supplement this response as necessary.

11 **SPECIAL INTERROGATORY NO. 138:**

12 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
13 violation of MPMC section 4.30.50(j), as referenced in paragraph 33 of the First Amended  
14 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
15 Complaint was filed through the date that Responding Party serves its Responses.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 138:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

21 Subject to and without waiving the above objections, Responding Party responds as  
22 follows:

- 23 ○ **Notice of Violation issued on October 4, 2023**
- 24 ○ **Photos taken of property on or about September 5, 2024.**

25 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
26 and/or supplement this response as necessary.

27 **SPECIAL INTERROGATORY NO. 139:**

28 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing in

1 violation of MPMC section 4.30.50(j)(4), as referenced in paragraph 33 of the First Amended  
2 Complaint, which “[c]reates a danger or attractive nuisance to the public,” as of the date that these  
3 Special Interrogatories were served through the date that Responding Party serves its Responses  
4 thereto.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 139:**

6           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
7 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
8 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
9 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

10           Subject to and without waiving the above objections, Responding Party responds as  
11 follows:

12           The SUBJECT PROPERTY state of being effectively abandoned due to the lack of any  
13 sustained or meaningful construction activities for years in combination with the dead, decaying  
14 weeds and vegetation and other conditions creates an attractive nuisance. The open trenches on the  
15 Subject Property are danger to anyone who enters upon the property as a result of it being an  
16 attractive nuisance. The piles of junk and debris left on the interior of the structure on the  
17 SUBJECT PROPERTY creates danger to anyone who enters the structure as a result of it being an  
18 attractive nuisance.

19           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
20 and/or supplement this response as necessary.

21 **SPECIAL INTERROGATORY NO. 140:**

22           Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing in  
23 violation of MPMC section 4.30.50(j)(5), as referenced in paragraph 33 of the First Amended  
24 Complaint, which “causes detriment to” the undeveloped vacant real property or the value of the  
25 undeveloped vacant real property at 780 W. Garvey Avenue in the City of Monterey Park, present  
26 at the SUBJECT PROPERTY from the date that these Special Interrogatories were served through  
27 the date that Responding Party serves its Responses thereto.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 140:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6           Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8           The condition of the SUBJECT PROPERTY located at 795 W. Garvey Avenue,  
9 specifically, the blight occurring on the property from the overgrown vegetation, and also in  
10 combination with the other conditions in violation of the MPMC amounts to blight, which, by  
11 definition, has a negative impact on the surrounding community generally. Responding Party  
12 lacks direct knowledge of the extent to which the condition of the SUBJECT PROPERTY has  
13 negatively impacted property located at 780 W. Garvey Avenue or any other particular property in  
14 the vicinity to competently respond to this interrogatory as stated.

15           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
16 and/or supplement this response as necessary.

17 **SPECIAL INTERROGATORY NO. 141:**

18           Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing in  
19 violation of MPMC section 4.30.50(j)(5), as referenced in paragraph 33 of the First Amended  
20 Complaint, which “causes detriment to” the undeveloped vacant real property or to the value of  
21 the undeveloped vacant real property at 800 W. Garvey Avenue in the City of Monterey Park,  
22 present at the SUBJECT PROPERTY from the date that these Special Interrogatories were served  
23 through the date that Responding Party serves its Responses thereto.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 141:**

25           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
26 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
27 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
28 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

1 Subject to and without waiving the above objections, Responding Party responds as  
2 follows:

3 The condition of the SUBJECT PROPERTY located at 795 W. Garvey Avenue,  
4 specifically, the blight occurring on the property from the overgrown vegetation, and also in  
5 combination with the other conditions in violation of the MPMC amounts to blight, which, by  
6 definition, has a negative impact on the surrounding community generally. Responding Party  
7 lacks direct knowledge of the extent to which the condition of the SUBJECT PROPERTY has  
8 negatively impacted property located at 800 W. Garvey Avenue or any other particular property in  
9 the vicinity to competently respond to this interrogatory as stated.

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 142:**

13 Please DESCRIBE IN DETAIL each condition existing at the SUBJECT PROPERTY in  
14 violation of MPMC section 4.30.50(j)(5), as referenced in paragraph 33 of the First Amended  
15 Complaint, which “causes detriment to” the undeveloped vacant real property or the value of the  
16 undeveloped vacant real property at 220 N. Atlantic Avenue in the City of Monterey Park, present  
17 at the SUBJECT PROPERTY from the date that these Special Interrogatories were served through  
18 the date that Responding Party serves its Responses thereto.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 142:**

20 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
21 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
22 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
23 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

24 Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

26 The condition of the SUBJECT PROPERTY located at 795 W. Garvey Avenue,  
27 specifically, the blight occurring on the property from the overgrown vegetation, and also in  
28 combination with the other conditions in violation of the MPMC amounts to blight, which, by

1 definition, has a negative impact on the surrounding community *generally*. Responding Party  
2 lacks direct knowledge of the extent to which the condition of the SUBJECT PROPERTY has  
3 negatively impacted property located at 220 N. Atlantic Avenue or any other particular property in  
4 the vicinity to competently respond to this interrogatory as stated.

5 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
6 and/or supplement this response as necessary.

7 **SPECIAL INTERROGATORY NO. 143:**

8 From January 1, 2019 through the date that these Special Interrogatories were served, has  
9 the City of Monterey Park received any oral communication from any NEIGHBORING  
10 PROPERTY owner stating that the SUBJECT PROPERTY, or the condition thereof, causes a  
11 detriment to the value of a NEIGHBORING PROPERTY or the value thereof? [For purposes of  
12 these Special Interrogatories, "NEIGHBORING PROPERTY" means the real properties at 220 N.  
13 Atlantic Avenue, 111 N. Atlantic Avenue, 780 W. Garvey Avenue and 800 W. Garvey Avenue in  
14 the City of Monterey Park, or any of them.]

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 143:**

16 No.

17 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
18 and/or supplement this response as necessary.

19 **SPECIAL INTERROGATORY NO. 144:**

20 From January 1, 2019 through the date that these Special Interrogatories were served, has  
21 the City of Monterey Park received any written communication from any NEIGHBORING  
22 PROPERTY owner stating that the SUBJECT PROPERTY, or the condition thereof, causes a  
23 detriment to said to the value of a NEIGHBORING PROPERTY or value thereof?

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 144:**

25 No.

26 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
27 and/or supplement this response as necessary.

28

1 **SPECIAL INTERROGATORY NO. 145:**

2 Please LIST each DOCUMENT memorializing each and every oral communication  
3 received by the City of Monterey Park stating that the SUBJECT PROPERTY causes a detriment  
4 to the value of a NEIGHBORING PROPERTY.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 145:**

6 Responding Party does not possess any DOCUMENT responsive to this interrogatory as  
7 stated.

8 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
9 and/or supplement this response as necessary.

10 **SPECIAL INTERROGATORY NO. 146:**

11 Please LIST each DOCUMENT relating to each and every written communication  
12 received by the City of Monterey Park stating that the SUBJECT PROPERTY causes a detriment  
13 to the value of a NEIGHBORING PROPERTY, including the written communications  
14 themselves, from January 1, 2019, through the date that these Special Interrogatories were served.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 146:**

16 Responding Party does not possess any DOCUMENT responsive to this interrogatory as  
17 stated.

18 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
19 and/or supplement this response as necessary.

20 **SPECIAL INTERROGATORY NO. 147:**

21 Please explain with specificity how any condition present at the SUBJECT PROPERTY  
22 from January 1, 2021 through the date that Responding Party serves its Responses, in violation of  
23 MPMC section 4.30.50(j)(5), “causes detriment to” any NEIGHBORING PROPERTY, including  
24 but not limited to impairment of the value of each such NEIGHBORING PROPERTY.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 147:**

26 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
27 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
28 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.

1 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

2 Subject to and without waiving the above objections, Responding Party responds as  
3 follows:

4 The condition of the SUBJECT PROPERTY amounts to blight from the overgrown  
5 vegetation, and also in combination with the other conditions in violation of the MPMC amounts  
6 to blight, which, by definition, has a negative impact on the surrounding community *generally*.  
7 Responding Party is unaware of any specific information or data concerning the extent to which  
8 the condition of the SUBJECT PROPERTY has had adverse effects on real properties located at  
9 220 N. Atlantic Avenue, 111 N. Atlantic Avenue, 780 W. Garvey Avenue and 800 W. Garvey  
10 Avenue in the City of Monterey Park as phrased in this interrogatory.

11 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
12 and/or supplement this response as necessary.

13 **SPECIAL INTERROGATORY NO. 148:**

14 From January 1, 2021 through the date that these Special Interrogatories were served, has  
15 the City of Monterey Park received any communication from any member of the public (excluding  
16 employees, contractors, or officials of the City of Monterey Park) expressing concern that the  
17 SUBJECT PROPERTY impaired the value of real properties within the City of Monterey Park?

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 148:**

19 No.

20 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
21 and/or supplement this response as necessary.

22 **SPECIAL INTERROGATORY NO. 149:**

23 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(k), as referenced  
24 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
25 date that the First Amended Complaint was filed.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 149:**

27 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
28 legal conclusion. Calls for premature expert opinion. The information sought in this discovery

1 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
2 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
3 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
4 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
5 for context and continuity.

6 Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8 All exterior surfaces of the SUBJECT PROPERTY remain in a state of unfinished  
9 construction of just dirt, piles of dirt, weeds, trash, litter and debris.

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 150:**

13 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(k), as referenced  
14 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY from the  
15 date that these Special Interrogatories were served through the date that Responding Party serves  
16 its Responses.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 150:**

18 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
19 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
20 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
21 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
22 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
23 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
24 for context and continuity.

25 Subject to and without waiving the above objections, Responding Party responds as  
26 follows:

27 All exterior surfaces of the SUBJECT PROPERTY remain in a state of unfinished  
28 construction of just dirt, piles of dirt, weeds, trash, litter and debris.

1 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
2 and/or supplement this response as necessary.

3 **SPECIAL INTERROGATORY NO. 151:**

4 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
5 violation of MPMC section 4.30.50(k), as referenced in paragraph 33 of the First Amended  
6 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
7 Complaint was filed through the date that Responding Party serves its Responses to these Special  
8 Interrogatories.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 151:**

10 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
11 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
12 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
13 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

14 Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

- 16 ○ Photographs of SUBJECT PROPERTY September 4, 2024.
- 17 ○ Photographs of SUBJECT PROPERTY December 3, 2024.
- 18 ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.

19 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
20 and/or supplement this response as necessary.

21 **SPECIAL INTERROGATORY NO. 152:**

22 Please IDENTIFY each and every person with knowledge of each and every violation of  
23 MPMC section 4.30.50(k), as referenced in paragraph 33 of the First Amended Complaint,  
24 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
25 through the date that Responding Party serves its Responses to these Special Interrogatories.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 152:**

27 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
28 legal conclusion. Calls for premature expert opinion. The information sought in this discovery

1 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
2 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

- 5 ○ Rey Lozano – Senior Code Enforcement Officer (who may be contacted through  
6 counsel).
- 7 ○ Defendant Howard Chan.
- 8 ○ Defendant Edward Chan.
- 9 ○ Most residents of the City of Monterey Park (specific identities unknown)

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 153:**

13 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(1), as referenced  
14 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
15 date that the First Amended Complaint was filed.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 153:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

21 Subject to and without waiving the above objections, Responding Party responds as  
22 follows:

23 Defendants were served with a notice of violations on March 22, 2023, which included a  
24 violation of MPMC section 4.30.050(1). The photos attached to the clearly show an accumulation  
25 of litter, trash, junk and debris on the SUBJECT PROPERTY. Additionally, the photos attached to  
26 the notices of violations issued to Defendants on March, 27, 2023; March 28, 2023; and October  
27 4, 2023, show that these conditions were not mitigated. Responding Party contends that photos  
28 photos represent the general state of the SUBJECT PROPERTY during the time frame stated in

1 this interrogatory, and that such conditions ebb and flow with various amounts of accumulation of  
2 litter, trash, junk and debris depending on the various circumstances, and at least in substantial  
3 part due it being a vacant property in a state of incomplete construction with no meaningful  
4 progress made since 2020.

5 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
6 and/or supplement this response as necessary.

7 **SPECIAL INTERROGATORY NO. 154:**

8 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(l), as referenced  
9 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY from the  
10 date that these Special Interrogatories were served through the date that Responding Party serves  
11 its Responses.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 154:**

13 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
14 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
15 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
16 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

17 Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

19 Defendants were served with a notice of violations on March 22, 2023, which included a  
20 violation of MPMC section 4.30.050(l). The photos attached to the clearly show an accumulation  
21 of litter, trash, junk and debris on the SUBJECT PROPERTY. Additionally, the photos attached to  
22 the notices of violations issued to Defendants on March, 27, 2023; March 28, 2023; and October  
23 4, 2023, show that these conditions were not mitigated. Responding Party contends that photos  
24 photos represent the general state of the SUBJECT PROPERTY during the time frame stated in  
25 this interrogatory, and that such conditions ebb and flow with various amounts of accumulation of  
26 litter, trash, junk and debris depending on the various circumstances, and at least in substantial  
27 part due it being a vacant property in a state of incomplete construction with no meaningful  
28 progress made since 2020..

1 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
2 and/or supplement this response as necessary.

3 **SPECIAL INTERROGATORY NO. 155:**

4 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
5 violation of MPMC section 4.30.50(1), as referenced in paragraph 33 of the First Amended  
6 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
7 Complaint was filed through the date that Responding Party serves its Responses.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 155:**

9 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
10 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
11 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
12 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

13 Subject to and without waiving the above objections, Responding Party responds as  
14 follows:

- 15 ○ Notice of Violation issued on March 22, 2023
- 16 ○ Notice of Violation issued on March 27, 2023
- 17 ○ Notice of Violation issued on March 28, 2023
- 18 ○ Notice of Violation issued on October 4, 2023
- 19 ○ Photos taken on or about September 4, 2024

20 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
21 and/or supplement this response as necessary.

22 **SPECIAL INTERROGATORY NO. 156:**

23 Please IDENTIFY each and every person with knowledge of each and every violation of  
24 MPMC section 4.30.50(1), as referenced in paragraph 33 of the First Amended Complaint, existing  
25 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through  
26 the date that these Special Interrogatories were served.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 156:**

28 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for

1 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
2 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
3 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

- 6 o Rey Lozano – Senior Code Enforcement Officer (who may be contacted through  
7 counsel).
- 8 o Defendant Howard Chan.
- 9 o Defendant Edward Chan.
- 10 o Most residents of the City of Monterey Park (specific identities unknown)

11 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
12 and/or supplement this response as necessary.

13 **SPECIAL INTERROGATORY NO. 157:**

14 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.050(h), as  
15 referenced in paragraph 34 of the First Amended Complaint, existing at the SUBJECT  
16 PROPERTY on the date that the First Amended Complaint was filed.

17 **RESPONSE TO SPECIAL INTERROGATORY NO.157:**

18 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
19 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
20 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
21 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

22 Subject to and without waiving the above objections, Responding Party responds as  
23 follows:

24 **Notice of Violation issued on March 22, 2023**

25 MPMC 4.30.050(h) – Wall, Fence, Gate or Hedge (Damaged, Dilapidated or  
26 Hazard) - Any wall, fence, gate or hedge that is damaged, broken, dilapidated or a hazard. The  
27 photographs contained in the notice of violation shows the SUBJECT PROPERTY with fencing  
28 that is damaged, broken, dilapidated and quite potentially hazardous.

1 Responding Party is not aware of any wall, fence, gate, or hedge that is or was damaged,  
2 broken, dilapidated or a hazard or maintained in violation of MPMC section 4.30.050(g) at the  
3 SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
4 have sufficient knowledge or information to definitively affirm there is or has been no such  
5 violation at any point during the time period specified in this interrogatory.

6 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
7 and/or supplement this response as necessary.

8 **SPECIAL INTERROGATORY NO. 158:**

9 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.050(h), as  
10 referenced in paragraph 34 of the First Amended Complaint, existing at the SUBJECT  
11 PROPERTY through the date that Responding Party serves its Responses.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 158:**

13 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
14 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
15 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
16 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

17 Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

19 **Notice of Violation issued on March 22, 2023**

20 MPMC 4.30.050(h) – Wall, Fence, Gate or Hedge (Damaged, Dilapidated or  
21 Hazard) - Any wall, fence, gate or hedge that is damaged, broken, dilapidated or a hazard. The  
22 photographs contained in the notice of violation shows the SUBJECT PROPERTY with fencing  
23 that is damaged, broken, dilapidated and quite potentially hazardous.

24 Responding Party is not aware of any wall, fence, gate, or hedge that is or was damaged,  
25 broken, dilapidated or a hazard or maintained in violation of MPMC section 4.30.050(g) at the  
26 SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
27 have sufficient knowledge or information to definitively affirm there is or has been no such  
28 violation at any point during the time period specified in this interrogatory.

1 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
2 and/or supplement this response as necessary.

3 **SPECIAL INTERROGATORY NO. 159:**

4 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
5 violation of MPMC section 4.30.050(h), as referenced in paragraph 34 of the First Amended  
6 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
7 Complaint was filed through the date that Responding Party serves its Responses to these Special  
8 Interrogatories.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 159:**

10 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
11 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
12 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
13 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

14 Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

- 16 ○ Notice of Violation issued on March 22, 2023.
- 17 ○ Photos of SUBJECT PROPERTY taken on or about September 4, 2024.

18 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
19 and/or supplement this response as necessary.

20  
21 **SPECIAL INTERROGATORY NO. 160:**

22 Please IDENTIFY each and every person with knowledge of each and every violation of  
23 MPMC section 4.30.050(h), as referenced in paragraph 34 of the First Amended Complaint,  
24 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
25 through the date that Responding Party serves its Responses to these Special Interrogatories.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 160:**

27 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
28 legal conclusion. Calls for premature expert opinion. The information sought in this discovery

1 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
2 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

- 5 ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
6 may be contacted through counsel).
- 7 ○ Defendant Howard Chan.
- 8 ○ Defendant Edward Chan.

9 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
10 and/or supplement this response as necessary.

11 **SPECIAL INTERROGATORY NO. 161:**

12 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.050(f)(1), as  
13 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
14 PROPERTY on the date that the First Amended Complaint was filed.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 161:**

16 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
17 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
18 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
19 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
23 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
24 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
25 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
26 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
27 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
28 and illicit discharge from the SUBJECT PROPERTY.

1 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
2 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
3 these efforts are sufficient to avoid further runoff-related violations during the time frame  
4 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
5 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
6 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
7 rainy season despite more recently placed sandbags.

8 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
9 and/or supplement this response as necessary.

10 **SPECIAL INTERROGATORY NO. 162:**

11 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.050(f)(1), as  
12 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
13 PROPERTY from the date that these Special Interrogatories were served through the date that  
14 Responding Party serves its Responses to these Special Interrogatories.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 162:**

16 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
17 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
18 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
19 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
23 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
24 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
25 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
26 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
27 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
28 and illicit discharge from the SUBJECT PROPERTY.

1 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
2 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
3 these efforts are sufficient to avoid further runoff-related violations during the time frame  
4 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
5 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
6 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
7 rainy season despite more recently placed sandbags.

8 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
9 and/or supplement this response as necessary.

10 **SPECIAL INTERROGATORY NO. 163:**

11 Please LIST each and every DOCUMENT which the City of Monterey Park contends  
12 evidences each and every violation of MPMC section 6.30.050(f)(1), as referenced in paragraph  
13 37 of the First Amended Complaint, existing at the SUBJECT PROPERTY from the date that the  
14 First Amended Complaint was filed through the date that Responding Party serves its Responses  
15 to these Special Interrogatories.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 163:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

21 Subject to and without waiving the above objections, Responding Party responds as  
22 follows:

- 23 ○ Notice of Violation issued on March 27, 2023.
- 24 ○ Notice of Violation issued on March 28, 2023.
- 25 ○ Notice of Violation issued on October 4, 2023.

26 Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
27 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
28 2023; April 10, 2023; April 11, 2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,

1 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
2 May 3, 2023; May 8, 2023; and on May 11, 2023.

3 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
4 and/or supplement this response as necessary.

5 **SPECIAL INTERROGATORY NO. 164:**

6 Please IDENTIFY each and every person with knowledge of each and every violation of  
7 MPMC section 6.30.050(f)(1), as referenced in paragraph 37 of the First Amended Complaint,  
8 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
9 through the date that Responding Party serves its Responses to these Special Interrogatories.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 164:**

11 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
12 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
13 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
14 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

- 17 ○ Rey Lozano – Senior Code Enforcement Officer (who may be contacted through  
18 counsel).
- 19 ○ Dennis Tarango – Building Official (who may be contacted through counsel).
- 20 ○ Defendant Howard Chan.
- 21 ○ Defendant Edward Chan.

22 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
23 and/or supplement this response as necessary.

24 **SPECIAL INTERROGATORY NO. 165:**

25 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.050(f)(2), as  
26 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
27 PROPERTY on the date that the First Amended Complaint was filed.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 165:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6           Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8           Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
9 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
10 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
11 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
12 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
13 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
14 and illicit discharge from the SUBJECT PROPERTY.

15           Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
16 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
17 these efforts are sufficient to avoid further runoff-related violations during the time frame  
18 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
19 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
20 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
21 rainy season despite more recently placed sandbags.

22           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
23 and/or supplement this response as necessary.

24 **SPECIAL INTERROGATORY NO. 166:**

25           Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.050(f)(2), as  
26 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
27 PROPERTY from the date that these Special Interrogatories were served through the date that  
28 Responding Party serves its Responses.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 166:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6           Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8           Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
9 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
10 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
11 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
12 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
13 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
14 and illicit discharge from the SUBJECT PROPERTY.

15           Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
16 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
17 these efforts are sufficient to avoid further runoff-related violations during the time frame  
18 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
19 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
20 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
21 rainy season despite more recently placed sandbags.

22           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
23 and/or supplement this response as necessary.

24 **SPECIAL INTERROGATORY NO. 167:**

25           Please LIST each and every DOCUMENT which YOU contend evidences each and every  
26 violation of MPMC section 6.30.050(f)(2), as referenced in paragraph 37 of the First Amended  
27 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
28 Complaint was filed through the date that these Special Interrogatories were served.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 167:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, new  
6 sandbags were placed on the perimeter of the SUBJECT PROPERTY *after* the 2024 rainy season  
7 and have not been tested by weather conditions sufficient to establish if these efforts are sufficient  
8 to avoid further runoff-related violations during the time frame referenced in this interrogatory.  
9 Because grading and onsite water catch basin system still have not been constructed, and the  
10 extensive history of this violation from the SUBJECT PROPERTY, there is substantial reason to  
11 believe illicit water runoff may continue occur during the upcoming rainy season despite more  
12 recently placed sandbags.

13           Subject to and without waiving the above objections, Responding Party responds as  
14 follows:

- 15           ○ Notice of Violation issued on March 27, 2023.
- 16           ○ Notice of Violation issued on March 28, 2023.
- 17           ○ Notice of Violation issued on October 4, 2023.

18           Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
19 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
20 2023; April 10, 2023; April 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
21 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
22 May 3, 2023; May 8, 2023; and on May 11, 2023.

23           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
24 and/or supplement this response as necessary.

25 **SPECIAL INTERROGATORY NO. 168:**

26           Please IDENTIFY each and every person with knowledge of each and every violation of  
27 MPMC section 6.30.050(f)(2), as referenced in paragraph 37 of the First Amended Complaint,  
28 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed

1 through the date that Responding Party serves its Responses to these Special Interrogatories.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 168:**

3           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
4 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
5 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
6 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

7           Subject to and without waiving the above objections, Responding Party responds as  
8 follows:

- 9           ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
10           may be contacted through counsel)
- 11           ○ Edward Chan
- 12           ○ Howard Chan

13           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
14 and/or supplement this response as necessary.

15 **SPECIAL INTERROGATORY NO. 169:**

16           Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.050(f)(2), as  
17 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
18 PROPERTY on the date that the First Amended Complaint was filed.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 169:**

20           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
21 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
22 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
23 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

24           Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

26           Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
27 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
28 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,

1 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
2 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
3 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
4 and illicit discharge from the SUBJECT PROPERTY.

5 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
6 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
7 these efforts are sufficient to avoid further runoff-related violations during the time frame  
8 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
9 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
10 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
11 rainy season despite more recently placed sandbags.

12 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
13 and/or supplement this response as necessary.

14 **SPECIAL INTERROGATORY NO. 170:**

15 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.050(f)(2), as  
16 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
17 PROPERTY from the date that these Special Interrogatories were served through the date that  
18 Responding Party serves its Responses.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 170:**

20 Objection. This interrogatory is verbatim the same as stated in Interrogatory No. 166, and  
21 to which Responding Party has already responded.

22 **SPECIAL INTERROGATORY NO. 171:**

23 Please LIST each and every DOCUMENT which Responding Party contends evidences  
24 each and every violation of MPMC section 6.30.050(f)(2), as referenced in paragraph 37 of the  
25 First Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First  
26 Amended Complaint was filed through the date that Responding Party serves its Responses to  
27 these Special Interrogatories.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 171:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, new  
6 sandbags were placed on the perimeter of the SUBJECT PROPERTY *after* the 2024 rainy season  
7 and have not been tested by weather conditions sufficient to establish if these efforts are sufficient  
8 to avoid further runoff-related violations during the time frame referenced in this interrogatory.  
9 Because grading and onsite water catch basin system still have not been constructed, and the  
10 extensive history of this violation from the SUBJECT PROPERTY, there is substantial reason to  
11 believe illicit water runoff may continue occur during the upcoming rainy season despite more  
12 recently placed sandbags.

13           Subject to and without waiving the above objections, Responding Party responds as  
14 follows:

- 15           ○ Notice of Violation issued on March 22, 2023
- 16           ○ Notice of Violation issued on March, 27, 2023
- 17           ○ Notice of Violation issued on March 28, 2023
- 18           ○ Notice of Violation issued on October 4, 2023.

19           Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
20 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
21 2023; April 10, 2023; April 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
22 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
23 May 3, 2023; May 8, 2023; and on May 11, 2023.

24           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
25 and/or supplement this response as necessary.

26 **SPECIAL INTERROGATORY NO. 172:**

27           *[No Interrogatory No. 172 was included in Defendant Edward Chan’s Special*  
28 *Interrogatories, Set 2.]*

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 172:**

2           Objection. Defendant Edward Chan’s Special Interrogatories, Set 2, fails to comply to  
3 Code of Civil Procedure section 2030.060(a), which states: A party propounding interrogatories  
4 shall number each set of interrogatories consecutively. Interrogatory No. 172 was not included,  
5 causing non-consecutive numbering of Interrogatory No. 171 and Interrogatory No. 173.  
6 Accordingly, Responding Party has no response to any Interrogatory No. 172.

7 **SPECIAL INTERROGATORY NO. 173:**

8           Please IDENTIFY each and every person with knowledge of each and every violation of  
9 MPMC section 6.30.050(f)(2), as referenced in paragraph 37 of the First Amended Complaint,  
10 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
11 through the date that Responding Party serves its Responses to these Special Interrogatories.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 173:**

13           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
14 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
15 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
16 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

17           Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

- 19           ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
20           may be contacted through counsel)
- 21           ○ Edward Chan
- 22           ○ Howard Chan

23           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
24 and/or supplement this response as necessary.

25 **SPECIAL INTERROGATORY NO. 174:**

26           Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.050(f)(3), as  
27 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
28 PROPERTY on the date that the First Amended Complaint was filed.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 174:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6           Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8           Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
9 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
10 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
11 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
12 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
13 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
14 and illicit discharge from the SUBJECT PROPERTY.

15           Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
16 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
17 these efforts are sufficient to avoid further runoff-related violations during the time frame  
18 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
19 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
20 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
21 rainy season despite more recently placed sandbags.

22           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
23 and/or supplement this response as necessary.

24 **SPECIAL INTERROGATORY NO. 175:**

25           Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.050(f)(3), as  
26 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
27 PROPERTY from the date that these Special Interrogatories were served through the date that  
28 Responding Party serves its Responses.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 175:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6           Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8           Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
9 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
10 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
11 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
12 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
13 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
14 and illicit discharge from the SUBJECT PROPERTY.

15           Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
16 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
17 these efforts are sufficient to avoid further runoff-related violations during the time frame  
18 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
19 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
20 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
21 rainy season despite more recently placed sandbags.

22           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
23 and/or supplement this response as necessary.

24 **SPECIAL INTERROGATORY NO. 176:**

25           Please LIST each and every DOCUMENT which Responding Party contend evidences  
26 each and every violation of MPMC section 6.30.050(f)(3, as referenced in paragraph 37 of the  
27 First Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First  
28 Amended Complaint was filed through the date that Responding Party serves its Responses to

1 these Special Interrogatories.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 176:**

3           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
4 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
5 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
6 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, new  
7 sandbags were placed on the perimeter of the SUBJECT PROPERTY *after* the 2024 rainy season  
8 and have not been tested by weather conditions sufficient to establish if these efforts are sufficient  
9 to avoid further runoff-related violations during the time frame referenced in this interrogatory.  
10 Because grading and onsite water catch basin system still have not been constructed, and the  
11 extensive history of this violation from the SUBJECT PROPERTY, there is substantial reason to  
12 believe illicit water runoff may continue occur during the upcoming rainy season despite more  
13 recently placed sandbags.

14           Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

- 16           ○ Notice of Violation issued on March 22, 2023
- 17           ○ Notice of Violation issued on March, 27, 2023
- 18           ○ Notice of Violation issued on March 28, 2023
- 19           ○ Notice of Violation issued on October 4, 2023.

20           Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
21 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
22 2023; April 10, 2023; April 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
23 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
24 May 3, 2023; May 8, 2023; and on May 11, 2023.

25           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
26 and/or supplement this response as necessary.

27 **SPECIAL INTERROGATORY NO. 177:**

28           Please IDENTIFY each and every person with knowledge of each and every violation of

1 MPMC section 6.30.050(f)(3) as referenced in paragraph 37 of the First Amended Complaint,  
2 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
3 through the date that Responding Party serves its Responses to these Special Interrogatories.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 177:**

5 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
6 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
7 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
8 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

9 Subject to and without waiving the above objections, Responding Party responds as  
10 follows:

- 11 ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
12 may be contacted through counsel)
- 13 ○ Edward Chan
- 14 ○ Howard Chan

15 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
16 and/or supplement this response as necessary.

17 **SPECIAL INTERROGATORY NO. 178:**

18 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.050(f)(4), as  
19 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
20 PROPERTY on the date that the First Amended Complaint was filed.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 178:**

22 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
23 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
24 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
25 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
26 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
27 PROPERTY is in violation of that section or each of its subsections. Further, MPMC section  
28 6.30.050(f)(4) is not itself an enumerated violation, but simply establishes that plastic covering

1 may be utilized to prevent erosion. Accordingly, this interrogatory is incoherent on its face and is  
2 not subject to a response as phrased.

3 **SPECIAL INTERROGATORY NO. 179:**

4 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.050(f)(4), as  
5 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
6 PROPERTY on the date that Responding Party serves its Responses to these Special  
7 Interrogatories.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 179:**

9 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
10 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
11 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
12 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
13 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
14 PROPERTY is in violation of that section or each of its subsections. Further, MPMC section  
15 6.30.050(f)(4) is not itself an enumerated violation, but simply establishes that plastic covering  
16 may be utilized to prevent erosion. Accordingly, this interrogatory is incoherent on its face and is  
17 not subject to a response as phrased.

18 **SPECIAL INTERROGATORY NO. 180:**

19 Please LIST each and every DOCUMENT which Responding Party contends evidences  
20 each and every violation of MPMC section 6.30.050(f)(4), as referenced in paragraph 37 of the  
21 First Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First  
22 Amended Complaint was filed through the date that Responding Party serves its Responses to  
23 these Special Interrogatories.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 180:**

25 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
26 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
27 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
28 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various

1 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
2 PROPERTY is in violation of that section or each of its subsections. Further, MPMC section  
3 6.30.050(f)(4) is not itself an enumerated violation, but simply establishes that plastic covering  
4 may be utilized to prevent erosion. Accordingly, this interrogatory is incoherent on its face and is  
5 not subject to a response as phrased.

6 **SPECIAL INTERROGATORY NO. 181:**

7 Please IDENTIFY each and every person with knowledge of each and every violation of  
8 MPMC section 6.30.050(f)(4), as referenced in paragraph 37 of the First Amended Complaint,  
9 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
10 through the date that Responding Party serves its Responses to these Special Interrogatories.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 181:**

12 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
13 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
14 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
15 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
16 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
17 PROPERTY is in violation of that section or each of its subsections. Further, MPMC section  
18 6.30.050(f)(4) is not itself an enumerated violation, but simply establishes that plastic covering  
19 may be utilized to prevent erosion. Accordingly, this interrogatory is incoherent on its face and is  
20 not subject to a response as phrased.

21 **SPECIAL INTERROGATORY NO. 182:**

22 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.050(f)(5), as  
23 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
24 PROPERTY on the date that the First Amended Complaint was filed.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 182:**

26 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
27 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
28 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.

1 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
2 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
3 PROPERTY is in violation of that section or each of its subsections.

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
7 MPMC section 6.30.050(f)(5).

8 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
9 and/or supplement this response as necessary.

10 **SPECIAL INTERROGATORY NO. 183:**

11 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.050(f)(5), as  
12 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
13 PROPERTY from the date that these Special Interrogatories were served through the date that  
14 Responding Party serves its Responses.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 183:**

16 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
17 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
18 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
19 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
20 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
21 PROPERTY is in violation of that section or each of its subsections.

22 Subject to and without waiving the above objections, Responding Party responds as  
23 follows:

24 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
25 MPMC section 6.30.050(f)(5).

26 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
27 and/or supplement this response as necessary.

28

1 **SPECIAL INTERROGATORY NO. 184:**

2 Please LIST each and every DOCUMENT which Responding Party contends evidences  
3 each and every violation of MPMC section 6.30.050(f)(5), as referenced in paragraph 37 of the  
4 First Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First  
5 Amended Complaint was filed through the date that Responding Party serves its Responses to  
6 these Special Interrogatories.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 184:**

8 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
9 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
10 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
11 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
12 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
13 PROPERTY is in violation of that section or each of its subsections.

14 Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

16 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
17 MPMC section 6.30.050(f)(5).

18 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
19 and/or supplement this response as necessary.

20 **SPECIAL INTERROGATORY NO. 185:**

21 Please IDENTIFY each and every person with knowledge of each and every violation of  
22 MPMC section 6.30.050(f)(6), as referenced in paragraph 37 of the First Amended Complaint,  
23 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
24 through the date that Responding Party serves its Responses to these Special Interrogatories.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 185:**

26 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
27 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
28 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.

1 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
2 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
3 PROPERTY is in violation of that section or each of its subsections.

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
7 MPMC section 6.30.050(f)(6).

8 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
9 and/or supplement this response as necessary.

10 **SPECIAL INTERROGATORY NO. 186:**

11 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.030(a)(13)(a), as  
12 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
13 PROPERTY on the date that the First Amended Complaint was filed.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 186:**

15 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
16 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
17 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
18 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

19 Subject to and without waiving the above objections, Responding Party responds as  
20 follows:

21 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
22 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
23 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
24 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
25 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
26 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
27 and illicit discharge from the SUBJECT PROPERTY.

28 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*

1 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
2 these efforts are sufficient to avoid further runoff-related violations during the time frame  
3 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
4 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
5 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
6 rainy season despite more recently placed sandbags.

7 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
8 and/or supplement this response as necessary.

9 **SPECIAL INTERROGATORY NO. 187:**

10 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.03(a)(13), as  
11 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
12 PROPERTY from the date that these Special Interrogatories were served through the date that  
13 Responding Party serves its Responses.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 187:**

15 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
16 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
17 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
18 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

19 Subject to and without waiving the above objections, Responding Party responds as  
20 follows:

21 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
22 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
23 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
24 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
25 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
26 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
27 and illicit discharge from the SUBJECT PROPERTY.

28 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*

1 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
2 these efforts are sufficient to avoid further runoff-related violations during the time frame  
3 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
4 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
5 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
6 rainy season despite more recently placed sandbags.

7           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
8 and/or supplement this response as necessary.

9 **SPECIAL INTERROGATORY NO. 188:**

10           Please LIST each and every DOCUMENT which YOU contend evidences each and every  
11 violation of MPMC section 6.30.030(a)(13), as referenced in paragraph 37 of the First Amended  
12 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
13 Complaint was filed through the date that these Responding Party's Requests were served.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 188:**

15           Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
16 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
17 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
18 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, new  
19 sandbags were placed on the perimeter of the SUBJECT PROPERTY *after* the 2024 rainy season  
20 and have not been tested by weather conditions sufficient to establish if these efforts are sufficient  
21 to avoid further runoff-related violations during the time frame referenced in this interrogatory.  
22 Because grading and onsite water catch basin system still have not been constructed, and the  
23 extensive history of this violation from the SUBJECT PROPERTY, there is substantial reason to  
24 believe illicit water runoff may continue occur during the upcoming rainy season despite more  
25 recently placed sandbags.

26           Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

- 28           ○ Notice of Violation issued on March 22, 2023

- 1           ○ Notice of Violation issued on March, 27, 2023
- 2           ○ Notice of Violation issued on March 28, 2023
- 3           ○ Notice of Violation issued on October 4, 2023.

4           Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
5 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
6 2023; April 10, 2023; April 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
7 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
8 May 3, 2023; May 8, 2023; and on May 11, 2023.

9           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
10 and/or supplement this response as necessary.

11 **SPECIAL INTERROGATORY NO. 189:**

12           Please IDENTIFY each and every person with knowledge of each and every violation of  
13 MPMC section 6.30.030(a)(13), as referenced in paragraph 37 of the First Amended Complaint,  
14 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
15 through the date that Responding Party’s Responses to these Special Interrogatories were served.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 189:**

17           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

21           Subject to and without waiving the above objections, Responding Party responds as  
22 follows:

- 23           ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
24           may be contacted through counsel)
- 25           ○ Edward Chan
- 26           ○ Howard Chan

27           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
28 and/or supplement this response as necessary.

1 **SPECIAL INTERROGATORY NO. 190:**

2 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.030(a)(13)(b), as  
3 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
4 PROPERTY on the date that the First Amended Complaint was filed.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 190:**

6 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
7 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
8 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
9 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

10 Subject to and without waiving the above objections, Responding Party responds as  
11 follows:

12 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
13 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
14 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
15 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
16 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
17 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
18 and illicit discharge from the SUBJECT PROPERTY.

19 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
20 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
21 these efforts are sufficient to avoid further runoff-related violations during the time frame  
22 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
23 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
24 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
25 rainy season despite more recently placed sandbags.

26 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
27 and/or supplement this response as necessary.

28

1 **SPECIAL INTERROGATORY NO. 191:**

2 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.03(a)(13)(b), as  
3 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
4 PROPERTY from the date that these Special Interrogatories were served through the date that  
5 Responding Party serves its Responses.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 191:**

7 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
8 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
9 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
10 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

11 Subject to and without waiving the above objections, Responding Party responds as  
12 follows:

13 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
14 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
15 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
16 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
17 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
18 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
19 and illicit discharge from the SUBJECT PROPERTY.

20 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
21 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
22 these efforts are sufficient to avoid further runoff-related violations during the time frame  
23 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
24 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
25 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
26 rainy season despite more recently placed sandbags.

27 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
28 and/or supplement this response as necessary.

1 **SPECIAL INTERROGATORY NO. 192:**

2 Please LIST each and every DOCUMENT which Plaintiffs contend evidences each and  
3 every violation of MPMC section 6.30.030(a)(13)(b), as referenced in paragraph 37 of the First  
4 Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
5 Complaint was filed through the date that Responding Party's Responses to these Special  
6 Interrogatories were served.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 192:**

8 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
9 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
10 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
11 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, new  
12 sandbags were placed on the perimeter of the SUBJECT PROPERTY *after* the 2024 rainy season  
13 and have not been tested by weather conditions sufficient to establish if these efforts are sufficient  
14 to avoid further runoff-related violations during the time frame referenced in this interrogatory.  
15 Because grading and onsite water catch basin system still have not been constructed, and the  
16 extensive history of this violation from the SUBJECT PROPERTY, there is substantial reason to  
17 believe illicit water runoff may continue occur during the upcoming rainy season despite more  
18 recently placed sandbags.

19 Subject to and without waiving the above objections, Responding Party responds as  
20 follows:

- 21 ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.
- 22 ○ Photographs of SUBJECT PROPERTY from September 4, 2024
- 23 ○ Photographs of SUBJECT PROPERTY from December 3, 2024
- 24 ○ Notice of Violation issued on March 22, 2023
- 25 ○ Notice of Violation issued on March, 27, 2023
- 26 ○ Notice of Violation issued on March 28, 2023
- 27 ○ Notice of Violation issued on October 4, 2023.

28 Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
4892-1541-8093 v1 60

1 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
2 2023; April 10, 2023; April 11, 2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
3 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
4 May 3, 2023; May 8, 2023; and on May 11, 2023.

5 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
6 and/or supplement this response as necessary.

7 **SPECIAL INTERROGATORY NO. 193:**

8 Please IDENTIFY each and every person with knowledge of each and every violation of  
9 MPMC section 6.30.030(a)(13), as referenced in paragraph 37 of the First Amended Complaint,  
10 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
11 through the date that Responding Party's Responses to these Special Interrogatories were served.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 193:**

13 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
14 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
15 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
16 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

17 Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

- 19 ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
20 may be contacted through counsel)
- 21 ○ Edward Chan
- 22 ○ Howard Chan

23 Discovery and investigation are ongoing and Responding Party reserves the right to amend and/or  
24 supplement this response as necessary.

25 **SPECIAL INTERROGATORY NO. 194:**

26 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.030(a)(13)© [sic],  
27 as referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
28 PROPERTY on the date that the First Amended Complaint was filed.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 194:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, this  
6 interrogatory references “MPMC section 6.30.030(a)(13)©”, which is not a recognized subsection  
7 in the MPMC. Responding Party will assume “MPMC section 6.30.030(a)(13)(c)” was intended  
8 and respond accordingly.

9           Subject to and without waiving the above objections, Responding Party responds as  
10 follows:

11           Responding Party does not contend, and the FAC does not allege, that Defendants violated  
12 MPMC section 66.30.030(a)(13)(c). The fact various MPMC sections and their subsections appear  
13 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
14 each of its subsections.

15           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
16 and/or supplement this response as necessary.

17 **SPECIAL INTERROGATORY NO. 1:**

18           Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.03(a)(13)© [*sic*],  
19 as referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
20 PROPERTY from the date that these Special Interrogatories were served through the date that  
21 Responding Party serves its Responses.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

23           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
24 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
25 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
26 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, this  
27 interrogatory references “MPMC section 6.30.030(a)(13)©”, which is not a recognized subsection  
28 in the MPMC. Responding Party will assume “MPMC section 6.30.030(a)(13)(c)” was intended

1 and respond accordingly.

2 Subject to and without waiving the above objections, Responding Party responds as  
3 follows:

4 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
5 MPMC section 6.30.030(a)(13)(c). The fact various MPMC sections and their subsections appear  
6 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
7 each of its subsections.

8 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
9 and/or supplement this response as necessary.

10 **SPECIAL INTERROGATORY NO. 2:**

11 Please LIST each and every DOCUMENT which Plaintiffs contend evidences each and  
12 every violation of MPMC section 6.30.030(a)(13)© [sic], as referenced in paragraph 37 of the  
13 First Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First  
14 Amended Complaint was filed through the date that Responding Party's Responses to these  
15 Special Interrogatories were served.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, this  
21 interrogatory references "MPMC section 6.30.030(a)(13)©", which is not a recognized subsection  
22 in the MPMC. Responding Party will assume "MPMC section 6.30.030(a)(13)(c)" was intended  
23 and respond accordingly.

24 Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

26 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
27 MPMC section 6.30.030(a)(13)(c). The fact various MPMC sections and their subsections appear  
28 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or

1 each of its subsections.

2 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
3 and/or supplement this response as necessary.

4 **SPECIAL INTERROGATORY NO. 3:**

5 Please IDENTIFY each and every person with knowledge of each and every violation of  
6 MPMC section 6.30.030(a)(13)©, as referenced in paragraph 37 of the First Amended Complaint,  
7 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
8 through the date that Responding Party's Responses to these Special Interrogatories were served.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

10 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
11 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
12 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
13 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, this  
14 interrogatory references "MPMC section 6.30.030(a)(13)©", which is not a recognized subsection  
15 in the MPMC. Responding Party will assume "MPMC section 6.30.030(a)(13)(c)" was intended  
16 and respond accordingly.

17 Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

19 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
20 MPMC section 6.30.030(a)(13)(c). The fact various MPMC sections and their subsections appear  
21 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
22 each of its subsections.

23 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
24 and/or supplement this response as necessary.

25 **SPECIAL INTERROGATORY NO. 198:**

26 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.030(a)(13)(d), as  
27 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
28 PROPERTY on the date that the First Amended Complaint was filed.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 198:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6           Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8           Responding Party does not contend, and the FAC does not allege, that Defendants violated  
9 MPMC section 6.30.030(a)(13)(d). The fact various MPMC sections and their subsections appear  
10 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
11 each of its subsections.

12           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
13 and/or supplement this response as necessary.

14 **SPECIAL INTERROGATORY NO. 199:**

15           Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.03(a)(13)(d), as  
16 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
17 PROPERTY from the date that these Special Interrogatories were served through the date that  
18 Responding Party serves its Responses.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 199:**

20           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
21 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
22 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
23 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

24           Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

26           Responding Party does not contend, and the FAC does not allege, that Defendants violated  
27 MPMC section 6.30.030(a)(13)(d). The fact various MPMC sections and their subsections appear  
28 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or

1 each of its subsections.

2 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
3 and/or supplement this response as necessary.

4 **SPECIAL INTERROGATORY NO. 200:**

5 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
6 violation of MPMC section 6.30.030(a)(13)(d), as referenced in paragraph 37 of the First  
7 Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
8 Complaint was filed through the date that Responding Party serves its Responses to these Special  
9 Interrogatories.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 200:**

11 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
12 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
13 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
14 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

17 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
18 MPMC section 6.30.030(a)(13)(d). The fact various MPMC sections and their subsections appear  
19 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
20 each of its subsections.

21 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
22 and/or supplement this response as necessary.

23 **SPECIAL INTERROGATORY NO. 201:**

24 Please IDENTIFY each and every person with knowledge of each and every violation of  
25 MPMC section 6.30.030(a)(13)(d), as referenced in paragraph 37 of the First Amended  
26 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
27 Complaint was filed through the date that Responding Party’s Responses to these Special  
28 Interrogatories were served.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 201:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6           Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8           Responding Party does not contend, and the FAC does not allege, that Defendants violated  
9 MPMC section 6.30.030(a)(13)(d). The fact various MPMC sections and their subsections appear  
10 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
11 each of its subsections.

12           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
13 and/or supplement this response as necessary.

14 **SPECIAL INTERROGATORY NO. 202:**

15           Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.030(a)(13)(e), as  
16 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
17 PROPERTY on the date that the First Amended Complaint was filed.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 202:**

19           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
20 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
21 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
22 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

23           Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

25           Responding Party does not contend, and the FAC does not allege, that Defendants violated  
26 MPMC section 6.30.030(a)(13)(e). The fact various MPMC sections and their subsections appear  
27 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
28 each of its subsections.

1 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
2 and/or supplement this response as necessary.

3 **SPECIAL INTERROGATORY NO. 203:**

4 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.03(a)(13)(e) , as  
5 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
6 PROPERTY from the date that these Special Interrogatories were served through the date that  
7 Responding Party serves its Responses.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 203:**

9 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
10 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
11 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
12 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

13 Subject to and without waiving the above objections, Responding Party responds as  
14 follows:

15 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
16 MPMC section 6.30.030(a)(13)(e). The fact various MPMC sections and their subsections appear  
17 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
18 each of its subsections.

19 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
20 and/or supplement this response as necessary.

21 **SPECIAL INTERROGATORY NO. 204:**

22 Please LIST each and every DOCUMENT which Plaintiffs contend evidences each and  
23 every violation of MPMC section 6.30.030(a)(13)(e), as referenced in paragraph 37 of the First  
24 Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
25 Complaint was filed through the date that Responding Party serves its Responses to these Special  
26 Interrogatories.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 204:**

28 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for

1 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
2 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
3 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
7 MPMC section 6.30.030(a)(13)(e). The fact various MPMC sections and their subsections appear  
8 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
9 each of its subsections.

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 205:**

13 Please IDENTIFY each and every person with knowledge of each and every violation of  
14 MPMC section 6.30.030(a)(13)(e), as referenced in paragraph 37 of the First Amended Complaint,  
15 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
16 through the date that Responding Party serves its Responses to these Special Interrogatories.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 205:**

18 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
19 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
20 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
21 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

22 Subject to and without waiving the above objections, Responding Party responds as  
23 follows:

- 24 ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
25 may be contacted through counsel)

26 All Individual Defendants

27 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
28 and/or supplement this response as necessary.

1 **SPECIAL INTERROGATORY NO. 206:**

2 Please DESCRIBE IN DETAIL each violation of the City of Monterey Park Municipal  
3 Code at the SUBJECT PROPERTY existing at the time Plaintiffs serve their Responses to these  
4 Special Interrogatories which the City of Monterey Park intends to abate pursuant to its First  
5 Cause of Action.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 206:**

7 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation” and of  
8 “intends to abate.” Calls for legal conclusion. Calls for premature expert opinion. The information  
9 sought in this discovery request is equally available to the propounding party. (See Code of Civ.  
10 Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259  
11 Cal.App.2d 45.)

12 Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

14 MPMC section 4.10.010(c) establishes that “any condition caused or permitted to exist in  
15 violation of any of the provisions of this code is a public nuisance and may be abated in  
16 accordance with this code.” MPMC section 4.30.120 authorizes the City to abate public  
17 nuisances if the property owner fails to comply with an abatement order from an administrative  
18 hearing officer following an administrative hearing held pursuant to MPMC section 4.30.110, and  
19 states in full as follows:

20 **§ 4.30.120 - Compliance with abatement order.**

21 At no cost to the city, the responsible person will comply with all of the  
22 provisions of an abatement order. If the responsible person fails, for any reason,  
23 to comply with an abatement order within the time required in the order, **the**  
**city manager, or designee, will cause the nuisance described in the**  
**abatement order to be abated by city forces or by private contractor.** The  
24 city attorney is authorized to take such action as needed to gain entry upon the  
25 property where the public nuisance exists for purposes of abating a public  
26 nuisance. (Emphasis added.)

27 The FAC does not allege or infer that the “City of Monterey Park intends to abate” the  
28 SUBJECT PROPERTY, nor does it seek such relief. In this case, no administrative hearing

1 pursuant to MPMC section 4.30.110 was sought by the City and the City has never intended to  
2 abate the violations of the MPMC addressed in the FAC. Rather, this lawsuit seeks, as may be  
3 necessary, injunctive relief from the Court to order **Defendants to abate** the SUBJECT  
4 PROPERTY in a timely manner and bring it into compliance with the MPMC. If injunctive relief  
5 proves ineffective, the City may then ask the Court to appoint a receiver to assume control of the  
6 SUBJECT PROPERTY. In such a case, **the receiver would be ordered by the Court to abate**  
7 the violations of the MPMC addressed in the FAC. Whether conducted by Defendants or a  
8 receiver, abating all public nuisances on the SUBJECT PROPERTY would be achieved by  
9 finishing construction of the SUBJECT PROPERTY in a timely manner and according to plans  
10 submitted by Defendants to, and approved by, the City.

11 To repeat, the City has never intended to use city forces, hire a private contractor, or  
12 otherwise itself abate the SUBJECT PROPERTY, namely finish its construction, nor is any such  
13 relief alleged or sought in the FAC. It remains the City's hope and preference that Defendants  
14 simply finish construction of the SUBJECT PROPERTY in a timely manner and avoid the  
15 potential consequences associated with injunctive relief or, if necessary, receivership.

16 **SPECIAL INTERROGATORY NO. 207:**

17 For each violation of the City of Monterey Park Municipal Code that Responding Party  
18 contends exists at the time that Responding Party serves its Responses to these Special  
19 Interrogatories, please describe with specificity the actions that the City of Monterey Park intends  
20 to take to abate each such alleged violation.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 207:**

22 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation" and of  
23 "abate." Calls for legal conclusion. Calls for premature expert opinion. The information sought in  
24 this discovery request is equally available to the propounding party. (See Code of Civ. Proc., §  
25 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

26 Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

28 MPMC section 4.10.010(c) establishes that "any condition caused or permitted to exist in

1 violation of any of the provisions of this code is a public nuisance and may be abated in  
2 accordance with this code.” MPMC section 4.30.120 authorizes the City to abate public  
3 nuisances if the property owner fails to comply with an abatement order from an administrative  
4 hearing officer following an administrative hearing held pursuant to MPMC section 4.30.110, and  
5 states in full as follows:

6       **§ 4.30.120 - Compliance with abatement order.**

7       At no cost to the city, the responsible person will comply with all of the  
8 provisions of an abatement order. If the responsible person fails, for any reason,  
9 to comply with an abatement order within the time required in the order, **the**  
10 **city manager, or designee, will cause the nuisance described in the**  
11 **abatement order to be abated by city forces or by private contractor.** The  
12 city attorney is authorized to take such action as needed to gain entry upon the  
13 property where the public nuisance exists for purposes of abating a public  
14 nuisance. (Emphasis added.)

15       The FAC does not allege or infer that the “City of Monterey Park intends to abate” the  
16 SUBJECT PROPERTY, nor does it seek such relief. In this case, no administrative hearing  
17 pursuant to MPMC section 4.30.110 was sought by the City and the City has never intended to  
18 abate the violations of the MPMC addressed in the FAC. Rather, this lawsuit seeks, as may be  
19 necessary, injunctive relief from the Court to order **Defendants to abate** the SUBJECT  
20 PROPERTY in a timely manner and bring it into compliance with the MPMC. If injunctive relief  
21 proves ineffective, the City may then ask the Court to appoint a receiver to assume control of the  
22 SUBJECT PROPERTY. In such a case, **the receiver would be ordered by the Court to abate**  
23 the violations of the MPMC addressed in the FAC. Whether conducted by Defendants or a  
24 receiver, abating all public nuisances on the SUBJECT PROPERTY would be achieved by  
25 finishing construction of the SUBJECT PROPERTY in a timely manner and according to plans  
26 submitted by Defendants to, and approved by, the City.

27       To repeat, the City has never intended to use city forces, hire a private contractor, or  
28 otherwise itself abate the SUBJECT PROPERTY, namely finish its construction, nor is any such  
relief alleged or sought in the FAC. It remains the City’s hope and preference that Defendants  
simply finish construction of the SUBJECT PROPERTY in a timely manner and avoid the

1 potential consequences associated with injunctive relief or, if necessary, receivership.

2 **SPECIAL INTERROGATORY NO. 208:**

3 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing on  
4 the date that the First Amended Complaint was filed which Responding Party contends, as  
5 referenced in paragraph 43 of the First Amended Complaint, constitute violations of the Health &  
6 Safety Code “so extensive and of such nature that the health and safety of residents or the public is  
7 substantially endangered.”

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 208:**

9 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
10 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
11 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
12 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

13 Subject to and without waiving the above objections, Responding Party responds as  
14 follows:

15 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
16 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
17 resulted in numerous code violations and this lawsuit. In addition to unfinished construction being  
18 a violation of the MPMC, and therefore a public nuisance in itself, other code violations observed  
19 at the property applicable to Paragraph 43 of the FAC generally include illicit discharge of water  
20 runoff from the PROPERTY into the public storm drain system that can carry with it filth,  
21 rubbish, trash, litter, and other pollutants. Such conditions are a violation of California building  
22 standards and negatively impact and endanger the health and safety of the general public in that  
23 unpermitted substances entering storm drain systems is known to pollute the environment and  
24 create health risks to the public. Further, public entities like the City are regulated by State and  
25 Federal laws to protect the environment and public safety from unpermitted runoff. While new  
26 sandbags have been placed along the perimeter of the Property since the rainy season has ended,  
27 there has not been sufficient rain during the time period of this Interrogatory to know if these  
28 efforts will be effective, unlike the prior efforts that resulted in thousands of dollars of

1 administrative fines to the PROPERTY owners, until the rainy season resumes over the next  
2 several months. Additionally, there are reasonably deep, open trenches on the property that have  
3 remained without any work associated with and at a time when no permit was in effect, and which  
4 is also applicable to Paragraph 43 of the FAC. Such open trenches are also threat to public safety  
5 by virtue of the Property appearing completely vacant, and even abandoned due to its long  
6 standing state of partially completed construction amounting to an attractive nuisance.  
7 Additionally, the accumulation of dried vegetation, trash, litter and debris all contribute to a fire  
8 hazard.

9 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
10 and/or supplement this response as necessary.

11 **SPECIAL INTERROGATORY NO. 209:**

12 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing on  
13 the date that these Special Interrogatories were served to the date Responding Party's Responses  
14 are served, which Responding Party contends, as referenced in paragraph 43 of the First Amended  
15 Complaint, constitute violations of the Health & Safety Code "so extensive and of such nature that  
16 the health and safety of residents or the public is substantially endangered."

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 209:**

18 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
19 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
20 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
21 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

22 Subject to and without waiving the above objections, Responding Party responds as  
23 follows:

24 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
25 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
26 resulted in numerous code violations and this lawsuit. In addition to unfinished construction being  
27 a violation of the MPMC, and therefore a public nuisance in itself, other code violations observed  
28 at the property applicable to Paragraph 43 of the FAC generally include illicit discharge of water

1 runoff from the PROPERTY into the public storm drain system that can carry with it filth,  
2 rubbish, trash, litter, and other pollutants. Such conditions are a violation of California building  
3 standards and negatively impact and endanger the health and safety of the general public in that  
4 unpermitted substances entering storm drain systems is known to pollute the environment and  
5 create health risks to the public. Further, public entities like the City are regulated by State and  
6 Federal laws to protect the environment and public safety from unpermitted runoff. While new  
7 sandbags have been placed along the perimeter of the Property since the rainy season has ended,  
8 there has not been sufficient rain during the time period of this Interrogatory to know if these  
9 efforts will be effective, unlike the prior efforts that resulted in thousands of dollars of  
10 administrative fines to the PROPERTY owners, until the rainy season resumes over the next  
11 several months. Additionally, there are reasonably deep, open trenches on the property that have  
12 remained without any work associated with and at a time when no permit was in effect, and which  
13 is also applicable to Paragraph 43 of the FAC. Such open trenches are also threat to public safety  
14 by virtue of the Property appearing completely vacant, and even abandoned due to its long  
15 standing state of partially completed construction amounting to an attractive nuisance.  
16 Additionally, the accumulation of dried vegetation, trash, litter and debris all contribute to a fire  
17 hazard.

18           Discovery and investigation is ongoing and Responding Party reserves the right to  
19 supplement and amend this response as necessary.

20 **SPECIAL INTERROGATORY NO. 210:**

21           Please LIST each and every DOCUMENT which evidences each condition at the  
22 SUBJECT PROPERTY existing from the date the First Amended Complaint was filed through the  
23 date the date that Responding Party's Responses are served, which Plaintiffs contend, as  
24 referenced in paragraph 43 of the First Amended Complaint, which constitute violations of the  
25 Health & Safety Code "which are so extensive and of such nature that the health and safety of  
26 residents or the public is substantially endangered."

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 210:**

28           Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for

1 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
2 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
3 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

- 6 ○ Notice of Violation issued on March 27, 2023.
- 7 ○ Notice of Violation issued on March 28, 2023.
- 8 ○ Notice of Violation issued on October 4, 2023.
- 9 ○ CE Invoices – Administrative Citation (Total to 4-20-23)
- 10 ○ Photographs of SUBJECT PROPERTY from July 24, 2024
- 11 ○ Photographs of SUBJECT PROPERTY from September 4, 2024
- 12 ○ Photographs of SUBJECT PROPERTY from December 3, 2024

13 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
14 and/or supplement this response as necessary.

15  
16 **SPECIAL INTERROGATORY NO. 211:**

17 Please IDENTIFY each and every person with knowledge of each condition at the  
18 SUBJECT PROPERTY existing from the date the First Amended Complaint was filed through the  
19 date that these Special Interrogatories were served to the date Responding Party’s Responses are  
20 served, which Plaintiffs contend, as referenced in paragraph 43 of the First Amended Complaint,  
21 constitute violations of the Health & Safety Code “so extensive and of such nature that the health  
22 and safety of residents or the public is substantially endangered.”

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 211:**

24 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
25 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
26 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
27 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

28 Subject to and without waiving the above objections, Responding Party responds as

1 follows:

- 2 ○ Rey Lozano – Senior Code Enforcement Officer – may be contacted through
- 3 counsel.
- 4 ○ Dennis Tarango – Building Official – may be contacted through counsel.
- 5 ○ Defendant Edward Chan
- 6 ○ Defendant Howard Chan

7 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
8 and/or supplement this response as necessary.

9 **SPECIAL INTERROGATORY NO. 212:**

10 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
11 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3( c), as  
12 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
13 PROPERTY on the date that the First Amended Complaint was filed, and which “endangers the  
14 life, limb, health, property, safety or welfare of the public.”

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 212:**

16 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
17 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
18 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
19 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
23 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
24 resulted in numerous code violations and this lawsuit. In addition to unfinished construction being  
25 a violation of the MPMC, and therefore a public nuisance in itself and referenced in Paragraph 45  
26 of the FAC. Other code violations observed at the SUBJECT PROPERTY generally include illicit  
27 discharge of water runoff from the PROPERTY into the public storm drain system that can carry  
28 with it filth, rubbish, trash, litter, and other pollutants, which is specifically referenced in

1 Paragraph 45 of the FAC. Such conditions negatively impact and endanger the health and safety  
2 of the general public in that unpermitted substances entering storm drain systems is known to  
3 pollute the environment and create health and safety risks to the public. Public entities like the  
4 City are regulated by State and Federal laws to protect the environment and public safety from  
5 unpermitted runoff. While new sandbags have been placed along the perimeter of the Property  
6 since the rainy season has ended, there has not been sufficient rain during the time period of this  
7 Interrogatory to know if these efforts will be effective, unlike the prior efforts that resulted in  
8 thousands of dollars of administrative fines to the PROPERTY owners, until the rainy season  
9 resumes over the next several months. Further, the interior of the structure remains in a state of  
10 partial construction with piles of combustible junk and debris and without the benefit of fire  
11 protection systems that completed construction would have presenting a threat to public safety,  
12 and which is also specifically referenced in Paragraph 45 of the FAC. Gaps in the roof have  
13 resulted in infiltration of rainwater and the interior has flooded due to pooling of rainwater, which  
14 is also covered under Paragraph 45 of the FAC. Additionally, there are reasonably deep, open  
15 trenches on the property that have remained without any work associated with them since before  
16 the original complaint was filed. Such open trenches are a threat to public health and safety by  
17 virtue of the Property appearing completely vacant, and even abandoned due to its long-standing  
18 state of partially completed construction amounting to an attractive nuisance, which is also  
19 covered by Health & Safety Code § 17920.3 and referenced in Paragraph 45 of the FAC.  
20 Additionally, the accumulation of dried vegetation, trash, litter and debris all contribute to a fire  
21 hazard. Each and every condition stated in this response is a nuisance, and therefore covered  
22 under Health & Safety Code § 17920.3(c).

23           Discovery and investigation is ongoing and Responding Party reserves the right to  
24 supplement and amend this response as necessary.

25 **SPECIAL INTERROGATORY NO. 213:**

26           Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
27 of Health & Safety Code section 17920.3(c), as referenced in paragraph 45 of the First Amended  
28 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories

1 were served through the date on which Responding Party's Responses are served, which Plaintiffs  
2 contend "endangers the life, limb, health, property, safety or welfare of the public."

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 213:**

4       Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
5 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
6 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
7 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

8       Subject to and without waiving the above objections, Responding Party responds as  
9 follows:

10       Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
11 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
12 resulted in numerous code violations and this lawsuit. In addition to unfinished construction being  
13 a violation of the MPMC, and therefore a public nuisance in itself and referenced in Paragraph 45  
14 of the FAC. Other code violations observed at the SUBJECT PROPERTY generally include illicit  
15 discharge of water runoff from the PROPERTY into the public storm drain system that can carry  
16 with it filth, rubbish, trash, litter, and other pollutants, which is specifically referenced in  
17 Paragraph 45 of the FAC. Such conditions negatively impact and endanger the health and safety  
18 of the general public in that unpermitted substances entering storm drain systems is known to  
19 pollute the environment and create health and safety risks to the public. Public entities like the  
20 City are regulated by State and Federal laws to protect the environment and public safety from  
21 unpermitted runoff. While new sandbags have been placed along the perimeter of the Property  
22 since the rainy season has ended, there has not been sufficient rain during the time period of this  
23 Interrogatory to know if these efforts will be effective, unlike the prior efforts that resulted in  
24 thousands of dollars of administrative fines to the PROPERTY owners, until the rainy season  
25 resumes over the next several months. Further, the interior of the structure remains in a state of  
26 partial construction with piles of combustible junk and debris and without the benefit of fire  
27 protection systems that completed construction would have presenting a threat to public safety,  
28 and which is also specifically referenced in Paragraph 45 of the FAC. Gaps in the roof have

1 resulted in infiltration of rainwater and the interior has flooded due to pooling of rainwater, which  
2 is also covered under Paragraph 45 of the FAC. Additionally, there are reasonably deep, open  
3 trenches on the property that have remained without any work associated with them since before  
4 the original complaint was filed. Such open trenches are a threat to public health and safety by  
5 virtue of the Property appearing completely vacant, and even abandoned due to its long-standing  
6 state of partially completed construction amounting to an attractive nuisance, which is also  
7 covered by Health & Safety Code § 17920.3 and referenced in Paragraph 45 of the FAC.  
8 Additionally, the accumulation of dried vegetation, trash, litter and debris all contribute to a fire  
9 hazard. Each and every condition stated in this response is a nuisance, and therefore covered under  
10 Health & Safety Code § 17920.3(c).

11       Discovery and investigation is ongoing and Responding Party reserves the right to  
12 supplement and amend this response as necessary

13 **SPECIAL INTERROGATORY NO. 214:**

14       For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
15 from the date that these Special Interrogatories were served through the date on which Responding  
16 Party's Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
17 section 17920.3(c), please state with specificity how each such "endangers the life, limb, health,  
18 property, safety or welfare of the public."

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 214:**

20       Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
21 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
22 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
23 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

24       Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

26       Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
27 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
28 resulted in numerous code violations and this lawsuit. In addition to unfinished construction being

1 a violation of the MPMC, and therefore a public nuisance in itself and referenced in Paragraph 45  
2 of the FAC. Other code violations observed at the SUBJECT PROPERTY generally include illicit  
3 discharge of water runoff from the PROPERTY into the public storm drain system that can carry  
4 with it filth, rubbish, trash, litter, and other pollutants, which is specifically referenced in  
5 Paragraph 45 of the FAC. Such conditions negatively impact and endanger the health and safety  
6 of the general public in that unpermitted substances entering storm drain systems is known to  
7 pollute the environment and create health and safety risks to the public. Public entities like the  
8 City are regulated by State and Federal laws to protect the environment and public safety from  
9 unpermitted runoff. While new sandbags have been placed along the perimeter of the Property  
10 since the rainy season has ended, there has not been sufficient rain during the time period of this  
11 Interrogatory to know if these efforts will be effective, unlike the prior efforts that resulted in  
12 thousands of dollars of administrative fines to the PROPERTY owners, until the rainy season  
13 resumes over the next several months. Further, the interior of the structure remains in a state of  
14 partial construction with piles of combustible junk and debris and without the benefit of fire  
15 protection systems that completed construction would have presenting a threat to public safety,  
16 and which is also specifically referenced in Paragraph 45 of the FAC. Gaps in the roof have  
17 resulted in infiltration of rainwater and the interior has flooded due to pooling of rainwater, which  
18 is also covered under Paragraph 45 of the FAC. Additionally, there are reasonably deep, open  
19 trenches on the property that have remained without any work associated with them since before  
20 the original complaint was filed. Such open trenches are a threat to public health and safety by  
21 virtue of the Property appearing completely vacant, and even abandoned due to its long-standing  
22 state of partially completed construction amounting to an attractive nuisance, which is also  
23 covered by Health & Safety Code § 17920.3 and referenced in Paragraph 45 of the FAC.  
24 Additionally, the accumulation of dried vegetation, trash, litter and debris all contribute to a fire  
25 hazard. Each and every condition stated in this response is a nuisance, and therefore covered under  
26 Health & Safety Code § 17920.3(c).

27           Discovery and investigation is ongoing and Responding Party reserves the right to  
28 supplement and amend this response as necessary.

1 **SPECIAL INTERROGATORY NO. 4: (on page 23)**

2 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
3 Code section 17920.3( c), as referenced in paragraph 45 of the First Amended Complaint, existing  
4 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed *through*  
5 *the date on which Responding Party's Responses are served*, which Responding Party contends  
6 "endangers the life, limb, health, property, safety or welfare of the public."

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

8 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
9 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
10 request has either already been produced or is equally available to the propounding party, who has  
11 greater access to the SUBJECT PARTY than Responding Party. (See Code of Civ. Proc., §  
12 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

13 Subject to and without waiving the above objections, Responding Party responds as  
14 follows:

- 15 ○ Notice of Violation issued on March 22, 2023
- 16 ○ Notice of Violation issued on March, 27, 2023
- 17 ○ Notice of Violation issued on March 28, 2023
- 18 ○ Notice of Violation issued on October 4, 2023.
- 19 ○ Administrative Citations referencing illicit discharge dated: February 23, 2023;  
20 March 22, 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30,  
21 2023; April 5, 2023; April 6, 2023; April 10, 2023; April 11,2023; April 12, 2023;  
22 April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; and on April 20,  
23 2023.
- 24 ○ Photographs of SUBJECT PROPERTY from on or about September 4, 2024.
- 25 ○ Photographs of SUBJECT PROPERTY from on or about December 3, 2024.
- 26 ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.

27 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
28 and/or supplement this response as necessary.

1 **SPECIAL INTERROGATORY NO. 5: (on page 24)**

2 Please IDENTIFY each and every person with knowledge of each violation of Health &  
3 Safety Code section 17920.3( c), as referenced in paragraph 45 of the First Amended Complaint,  
4 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
5 through the date on which Responding Party’s Responses are served, which Plaintiffs contend  
6 “endangers the life, limb, health, property, safety or welfare of the public.”

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

8 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
9 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
10 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
11 (c); and Alpine Mutual Water Co. v. Superior Court (1968) 259 Cal.App.2d 45.)

12 Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

- 14 ○ Rey Lozano – Senior Code Enforcement Officer – may be contacted through  
15 counsel.
- 16 ○ Dennis Tarango – Building Official – may be contacted through counsel.
- 17 ○ Defendant Edward Chan
- 18 ○ Defendant Howard Chan

19 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
20 and/or supplement this response as necessary.

21 **SPECIAL INTERROGATORY NO. 217: (on page 24)**

22 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
23 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3(e), as  
24 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
25 PROPERTY on the date that the First Amended Complaint was filed, and which “endangers the  
26 life, limb, health, property, safety or welfare of the public.”

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 217:**

28 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for

1 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
2 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
3 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
7 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
8 resulted in numerous code violations and this lawsuit. Their code violations include illicit  
9 discharge of materials into storm drains, overgrown vegetation, unsightly property, filth, rubbish,  
10 stagnant water, trash, litter, and failure to control pollutants. All of these conditions negatively  
11 impact and endanger the health and safety of residents and the general public.

12 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
13 and/or supplement this response as necessary.

14 **SPECIAL INTERROGATORY NO. 218: (on page 24)**

15 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
16 of Health & Safety Code section 17920.3(e), as referenced in paragraph 45 of the First Amended  
17 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories  
18 were served through the date on which Responding Party's Responses are served, which Plaintiffs  
19 contend "endangers the life, limb, health, property, safety or welfare of the public."

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 218:**

21 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
22 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
23 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
24 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

25 Subject to and without waiving the above objections, Responding Party responds as  
26 follows:

27 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
28 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has

1 resulted in numerous code violations and this lawsuit. Their code violations include illicit  
2 discharge of materials into storm drains, overgrown vegetation, unsightly property, filth, rubbish,  
3 stagnant water, trash, litter, and failure to control pollutants. All of these conditions negatively  
4 impact and endanger the health and safety of residents and the general public.

5 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
6 and/or supplement this response as necessary

7 **SPECIAL INTERROGATORY NO. 215: (bottom of 24, to top of 25)**

8 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
9 from the date that these Special Interrogatories were served through the date on which Responding  
10 Party's Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
11 section 17920.3(e), please state with specificity how each such condition "endangers the life, limb,  
12 health, property, safety or welfare of the public."

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 215:**

14 Objection. Defendant Edward Chan's Special Interrogatories, Set 2, fails to comply to  
15 Code of Civil Procedure section 2030.060(a), which states: "A party propounding interrogatories  
16 shall number each set of interrogatories consecutively." Specifically, an interrogatory labeled as  
17 "Special Interrogatory No. 215" first appears in sequential order at the bottom of page 23 of  
18 Defendant Edward Chan's Special Interrogatories, Set 2. However, another interrogatory labeled  
19 as "Special Interrogatory No. 215" appears non-sequentially later in Defendant Edward Chan's  
20 Special Interrogatories, Set 2, on page 25. Responding Party was able to accommodate Defendant  
21 Chan's violation of Code of Civil Procedure section 2030.060(a) involving the absence of  
22 Interrogatory No. 172, because simply skipping that number does not create any undue confusion  
23 or ambiguity with responses to subsequent interrogatories. However, interrogatories that repeat  
24 the same number invites the very confusion and ambiguity that the sequential numbering mandate  
25 of the Code of Civil Procedure seeks to avoid. Accordingly, Responding Party will not respond to  
26 this interrogatory or any other that is labeled with the same number as a prior interrogatory.

27 **SPECIAL INTERROGATORY NO. 216: (on page 25 – REPEATED NUMBER)**

28 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety

1 Code section 17920.3(e), as referenced in paragraph 45 of the First Amended Complaint, existing  
2 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through  
3 the date on which Responding Party's Responses are served, which Plaintiffs contend "endangers  
4 the life, limb, health, property, safety or welfare of the public."

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 216: (on page 25 - REPEATED)**

6 Objection. Defendant Edward Chan's Special Interrogatories, Set 2, fails to comply to  
7 Code of Civil Procedure section 2030.060(a), which states: "A party propounding interrogatories  
8 shall number each set of interrogatories consecutively." Specifically, an interrogatory labeled as  
9 "Special Interrogatory No. 216" first appears in sequential order on of page 24 of Defendant  
10 Edward Chan's Special Interrogatories, Set 2. However, another interrogatory labeled as "Special  
11 Interrogatory No. 216" appears non-sequentially later in Defendant Edward Chan's Special  
12 Interrogatories, Set 2, on page 25. Responding Party was able to accommodate Defendant Chan's  
13 violation of Code of Civil Procedure section 2030.060(a) involving the absence of Interrogatory  
14 No. 172, because simply skipping that number does not create any undue confusion or ambiguity  
15 with responses to subsequent interrogatories. However, interrogatories that repeat the same  
16 number invites the very confusion and ambiguity that the sequential numbering mandate of the  
17 Code of Civil Procedure seeks to avoid. Accordingly, Responding Party will not respond to this  
18 interrogatory or any other that is labeled with the same number as a prior interrogatory.

19 **SPECIAL INTERROGATORY NO. 217: (on page 25 - REPEATED)**

20 Please IDENTIFY each and every person with knowledge of each violation of Health &  
21 Safety Code section 17920.3(e), as referenced in paragraph 45 of the First Amended Complaint,  
22 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
23 through the date on which Responding Party's Responses are served, which Plaintiffs contend  
24 "endangers the life, limb, health, property, safety or welfare of the public."

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 217:**

26 Objection. Defendant Edward Chan's Special Interrogatories, Set 2, fails to comply to  
27 Code of Civil Procedure section 2030.060(a), which states: "A party propounding interrogatories  
28 shall number each set of interrogatories consecutively." Specifically, an interrogatory labeled as

1 “Special Interrogatory No. 217” first appears in sequential order on of page 24 of Defendant  
2 Edward Chan’s Special Interrogatories, Set 2. However, another interrogatory labeled as “Special  
3 Interrogatory No. 217” appears non-sequentially later in Defendant Edward Chan’s Special  
4 Interrogatories, Set 2, on page 25. Responding Party was able to accommodate Defendant Chan’s  
5 violation of Code of Civil Procedure section 2030.060(a) involving the absence of Interrogatory  
6 No. 172, because simply skipping that number does not create any undue confusion or ambiguity  
7 with responses to subsequent interrogatories. However, interrogatories that repeat the same  
8 number invites the very confusion and ambiguity that the sequential numbering mandate of the  
9 Code of Civil Procedure seeks to avoid. Accordingly, Responding Party will not respond to this  
10 interrogatory or any other that is labeled with the same number as a prior interrogatory.

11 **SPECIAL INTERROGATORY NO. 218: (on page 25 - REPEATED)**

12 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
13 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3( g), as  
14 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
15 PROPERTY on the date that the First Amended Complaint was filed, and which “endangers the  
16 life, limb, health, property, safety or welfare of the public.”

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 218:**

18 Objection. Defendant Edward Chan’s Special Interrogatories, Set 2, fails to comply to  
19 Code of Civil Procedure section 2030.060(a), which states: “A party propounding interrogatories  
20 shall number each set of interrogatories consecutively.” Specifically, an interrogatory labeled as  
21 “Special Interrogatory No. 218” first appears in sequential order on of page 24 of Defendant  
22 Edward Chan’s Special Interrogatories, Set 2. However, another interrogatory labeled as “Special  
23 Interrogatory No. 218” appears non-sequentially later in Defendant Edward Chan’s Special  
24 Interrogatories, Set 2, on page 25. Responding Party was able to accommodate Defendant Chan’s  
25 violation of Code of Civil Procedure section 2030.060(a) involving the absence of Interrogatory  
26 No. 172, because simply skipping that number does not create any undue confusion or ambiguity  
27 with responses to subsequent interrogatories. However, interrogatories that repeat the same  
28 number invites the very confusion and ambiguity that the sequential numbering mandate of the

1 Code of Civil Procedure seeks to avoid. Accordingly, Responding Party will not respond to this  
2 interrogatory or any other that is labeled with the same number as a prior interrogatory.

3 **SPECIAL INTERROGATORY NO. 219:**

4 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
5 of Health & Safety Code section 17920.3(g), as referenced in paragraph 45 of the First Amended  
6 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories  
7 were served through the date on which Responding Party's Responses are served, which Plaintiffs  
8 contend "endangers the life, limb, health, property, safety or welfare of the public."

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 219:**

10 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
11 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
12 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
13 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
14 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
15 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
16 for context and continuity.

17 Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

19 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
20 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
21 17920.3(g). The fact various sections of the MPMC and Health and Safety Code appear in the  
22 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
23 be included for context and continuity.

24 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
25 and/or supplement this response as necessary.

26 **SPECIAL INTERROGATORY NO. 220:**

27 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
28 from the date that these Special Interrogatories were served through the date on which Responding

1 Party's Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
2 section 17920.3(g), please state with specificity how each such "endangers the life, limb, health,  
3 property, safety or welfare of the public."

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 220:**

5 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
6 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
7 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
8 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
9 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
10 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
11 for context and continuity.

12 Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

14 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
15 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
16 17920.3(g). The fact various sections of the MPMC and Health and Safety Code appear in the  
17 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
18 be included for context and continuity.

19 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
20 and/or supplement this response as necessary.

21 **SPECIAL INTERROGATORY NO. 221:**

22 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
23 Code section 17920.3(g), as referenced in paragraph 45 of the First Amended Complaint, existing  
24 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through  
25 the date on which Responding Party's Responses are served, which Plaintiffs contend "endangers  
26 the life, limb, health, property, safety or welfare of the public."

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 221:**

28 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for

1 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
2 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
3 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
4 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
5 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
6 for context and continuity.

7 Subject to and without waiving the above objections, Responding Party responds as  
8 follows:

9 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
10 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
11 17920.3(g). The fact various sections of the MPMC and Health and Safety Code appear in the  
12 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
13 be included for context and continuity.

14 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
15 and/or supplement this response as necessary.

16 **SPECIAL INTERROGATORY NO. 222:**

17 Please IDENTIFY each and every person with knowledge of each violation of Health &  
18 Safety Code section 17920.3(g), as referenced in paragraph 45 of the First Amended Complaint,  
19 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
20 through the date on which Responding Party's Responses are served, which Plaintiffs contend  
21 "endangers the life, limb, health, property, safety or welfare of the public."

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 222:**

23 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
24 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
25 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
26 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
27 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
28 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included

1 for context and continuity.

2 Subject to and without waiving the above objections, Responding Party responds as  
3 follows:

4 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
5 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
6 17920.3(g). The fact various sections of the MPMC and Health and Safety Code appear in the  
7 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
8 be included for context and continuity.

9 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
10 and/or supplement this response as necessary.

11 **SPECIAL INTERROGATORY NO. 223:**

12 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
13 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3(g)(2), as  
14 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
15 PROPERTY on the date that the First Amended Complaint was filed, and which “endangers the  
16 life, limb, health, property, safety or welfare of the public.”

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 223:**

18 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
19 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
20 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
21 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
22 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
23 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
24 for context and continuity.

25 Subject to and without waiving the above objections, Responding Party responds as  
26 follows:

27 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
28 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section

1 17920.3(g)(2). The fact various sections of the MPMC and Health and Safety Code appear in the  
2 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
3 be included for context and continuity.

4 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
5 and/or supplement this response as necessary.

6 **SPECIAL INTERROGATORY NO. 224:**

7 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
8 from the date that these Special Interrogatories were served through the date on which Responding  
9 Party's Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
10 section 17920.3(g)(2), please state with specificity how each such "endangers the life, limb,  
11 health, property, safety or welfare of the public."

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 224:**

13 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
14 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
15 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
16 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
17 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
18 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
19 for context and continuity.

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
23 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
24 17920.3(g)(2). The fact various sections of the MPMC and Health and Safety Code appear in the  
25 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
26 be included for context and continuity.

27 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
28 and/or supplement this response as necessary.

1 **SPECIAL INTERROGATORY NO. 225:**

2 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
3 Code section 17920.3(g)(2), as referenced in paragraph 45 of the First Amended Complaint,  
4 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
5 through the date on which Responding Party's Responses are served, which Plaintiffs contend  
6 "endangers the life, limb, health, property, safety or welfare of the public."

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 225:**

8 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
9 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
10 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
11 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
12 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
13 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
14 for context and continuity.

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

17 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
18 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
19 17920.3(g)(2). The fact various sections of the MPMC and Health and Safety Code appear in the  
20 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
21 be included for context and continuity.

22 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
23 and/or supplement this response as necessary.

24 **SPECIAL INTERROGATORY NO. 226:**

25 Please IDENTIFY each and every person with knowledge of each violation of Health &  
26 Safety Code section 17920.3(g)(2), as referenced in paragraph 45 of the First Amended  
27 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
28 Complaint was filed through the date on which Responding Party's Responses are served, which

1 Plaintiffs contend “endangers the life, limb, health, property, safety or welfare of the public.”

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 226:**

3           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
4 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
5 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
6 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
7 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
8 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
9 for context and continuity.

10           Subject to and without waiving the above objections, Responding Party responds as  
11 follows:

12           Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
13 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
14 17920.3(g)(2). The fact various sections of the MPMC and Health and Safety Code appear in the  
15 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
16 be included for context and continuity.

17           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
18 and/or supplement this response as necessary.

19 **SPECIAL INTERROGATORY NO. 227:**

20           Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
21 of Health & Safety Code section 17920.3(g)(3), as referenced in paragraph 45 of the First  
22 Amended Complaint, existing at the SUBJECT PROPERTY from the date that these Special  
23 Interrogatories were served through the date on which Responding Party’s Responses are served,  
24 which Plaintiffs contend “endangers the life, limb, health, property, safety or welfare of the  
25 public.”

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 227:**

27           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
28 legal conclusion. Calls for premature expert opinion. The information sought in this discovery

1 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
2 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
3 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
4 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
5 for context and continuity.

6 Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
9 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
10 17920.3(g)(3). The fact various sections of the MPMC and Health and Safety Code appear in the  
11 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
12 be included for context and continuity.

13 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
14 and/or supplement this response as necessary.

15 **SPECIAL INTERROGATORY NO. 228:**

16 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
17 from the date that these Special Interrogatories were served through the date on which Responding  
18 Party's Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
19 section 17920.3(g)(3), please state with specificity how each such condition "endangers the life,  
20 limb, health, property, safety or welfare of the public."

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 228:**

22 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
23 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
24 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
25 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
26 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
27 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
28 for context and continuity.

1 Subject to and without waiving the above objections, Responding Party responds as  
2 follows:

3 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
4 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
5 17920.3(g)(3). The fact various sections of the MPMC and Health and Safety Code appear in the  
6 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
7 be included for context and continuity.

8 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
9 and/or supplement this response as necessary.

10 **SPECIAL INTERROGATORY NO. 229:**

11 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
12 Code section 17920.3(g)(3), as referenced in paragraph 45 of the First Amended Complaint,  
13 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
14 through the date on which Responding Party's Responses are served, which Plaintiffs contend  
15 "endangers the life, limb, health, property, safety or welfare of the public."

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 229:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
21 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
22 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
23 for context and continuity.

24 Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

26 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
27 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
28 17920.3(g)(3). The fact various sections of the MPMC and Health and Safety Code appear in the

1 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
2 be included for context and continuity.

3 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
4 and/or supplement this response as necessary.

5 **SPECIAL INTERROGATORY NO. 230:**

6 Please IDENTIFY each and every person with knowledge of each violation of Health &  
7 Safety Code section 17920.3(g)(3), as referenced in paragraph 45 of the First Amended  
8 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
9 Complaint was filed through the date on which Responding Party's Responses are served, which  
10 Plaintiffs contend "endangers the life, limb, health, property, safety or welfare of the public."

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 230:**

12 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
13 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
14 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
15 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
16 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
17 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
18 for context and continuity.

19 Subject to and without waiving the above objections, Responding Party responds as  
20 follows:

21 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
22 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
23 17920.3(g)(3). The fact various sections of the MPMC and Health and Safety Code appear in the  
24 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
25 be included for context and continuity.

26 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
27 and/or supplement this response as necessary.

28

1 **SPECIAL INTERROGATORY NO. 231:**

2 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
3 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3(g)(4), as  
4 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
5 PROPERTY on the date that the First Amended Complaint was filed, and which “endangers the  
6 life, limb, health, property, safety or welfare of the public.”

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 231:**

8 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
9 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
10 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
11 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
12 various sections of the MPMC and Health & Safety Code appear in the FAC as recitations of law  
13 generally does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
14 any of its subsection, but are provided for context or continuity.

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

17 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
18 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
19 17920.3(g)(3). The fact various Health & Safety Code sections and their subsections appear in the  
20 FAC as recitations of law generally does not necessarily mean the SUBJECT PROPERTY is in  
21 violation of that section or any of its subsections.

22 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
23 and/or supplement this response as necessary.

24 **SPECIAL INTERROGATORY NO. 232:**

25 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
26 of Health & Safety Code section 17920.3(g)(4), as referenced in paragraph 45 of the First  
27 Amended Complaint, existing at the SUBJECT PROPERTY from the date that these Special  
28 Interrogatories were served through the date on which Responding Party’s Responses are served,

1 which Plaintiffs contend “endangers the life, limb, health, property, safety or welfare of the  
2 public.”

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 232:**

4           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
5 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
6 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
7 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
8 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
9 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
10 for context and continuity.

11           Subject to and without waiving the above objections, Responding Party responds as  
12 follows:

13           Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
14 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
15 17920.3(g)(3). The fact various sections of the MPMC and Health and Safety Code appear in the  
16 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
17 be included for context and continuity.

18           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
19 and/or supplement this response as necessary.

20 **SPECIAL INTERROGATORY NO. 233:**

21           For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
22 from the date that these Special Interrogatories were served through the date on which Responding  
23 Party’s Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
24 section 17920.3(c)(4), please state with specificity how each such condition “endangers the life,  
25 limb, health, property, safety or welfare of the public.”

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 233:**

27           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
28 legal conclusion. Calls for premature expert opinion. The information sought in this discovery

1 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
2 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, there is  
3 no reference in paragraph 45 of the FAC to a “Health & Safety Code section 17920.3(c)(4),” nor  
4 does that section exist in the Health & Safety Code. While Responding Party has made reasonable  
5 inferences and responded to other interrogatories herein with errors in the code sections  
6 referenced, Responding Party is unable to reasonably infer what code section Defendant Edward  
7 Chan intended this interrogatory to refer to, particularly where it appears to be identically verbatim  
8 to a prior interrogatory, except that it refers to “section 17920.3(c)” rather than “section  
9 17920.3(c)(4)”.

10 **SPECIAL INTERROGATORY NO. 234:**

11 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
12 Code section 17920.3(c)(4), as referenced in paragraph 45 of the First Amended Complaint,  
13 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
14 through the date on which Responding Party’s Responses are served, which Plaintiffs contend  
15 “endangers the life, limb, health, property, safety or welfare of the public.”

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 234:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, there is  
21 no reference in paragraph 45 of the FAC to a “Health & Safety Code section 17920.3(c)(4),” nor  
22 does that section exist in the Health & Safety Code. While Responding Party has made reasonable  
23 inferences and responded to other interrogatories herein with errors in the code sections  
24 referenced, Responding Party is unable to reasonably infer what code section Defendant Edward  
25 Chan intended this interrogatory to refer to, particularly where it appears to be identically verbatim  
26 to a prior interrogatory, except that it refers to “section 17920.3(c)” rather than “section  
27 17920.3(c)(4)”.

28

1 **SPECIAL INTERROGATORY NO. 235:**

2 Please IDENTIFY each and every person with knowledge of each violation of Health &  
3 Safety Code section 17920.3(c)(4), as referenced in paragraph 45 of the First Amended Complaint,  
4 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
5 through the date on which Responding Party's Responses are served, which Plaintiffs contend  
6 "endangers the life, limb, health, property, safety or welfare of the public."

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 235:**

8 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
9 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
10 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
11 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, there is  
12 no reference in paragraph 45 of the FAC to a "Health & Safety Code section 17920.3(c)(4)," nor  
13 does that section exist in the Health & Safety Code. While Responding Party has made reasonable  
14 inferences and responded to other interrogatories herein with errors in the code sections  
15 referenced, Responding Party is unable to reasonably infer what code section Defendant Edward  
16 Chan intended this interrogatory to refer to, particularly where it appears to be identically verbatim  
17 to a prior interrogatory, except that it refers to "section 17920.3(c)" rather than "section  
18 17920.3(c)(4)".

19 **SPECIAL INTERROGATORY NO. 236:**

20 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
21 of Health & Safety Code section 17920.3(h), as referenced in paragraph 45 of the First Amended  
22 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories  
23 were served through the date on which Responding Party's Responses are served, which Plaintiffs  
24 contend "endangers the life, limb, health, property, safety or welfare of the public."

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 236:**

26 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
27 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
28 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.

1 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
2 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
3 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
4 for context and continuity.

5 Subject to and without waiving the above objections, Responding Party responds as  
6 follows:

7 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
8 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
9 17920.3(h). The fact various sections of the MPMC and Health and Safety Code appear in the  
10 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
11 be included for context and continuity.

12 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
13 and/or supplement this response as necessary.

14 **SPECIAL INTERROGATORY NO. 237:**

15 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
16 from the date that these Special Interrogatories were served through the date on which Responding  
17 Party's Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
18 section 17920.3(h), please state with specificity how each such condition "endangers the life, limb,  
19 health, property, safety or welfare of the public."

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 237:**

21 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
22 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
23 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
24 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
25 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
26 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
27 for context and continuity.

28 Subject to and without waiving the above objections, Responding Party responds as

1 follows:

2 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
3 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
4 17920.3(h). The fact various sections of the MPMC and Health and Safety Code appear in the  
5 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
6 be included for context and continuity.

7 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
8 and/or supplement this response as necessary.

9 **SPECIAL INTERROGATORY NO. 238:**

10 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
11 Code section 17920.3(h), as referenced in paragraph 45 of the First Amended Complaint, existing  
12 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through  
13 the date on which Responding Party's Responses are served, which Plaintiffs contend "endangers  
14 the life, limb, health, property, safety or welfare of the public."

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 238:**

16 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
17 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
18 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
19 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
20 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
21 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
22 for context and continuity.

23 Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

25 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
26 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
27 17920.3(h). The fact various sections of the MPMC and Health and Safety Code appear in the  
28 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may

1 be included for context and continuity.

2 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
3 and/or supplement this response as necessary.

4 **SPECIAL INTERROGATORY NO. 239:**

5 Please IDENTIFY each and every person with knowledge of each violation of Health &  
6 Safety Code section 17920.3(h), as referenced in paragraph 45 of the First Amended Complaint,  
7 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
8 through the date on which Responding Party's Responses are served, which Plaintiffs contend  
9 "endangers the life, limb, health, property, safety or welfare of the public."

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 239:**

11 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
12 legal Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for legal  
13 conclusion. Calls for premature expert opinion. The information sought in this discovery request is  
14 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
15 *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact various  
16 sections of the MPMC and Health and Safety Code appear in the FAC does not necessarily mean  
17 the SUBJECT PROPERTY is in violation of that section, but may be included for context and  
18 continuity.

19 Subject to and without waiving the above objections, Responding Party responds as  
20 follows:

21 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
22 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
23 17920.3(h). The fact various sections of the MPMC and Health and Safety Code appear in the  
24 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
25 be included for context and continuity.

26 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
27 and/or supplement this response as necessary.

28

1 **SPECIAL INTERROGATORY NO. 240:**

2 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
3 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3(I), as  
4 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
5 PROPERTY on the date that the First Amended Complaint was filed, and which “endangers the  
6 life, limb, health, property, safety or welfare of the public.”

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 240:**

8 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
9 legal Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for legal  
10 conclusion. Calls for premature expert opinion. The information sought in this discovery request is  
11 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
12 *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact various  
13 sections of the MPMC and Health and Safety Code appear in the FAC does not necessarily mean  
14 the SUBJECT PROPERTY is in violation of that section, but may be included for context and  
15 continuity.

16 Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

18 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
19 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
20 17920.3(i). The fact various sections of the MPMC and Health and Safety Code appear in the  
21 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
22 be included for context and continuity.

23 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
24 and/or supplement this response as necessary.

25 **SPECIAL INTERROGATORY NO. 241:**

26 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
27 of Health & Safety Code section 17920.3(I), as referenced in paragraph 45 of the First Amended  
28 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories

1 were served through the date on which Responding Party's Responses are served, which Plaintiffs  
2 contend "endangers the life, limb, health, property, safety or welfare of the public."

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 241:**

4 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
5 legal Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for legal  
6 conclusion. Calls for premature expert opinion. The information sought in this discovery request is  
7 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
8 *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact various  
9 sections of the MPMC and Health and Safety Code appear in the FAC does not necessarily mean  
10 the SUBJECT PROPERTY is in violation of that section, but may be included for context and  
11 continuity.

12 Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

14 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
15 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
16 17920.3(i). The fact various sections of the MPMC and Health and Safety Code appear in the  
17 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
18 be included for context and continuity.

19 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
20 and/or supplement this response as necessary.

21 **SPECIAL INTERROGATORY NO. 242:**

22 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
23 from the date that these Special Interrogatories were served through the date on which Responding  
24 Party's Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
25 section 17920.3(I), please state with specificity how each such condition "endangers the life, limb,  
26 health, property, safety or welfare of the public."

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 242:**

28 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for

1 legal Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for legal  
2 conclusion. Calls for premature expert opinion. The information sought in this discovery request is  
3 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
4 *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact various  
5 sections of the MPMC and Health and Safety Code appear in the FAC does not necessarily mean  
6 the SUBJECT PROPERTY is in violation of that section, but may be included for context and  
7 continuity.

8 Subject to and without waiving the above objections, Responding Party responds as  
9 follows:

10 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
11 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
12 17920.3(i). The fact various sections of the MPMC and Health and Safety Code appear in the  
13 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
14 be included for context and continuity.

15 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
16 and/or supplement this response as necessary.

17 **SPECIAL INTERROGATORY NO. 243:**

18 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
19 Code section 17920.3(I), as referenced in paragraph 45 of the First Amended Complaint, existing  
20 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through  
21 the date on which Responding Party’s Responses are served, which Plaintiffs contend “endangers  
22 the life, limb, health, property, safety or welfare of the public.”

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 243:**

24 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
25 legal Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for legal  
26 conclusion. Calls for premature expert opinion. The information sought in this discovery request is  
27 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
28 *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact various

1 sections of the MPMC and Health and Safety Code appear in the FAC does not necessarily mean  
2 the SUBJECT PROPERTY is in violation of that section, but may be included for context and  
3 continuity.

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
7 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
8 17920.3(i). The fact various sections of the MPMC and Health and Safety Code appear in the  
9 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
10 be included for context and continuity.

11 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
12 and/or supplement this response as necessary.

13 **SPECIAL INTERROGATORY NO. 244:**

14 Please IDENTIFY each and every person with knowledge of each violation of Health &  
15 Safety Code section 17920.3(I), as referenced in paragraph 45 of the First Amended Complaint,  
16 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
17 through the date on which Responding Party's Responses are served, which Plaintiffs contend  
18 "endangers the life, limb, health, property, safety or welfare of the public."

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 244:**

20 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
21 legal Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for legal  
22 conclusion. Calls for premature expert opinion. The information sought in this discovery request is  
23 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
24 *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact various  
25 sections of the MPMC and Health and Safety Code appear in the FAC does not necessarily mean  
26 the SUBJECT PROPERTY is in violation of that section, but may be included for context and  
27 continuity.

28 Subject to and without waiving the above objections, Responding Party responds as

1 follows:

2 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
3 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
4 17920.3(i). The fact various sections of the MPMC and Health and Safety Code appear in the  
5 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
6 be included for context and continuity.

7 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
8 and/or supplement this response as necessary.

9 **SPECIAL INTERROGATORY NO. 245:**

10 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
11 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3(j), as  
12 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
13 PROPERTY on the date that the First Amended Complaint was filed, and which “endangers the  
14 life, limb, health, property, safety or welfare of the public.”

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 245:**

16 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
17 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
18 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
19 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 **Notice of Violation issued on October 4, 2023**

23 MPMC 4.30.050(j) – Overgrown vegetation - Any overgrown, dead, decayed,  
24 diseased or hazardous tree, weeds, vegetation, or debris which: (1) May harbor rats vermin, or  
25 other disease carriers, (2) Is maintained so as to cause an obstruction to the vision of motorists or  
26 a hazardous condition to pedestrians or vehicle traffic, (3) Constitutes an unsightly appearance, (4)  
27 Creates a danger or attractive nuisance to the public, (5) Causes detriment to neighboring  
28 properties or property values, or (6) Constitutes a fire hazard. The photographs contained in this

1 notice of violation shows the SUBJECT PROPERTY with overgrown vegetation.

2 Further, the property continues to have an accumulation of weeds, vegetation, junk, dead  
3 organic matter, and debris, which constitutes a fire hazard and would amount to an illicit discharge  
4 if carried by water from the SUBJECT PROPERTY and into the public right-of-way and storm  
5 drain system, as depicted in photographs taken on or about September 4, 2024, and on December  
6 3, 2024. Such threats of fire and pollution “endangers the life, limb, health, property, safety or  
7 welfare of the public.”

8 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
9 and/or supplement this response as necessary.

10 **SPECIAL INTERROGATORY NO. 246:**

11 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
12 of Health & Safety Code section 17920.3(j), as referenced in paragraph 45 of the First Amended  
13 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories  
14 were served through the date on which Responding Party’s Responses are served, which Plaintiffs  
15 contend “endangers the life, limb, health, property, safety or welfare of the public.”

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 246:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

21 Subject to and without waiving the above objections, Responding Party responds as  
22 follows:

23 **Notice of Violation issued on October 4, 2023**

24 MPMC 4.30.050(j) – Overgrown vegetation - Any overgrown, dead, decayed,  
25 diseased or hazardous tree, weeds, vegetation, or debris which: (1) May harbor rats vermin, or  
26 other disease carriers, (2) Is maintained so as to cause an obstruction to the vision of motorists or  
27 a hazardous condition to pedestrians or vehicle traffic, (3) Constitutes an unsightly appearance, (4)  
28 Creates a danger or attractive nuisance to the public, (5) Causes detriment to neighboring

1 properties or property values, or (6) Constitutes a fire hazard. The photographs contained in this  
2 notice of violation shows the SUBJECT PROPERTY with overgrown vegetation.

3 Further, the property continues to have an accumulation of weeds, vegetation, junk, dead  
4 organic matter, and debris, which constitutes a fire hazard and would amount to an illicit discharge  
5 if carried by water from the SUBJECT PROPERTY and into the public right-of-way and storm  
6 drain system, as depicted in photographs taken on or about September 4, 2024, and on December  
7 3, 2024. Such threats of fire and pollution “endangers the life, limb, health, property, safety or  
8 welfare of the public.”

9 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
10 and/or supplement this response as necessary.

11 **SPECIAL INTERROGATORY NO. 247:**

12 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
13 from the date that these Special Interrogatories were served through the date on which Responding  
14 Party’s Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
15 section 17920.3(j), please state with specificity how each such “endangers the life, limb, health,  
16 property, safety or welfare of the public.”

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 247:**

18 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
19 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
20 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
21 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

22 Subject to and without waiving the above objections, Responding Party responds as  
23 follows:

24 **Notice of Violation issued on October 4, 2023**

25 MPMC 4.30.050(j) – Overgrown vegetation - Any overgrown, dead, decayed,  
26 diseased or hazardous tree, weeds, vegetation, or debris which: (1) May harbor rats vermin, or  
27 other disease carriers, (2) Is maintained so as to cause an obstruction to the vision of motorists or  
28 a hazardous condition to pedestrians or vehicle traffic, (3) Constitutes an unsightly appearance, (4)

1 Creates a danger or attractive nuisance to the public, (5) Causes detriment to neighboring  
2 properties or property values, or (6) Constitutes a fire hazard. The photographs contained in this  
3 notice of violation shows the SUBJECT PROPERTY with overgrown vegetation.

4 Further, the property continues to have an accumulation of weeds, vegetation, junk, dead  
5 organic matter, and debris, which constitutes a fire hazard and would amount to an illicit discharge  
6 if carried by water from the SUBJECT PROPERTY and into the public right-of-way and storm  
7 drain system, as depicted in photographs taken on or about September 4, 2024, and on December  
8 3, 2024. Such threats of fire and pollution “endangers the life, limb, health, property, safety or  
9 welfare of the public.”

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 248:**

13 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
14 Code section 17920.3(j), as referenced in paragraph 45 of the First Amended Complaint, existing  
15 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through  
16 the date on which Responding Party’s Responses are served, which Plaintiffs contend “endangers  
17 the life, limb, health, property, safety or welfare of the public.”

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 248:**

19 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
20 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
21 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
22 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

23 Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

- 25 ○ Notice of Violation issued on October 4, 2023.
- 26 ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.
- 27 ○ Photographs of SUBJECT PROPERTY taken on or about September 4, 2024.
- 28 ○ Photographs of SUBJECT PROPERTY taken on or about December 3, 2024.

1 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
2 and/or supplement this response as necessary.

3 **SPECIAL INTERROGATORY NO. 249:**

4 Please IDENTIFY each and every person with knowledge of each violation of Health &  
5 Safety Code section 17920.3(j), as referenced in paragraph 45 of the First Amended Complaint,  
6 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
7 through the date on which Responding Party's Responses are served, which Plaintiffs contend  
8 "endangers the life, limb, health, property, safety or welfare of the public."

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 249:**

10 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
11 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
12 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
13 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

14 Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

- 16 ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
17 may be contacted through counsel)
- 18 ○ Defendant Edward Chan
- 19 ○ Defendant Howard Chan

20 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
21 and/or supplement this response as necessary

22 **SPECIAL INTERROGATORY NO. 250:**

23 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing at  
24 the SUBJECT PROPERTY on the date that the First Amended Complaint was filed, which poses  
25 "an imminent and substantial danger to life and safety" as referenced in paragraph 46 of the First  
26 Amended Complaint.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 250:**

28 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for

1 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
2 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
3 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
7 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
8 resulted in numerous code violations and this lawsuit that includes conditions amounting to an  
9 “imminent and substantial danger to life and safety, as described in Health & Safety Code §  
10 17980.6”. Such conditions observed at the SUBJECT PROPERTY generally include illicit  
11 discharge of water runoff from the PROPERTY into the public storm drain system that can carry  
12 with it filth, rubbish, trash, litter, and other pollutants. Such conditions negatively impact and  
13 endanger the health and safety of the general public in that unpermitted substances entering storm  
14 drain systems are known to pollute the environment and create health risks to the public. Public  
15 entities like the City are closely regulated by State and Federal laws to protect the environment  
16 and public safety from unpermitted runoff. Further, the interior of the structure remains in a state  
17 of partial construction with piles of combustible junk and debris and without the benefit of fire  
18 protection systems due to incomplete construction. The accumulation of dried vegetation, trash,  
19 litter and debris also contribute to a fire hazard. Additionally, there are reasonably deep, open  
20 trenches on the property that have remained without any work associated with them since before  
21 the original complaint was filed. Such open trenches are a threat to public health and safety by  
22 virtue of the Property appearing completely vacant, even abandoned, due to its long-standing state  
23 of partially completed construction without any work crews on sight to give the appearance of any  
24 human presence on site – and which invites trespassers as an attractive nuisance.

25 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
26 and/or supplement this response as necessary.

27 **SPECIAL INTERROGATORY NO. 251:**

28 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation

1 of Health & Safety Code section 17920.3( c), as referenced in paragraph 45 of the First Amended  
2 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories  
3 were served through the date on which Responding Party’s Responses are served, which poses “an  
4 imminent and substantial danger to life and safety” as referenced in paragraph 46 of the First  
5 Amended Complaint.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 251:**

7       Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
8 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
9 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
10 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

11       Subject to and without waiving the above objections, Responding Party responds as  
12 follows:

13       Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
14 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
15 resulted in numerous code violations and this lawsuit that includes conditions amounting to an  
16 “imminent and substantial danger to life and safety, as described in Health & Safety Code §  
17 17980.6”. Such conditions observed at the SUBJECT PROPERTY generally include illicit  
18 discharge of water runoff from the PROPERTY into the public storm drain system that can carry  
19 with it filth, rubbish, trash, litter, and other pollutants. Such conditions negatively impact and  
20 endanger the health and safety of the general public in that unpermitted substances entering storm  
21 drain systems are known to pollute the environment and create health risks to the public. Public  
22 entities like the City are closely regulated by State and Federal laws to protect the environment  
23 and public safety from unpermitted runoff. Further, the interior of the structure remains in a state  
24 of partial construction with piles of combustible junk and debris and without the benefit of fire  
25 protection systems due to incomplete construction. The accumulation of dried vegetation, trash,  
26 litter and debris also contribute to a fire hazard. Additionally, there are reasonably deep, open  
27 trenches on the property that have remained without any work associated with them since before  
28 the original complaint was filed. Such open trenches are a threat to public health and safety by

1 virtue of the Property appearing completely vacant, even abandoned, due to its long-standing state  
2 of partially completed construction without any work crews on sight to give the appearance of any  
3 human presence on site – and which invites trespassers as an attractive nuisance.

4 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
5 and/or supplement this response as necessary.

6 **SPECIAL INTERROGATORY NO. 252:**

7 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
8 from the date that these Requests were served through the date on which Responding Party’s  
9 Responses are served, which Plaintiffs contend poses “an imminent and substantial danger to life  
10 and safety,” as referenced in paragraph 46 of the Complaint, please state with specificity how each  
11 such condition constitutes “an imminent and substantial danger to life and safety.”

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 252:**

13 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
14 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
15 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
16 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

17 Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

19 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
20 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
21 resulted in numerous code violations and this lawsuit that includes conditions amounting to an  
22 “imminent and substantial danger to life and safety, as described in Health & Safety Code §  
23 17980.6”. Such conditions observed at the SUBJECT PROPERTY generally include illicit  
24 discharge of water runoff from the PROPERTY into the public storm drain system that can carry  
25 with it filth, rubbish, trash, litter, and other pollutants. Such conditions negatively impact and  
26 endanger the health and safety of the general public in that unpermitted substances entering storm  
27 drain systems are known to pollute the environment and create health risks to the public. Public  
28 entities like the City are closely regulated by State and Federal laws to protect the environment

1 and public safety from unpermitted runoff. Further, the interior of the structure remains in a state  
2 of partial construction with piles of combustible junk and debris and without the benefit of fire  
3 protection systems due to incomplete construction. The accumulation of dried vegetation, trash,  
4 litter and debris also contribute to a fire hazard. Additionally, there are reasonably deep, open  
5 trenches on the property that have remained without any work associated with them since before  
6 the original complaint was filed. Such open trenches are a threat to public health and safety by  
7 virtue of the Property appearing completely vacant, even abandoned, due to its long-standing state  
8 of partially completed construction without any work crews on sight to give the appearance of any  
9 human presence on site – and which invites trespassers as an attractive nuisance.

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 253:**

13 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
14 Code section 17980.6, as referenced in paragraph 46 of the First Amended Complaint, existing at  
15 the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through the  
16 date on which Responding Party’s Responses are served, which Plaintiffs contend “endangers the  
17 life, limb, health, property, safety or welfare of the public.”

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 253:**

19 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
20 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
21 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
22 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

23 Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

- 25 ○ Notice of Violation issued on October 4, 2023.
- 26 ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.
- 27 ○ Photographs of the SUBJECT PROPERTY taken on or about September 4, 2024.
- 28 ○ Photographs of the SUBJECT PROPERTY taken on or about December 3, 2024.

1 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
2 and/or supplement this response as necessary.

3 **SPECIAL INTERROGATORY NO. 254:**

4 Please IDENTIFY each and every person with knowledge of each violation of Health &  
5 Safety Code section 17980.6, as referenced in paragraph 46 of the First Amended Complaint,  
6 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
7 through the date on which Responding Party's Responses are served, which Plaintiffs contend  
8 "endangers the life, limb, health, property, safety or welfare of the public."

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 254:**

10 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
11 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
12 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
13 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

14 Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

- 16 ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
17 may be contacted through counsel).
- 18 ○ Defendant Edward Chan.
- 19 ○ Defendant Howard Chan.

20 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
21 and/or supplement this response as necessary.

22 **SPECIAL INTERROGATORY NO. 255:**

23 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing at  
24 the SUBJECT PROPERTY on the date that the First Amended Complaint was filed, which  
25 "would cause irreparable injury to be suffered by surrounding neighbors" if a receivership is not  
26 granted, as alleged in 46 of the First Amended Complaint.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 255:**

28 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for

1 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
2 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
3 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
7 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
8 resulted in numerous code violations and this lawsuit. Their code violations include illicit  
9 discharge of materials into storm drains, overgrown vegetation, unsightly property, filth, rubbish,  
10 stagnant water, trash, litter, and failure to control pollutants. All of these conditions negatively  
11 impact and endanger the health and safety of residents and the general public. Moreover, the blight  
12 on the SUBJECT PROPERTY diminished the value and business opportunities for the  
13 surrounding properties.

14 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
15 and/or supplement this response as necessary.

16 **SPECIAL INTERROGATORY NO. 256:**

17 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing at  
18 the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through the  
19 date on which Responding Party's Responses are served, which "would cause irreparable injury to  
20 be suffered by surrounding neighbors" if a receivership is not granted, as alleged in 46 of the First  
21 Amended Complaint.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 256:**

23 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
24 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
25 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
26 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

27 Subject to and without waiving the above objections, Responding Party responds as  
28 follows:

1 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
2 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
3 resulted in numerous code violations and this lawsuit that includes conditions amounting to an  
4 “imminent and substantial danger to life and safety, as described in Health & Safety Code §  
5 17980.6” including businesses and residences in the immediate vicinity. Such conditions observed  
6 at the SUBJECT PROPERTY generally include illicit discharge of water runoff from the  
7 PROPERTY into the public storm drain system that can carry with it filth, rubbish, trash, litter,  
8 and other pollutants. Such conditions negatively impact and endanger the health and safety of the  
9 general public in that unpermitted substances entering storm drain systems are known to pollute  
10 the environment and create health risks to the public. Public entities like the City are closely  
11 regulated by State and Federal laws to protect the environment and public safety from unpermitted  
12 runoff. Further, the interior of the structure remains in a state of partial construction with piles of  
13 combustible junk and debris and without the benefit of fire protection systems due to incomplete  
14 construction. The accumulation of dried vegetation, trash, litter and debris also contribute to a fire  
15 hazard. Additionally, there are reasonably deep, open trenches on the property that have remained  
16 without any work associated with them since before the original complaint was filed. Such open  
17 trenches are a threat to public health and safety by virtue of the Property appearing completely  
18 vacant, even abandoned, due to its long-standing state of partially completed construction without  
19 any work crews on sight to give the appearance of any human presence on site – and which invites  
20 trespassers as an attractive nuisance.

21 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
22 and/or supplement this response as necessary.

23 **SPECIAL INTERROGATORY NO. 257:**

24 Please state with specificity how each condition at the SUBJECT PROPERTY, existing at  
25 the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through the  
26 date on which Responding Party’s Responses are served, which Plaintiffs contend “would cause  
27 irreparable injury to be suffered by surrounding neighbors,” would indeed cause such irreparable  
28 injury to the owner of the undeveloped vacant lot at 780 W. Garvey Avenue, in Monterey Park,

1 specifically, at the southeast corner of Atlantic Boulevard and Garvey Avenue.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 257:**

3           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
4 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
5 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
6 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

7           Subject to and without waiving the above objections, Responding Party responds as  
8 follows:

9           Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
10 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
11 resulted in numerous code violations and this lawsuit that includes conditions amounting to an  
12 “imminent and substantial danger to life and safety, as described in Health & Safety Code §  
13 17980.6” including businesses and residences in the immediate vicinity. Such conditions observed  
14 at the SUBJECT PROPERTY generally include illicit discharge of water runoff from the  
15 PROPERTY into the public storm drain system that can carry with it filth, rubbish, trash, litter,  
16 and other pollutants. Such conditions negatively impact and endanger the health and safety of the  
17 general public in that unpermitted substances entering storm drain systems are known to pollute  
18 the environment and create health risks to the public. Public entities like the City are closely  
19 regulated by State and Federal laws to protect the environment and public safety from unpermitted  
20 runoff. Further, the interior of the structure remains in a state of partial construction with piles of  
21 combustible junk and debris and without the benefit of fire protection systems due to incomplete  
22 construction. The accumulation of dried vegetation, trash, litter and debris also contribute to a fire  
23 hazard. Additionally, there are reasonably deep, open trenches on the property that have remained  
24 without any work associated with them since before the original complaint was filed. Such open  
25 trenches are a threat to public health and safety by virtue of the Property appearing completely  
26 vacant, even abandoned, due to its long-standing state of partially completed construction without  
27 any work crews on sight to give the appearance of any human presence on site – and which invites  
28 trespassers as an attractive nuisance.

1 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
2 and/or supplement this response as necessary.

3 **SPECIAL INTERROGATORY NO. 258:**

4 Please LIST each DOCUMENT which evidences the irreparable injury that would be  
5 suffered by the owner of the undeveloped vacant lot at 780 W. Garvey Avenue, in Monterey Park,  
6 if a receiver is not appointed.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 258:**

8 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
9 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
10 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
11 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

12 Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

- 14 ○ Notice of Violation issued on October 4, 2023.
- 15 ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.
- 16 ○ Photographs of the SUBJECT PROPERTY taken on or about September 4, 2024.
- 17 ○ Photographs of the SUBJECT PROPERTY taken on or about December 3, 2024.

18 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
19 and/or supplement this response as necessary.

20 **SPECIAL INTERROGATORY NO. 259:**

21 Please IDENTIFY each person with knowledge of the irreparable injury that would be  
22 suffered by the owner of the undeveloped vacant lot at 780 W. Garvey Avenue, in Monterey Park,  
23 if a receiver is not appointed.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 259:**

25 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
26 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
27 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
28 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

1 Subject to and without waiving the above objections, Responding Party responds as  
2 follows:

- 3 o Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
4 may be contacted through counsel)
- 5 o Defendant Edward Chan.
- 6 o Defendant Howard Chan.

7 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
8 and/or supplement this response as necessary.

9 **SPECIAL INTERROGATORY NO. 260:**

10 Please state with specificity how each condition at the SUBJECT PROPERTY, existing at  
11 the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through the  
12 date on which Responding Party’s Responses are served, which Plaintiffs contend “would cause  
13 irreparable injury to be suffered by surrounding neighbors,” would indeed cause such irreparable  
14 injury to the owner of the undeveloped vacant lot at 800 W. Garvey Avenue, in Monterey Park,  
15 specifically, the real property at the southwest corner of Atlantic Boulevard and Garvey Avenue.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 260:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

21 Subject to and without waiving the above objections, Responding Party responds as  
22 follows:

23 Responding Party does not contend, nor does it allege in the FAC, that the conditions of  
24 the SUBJECT PROPERTY would “indeed cause such irreparable injury to the owner of the  
25 undeveloped vacant lot at 800 W. Garvey Avenue, in Monterey Park, specifically, the real  
26 property at the southwest corner of Atlantic Boulevard and Garvey Avenue.” This is primarily due  
27 to the fact that that property is a vacant lot without any persons occupying it.

28 Discovery and investigation are ongoing and Responding Party reserves the right to amend

1 and/or supplement this response as necessary.

2 **SPECIAL INTERROGATORY NO. 261:**

3 Please LIST each DOCUMENT which evidences the irreparable injury that would be  
4 suffered by the owner of the undeveloped vacant lot at southwest corner of Atlantic Boulevard and  
5 Garvey Avenue, in Monterey Park, if a receiver is not appointed.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 261:**

7 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
8 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
9 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
10 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

11 Subject to and without waiving the above objections, Responding Party responds as  
12 follows:

13 Responding Party does not contend, nor does it allege in the FAC, that the conditions of  
14 the SUBJECT PROPERTY would result in “irreparable injury that would be suffered by the  
15 owner of the undeveloped vacant lot at southwest corner of Atlantic Boulevard and Garvey  
16 Avenue, in Monterey Park, if a receiver is not appointed.” This is primarily due to the fact that that  
17 property is a vacant lot without any persons occupying it.

18 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
19 and/or supplement this response as necessary.

20 **SPECIAL INTERROGATORY NO. 262:**

21 Please IDENTIFY each person with knowledge of the irreparable injury that would be  
22 suffered by the owner of the undeveloped vacant lot at the southwest corner of Atlantic Boulevard  
23 and Garvey Avenue if a receiver is not appointed.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 262:**

25 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
26 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
27 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
28 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

1 Subject to and without waiving the above objections, Responding Party responds as  
2 follows:

3 Responding Party does not contend, nor does it allege in the FAC, that the conditions of  
4 the SUBJECT PROPERTY would result in “irreparable injury that would be suffered by the  
5 owner of the undeveloped vacant lot at southwest corner of Atlantic Boulevard and Garvey  
6 Avenue, in Monterey Park, if a receiver is not appointed.” This is primarily due to the fact that that  
7 property is a vacant lot without any persons occupying it.

8 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
9 and/or supplement this response as necessary.

10 **SPECIAL INTERROGATORY NO. 263:**

11 Please state with specificity how each condition at the SUBJECT PROPERTY, existing at  
12 the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through the  
13 date on which Responding Party’s Responses are served, which Plaintiffs contend “would cause  
14 irreparable injury to be suffered by surrounding neighbors,” would indeed cause such irreparable  
15 injury to the owner of the undeveloped vacant 220 N. Atlantic Boulevard, in Monterey Park,  
16 specifically, the lot directly to the north of the shopping center at which the SUBJECT  
17 PROPERTY is located.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 263:**

19 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
20 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
21 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
22 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

23 Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

25 Responding Party does not contend, nor does it allege in the FAC, that the conditions of  
26 the SUBJECT PROPERTY “would indeed cause such irreparable injury to the owner of the  
27 undeveloped vacant 220 N. Atlantic Boulevard, in Monterey Park, specifically, the lot directly to  
28 the north of the shopping center at which the SUBJECT PROPERTY is located.” This is primarily

1 due to the fact that that property is a vacant lot without any persons occupying it.

2 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
3 and/or supplement this response as necessary.

4 **SPECIAL INTERROGATORY NO. 264:**

5 Please LIST each DOCUMENT which evidences the irreparable injury that would be  
6 suffered by the owner of the undeveloped vacant lot at 220 N. Atlantic Boulevard in Monterey  
7 Park, if a receiver is not appointed.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 264:**

9 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
10 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
11 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
12 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

13 Subject to and without waiving the above objections, Responding Party responds as  
14 follows:

15 Responding Party does not contend, nor does it allege in the FAC, that the conditions of  
16 the SUBJECT PROPERTY “would indeed cause such irreparable injury to the owner of the  
17 undeveloped vacant 220 N. Atlantic Boulevard, in Monterey Park, specifically, the lot directly to  
18 the north of the shopping center at which the SUBJECT PROPERTY is located.” This is primarily  
19 due to the fact that that property is a vacant lot without any persons occupying it.

20 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
21 and/or supplement this response as necessary.

22 **SPECIAL INTERROGATORY NO. 265:**

23 Please IDENTIFY each person with knowledge of the irreparable injury that would be  
24 suffered by the owner of the undeveloped vacant lot at 220 N. Atlantic Boulevard in Monterey  
25 Park, if a receiver is not appointed.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 265:**

27 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
28 legal conclusion. Calls for premature expert opinion. The information sought in this discovery

1 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
2 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

5 Responding Party does not contend, nor does it allege in the FAC, that the conditions of  
6 the SUBJECT PROPERTY “would indeed cause such irreparable injury to the owner of the  
7 undeveloped vacant 220 N. Atlantic Boulevard, in Monterey Park, specifically, the lot directly to  
8 the north of the shopping center at which the SUBJECT PROPERTY is located.” This is primarily  
9 due to the fact that that property is a vacant lot without any persons occupying it.

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 266:**

13 Please state with specificity how each condition at the SUBJECT PROPERTY, existing at  
14 the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through the  
15 date on which Responding Party’s Responses are served, which Plaintiffs contend “would cause  
16 irreparable injury to be suffered by surrounding neighbors,” would indeed cause such irreparable  
17 injury to the owner and/or owners of the commercial property located at 111 N. Atlantic  
18 Boulevard (specifically, the commercial property at the northwest corner Atlantic Boulevard and  
19 Garvey Avenue) if a receiver is not appointed.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 266:**

21 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
22 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
23 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
24 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

25 Subject to and without waiving the above objections, Responding Party responds as  
26 follows:

27 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
28 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has

1 resulted in numerous code violations and this lawsuit that includes conditions amounting to an  
2 “imminent and substantial danger to life and safety, as described in Health & Safety Code §  
3 17980.6” including businesses and residences in the immediate vicinity. Such conditions observed  
4 at the SUBJECT PROPERTY generally include illicit discharge of water runoff from the  
5 PROPERTY into the public storm drain system that can carry with it filth, rubbish, trash, litter,  
6 and other pollutants. Such conditions negatively impact and endanger the health and safety of the  
7 general public in that unpermitted substances entering storm drain systems are known to pollute  
8 the environment and create health risks to the public. Occupants of 111 N. Atlantic Blvd. could  
9 reasonably be placed in danger by such pollutants due to their proximity, and such illicit runoff  
10 into the public right-of-way is known to create a hazard to those walking on public sidewalks and  
11 travelling on public streets. Further, the interior of the structure remains in a state of partial  
12 construction with piles of combustible junk and debris and without the benefit of fire protection  
13 systems due to incomplete construction. The accumulation of dried vegetation, trash, litter and  
14 debris also contribute to a fire hazard. A structure fire at the SUBJECT PROPERTY would  
15 present a very real threat of irreparable injury to persons and structures at 111 N. Atlantic Blvd.  
16 Additionally, there are reasonably deep, open trenches on the property that have remained without  
17 any work associated with them since before the original complaint was filed. Such open trenches  
18 are a threat to public health and safety by virtue of the Property appearing completely vacant, even  
19 abandoned, due to its long-standing state of partially completed construction without any work  
20 crews on sight to give the appearance of any human presence on site – and which, for example,  
21 could reasonably invite individuals who may have become intoxicated at an eating establishment  
22 at 111 N. Atlantic Blvd. to enter onto the SUBJECT PROPERTY due to it being an attractive  
23 nuisance.

24           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
25 and/or supplement this response as necessary.

26 **SPECIAL INTERROGATORY NO. 267:**

27           Please LIST each DOCUMENT which evidences the irreparable injury that would be  
28 suffered by the owner and/or owners of the commercial property located at 111 N. Atlantic

1 Boulevard if a receiver is not appointed.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 267:**

3       Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
4 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
5 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
6 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

7       Subject to and without waiving the above objections, Responding Party responds as  
8 follows:

- 9       ○ Notice of Violation issued on October 4, 2023.
- 10       ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.
- 11       ○ Photographs of the SUBJECT PROPERTY taken on or about September 4, 2024.
- 12       ○ Photographs of the SUBJECT PROPERTY taken on or about December 3, 2024.

13       Discovery and investigation are ongoing and Responding Party reserves the right to amend  
14 and/or supplement this response as necessary.

15 **SPECIAL INTERROGATORY NO. 268:**

16       Please IDENTIFY each person with knowledge of the irreparable injury that would be  
17 suffered by the owner of the commercial property located at 111 N. Atlantic Boulevard if a  
18 receiver is not appointed.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 268:**

20       Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
21 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
22 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
23 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

24       Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

- 26       ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
27       may be contacted through counsel)
- 28       ○ Defendant Edward Chan.

1           o Defendant Howard Chan.

2           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
3 and/or supplement this response as necessary

4 **SPECIAL INTERROGATORY NO. 269:**

5           Is former City Manager Ron Bow presently employed by Transtech?

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 269:**

7           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
8 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
9 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
10 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, Ron Bow  
11 is no longer an employee of the City of Monterey Park and his current employer are irrelevant to  
12 Defendants’ failure to finish construction at SUBJECT PROPERTY.

13           Subject to and without waiving the above objections, Responding Party responds as  
14 follows:

15           Based on information and belief, Responding Party understands that Ron Bow has worked  
16 for TransTech since retiring from the City of Monterey Park, but does not know whether he is  
17 presently employed by TransTech.

18           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
19 and/or supplement this response as necessary.

20 **SPECIAL INTERROGATORY NO. 270:**

21           If former City Manager Ron Bow is presently employed by Transtech, please state the time  
22 elapsed from his retirement from employment at the City of Monterey Park and the  
23 commencement of his employment at Transtech.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 270:**

25           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
26 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
27 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
28 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, Ron Bow

1 is no longer an employee of the City of Monterey Park and his current employer are irrelevant to  
2 Defendants' failure to finish construction at SUBJECT PROPERTY.

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

5 Based on information and belief, Responding Party understands that Ron Bow has worked  
6 for TransTech since retiring from the City of Monterey Park, but does not know in what capacity  
7 or whether he is presently employed by TransTech. Responding Party does not know the time that  
8 has elapsed from his retirement from employment at the City of Monterey Park and the  
9 commencement of any employment at TransTech.

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 271:**

13 Between January 1, 2004 and January 1, 2023, was Building Official Tarango employed  
14 by D&J Municipal Services, Inc.?

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 271:**

16 Objection. Whether between January 1, 2004 and January 1, 2023, Building Official  
17 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
18 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
19 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
20 years ago. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263  
21 CA2d 12, 18.) Further, this interrogatory's only purpose is to harass, annoy, and cause unnecessary  
22 expenditure of resources of Responding Party. Purely as a gesture of goodwill and in the spirit of  
23 avoiding spurious conflict and claims at this moment, Responding Party will respond to this  
24 interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
25 Responding Party reserves the right to refuse to respond to any future such interrogatories or  
26 related discovery requests, and, without limitation, seek judicial intervention in response to the  
27 same. Subject to and without waiving the above objections, Responding Party responds as follows:

28 Yes.

1 **SPECIAL INTERROGATORY NO. 272:**

2 If, between January 1, 2008 and January 1, 2023, Building Official Tarango employed by  
3 D&J Municipal Services, Inc., please state the dates of such employment?

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 272:**

5 Objection. Whether between January 1, 2004 and January 1, 2023, Building Official  
6 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
7 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
8 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
9 years ago. Further, this interrogatory's only purpose is to harass, annoy, and cause unnecessary  
10 expenditure of resources of Responding Party. Purely as a gesture of goodwill and in the spirit of  
11 avoiding spurious conflict and claims at this moment, Responding Party will respond to this  
12 interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
13 Responding Party reserves the right to refuse to respond to any future such interrogatories or  
14 related discovery requests, and, without limitation, seek judicial intervention in response to the  
15 same. Subject to and without waiving the above objections, Responding Party responds as follows:

16 Dennis Tarango was employed by D&J Municipal Services, Inc., between 1999-2010. Mr.  
17 Tarango, who is a contractor with the City, represents to Responding Part that he does not have  
18 exact dates of employment.

19 **SPECIAL INTERROGATORY NO. 273:**

20 Between January 1, 2008 and January 1, 2023, did Building Official Tarango hold an  
21 ownership interest in D&J Municipal Services, Inc.?

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 273:**

23 Objection. Whether between January 1, 2004 and January 1, 2023, Building Official  
24 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
25 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
26 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
27 years ago. Further, this interrogatory's only purpose is to harass, annoy, and cause unnecessary  
28 expenditure of resources of Responding Party. (Code of Civ. Proc, § 2017.010; *Columbia Board.*

1 *Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Purely as a gesture of goodwill and in the spirit  
2 of avoiding spurious conflict and claims at this moment, Responding Party will respond to this  
3 interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
4 Responding Party reserves the right to refuse to respond to any future such interrogatories or  
5 related discovery requests, and, without limitation, seek judicial intervention in response to the  
6 same. Subject to and without waiving the above objections, Responding Party responds as follows:

7 No.

8 **SPECIAL INTERROGATORY NO. 274:**

9 If, between January 1, 2008 and January 1, 2023, Building Official Tarango employed [*sic*]  
10 by D&J Municipal Services, Inc., please state the dates he held each and every such ownership  
11 interest.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 274:**

13 Objection. Whether between January 1, 2004 and January 1, 2023, Building Official  
14 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
15 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
16 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
17 years ago. Further, this interrogatory's only purpose is to harass, annoy, and cause unnecessary  
18 expenditure of resources of Responding Party. (Code of Civ. Proc, § 2017.010; *Columbia Board*.  
19 *Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Purely as a gesture of goodwill and in the spirit of  
20 avoiding spurious conflict and claims at this moment, Responding Party will respond to this  
21 interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
22 Responding Party reserves the right to refuse to respond to any future such interrogatories or  
23 related discovery requests, and, without limitation, seek judicial intervention in response to the  
24 same. Subject to and without waiving the above objections, Responding Party responds as follows:

25 Not applicable.

26 **SPECIAL INTERROGATORY NO. 275:**

27 Between January 1, 2008 and January 1, 2023, did Building Official Tarango a manager  
28 [*sic*], director or officer of D&J Municipal Services, Inc.?

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 275:**

2           Objection. Whether between January 1, 2004 and January 1, 2023, Building Official  
3 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
4 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
5 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
6 years ago. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263  
7 CA2d 12, 18.) Further, this interrogatory's only purpose is to harass, annoy, and cause unnecessary  
8 expenditure of resources of Responding Party. Purely as a gesture of goodwill and in the spirit of  
9 avoiding spurious conflict and claims at this moment, Responding Party will respond to this  
10 interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
11 Responding Party reserves the right to refuse to respond to any future such interrogatories or  
12 related discovery requests, and, without limitation, seek judicial intervention in response to the  
13 same.

14           Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

16           No.

17 **SPECIAL INTERROGATORY NO. 276:**

18           If, between January 1, 2008 and January 1, 2023, Building Official Tarango was a  
19 manager, officer or director of D&J Municipal Services, Inc., please state the dates he held each  
20 such position?

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 276:**

22           Objection. Whether between January 1, 2004 and January 1, 2023, Building Official  
23 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
24 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
25 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
26 years ago. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263  
27 CA2d 12, 18.) Further, this interrogatory's only purpose is to harass, annoy, and cause unnecessary  
28 expenditure of resources of Responding Party. Purely as a gesture of goodwill and in the spirit of

1 avoiding spurious conflict and claims at this moment, Responding Party will respond to this  
2 interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
3 Responding Party reserves the right to refuse to respond to any future such interrogatories or  
4 related discovery requests, and, without limitation, seek judicial intervention in response to the  
5 same.

6 Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8 Not applicable.

9 **SPECIAL INTERROGATORY NO. 277:**

10 Did Building Official Tarango ever provide professional services to the City of Bell?

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 277:**

12 Objection. Whether between January 1, 2004 and January 1, 2023, Building Official  
13 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
14 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
15 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
16 years ago. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263  
17 CA2d 12, 18.) Further, this interrogatory's only purpose is to harass, annoy, and cause unnecessary  
18 expenditure of resources of Responding Party. Purely as a gesture of goodwill and in the spirit of  
19 avoiding spurious conflict and claims at this moment, Responding Party will respond to this  
20 interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
21 Responding Party reserves the right to refuse to respond to any future such interrogatories or  
22 related discovery requests, and, without limitation, seek judicial intervention in response to the  
23 same.

24 Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

26 No

27 **SPECIAL INTERROGATORY NO. 278:**

28 If Building Official Tarango provide professional services to the City of Bell, please state

1 the beginning and ending dates of such services?

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 278:**

3           Objection. Whether between January 1, 2004 and January 1, 2023, Building Official  
4 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
5 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
6 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
7 years ago. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263  
8 CA2d 12, 18.) Further, this interrogatory's only purpose is to harass, annoy, and cause unnecessary  
9 expenditure of resources of Responding Party. Purely as a gesture of goodwill and in the spirit of  
10 avoiding spurious conflict and claims at this moment, Responding Party will respond to this  
11 interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
12 Responding Party reserves the right to refuse to respond to any future such interrogatories or  
13 related discovery requests, and, without limitation, seek judicial intervention in response to the  
14 same.

15           Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

17           Not applicable.

18 **SPECIAL INTERROGATORY NO. 279:**

19           Was Building Official Tarango ever employed by a business entity which provided  
20 professional services to the City of Bell?

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 279:**

22           Objection. Whether “Building Official Tarango ever employed by a business entity which  
23 provided professional services to the City of Bell” is utterly irrelevant to this matter and not  
24 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
25 inquire of Mr. Tarango, who is a contractor with the City, regarding this interrogatory. (Code of  
26 Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)  
27 Further, this interrogatory's only purpose is to harass, annoy, and cause unnecessary expenditure  
28 of resources of Responding Party. Purely as a gesture of goodwill and in the spirit of avoiding

1 spurious conflict and claims at this moment, Responding Party will respond to this interrogatory,  
2 which is not an admission of relevance. Requesting Party is on notice that Responding Party  
3 reserves the right to refuse to respond to any future such interrogatories or related discovery  
4 requests, and, without limitation, seek judicial intervention in response to the same.

5 Subject to and without waiving the above objections, Responding Party responds as  
6 follows:

7 Not applicable.

8 **SPECIAL INTERROGATORY NO. 280:**

9 If Building Official Tarango provide professional services to the City of Bell, state the  
10 name, address and telephone number of each such entity.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 280:**

12 Objection. Whether Building Official Tarango Building Official Tarango provided  
13 professional services to the City of Bell to the City of Bell is irrelevant to this matter and not  
14 reasonably calculated to lead to admissible evidence at trial. (Code of Civ. Proc, § 2017.010;  
15 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Further, this interrogatory's  
16 only purpose is to harass, annoy, and cause unnecessary expenditure of resources of Responding  
17 Party. Purely as a gesture of goodwill and in the spirit of avoiding spurious conflict and claims at  
18 this moment, Responding Party will respond to this interrogatory, which is not an admission of  
19 relevance. Requesting Party is on notice that Responding Party reserves the right to refuse to  
20 respond to any future such interrogatories or related discovery requests, and, without limitation,  
21 seek judicial intervention in response to the same.

22 Subject to and without waiving the above objections, Responding Party responds as  
23 follows:

24 Building Official Tarango has never provided professional services to the City of Bell.

25 **SPECIAL INTERROGATORY NO. 281:**

26 If Building Official Tarango provide professional services to the City of Bell, please state  
27 the beginning and ending dates of such services?  
28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 281:**

2           Objection. Whether Building Official Tarango Building Official Tarango provided  
3 professional services to the City of Bell to the City of Bell is irrelevant to this matter and not  
4 reasonably calculated to lead to admissible evidence at trial. (Code of Civ. Proc, § 2017.010;  
5 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Further, this interrogatory's  
6 only purpose is to harass, annoy, and cause unnecessary expenditure of resources of Responding  
7 Party. Purely as a gesture of goodwill and in the spirit of avoiding spurious conflict and claims at  
8 this moment, Responding Party will respond to this interrogatory, which is not an admission of  
9 relevance. Requesting Party is on notice that Responding Party reserves the right to refuse to  
10 respond to any future such interrogatories or related discovery requests, and, without limitation,  
11 seek judicial intervention in response to the same.

12           Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

14           Building Official Tarango has never provided professional services to the City of Bell.

15 **SPECIAL INTERROGATORY NO. 282:**

16           Please state the amount of attorneys' fees that Plaintiffs have incurred from the  
17 commencement of this action through the date that these Special Interrogatories were served.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 282:**

19           Objection. The amount of attorneys' fees that the City of Monterey Park has incurred from  
20 the commencement of this action through the date that these Special Interrogatories were served is  
21 not relevant to this litigation and not reasonably calculated to lead to admissible evidence at trial.  
22 Such is also privilege and not subject to discovery under California case law. (Code of Civ. Proc,  
23 § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18; *Rico v. Mitsubishi*  
24 *Motors Corp.* (2007) 42 Cal.4th 80; *California Shellfish, Inc. v. United Shellfish Co.* (1997) 56  
25 Cal.App.4th 16; *Lang v. Hochman* (2000) 77 Cal.App.4th 122; *Carehouse Convalescent Hospital*  
26 *v. Superior Court* (2006) 143 Cal.App.4th 1558.)

27 **SPECIAL INTERROGATORY NO. 283:**

28           Do YOU contend that, within the City of Monterey Park, the mere existence of a hole in

1 protective fencing large enough for a person to pass through on a commercial property where  
2 construction supplies and/or equipment are present, without more, “endangers the life, limb,  
3 health, property, safety or welfare of the public” with the quoted language construed in its  
4 ordinary meaning?

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 283:**

6 As specifically worded in this interrogatory, no.

7 **SPECIAL INTERROGATORY NO. 284:**

8 Do YOU contend that, within the City of Monterey Park, the mere existence of a hole in  
9 protective fencing large enough for a person to pass through on commercial property where  
10 construction supplies and equipment are present, without more, constitutes “an imminent and  
11 substantial danger to life and safety,” with the quoted language construed in its ordinary meaning?

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 284:**

13 As specifically worded in this interrogatory, no.

14 **SPECIAL INTERROGATORY NO. 285:**

15 Did counsel for the City of Monterey Park state at the March 16, 2024 meeting between  
16 City officials, Edward Chan, Howard Chan and their attorney, state that the project at the  
17 SUBJECT PROPERTY to build and open a 7 Leaves Café was approximately 80 percent  
18 complete?

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 285:**

20 Objection. Vague and ambiguous, and confusing as worded. Further, statements made by  
21 counsel are not reasonably calculated to lead to admissible evidence at trial. (Code of Civ. Proc, §  
22 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Further, the  
23 information sought in this discovery request is equally available to the propounding party, who, by  
24 his own admission, was present at the very same meeting and can recall from his own recollection  
25 what was said. (See Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v.*  
26 *Superior Court* (1968) 259 Cal.App.2d 45.)

27 Subject to and without waiving the above objections, Responding Party responds as  
28 follows:

1 Monterey Park Assistant City Attorney Timothy Campen has stated, and continues to state,  
2 words to the effect that construction at the SUBJECT PROPERTY is, and for years has remained,  
3 in a state of approximately 80% completion, and may have said as much at the March 16, 2024  
4 meeting with Edward Chan, Howard Chan and their attorney. Responding Party does not agree  
5 Mr. Campen used the particular phrasing of this interrogatory.

6 **SPECIAL INTERROGATORY NO. 286:**

7 Did counsel for the City of Monterey Park state at the August 23, 2024 court hearing on  
8 Plaintiffs' ex parte application for leave to amend their Complaint, state that the project at the  
9 SUBJECT PROPERTY to build and open a 7 Leaves Café was approximately 75 percent co  
10 complete?

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 286:**

12 Objection. Vague and ambiguous, and confusing as worded. Further, statements made by  
13 counsel are not reasonably calculated to lead to admissible evidence at trial. (Code of Civ. Proc, §  
14 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Further, the  
15 information sought in this discovery request is equally available to the propounding party, whose  
16 own attorney and author of these interrogatories was present at the very court hearing and can  
17 inform propounding party from his own recollection what was said at that time and place. (See  
18 Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968)  
19 259 Cal.App.2d 45.)

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 Monterey Park Assistant City Attorney Timothy Campen has stated, and continues to state,  
23 words to the effect that construction at the SUBJECT PROPERTY is, and for years has remained,  
24 in a state of approximately 80% completion, and likely said as much at the March 16, 2024  
25 meeting with Edward Chan, Howard Chan and their attorney. Responding Party does not have  
26 sufficient knowledge or recall as to whether the specific phrasing of this interrogatory, or words to  
27 that effect, were made by Mr. Campen specifically at any court hearing on August 23, 2024.

28

1 **SPECIAL INTERROGATORY NO. 287:**

2 Did counsel for the City of Monterey Park and Building Official Dennis Tarango (whether  
3 individually or collectively) state at the March 18, 2024 meeting at City Hall between Edward  
4 Chan, Howard Chan, the Chans' counsel Andrew O. Krastins, Assistant City Attorney Timothy  
5 Campen, Building Official Dennis Tarango and other City staff, that the corrective action  
6 deadlines set forth in the City of Monterey Park's December 22, 2023 letter referenced in  
7 paragraph 23 of the First Amended Complaint would be revised in light of information provided  
8 by the Chans to the City during the meeting and that the City would send a letter to the Chans  
9 setting forth new revised deadlines?

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 287:**

11 Objection. Vague and ambiguous, and confusing as worded. Further, statements made by  
12 counsel are not reasonably calculated to lead to admissible evidence at trial, nor are they relevant  
13 to this litigation. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968)  
14 263 CA2d 12, 18.) Further, the information sought in this discovery request is equally available to  
15 the propounding party, who, by his own admission, was present at the very same meeting and can  
16 recall from his own recollection what was said, and can inquire of his brother and Co-Defendant  
17 Howard Chan and his attorney and author of these interrogatories, Andrew Krastins, regarding  
18 what was stated at that meeting on or about March 18, 2024. (See Code of Civ. Proc., § 2030.220  
19 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

20 **SPECIAL INTERROGATORY NO. 288:**

21 From March 18, 2024 through the date that these Special Interrogatories were served, did  
22 the City of Monterey Park send to Defendants a letter revising the deadlines set forth in December  
23 22, 2023 letter referenced in paragraph 23 of the First Amended Complaint?

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 288:**

25 Objection. This interrogatory is irrelevant and not reasonably calculated to lead to  
26 admissible evidence at trial. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior*  
27 *Court* (1968) 263 CA2d 12, 18.) Further, the information sought in this discovery request is  
28 equally available to the propounding party, who should know whether he received such a letter or

1 not. (See Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior*  
2 *Court* (1968) 259 Cal.App.2d 45.)

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

5 No.

6 **SPECIAL INTERROGATORY NO. 289:**

7 Please IDENTIFY the City of Monterey Park's general liability insurer.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 289:**

9 Objection. This interrogatory is completely and utterly irrelevant to this litigation and not  
10 reasonably calculated to lead to admissible evidence at trial. (Code of Civ. Proc, § 2017.010;  
11 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

12 Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

- 14 ○ Public Risk Innovation, Solutions, and Management, 75 Iron Point Cir # 200, Folsom,  
15 CA 95630, (916) 850-7300

16 **SPECIAL INTERROGATORY NO. 290:**

17 Please IDENTIFY the City of Monterey Park's liability insurer for errors and omissions  
18 committed by public officials.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 290:**

20 Objection. This interrogatory is completely and utterly irrelevant to this litigation and not  
21 reasonably calculated to lead to admissible evidence at trial. (Code of Civ. Proc, § 2017.010;  
22 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

23 Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

- 25 ○ Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830
- 26 ○ Great American Insurance Co., 75 Iron Point Cir # 200, Folsom, CA 95630,  
27 (800) 545-4269
- 28 ○ Crum & Forster, 305 Madison Avenue, P.O. Box 1973, Morristown, NJ 07960,


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(973) 490-6600

- o Public Risk Innovation, Solutions, and Management, 75 Iron Point Cir # 200, Folsom, CA 95630, (916) 850-7300
- o National Union Fire Insurance Company of Pittsburgh, Pa., 1271 Avenue of the Americas 35TH Flr. New York, NY 10020, 877-399-6442

Dated: November 5, 2024

KARL H. BERGER, CITY ATTORNEY  
CITY OF MONTEREY PARK  
BURKE, WILLIAMS & SORENSEN, LLP

By:   
\_\_\_\_\_  
Timothy E. Campen  
Attorneys for Plaintiffs THE PEOPLE OF  
THE STATE OF CALIFORNIA and CITY  
OF MONTEREY PARK

**VERIFICATION**

STATE OF CALIFORNIA            )  
  ) SS.  
COUNTY OF LOS ANGELES        )

I am the Senior Code Enforcement Officer for the City of Monterey Park (City), a public entity in the State of California, and Plaintiff in this action.

I have read the foregoing **PLAINTIFF CITY OF MONTEREY PARK'S RESPONSES AND OBJECTIONS TO DEFENDANTS EDWARD M. CHAN, HOWARD CHAN, PATRICIA CHAN AND MAN FEI CHAN GOLD'S SPECIAL INTERROGATORIES SET NO. TWO (2)** and know its contents.

The matters stated in the foregoing document, to the best of my information, knowledge and belief, are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 5, 2024, at Monterey Park, California.

REYMUNDO LOZANO  
Type or Print Name

  
Signature

**PROOF OF SERVICE**

**People/Monterey Park v. Robert Chan, et al.  
Case No. 24NNCV00087**

**STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Diego, State of California. My business address is 501 West Broadway, Suite 1600, San Diego, CA 92101-8474.

On **December 5, 2024**, I served true copies of the following document(s) described as **PLAINTIFF CITY OF MONTEREY PARK'S RESPONSES AND OBJECTIONS TO DEFENDANTS EDWARD M. CHAN, HOWARD CHAN, PATRICIA CHAN AND MAN FEI CHAN GOLD'S SPECIAL INTERROGATORIES SET NO. TWO (2)** on the interested parties in this action as follows:

Andrew O. Krastins, Esq.  
**LAW OFFICE OF ANDREW O. KRASTINS**  
333 W. Sixth Street, Suite 213  
San Pedro, CA 90731

**Attorney for Defendants**  
**EDWARD M. CHAN, HOWARD M. CHAN,**  
**PATRICIA YU CHAN and MAN-FEI**  
**CHAN GOLD**

**Tel : 562-208-9679 - Direct**  
**Tel : 562-357-9789**  
**Fax : 562-590-0493**  
**Email : Akrastinslaw@aol.com**

Taylor N. Stephen, Esq.  
Allan Cohen, Esq.  
**COHEN JOHNSON BARTLETT, LLP**  
1230 Rosecrans Avenue, Suite 400  
Manhattan Beach, CA 90266-2560


**Attorney for Defendant**  
**RAYMOND MAN-SHU CHAN, AS**  
**TRUSTEE OF THE CHAN FAMILY**  
**TRUST**

**Tel : 310-586-2400**  
**Tel : 310-594-4723 – Taylor**  
**Fax : 310-**  
**Email : tstephen@cjbllp.com**  
**acohen@cjbllp.com**

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from e-mail address tcampen@bwslaw.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **December 5, 2024**, at San Diego, California.

  
\_\_\_\_\_  
Timothy E. Campen

**EVIDENCE ITEM 4**

Exhibit 4

**EVIDENCE ITEM 4**

1 Andrew O. Krastins, Esq. (State Bar No. 179699)  
2 Beverly J. Bickel, Esq. (State Bar No. 182600)  
3 LAW OFFICE OF ANDREW O. KRASTINS  
4 333 W. Sixth Street, Suite 213  
5 San Pedro, CA 90731  
6 Tel: (562) 357-9789  
7 Email: [Akrastinslaw@aol.com](mailto:Akrastinslaw@aol.com)

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County of Los Angeles  
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David W. Slayton,  
Executive Officer/Clerk of Court,  
By E. Madrid, Deputy Clerk

8 Attorneys for Defendants, Edward M. Chan,  
9 Howard Chan, Man-Fei Chan Gold and  
10 Patricia Yu Chan

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF LOS ANGELES, NORTH CENTRAL DISTRICT

13 THE PEOPLE OF THE STATE OF  
14 CALIFORNIA, *et al.*

15 Plaintiffs,

16 v.

17 ROBERT CHAN, an individual, *et al.*

18 Defendants.

CASE NO. 24NNCV00087

**DECLARATION OF GANG EXPERT  
MARTIN FLORES RE CONDITIONS OF  
REAL PROPERTY AT 795 W. GARVEY  
AND RELEVANT NEIGHBORING LOTS**

**[filed concurrently with Opposition to  
Motion for Issuance of Preliminary  
Injunction; Request for Judicial Notice;  
Evidentiary Objections; Proposed Order re  
Evidentiary Objections; Declarations of  
Edward M. Chan, Andrew O. Krastins,  
Chris Lindsey, William Lau, and Kristion  
Grbavac; exhibits]**

Date: February 14, 2025

Time: 8:30 a.m.

Dept.: E

Judge: The Hon. Ashfaq G. Chowdhury

Action Filed : March 7, 2024

Trial Date : None Set

19 I, Martin M. Flores, declare:

20 1. I am over eighteen years of age and am not a party to this action. If called as a witness, I  
21 could and would testify to the following facts from my own personal knowledge.

22 2. I am an expert witness and consultant on the subject of gangs, gang activity, gang  
23 affiliations and at-risk youth. Gang members, gang-affiliated youth and at-risk youngsters

1 frequently were born into environments of extreme poverty and are far more likely than the  
2 general population to be homeless. Accordingly, I have studied and am an expert in issues  
3 relating to homelessness, especially as they relate to at risk youth and young adults. I have made a  
4 lifelong study of vulnerable troubled youths adrift in an adult world with no wholesome guidance,  
5 and of the behaviors such a life can induce.

6 3. I graduated from the University of California at Berkeley in 1996 with a Bachelor of Arts  
7 degree in Chicano Studies and a Minor in Education and Anthropology. I have provided expert  
8 testimony in more than 250 California Superior Court cases and appointed by the court in more  
9 than 2,000 cases involving a diversity of gang related issues. These issues include gang crimes,  
10 gang culture, public nuisance matters, and gang enhancements. I have been an expert gang  
11 consultant in dozens of counties throughout California and the United States. I have received  
12 commendations from numerous judges and respected attorneys. [Attached hereto as **Exhibit Q** is a  
13 true and correct copy of my curriculum vitae.]

14 4. I am a lifelong resident of East Los Angeles and am fully familiar with the neighborhood  
15 around Atlantic Boulevard and Garvey Avenue in Monterey Park, where the property at 795 W.  
16 Garvey Avenue ("Chan Property") is located. The Chan Property is about six miles from my  
17 home. I am fully familiar with the activities of Asian and Latino gangs in the San Gabriel Valley,  
18 including gang activity in Monterey Park. I offered expert testimony in the trial of gang members  
19 arising from the 2019 shootout between the Asian Boyz and a rival gang which took place within a  
20 few minutes' drive from the Chan Property and even closer to Monterey Park City Hall. In that  
21 case, involving an illicit gang-operated gambling den, police recovered five guns, illegal drugs,  
22 and other contraband.

23 5. Gang-related activity is as prevalent in Monterey Park as it is in neighboring cities in the  
24 San Gabriel Valley. Some of the gangs impacting the Monterey Park community are Las Lomas,  
25 Monterey Park Wah Ching, Sonny Side Wah Ching, and Ken Side Wah Ching. Monterey Park  
26 also borders the communities of East Los Angeles, Alhambra, Montebello, Rosemead and El  
27 Monte. These communities have dozens of primarily Hispanic street gangs that border the city of  
28 Monterey Park.

1 6. I have expert knowledge, acquired through some three decades of research and direct  
2 observation, of the conditions at real properties which are likely to attract gang members, gang  
3 affiliated youth, at-risk youngsters and the homeless. Among the subjects I have investigated are  
4 the concealment of drugs, weapons and other contraband, and the types of conditions which would  
5 attract such behavior by creating opportunities for criminal behavior.

6 7. Among my fields of expertise is the subject commonly known as “attractive nuisance.” In  
7 my usage, “attractive nuisance” means conditions existing at a real property which pose an  
8 unreasonable risk to the public by enticing persons onto the property where inherently dangerous  
9 conditions are present. My scholarship and real-world experience have provided me with a  
10 thorough understanding of conditions that are likely to attract gang members, gang-affiliated  
11 persons, at-risk youth, and homeless persons by providing opportunities for criminal or harmful  
12 activity or by providing illicit places of shelter or concealment.

13 8. On November 14, 2024, I personally inspected five real properties in Monterey Park,  
14 California. I observed and noted conditions which I know can either encourage or deter criminal  
15 and other harmful behavior by gang members, gang-affiliated persons, and at-risk youth, including  
16 the substantial portion of these individual human beings who are homeless or on the brink of  
17 homelessness, whether by being “aged out” of a deeply flawed foster care system or through  
18 family trauma.

19 9. The five Monterey Park properties I inspected are (1) the vacant lot at 220 N. Atlantic  
20 Boulevard, (2) the vacant lot at the southeast corner of Atlantic Boulevard and Garvey Avenue, (3)  
21 the large vacant lot at the southwest corner of Atlantic Boulevard and Garvey Avenue, (4) the  
22 vacant lot at 217 N. Garfield Boulevard, and (5) the fenced-off lot at 795 W. Garvey Avenue  
23 (“Chan Property”) which the owners are developing as a restaurant with commercial offices, and  
24 which appears to be nearly complete. I understand that the Chan Family owns the entire shopping  
25 center at the northeast corner of Atlantic and Garvey (with the exception of the 99 Ranch Market  
26 and that market’s parking area). The Chan Property on which I focused is the fenced-off portion  
27 located on the northeast corner of the shopping center.

28 **A. 220 N. ATLANTIC – CONTIGUOUS TO CHAN PROPERTY**

1        10. The first property I inspected is the vacant lot located at 220 N. Atlantic Boulevard. It is  
2 directly adjacent to the Chans' shopping center and contiguous with its northern boundary. In  
3 connection with my inspection and in formulating my opinions, I reviewed City of Monterey Park  
4 ("City") public records, two sets of photographs, and photographs which I took myself on  
5 November 14, 2024. I understand that the first set of photographs was taken on April 16, 2024 by  
6 Edward Chan, and depicts conditions at 220 N. Atlantic on that date ("220 N. Atlantic Set 1").  
7 [True and correct copies of 220 N. Atlantic Set One are attached hereto as **Exhibit R.**] I  
8 understand that the second set of photographs I examined were taken by Andrew O. Krastins on  
9 August 21, 2024 ("220 N. Atlantic Set 2"). [True and correct copies of 220 N. Atlantic Set Two  
10 are attached hereto as **Exhibit S.** True and correct copies of my own photographs of 220 N.  
11 Atlantic are attached hereto as **Exhibit T.**] I also reviewed the Declaration of Kristion Grbavac,  
12 who, according to his Declaration, is the president and founder of GRBCON, Inc., a contracting  
13 firm which was hired by the City of Monterey Park in late 2020 to upgrade the City's sewer  
14 system in the vicinity of the Chan Property.

15        11. According to City of Monterey Park public records I reviewed, I understand that 220 N.  
16 Atlantic once was the site of a restaurant which was demolished and that the lot has been vacant  
17 since at least the early 2010s. I understand that the present owner of the 220 N. Atlantic property,  
18 220 Hotel Atlantic, LLC, attempted to develop the site with a hotel but that the project failed and  
19 was abandoned around 2016. I have been informed that, according to the City's completed  
20 responses to Edward Chan's Public Records Act requests, the City has not cited or fined the owner  
21 of 220 N. Atlantic for any code violations on 220 N. Atlantic since approximately 2018. In  
22 forming my opinions, I accept these representations as accurate.

23        12. I examined a City of Monterey Park Interoffice Memorandum dated April 19, 2021 from  
24 "Maintenance Services, Parks, Water Utility, and Engineering" to Interim Public Works Director  
25 Frank A. Lopez. The section pertaining to "North Atlantic Water Sewer Improvements" contains  
26 the following: "GRBCON has obtained a rental staging lot (#1) at 220 N. Atlantic Blvd.  
27 Contractor to take over site and mobilize on May 1st." [A true and correct copy of the April 19,  
28

1 2021 Interoffice Memorandum is attached hereto as **Exhibit U**; a true and correct copy of the  
2 December 10, 2024 Grbavac Declaration is attached hereto as **Exhibit V.**]

3 13. The Grbavac Declaration states the following facts: City officials urged Grbavac to contact  
4 the owner of 220 N. Atlantic and enter into a lease to use the lot as a storage yard for heavy  
5 equipment, sewer pipes and other supplies. The City imposed no safety requirements regarding the  
6 stored items, nor asked GRBCON what, if any, safety precautions it intended to take. GRBCON  
7 moved its supplies and equipment onto the 220 N. Atlantic site in May 2021. While the sewer  
8 project was in progress, City staff were in frequent and often daily contact with GRBCON  
9 personnel at 220 N. Atlantic. City staff were fully aware of and approved of GRBCON's use of  
10 220 N. Atlantic. While GRBCON's project was pending, the City posted no citations or notices or  
11 other papers indicating the existence of any sort of code violation at 220 N. Atlantic, whether  
12 relating to GRBCON's use of the vacant lot as a storage yard or to the obvious litter, weeds,  
13 cracked pavement, graffiti, and broken fencing existing at 220 N. Atlantic at the time GRBCON  
14 entered into the lease in early 2021 through September 2024, when GRBCON personnel began  
15 clearing GRBCON's equipment and supplies from the property. GRBCON completed its work on  
16 the Monterey Park sewer improvement project in September 2023. However, GRBCON did not  
17 begin retrieving its equipment and supplies until September 2024, a full year later. During the  
18 nearly four years that GRBCON used 220 N. Atlantic as a storage yard, including the full year  
19 after the sewer project was completed, no City official ever advised, whether directly or indirectly,  
20 that GRBCON's use of 220 N. Atlantic as a storage yard was in any way objectionable.

21 14. The April 2024 and August 2024 photos of 220 N. Atlantic depict an overgrown, littered  
22 vacant lot with holes in the fencing large enough for an adult to pass through without difficulty.  
23 [See **Ex. R and S.**] As can be seen from both sets of photographs, there are no signs indicating  
24 that the premises are under surveillance or that trespassing is prohibited.

25 15. Both the April 2024 and August 2024 photographs depict unattended piles of stacked  
26 sewer pipes of various sizes. The photographs also show unattended and unsecured heavy  
27 construction equipment parked onsite. Several of the August 2024 photographs depict a large hole  
28 in the fencing immediately adjacent to the Chan property, near the back of the property and away

1 from Atlantic Boulevard and street lighting. The hole has been cut almost immediately at the ends  
2 of a large stack of substantially identical sewer pipes of various diameters. Some pipes appear  
3 large enough to conceal an adult, others small enough to entice a child. During my inspection of  
4 220 N. Atlantic, I observed another large hole cut in the fence abutting the Bank of America  
5 parking lot immediately to the north. That hole is almost directly across from and no more than a  
6 few yards from the Bank of America's drive-through ATM. Graffiti I observed at 220 N. Atlantic  
7 on the eastern, western and northern perimeters indicate the occurrence of possible gang-related  
8 activity.

9 16. Based on my study of gang-related activity and work with at-risk youth, conditions at the  
10 unattended and unsecured lot at 220 N. Atlantic are tantamount to an open invitation to criminal  
11 activity. The numerous stacks of substantially identical sewer pipes provide an ideal and tempting  
12 environment to conceal stolen cash, illegal drugs, guns, knives and other contraband. The sheer  
13 number of substantially identical pipes would make it virtually impossible to find hidden  
14 contraband unless one knew precisely where it had been hidden. The hole in the fence abutting  
15 the bank property provides a ready escape route into the darkness at the rear of 220 N. Atlantic  
16 and onto the Chans' shopping center or into the residential apartment complexes at the eastern  
17 perimeter of 220 N. Atlantic.

18 17. Another attraction for criminally inclined persons and at-risk youth was the presence of  
19 unattended heavy equipment at 220 N. Atlantic. I know from my research, observation and  
20 experience that vehicle theft is a major criminal enterprise among Southern California's gangs. In  
21 some gang subcultures, it is a matter of pride and status to demonstrate an ability to "hotwire"  
22 motor vehicles of many kinds, whether for purposes of theft, "joyriding" or mere gratuitous  
23 vandalism. Gang members specializing in motor vehicle theft often have highly sophisticated and  
24 developed skill sets. The presence of unsecured and unattended heavy equipment in an unlighted  
25 vacant lot far enough away from the main thoroughfare to be invisible to passing vehicles is an  
26 open invitation to criminality.

27 18. The conditions at 220 N. Atlantic depicted in the April 2024 and August 2024 photographs  
28 pose an obvious danger to young people generally, simply because heavy equipment and piles of

1 sewer pipes of various diameters to hide in and explore are inherently appealing to children. A  
2 nuisance more attractive to mischievous passing schoolchildren is difficult to conceive. The  
3 gaping holes in the fence invite inquisitive youngsters to play on the unattended, unsecured heavy  
4 construction equipment -- bulldozers and excavators which beckon like giant Tonka toys; easy  
5 access invites youngsters to scramble around and play hide and seek in the stacks of unattended  
6 and unsecured sewer pipes, only to become lodged in the middle and suffocate.

7 19. I understand that GRBCON removed the heavy equipment and most, but not all, of the  
8 sewer supplies in September 2024. However, attractive nuisance conditions still exist which are a  
9 magnet for criminal and gang activity. The rear portion of the location is hidden from the heavy  
10 traffic flow of vehicles and pedestrians. Parts of the fences make it accessible for gang members  
11 to either use drugs or hide contraband. I observed bottles in the area which are indicative of  
12 people drinking or partying on the property. There was also graffiti on fence coverings and on the  
13 ground. These are indicative of attractive nuisance conditions which encourage gang activity.

14 **B. VACANT LOTS AT NE AND NW CORNERS OF ATLANTIC AND GARVEY**

15 20. The two large vacant corner lots located across 795 West Garvey can also be an attractive  
16 nuisance for criminal activity because substantial portions of the lots extend sufficiently far away  
17 from the heavily trafficked corner of Atlantic and Garvey to permit trespassers to engage in illicit  
18 activity without being observed by passing law enforcement vehicles or passersby generally. This  
19 is simply the nature of large and unattended vacant lots. Gang members try to find access to  
20 properties where they are least likely to be interrupted in their criminal activity, including hiding  
21 guns and drugs. Since there is minimal activity in the area, that allows them to lay low with  
22 minimal interruption from the community. [A true and correct copy of photographs I took of the  
23 lot directly across from and the lot diagonally across from the Chan Property are attached hereto as  
24 **Exhibit W.**]

25 **C. 217 S. GARFIELD AVE.**

26 21. Another concerning property which I personally inspected on November 14, 2024 is the  
27 vacant lot at 217 S. Garfield Avenue, just north of Newmark Avenue, and about three minutes  
28 from Monterey Park City Hall. City employees traveling along Garfield Avenue between

1 Newmark Avenue and Garvey would necessarily see that vacant lot on the way to and from work.  
2 The lot is overgrown with tangles of weeds. It is characterized by piles of litter, including sharp  
3 fragments and lengths of rusted metal. There are large rusted drums of oil or some other liquid.  
4 Numerous examples of graffiti, discarded alcoholic beverage containers, dirty blankets and other  
5 apparent bedding indicate frequent use by transients. The graffiti indicates gang usage.  
6 Photographs provided to me by Edward Chan show that these conditions have persisted unabated  
7 for at least four months. Conditions constituting an attractive nuisance conducive to gang activity  
8 and constituting an obvious danger to at-risk youth include the following, which I observed and  
9 which are depicted in the photographs I took and true and correct copies of which are attached  
10 hereto as **Exhibit X**. I observed graffiti on the wall and on a stop sign, unattended bushes which  
11 make it an attractive nuisance in which to hide guns, drugs and other criminal paraphernalia. I  
12 observed fencing that was bent which shows that people have gone over the fencing and in and out  
13 of the property. In addition, I found barrels with graffiti and trash around it. I was able to access  
14 the property because there was a compromised fence. The property is adjacent to the main street  
15 of Garfield Avenue and also adjacent to an alley (or small street) that makes it an attractive  
16 nuisance entrance. The wall has white paint in different sections, which indicate prior graffiti. I  
17 also observed abandoned poles and trash which indicate to gang members that this property is not  
18 being taken care of.

19 **D. CHAN PROPERTY – 795 W. GARVEY**

20 22. On November 14, 2024, I personally and thoroughly inspected the Chan Property at 795  
21 W. Garvey to determine whether there were any attractive nuisance conditions relevant to my field  
22 of expertise. The Chan Property is a nearly complete restaurant structure on the northeast corner  
23 of Atlantic and Garvey. The small corner lot is entirely secured by a chain link fence and locked  
24 gate. Attached prominently to the building are obviously placed security cameras to deter  
25 trespassers and vandals. Also prominently posted on all sides of the building are “no trespassing”  
26 and “under surveillance” signs.

27 23. The interior of the building evidences ongoing construction work and indicates that the  
28 property is in use and not abandoned. Windows permit law enforcement and passersby to see into

1 the building from the street. I observed that the building itself is secured, and I saw no evidence  
2 of trespassers, whether homeless individuals or vandals. I observed no graffiti. Nor did I observe  
3 any conditions that would be in any way attractive to gang members, gang-affiliated persons, or  
4 the homeless. Unlike the large unsecured vacant lots directly adjacent to and across the street  
5 from the Chan Property, the Chan Property does not provide viable opportunities for concealment  
6 or for engaging in criminal or other illicit activities. This is because the property is secured by a  
7 chain link fence and locked gate, is obviously in use, and is on the very corner of a lighted and  
8 well-trafficked major intersection about a mile from the Monterey Park Police Station. [Attached  
9 hereto as **Exhibit Y** are true and correct copies of photographs I took of the Chan Property on  
10 November 14, 2024.]

11 24. My review of online real property information indicates that the Chan Property covers  
12 approximately 17,400 square feet, located on the corner of a busy well-trafficked major  
13 intersection. By contrast, 220 N. Atlantic, I understand, consists of some 80,000 square feet and  
14 extends eastward from Atlantic sufficiently far to be invisible from the street at night. The same  
15 is true of the large unsecured vacant lot at 780 W. Garvey Avenue, directly across Garvey Avenue  
16 from the Chan Property, which consists of some 105,000 square feet, and of the large unsecured  
17 vacant lot at the northwest corner of Atlantic and Garvey. All three of these unsecured vacant lots  
18 dwarf the small, secured, developed corner lot owned by the Chans.

19 25. As a lifelong student of the sociology of youth gangs, I understand that youths are typically  
20 drawn into gang activity through poverty and family traumas to which gangs provide what is too  
21 often the sole alternative for some of the San Gabriel Valley's most vulnerable children. Gang  
22 members are not born, but "born into"; they are forged by the brutality and willful indifference of  
23 the very adults to whom they turn for protection. These adults necessarily include local  
24 governmental officials.

25 26. In my decades working with gangs, I have worked directly with numerous local  
26 governments to address the problems faced by young people who are gang members or are at risk  
27 of being drawn into gang activity. From my perspective, it is incumbent upon local governments  
28 to eliminate conditions that are conducive to gang activity. This is necessary not only to deter

1 crime but to protect the most vulnerable youths in our San Gabriel Valley communities and to  
2 channel them away from potentially life-destroying actions.

3 27. Many small cities east of Downtown Los Angeles suffer from severe revenue shortages  
4 which limit the protections that municipal governments can provide to their at-risk youth. The  
5 funding of one program, in such cases, can require elimination of another, equally desirable,  
6 program; overworked code enforcement staff might focus attention on one hub of criminal activity  
7 but be unable to address another for lack of resources. Money for gang intervention social work  
8 might compete with funds for entirely unrelated programs, such as economic development and  
9 publicity efforts aimed at attracting big-name national retailers or hotels.

10 28. This is not the case with 220 N. Atlantic. The conditions at 220 N. Atlantic depicted in the  
11 April and August 2024 photographs were not a product of mere neglect. Rather, according to the  
12 Interoffice Memorandum and the Grbavac Declaration, the City was a willing and active  
13 participant, indeed it was the architect, by creating the conditions shown in the photographs and  
14 actively permitting them to exist. This is because the City steered Mr. Grbavac to 220 N. Atlantic  
15 and urged him to lease the property as a storage yard, imposed no safety requirements, and took no  
16 steps to ensure that even minimal safety precautions were taken. City officials permitted these  
17 obviously dangerous conditions to remain indefinitely after the sewer project was complete, until  
18 GRBCON retrieved its materials at its convenience. Even after GRBCON removed most of its  
19 equipment and supplies, the City has apparently taken no steps to address the other “attractive  
20 nuisance” conditions at 220 N. Atlantic which continue to be a magnet for illicit and harmful  
21 activity for criminals and at-risk youth.

22 29. I reviewed the correspondence which the City sent to the Chans, and the City’s First  
23 Amended Complaint. According to the information provided to me, the City from 2023 onward  
24 repeatedly issued notices and citations for code violations alleged to exist at the Chan Property but  
25 none to the owner of 220 N. Atlantic, where there existed and continue to exist far graver dangers  
26 to the public than any I observed at the Chan Property.

27 30. I understand that the City contends that the Chan Property is an “attractive nuisance” and  
28 an immediate danger to the public. Such a contention is not rational because (1) there is nothing

1 attractive or dangerous about the Chan Property, with its obvious security measures, and (2)  
2 because the City itself encouraged and continues to knowingly permit the far graver conditions  
3 existing at 220 N. Atlantic. The City’s intentional fostering and permitting of these conditions at  
4 220 N. Atlantic necessarily indicates that the City itself does not consider these conditions to  
5 constitute an attractive nuisance or a public danger, or the City is encouraging the existence of  
6 those conditions anyway.

7 31. In my decades of work with local governments throughout Southern California, I have  
8 never encountered so incomprehensible and irrational a mis-ordering of priorities. From the  
9 perspective of protecting the public, mitigating gang activity, and protecting at-risk youth, it  
10 makes no factual or logical sense for the City to allege that the Chan Property is an “attractive  
11 nuisance” or an immediate danger to the public while actively encouraging and knowingly  
12 permitting the real and obvious dangers at the property immediately to its north. Most disturbing  
13 about this matter is that the City is suing regarding the Chan Property under the guise of protecting  
14 the public when, in reality, it is intentionally permitting conditions which could have devastating  
15 consequences for at-risk youth and for the immediate neighbors of 220 N. Atlantic.

16

17 I declare under penalty of perjury under the laws of the State of California that the  
18 foregoing is true and correct.

19

20 Executed on January 28, 2025, at Los Angeles, California.

21

22

23



---

24

Martin M. Flores, Gang Expert Witness

25

26

27

28

**EXHIBIT Q**

**EXHIBIT Q**

**MARTIN M. FLORES**

1021 S. Fresno St. Los Angeles, CA 90023 323-203-8568cell gangexpertwitness@gmail.com

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**Objective:** My objective is to provide the judge, lawyers and the jury with professional testimony and expertise as it pertains to criminal street gang cases, prison gangs, transnational gangs, gang culture, interpreting tattoos, immigration hearings, gang boundaries, gang rivalries, Perkins Operation, Franklin Hearings, Juvenile cases & cases involving mediation

**Education:**

**University of California, Berkeley ,**  
*BA Degree Chicano Studies 1996*  
*Minor in Education & Anthropology*

**University of California, Los Angeles ,**  
*Community Planning & Education 1994 - 1995*

**Profession:**

Gang Expert Witness Services  
*Consultant*  
February 2006 – Present

**Los Angeles, CA**

- Testified in over 250 California Superior Court cases
- Appointed to over 2,000 Gang Cases
- Consulted in Gang Cases in Los Angeles, Orange, Riverside, San Bernardino, Ventura, San Diego, San Barbara, Tulare, Kern, San Luis Obispo, Monterey, Fresno, Merced, Alameda, San Francisco, Contra Costa, Mendocino, Sacramento, Santa Clara, Santa Cruz, Stanislaus counties in California and the states of Arizona, Oregon, Florida, Nevada, Maryland, Virginia, New York and Texas
- Consulted Attorney's in Federal Court on RICO cases (Floencia, Broadway Gangster Crips, Ontario Black Angels, Mara Salvatrucha, Frogtown, Canta Ranas, Wilmas, Pueblo Bishop Bloods, Gardena, Crips, El Monte Flores, Mexican Mafia, Mexican Cartels and other gangs)
- Consulted & Testified in Immigration Court involving Gang Culture, Structure, International Impact on Gangs, Country Conditions, Asylum Hearings, Convention Against Torture Hearings and Removal Hearings
- Appointed on over 50 Mexican Mafia related cases
- Consulted in over 1,500 Surenos & Norteno cases
- Consulted in over 500 Bloods, Crips & Hoover Criminals gang cases
- Consulted on Habeas Corpus cases
- Consulted and prepared reports on Franklin Hearings
- Consulted & testified in over 100 Juvenile cases
- Analyzed over 100 Perkins Operations cases
- Conducted over 1,500 social histories of gang members

- Interviewed over 2,000 gang members (active, non-active and former)
- Examined and analyzed over 2,000 police reports on gangs
- Reviewed gang intelligence gathered through law enforcement and media
- Conduct hundreds of interviews of family members of gang members
- Participate in County and City-wide gang intervention efforts
- Engaged in collaborative that involve community stakeholders
- Developed innovative programs and services for gang prevention
- Research and Investigate the Gang Culture and Impact on community
- Guest Speaker at Conferences and Colleges
- Documenting Gang Graffiti
- Understanding Gang Tattoos
- Analyze Phone Calls, Social Media and Wiretaps
- Read Books, Articles, Magazines and Internet Reports on Gangs
- Investigate the discovery on gang cases
- Advise Attorney's on Gang Culture
- Differentiate Gang Motivated Crimes from Personal Crimes
- Interpret the Street Slang and Spanish

**Areas of Specialty include:**

- Attractive Nuisance and Property Related Crimes
- Gangs and Homeless related crimes
- Gang Structure, Gang Rivalries
- Gang Politics in County Jail
- Prison Gangs (Mexican Mafia & Nuestra Familia)
- International Cases involving gangs in Mexico and Central America
- Cartels in Mexico
- Gang Deportation Cases, Immigration & Gangs
- Drug Sales (Street and Prison)
- Interpreting Tattoos and Graffiti
- Gang Enhancement Issues, Gang Injunctions
- Perkins Operations and utilization of Cooperating witnesses
- History of Gangs, Gang Migrations
- Country Conditions (Mexico, El Salvador, Guatemala & Honduras)
- Gangs and Race Relations (Hispanic and Black gangs)
- Identification of Hand Signs, symbols and codes
- Differences between taggers, party crews and gangs
- Girls in Gangs,
- Laws impacting gang cases including AB 333, Racial Justice Act
- Trial & Hearings Consultation
- Northern & Southern California Gangs (Nortenos/ Surenos)
- Bloods, Crips & Hoovers,
- Youth, Gangs and Education
- Franklin Hearings, Transfer Hearings & Resentencing Hearings

**Los Angeles Youth Opportunity Movement - Watts**

**Los Angeles, CA**

*Executive Director/Youthful Offender Director/ Community Relations Director*

October 2000 - 2014

- Implement Gang Intervention and Prevention Programs
- Develop school based probation services
- Collaborate with INSPIRE Research Academy to develop charter school
- Participate in Watts Gang Task Force Meetings and Subcommittees
- Meet with law enforcement and community leaders on public safety
- Coordinate services for Immigrant Students through new federal programs
- Assist families in their efforts to engage their children in school or training
- Advocate for at-risk youth
- Coordinate Educational & Vocational services for youthful offender
- Provide community a venue of special events including (Holiday Toys to children, Community Food Banks, Community Forums on local issues and others)
- Oversee the implementation of Workforce Investment program.
- Establish and maintain relationships with community stakeholders
- Monitor the implementation of programs serving youthful offenders
- Develop outreach strategies serving out of school youth
- Assist with the research and writing grants
- Facilitate & Participate County wide collaborative with Probation, LA County Office of Education and Los Angeles Community College District
- Implementation of Wake Up It Ain't No Game Conference
- Coordination of services between communication partners addressing youth issues city & county wide
- Interviewed incarcerated youth at every Juvenile Camp & Hall in Los Angeles County
- Assess youth gang backgrounds and their rivals
- Implement programs and resources for camp to community transition
- Work with gang intervention agencies and staff

**Department of Recreation, Parks & Community Service**

**Inglewood, CA**

*Community Programs Coordinator*

February 1999 – October 2000

- Oversee the implementation of the City Youth Action Plan
- Coordinate City-Wide special events including the Health Fair
- Participate in County-Wide consortiums impacting the services in the City of Inglewood.
- Work in collaboration with the local school districts to coordinate programs for the community
- Assist with services provided to Seniors and the Arts Community
- Monitor and Supervise staff and the City Volunteer program
- Update the department Web page

**Rogelio Flores Foundation**  
*Executive Director/ Founder*  
July 1994 – February 1999

**Boyle Heights, CA**

- Oversee the operations of the organization
- Establish and maintain a diverse board to address the needs of youth and families
- Develop programs addressing the educational, recreational, mentorship, leadership and health needs
- Collaborate with the local colleges/ Universities, School District and elected officials to enhance the program
- Identify funding opportunities and write grants
- Establish parenting classes and opportunities.
- Maintain oversight of the facilities, staffing and program implementation
- Recruit & Hire staff, volunteers
- Meet with administrators, parents and community stakeholders
- Work with youth from different gangs in Los Angeles

**Language:**

Speak, Read and Write fluent English & Spanish

**Awards and Community Involvement:**

- MELA- SI Mothers of East LA Community Leader Award 1996
- Points of Light Award 1997
- President's Award for Community Service 1998
- Legal Aid Foundation of Los Angeles Board Member
- LA CAUSA – Youthbuild Board Member
- Watts Gang Task Force
- Kenyon Juvenile Justice Center – Think Tank
- Special Education Surrogate Parent

**Presentations, Trainings and Certifications**

- “Juvenile LWOP Seminar” at USC Gould School of Law
- “Introduction to Criminal Justice” at CSU Long Beach
- “Racial Justice & Criminal Defense” at Loyola Law School
- “Implementation of AB333” at Fitzgerald, Alvarez & Ciummo
- “Growing Into & Out of Gangs” at California Public Defenders Association – Juvenile Delinquency Defense Seminar
- “Gangs & Legal Consequences” at CSU Dominguez Hills Department of Sociology
- “Gangs in Rural California” at Mixteco/Indigena Community Organizing Project
- “Juvenile Delinquency & Understanding the Law” at Career Day Waite Middle School
- “Chicanos, Law & Criminal Justice” at University of California Berkeley
- “Understanding the Law and Juvenile Justice” at Ollin University Prep
- “Criminal Street Gangs & Documenting Gang Intelligence” at Association of Independent Judicial Interpreters of California

- “Understanding Sanchez: How it Affects Our Cases and Our Clients”
- “Gang Training Seminar – Gang Culture & Enhancements” at Norwalk Public Defender’s Office
- “Gang Allegations and Updates in the Law” at ICDA Seminar
- “Gangs and conditions of Probation” at Sacramento County Public Defender’s Office
- “Policy & Procedures for the Cal Gang System”
- “Cal Gang System Implementation” at Alameda County Public Defender’s Office
- “Gang Enhancements & How they impact youth” at San Francisco Public Defender’s Office
- “Gang Culture & the Law” at Ventura County Public Defender’s Office
- “Chicanx Law & Criminal Justice” at University of California at Berkeley
- “Gang Membership & Gang Culture” at Office of the Federal Public Defender
- “Understanding Sanchez & Prunty” at Los Padrinos Juvenile Hall
- “Special Immigration Status for Probation Youth” *by Public Counsel*
- “Relative Caregivers Guide: Benefits for Children in Probation” *by Legal Aid Foundation of Los Angeles*
- “Victims of Crimes” *by LA District Attorney’s Office*
- “Success in Education Advocacy” *by LA Public Defender*
- “Independent Living Services for Age 18+ Youth” *by LA County Probation Department*
- “Mental Health Placements for Probation Youth” *by Dorothy Kirby Center*
- “Addressing Bullying and Hate Crimes in School” *by Los Angeles Unified School District*
- “Gang Intervention, Gang Reduction- What Works and Doesn’t Work” *by Mayor Villaraigosa’s Office*
- “Middle School Safety Initiative” *by Los Angeles City Attorney’s Office*
- “Job Training and Job Placement for Juvenile Offenders” *by Job Corps*
- “Psychotropic Medications for Probation Youth” *by County Mental Health*
- “Public School Expulsions” *by Los Angeles Unified School District*
- “Empowering Parents” *by Parents of Watts*
- “Is School a Safe Place for our Youth” *by Los Angeles Unified School District*
- “Creating Opportunities for offenders” *by Project Read*
- Promoting Appropriate Educational Outcomes for Youth Offenders” *by Honorable Michael Nash, Presiding Judge, Juvenile Court*
- Points of Light Award 1997
- President’s Award for Community Service 1998
- Legal Aid Foundation of Los Angeles Board Member
- LA CAUSA – Youthbuild Board Member

**References:** Excellent recommendations available from all former employers, Community Based Organizations, Judges, Probation Department and Lawyers

**EXHIBIT R**

**EXHIBIT R**



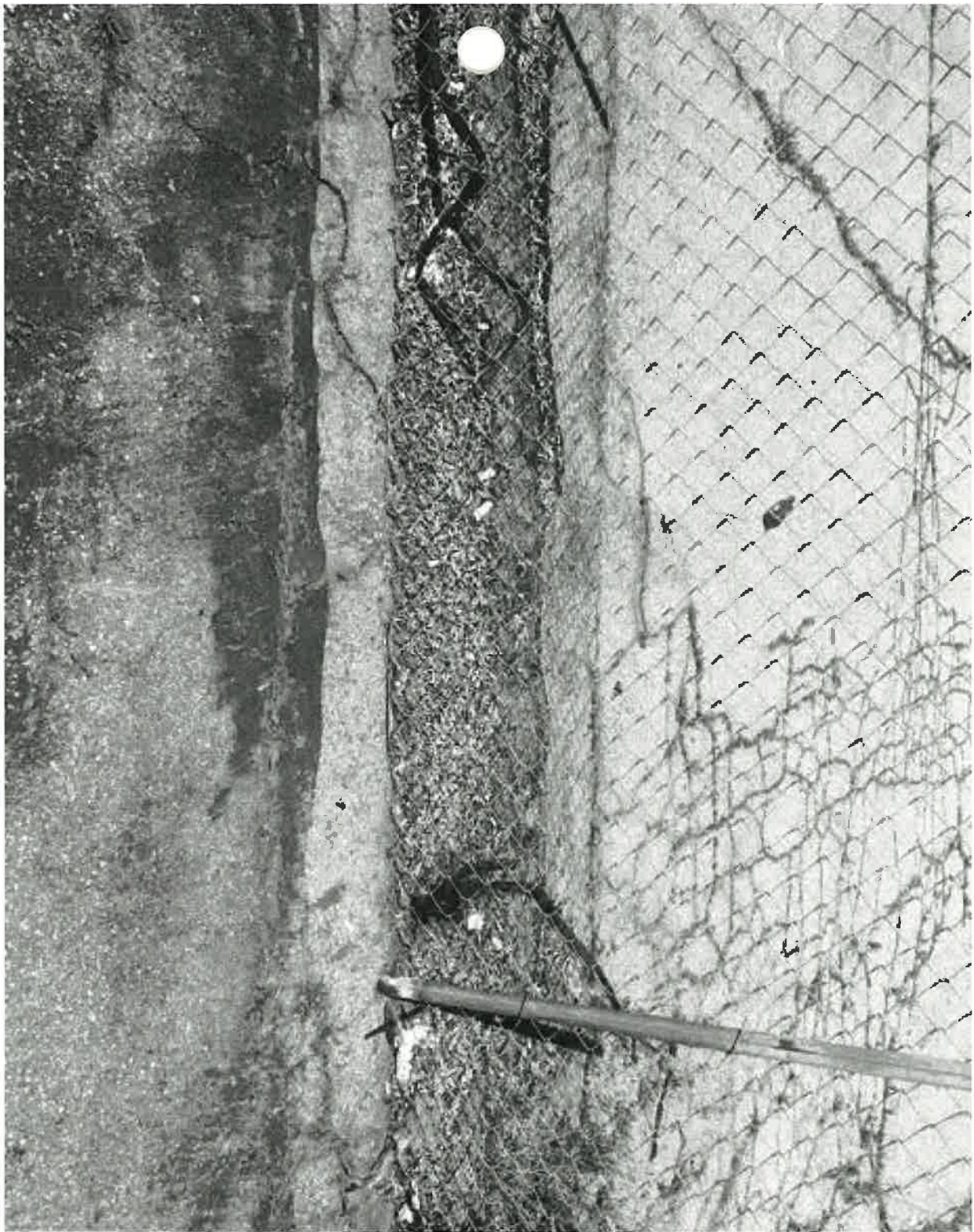


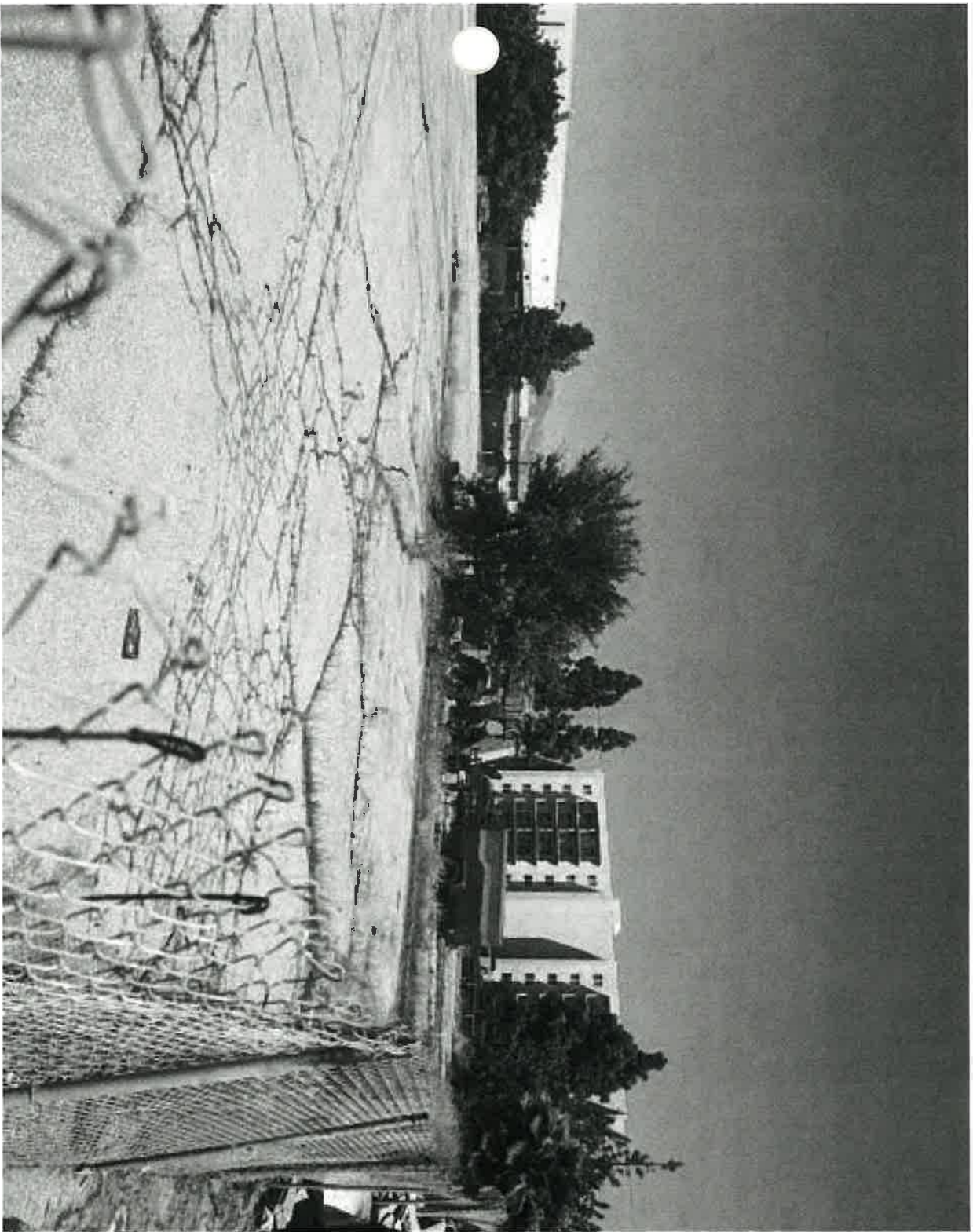






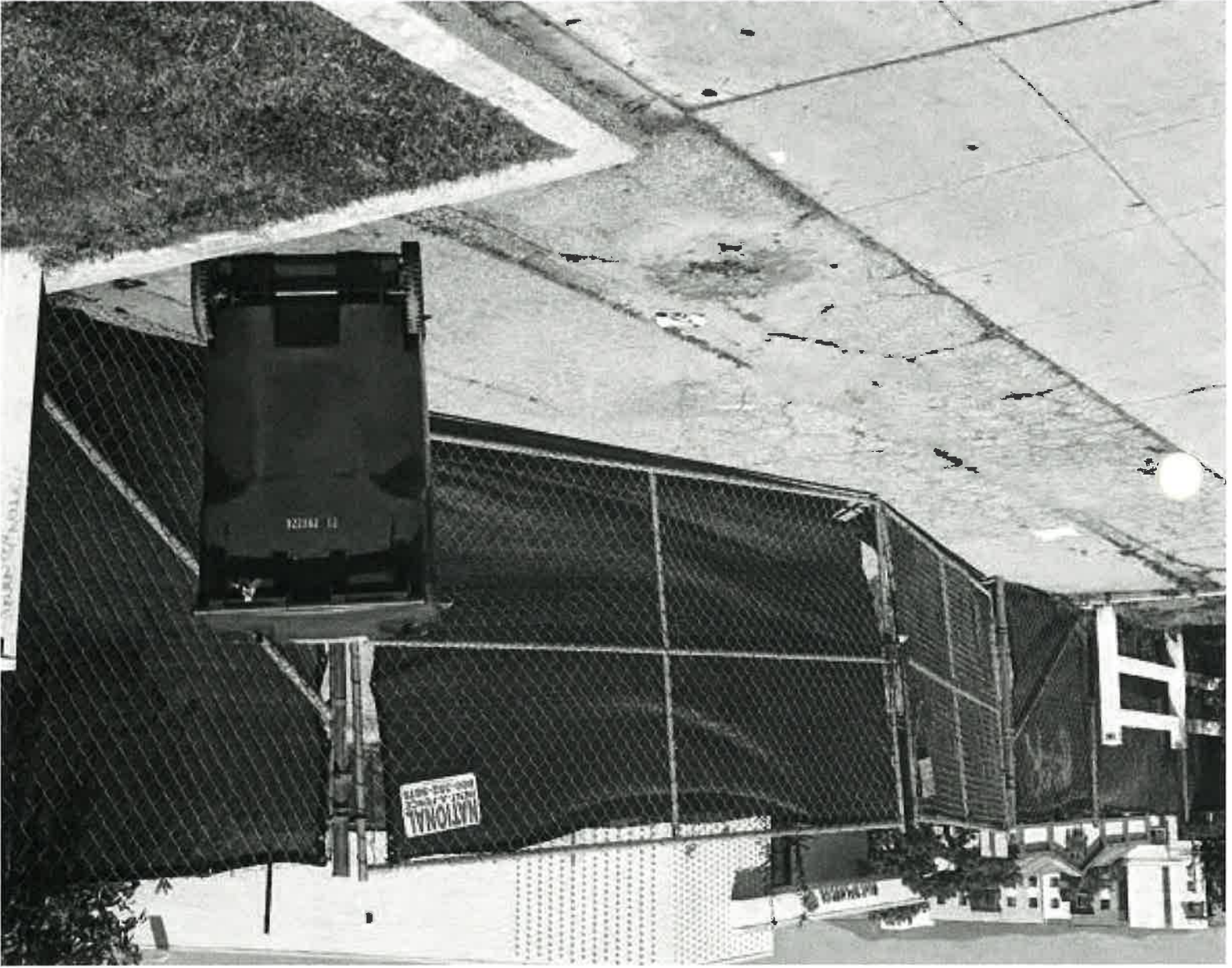




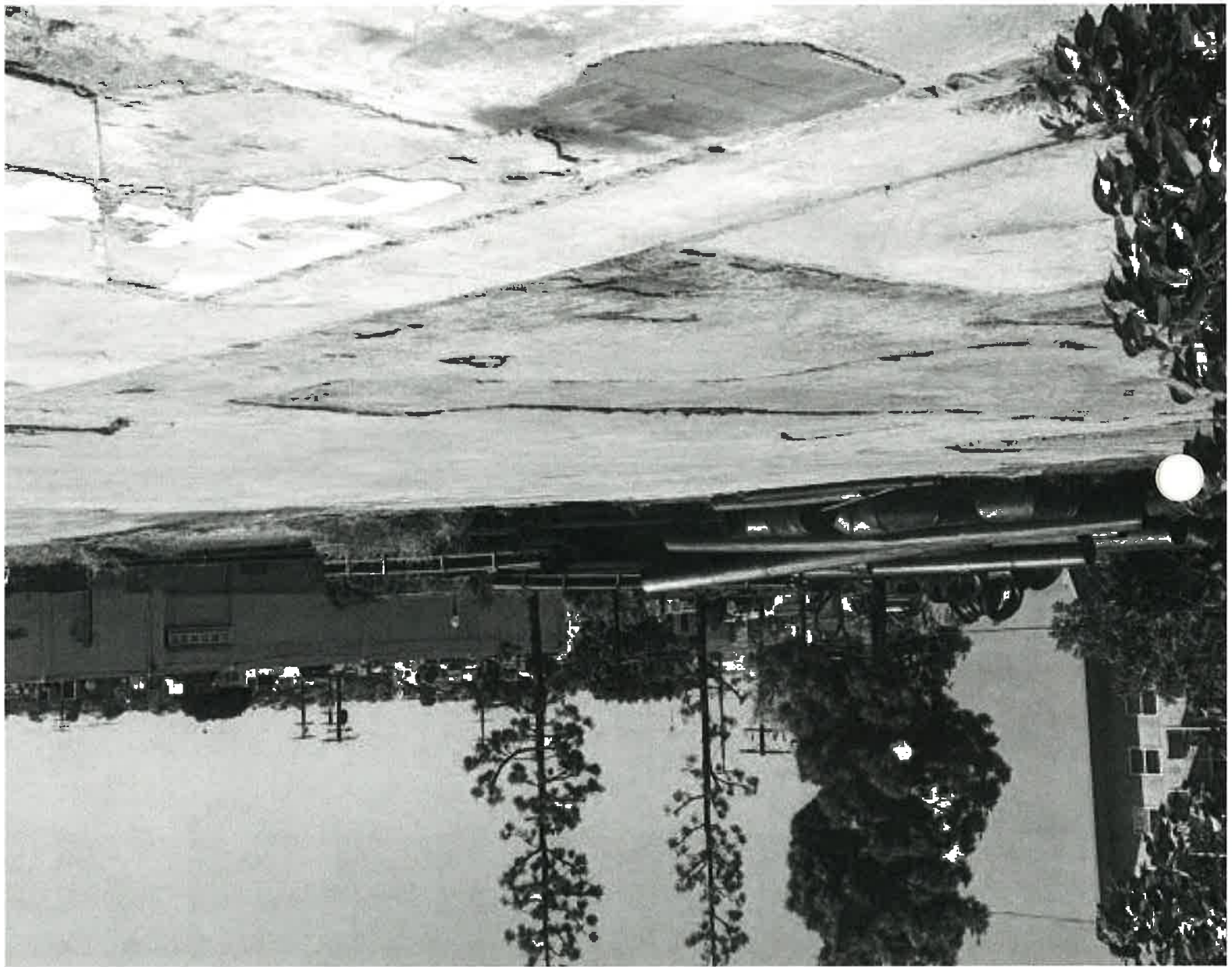






































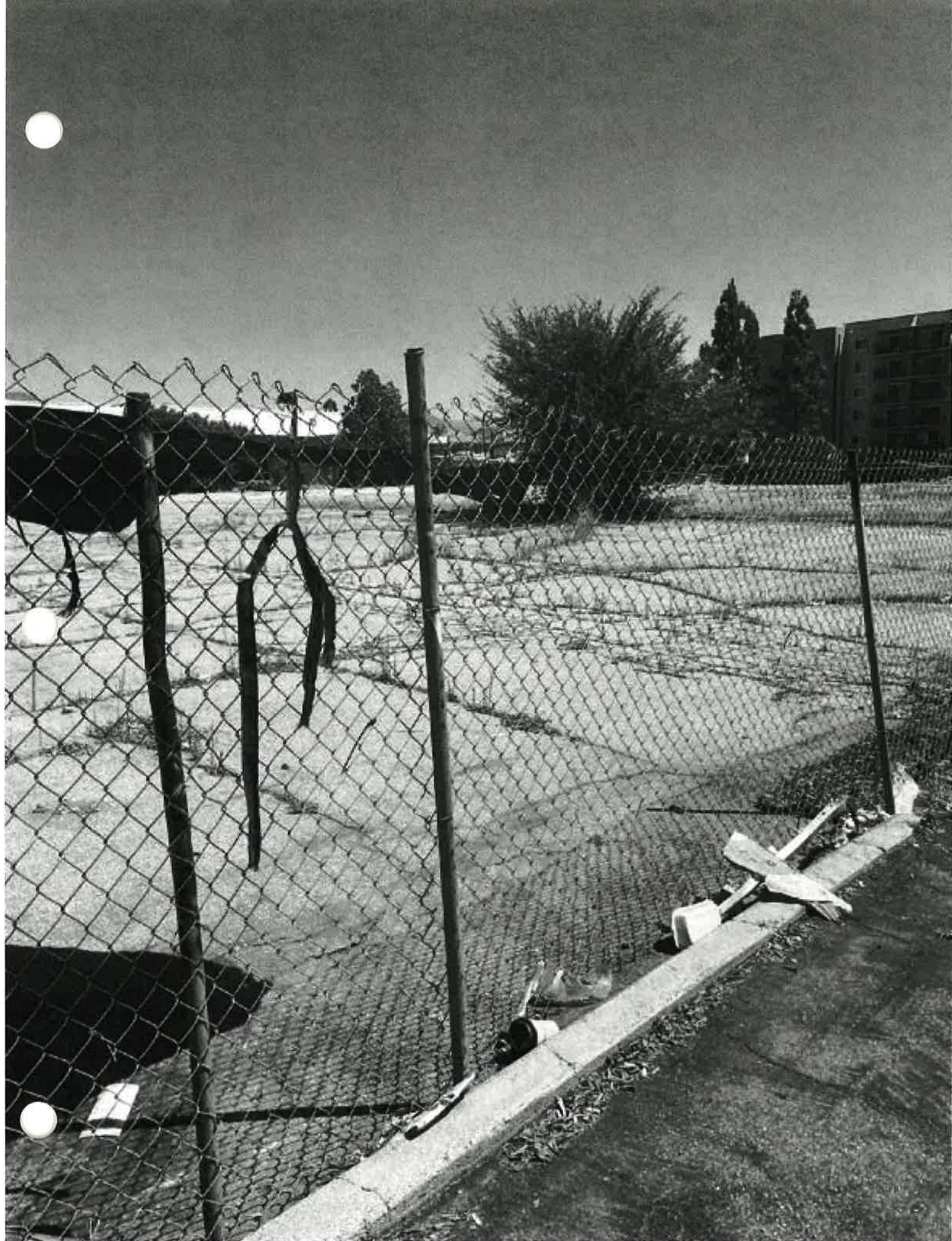




**EXHIBIT S**

**EXHIBIT S**

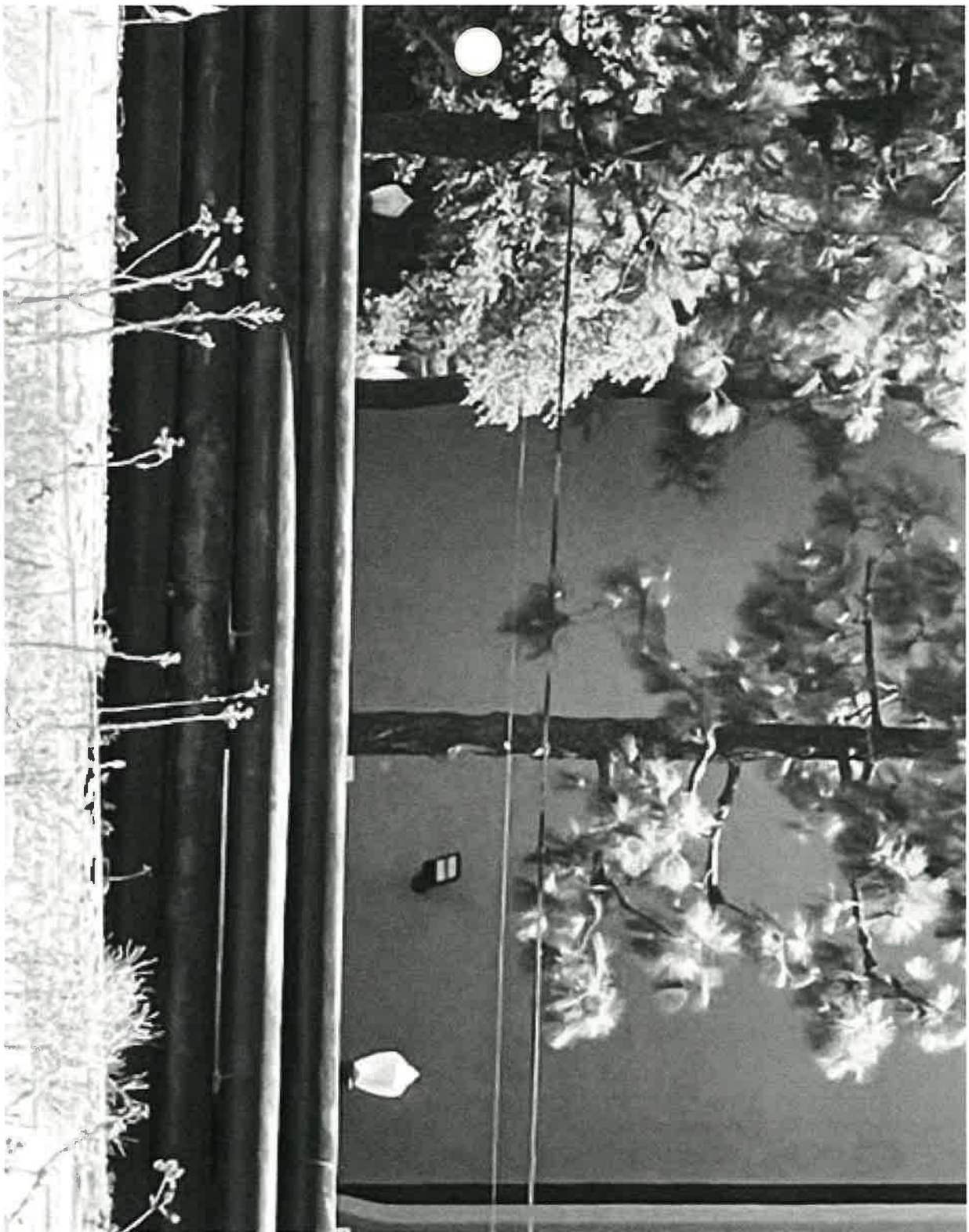








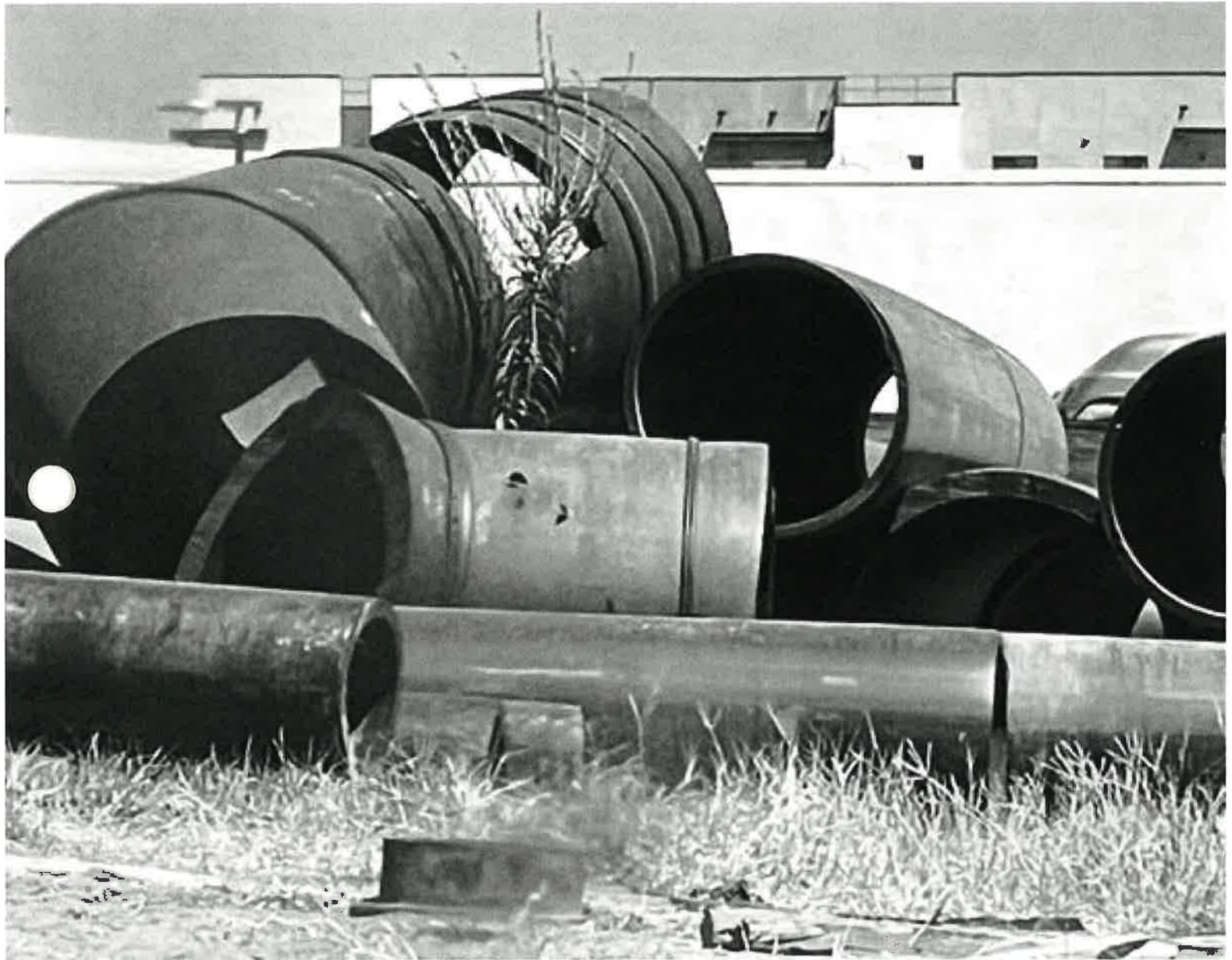




















**EXHIBIT T**

**EXHIBIT T**





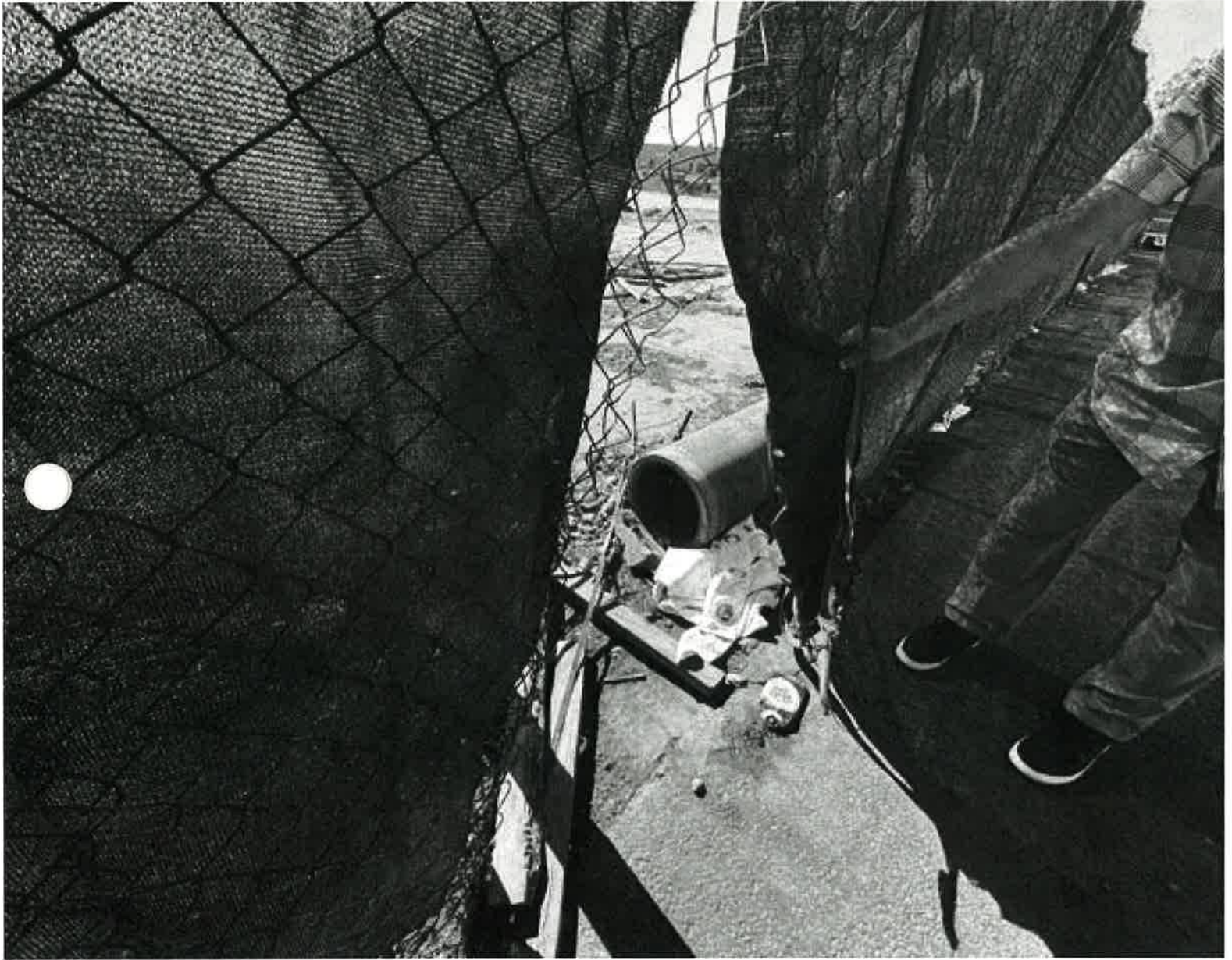












**EXHIBIT U**

**EXHIBIT U**



# CITY OF MONTEREY PARK

## Interoffice Memorandum

**DATE:** Monday, April 19, 2021  
**TO:** Frank A. Lopez, Interim Director of Public Works  
**FROM:** Maintenance Services, Parks, Water Utility, and Engineering  
**SUBJECT:** Weekly Status Report Update

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### PUBLIC WORKS STAFF REPORTS

| Date Submitted | Title                                   | Division |
|----------------|---|----------|
|                | <b>April 21st Meeting</b>               |          |
|                | <b>May 5th Meeting</b>                  |          |
|                | SGVMWD Low-Income Bill Assistance Grant | Water    |

### MAINTENANCE SERVICES DIVISION

**Electrical:**  
**COMPLETED**

- Langley: Electrical work in restrooms
- City Hall: Replaced electrical components for the basement pump system
- El Encanto: Landscape lighting project

### WORK IN PROGRESS

- El Encanto: Electrical work

### Facilities Maintenance:

**COMPLETED**

- Library: Installed new Book Return Dropbox (Ramona)
- City Hall: Removed a large cabinet from the basement (PD)
- City Hall: Relocated a Drafting table for Engineering

- City Hall: Replaced the paper towel dispenser in the CMO conference room
- Langley: Replaced batteries to automatic toilet valve sensors (multiple Stalls)
- City Yard: SSD replaced panel batteries (Fleet, Facilities area)
- El Encanto: Broke out concrete from the water fountain for electrical conduit installation
- Library: Pyro-Com replaced a faulty relay in the small classroom.
- City Yard: Job walk with water department (Kitchen Remodel)

## **WORK IN PROGRESS**

- Carpet Quotes

## **MAINTENANCE SERVICES/STREETS**

### **Asphalt/Concrete:**

Storm watch - None

Potholes Filled - 273 Potholes

Grind Sidewalks 552 sq ft 7 locations

Ramp Sidewalks - 7 locations

Remove and Replace Asphalt - 36 sq ft.

Remove and Replace Concrete - 36 sq ft

Cleaned City Parking Lots / Library / City Hall / Parking Dist. # 1 & 2

Water cuts - 0

\*Notes: Traffic control for Vaccination event at Garvey Ranch Park 4/14/21

### **Clean Team:**

Bus Shelters Cleaned - 58

Trash Cans Emptied - 58

Graffiti Removed - 584 sq ft.

Shopping cart picked up – 2

Bulky Items picked up - 22

Posters/Signs Removed - 0

Cleaned City Parking Lots / Library / City Hall

\*Notes: None

### **Sanitation:**

Video – 0 FT

Trash roll off bins - 5 x 30 yard containers: 2 x 10 yard containers.

Hydro-jet – 17,310' LF

Cleaned City Parking Lots / Library / City Hall / Parking Dist # 1&2

\*Notes: None

## **Traffic:**

Maintenance - 0 Signs

Replaced - 0 Signs

Painted Red Curb - 0 LF

Paint Stops and Bars - 0

Repaint Double Yellow - 0

Cleaned City Parking Lots / City Hall / Library/Parking Dist # 1 & 2

Pavement markings - 644 LF

Curb markings - 135 LF

\*Notes: Crew dug out and poured footing for (LPR) license plate reader for P.D

This was installed on Garvey Av between Florence and Elizabeth Av in the center median

## **FLEET MAINTENANCE SERVICES/AUTO SHOP**

### **SERVICE:**

- **Police**

#082 PM, front brakes, idler pulley, belt tensioner, radiator cap, purge valve, vapor canister, engine and transmission mounts, coolant reservoir and fuel cap. (14.7Hrs)

#124 PM and rear brakes. (3.0 Hrs)

#127 Replace battery. (1.0 Hrs)

#156 Two tires and front brakes. (3.0 Hrs)

#170 PM. (1.0 Hrs)

- **Fire**

- **Street**

#977 Replaced battery and repair ignition switch. (2.0 Hrs)

- **Water**

# Service call no start rear engine. (2.0 Hrs)

- **Parks**

#060 Replace battery. (1.0 Hrs)

#063 Replace starter. (2.0 hrs)

- **Vehicle Damaged**

#900 Vehicle stolen and damaged. Inventory of items stolen currently being prepared by Street Supervisor Guillen.

Repaint vehicle. \$1,450.52

- **Vandalism**

#022 Catalytic converter (stolen 01/23/21)

#016 Catalytic converter (stolen 02/10/21)

#ST51 Four batteries (stolen 03/04/21)

#ST59 Four batteries (stolen 03/22/21)

#PD02 Four batteries (stolen 03/30/21)

- **Vehicle major repair**

NA

### **Vehicle Transport**

#200 Take to Bravo Chrysler Dealer

# 016 Take and pick up from Mikes muffler

### **Training**

### **Cleaning**

(2.0 Hrs)

### **Parts pickup**

### **Part Timers Schedule:**

Position in Recruitment

### **Vehicles and equipment scheduled for auction:      Status:**

PD unit 905 (K9)

PD unit 701 (K9)

Street Pallet forks

### **Vehicles and Equipment picked up for auction: None**

## **PARKS DIVISION**

### **Parkway Trees:**

- **Trim, Remove, & Plant List:** WCA work service request work orders for trimming and planting (March)
- **City Hall:** South slope and surrounding area trees (6) set for removal this week.  
**COMPLETED**

### **Medians:**

- Normal daily continued maintenance activities.(Mariposa)

### **Parks:**

- Normal daily continued maintenance activities.
- Parks opened for Little League and/or Recreation permitted activities: Barnes, Garvey Ranch, Sierra Vista, and La Loma as of MONDAY 4/12/2021

### **Special Projects / Activities:**

- **El Encanto:** Ongoing irrigation, exterior wall, landscaping, electrical, and fountain repair work.





- **N. Atlantic Ficus:** Awaiting Budget approval for complete project.
- 9 trees from upper northern portion of Section 1 (Newmark to Harding) are being removed this week. Concrete repairs to follow.

**Personnel:**

- **Workers Comp. Light Duty:** Crew Leader Alba
- **Vacancies:** P/T & F/T personnel requisitions are in HR/Finance to be recruited. 2 x F/T 1 x P/T Maintenance Worker P/T

***\*\*F/T interviews scheduled for 3/24/21\*\*\*Candidate was tendered an offer and accepted. File currently in H.R.***

## **WATER UTILITY DIVISION**

### **Administration:**

1. Conducted a PowerPoint presentation to the SGVMWD board of directors, the presentation informed the district on how the city of Monterey Park was utilizing the \$4 million dollar loan. I presented the PFAS Treatment System project, scope of work, and desired outcome. The Directors were satisfied with the use of the funds and requested to be periodically informed of the progress of the project. I will continue to provide the district with updates as the project moves forward.
2. Attended a meeting with WQA, EPA, and members of the City of Monterey Park's PFAS Treatment System project team. The meeting was conducted to fill in the EPA and WQA on the struggle MPK is having with DDW. Currently DDW will not let us run wells 12 and 15 without the dual barrier in place; the issue is the dual barrier has to be taken out of service in order to construct the PFAS Treatment System. The dual barrier is the hub of where construction will take place. The EPAQ and WQA are greatly concerned about wells 12 and 15 not pumping water out of the basin and letting contaminants work their way to the Whittier Narrows area. The EPA and WQA want MPK to continue to use wells 12 and 15 in order to keep contaminants from making their way south, both government agencies are going to discuss options with DDW in hopes of avoiding completely turning off wells 12 and 15. Further information will follow in the next few weeks.
3. Attended the Basin Management Meeting via zoom. Topic of discussion revolved around the current drought conditions in the San Gabriel Valley Basin. More discussion will follow in the upcoming basin meetings.
4. Attended a meeting with Eurofins staff, topic of discussion was samples and new language that will be installed into Eurofins contracts moving forward. Rick Zimmer will provide information regarding the change to language for the city's review. Eurofins provides water sample results for the city of Monterey Park.

### **Personnel Openings/Hiring Status:**

***Production*** – 1 opening, Water Production System Operator

***Distribution*** – 1 opening, Water Utility Maintenance Worker

***Consumer Services***

### **Production:**

- **Water Quality Sampling**

- Took Weekly Well 9,12,15, Well 5 and Well 1, 3, 10, Fern treatment plant samples.
- Took Week 2 Distribution bacteriological samples.

- Coordinate Week 3 sample kits and inspect.
- **Operations**
  - CGTS – Staff participated in Windows Teams meeting with Water Quality Authority, Environmental Protection Agency, Hazen & Sawyer, and MPK Team for briefing on proposed PFAS treatment design and communications with DDW.
  - Completed and emailed 3<sup>rd</sup> Quarter FY 2020-21 Water Quality Authority, Pumping Data, Maintenance, and Water Quality Summary reports.
  - Completed and emailed March 2021 State Water Resource Controls Board – Division of Drinking Water monthly water quality reports.
  - Worked on 3<sup>rd</sup> Quarter FY 2020-21 Water Master Treatment Facilities report.
  - Coordinated startup tests and controls training on new 6 inch emergency portable pumper. Tentatively scheduled for 4/22.
  - Downloaded and reviewed laboratory reports.
- **SCADA**
  - Control Automation Design worked on new SCADA software (Ignition) controls logic programming.
- **Standby & Call-outs**
  - Daily & Weekend SCADA system operations
  - 4/16 – Sequoia & Kingsford Booster Station, brief SCE power outage.
  - 4/18 – Sequoia & Kingsford Booster Station, brief SCE power outage.
  - 4/18 – La Loma Reservoir, communication failure.
- **Treatment Plants**
  - Well 1,3,10,Fern Treatment Plant –
    - Operated per system demand.
  - Well 5 Treatment Plant –
    - Operated per system demand.
  - Well 9,12,15 Treatment Plant –
    - Air Stripper Acid System – Worked on Rosemount pH controller. Installed new pH probe, calibrated, and placed back in service.
- **Distribution System, Booster Stations, & Reservoirs**
  - Operated per system demand.
  - Pine Tree Reservoir – Staff met with West Coast Arborist to review tree service maintenance.
  - 1994 Cerca Alta – Staff addressed water quality compliant, resident's internal water conditioning system failed leaking citric acid into house plumbing lines lowering water pH to 5.
  - 800 S. Garfield - Staff addressed water quality compliant, hard water mineral precipitation.

## Distribution:

- **Water Main Repair**

- Keller St. and Fulton Ave. – Replaced rounded operating nut and repacked 8" water main valve. **Resolved**
- 550 W. Garvey Ave. – Contractor to install 4" fire line and meter manifold. Contractor to start installation the week of 4/19/21 – 4/23/21. **Pending**

### **1A. Leak Detection**

- 1691 Kempton Ave. – Leak detection. **Pending**

- **Water Service Repairs/Installations**

- 653 Sherwood Circle – Install 1" combo meter. Scheduled for the week of 4/19/21 – 4/23/21. **Pending**
- 314 S. Moore Ave. – Install 3 – 1" combo meters. Owner or contractor needs to pay for street repairs (new paved street) Engineering would advise when ready to install. **Pending**
- 432 S. Alhambra Ave. – Install 8 – 1" combo meters. Installation scheduled to start the week of 4/12/21 – 4/15/21. Contractor installed 8" lateral and manifold. Water service installations, hydrostatic testing, and water sampling to start the week of 4/19/21 – 4/23/21. **Pending**
- 410 W. Hellman Ave. – Install 1" combo meter. **Pending**
- 1722 S. Mc Pherrin Ave. – Installed new 1" water service and abandoned old service. **Resolved**
- 550 W. Garvey Ave. – Met with contractor regarding 4" fire line and meter installation. Water main installation to start the week of 4/19/21 – 4/23/21. **Pending**
- 327 Ladera St. – Installed new 1" water service. Abandonment of old service still **Pending**

- 1197 Brier Cliff Way – Install new 1” water service. **Pending**
- 441 W. Garvey Ave. – Replaced broken meter box. **Resolved**
- 215 N. Alhambra Ave. – Repaired leaking 1” water service. **Resolved**

- **General Services**

- Completed USA’S.
- Routine System maintenance completed.
- Valve program – G-4 – F-4.
- Hydrant Maintenance – G-4 – F-4.
- Fire Flow – 5
- Dead-end flushing – 3
- Staff – SMW Integration and Troubleshooting
- Staff – Slurry Project – Re count valves and paint valve lids.
- Staff – Started maintenance on air vac’s throughout the city and replacing all air-vac cans.
- Staff – Re arranging warehouse and utility bins for kitchen repairs.
- Staff – Participated in Department Meetings on Monday’s and Thursday’s.
- Staff – Staff participated in Human Resources Academy Training.
- Staff – Street Paving and Asphalt Overlay Project. – Staff started walking numerous streets to identify galvanize services or water main work pending in surrounding area of work.

**Standby / Callouts:**

➤ N/A

**Customer Service:**

Staff Attendance

|                   |                  |
|-------------------|------------------|
| David Zapata      | Off 4/15         |
| Daniel Mireles    | Present all days |
| Frankie Dominguez | Present all days |
| Daniel Abarca     | Off 4/12         |

Accomplished Tasks

|  |       |             |       |
|--|-------|-------------|-------|
| <b>Meter Reading</b>                               |       |             |       |
| Read Routes  | 40-43 | Meters Read | 1,214 |
| Re-Reads Routes                                    | 36-39 | Re-Reads    | 312   |
| <b>No. of Things-to-Do from City Hall Requests</b> |       | <b>51</b>   |       |

|  |       |  |     |                    |       |
|--|-------|--|-----|--------------------|-------|
| Support Services Admin   |       | <i>Turn-Offs/Tags suspended until further notice</i> |     |                    |       |
| Delinquent Turn-Offs   | 0     | <i>Delinquent Tags</i>                               | 0   | Green Tags         | 7     |
| Meter Read & Off/On  | 12/10 |  |     |                    |       |
| Consumer Assist Calls  |       | 22   |     |                    |       |
| Property Leaks   | 2     | Meter Leaks  | 0   | Curb Stop/Svc Leak | 3/0   |
| High Bills   | 0     | Turn On/Offs Repair                                  | 9/8 | Water Quality      | 0     |
| Low PSI Calls  | 0     | Water Conservation Complaints/Intervention           |     | 0/0                |       |
| <b>Maintenance</b>   |       |  |     |                    |       |
| Meter Box Repair/Replaced  | 1/0   | Registers Replaced - Dead/Stopped                    |     |                    | 44/13 |
| <b>Cross Connection</b>  |       |  |     |                    |       |
| Backflow Test/Repairs  | 0/0   | BFT Entered into Tokay - Existing/New                |     |                    | 25/0  |
| Mailed BFT Reports 1 <sup>st</sup> Notice/2 <sup>nd</sup> Notice |       |  |     |                    | 0/0   |
| Final Inspections  |       | 0  |     |                    |       |
| Fire Hydrant Meters Installed/Read                               |       | 0/0  |     |                    |       |

**Conservation:**

## **ENGINEERING DIVISION**

### **Administration:**

- 1. Budget Coordination** – Continued coordination with Finance for 21/22 Budget.
- 2. Environmental Commission:**
  - Update provided on timing of the Climate Action Plan and priority of the Housing Element.
  - Commission still seeking additional grant opportunities
- 3. RFP'S**
  - **SR-710 Mobility Improvement Project Management** In the process of reviewing and revising second draft of RFP. Available for Director review next week.

### **Miscellaneous Items:**

#### **1. Major Utility Work or Interruptions:**

##### **SCE:**

- Cable Upgrade – Project completed – No known impacts or issues.

##### **SoCal Gas:**

- Main replacement on Trumbower, Starbird, Keller and Wilcox: On schedule - target completion date of May 31, 2021.

### **Capital Improvement Projects:**

#### **1. Fire Station 62 Demolition & Reconstruction - Phase II (Fire Station) (92002)**

- 65% Complete
- Framing 2<sup>nd</sup> Floor and Apparatus Room ongoing
- Utilities Roughed In and SCE power Pole replaced
- So Cal Gas to install new service on 4/20
- Insulation and Drywall to begin this week.

#### **2. N. Atlantic Water Sewer Improvements (96001)**

- **Phase I - Sewer:** City's design engineer, SA Associates, approved change of method to "jack & bore" (no comments from LA County Sanitation Dist); SA will provide additional project management assistance. Work to start in 3-4 weeks. By next week, staff will receive an

exact start date. GRBCON has obtained a rental staging lot (#1) at 220 N. Atlantic Blvd. Contractor to take over site and mobilize on May 1<sup>st</sup>.

**Phase II - Water:** Gentry Brothers, Inc was the lowest responsible bidder at \$886K. Council awarded contract at the 3/3/21 meeting. PM sent out award letter to contract. Expect to receive signed document this week. Signed set of Contracts received by PWk, routing documents for approval.

### **3. Solar Panel Installation –**

- Site #1: Library – Cenergy started working on relocating the switch box in the library to make space to install their control box. Once that is complete, they will schedule with us and SCE for a power shut down of the building to be able to connect the power
- Site #2: Langley – Building Dept. signed off the electrical work. They do have some asphalt restoration to complete in the parking lot and the removal of the chain link fence. It is expected that the restoration work to take place in the next two weeks.
- Site #3: City Hall – tentative start date 4/23

### **4. Northeast Phase II Water Improvements**

- Design Consultant Submitted 1<sup>st</sup> plan and specs
- Staff reviewing Plans and Specs Package
- Looking ahead – Staff to set up meeting with water department to review.

### **5. City Hall Furniture Upgrade**

- **City Clerk's Office Furniture:** Vendor finalizing order – Lead time 68 weeks.
- **City Manager's Office:** Staff is working on layout for this office.

**6. Garfield/Graves Traffic Signal Upgrades (96015 & 96005)** –Valve replacement was initially scheduled for 3/22/21 but TBD – Cesar to follow-up this week. Cesar contacted PTM for confirmation with sub contractor on valve relocation and civil work. Contractor will verify start date this week.

### **7. 2019-20 Street Resurfacing Project at Various Locations (96008):**

- Meeting with SCE on Wednesday 04/07/21. Per the meeting, SCE will bear responsibility and cost burden for resurfacing Markland Drive from Wilcox Avenue to Potrero Grande Drive at the completion of their project. SCE will be completing the work in accordance with the City's specifications. I will be providing the specs, design, and existing conditions

in a bid package format. Additionally, SCE will indicate this responsibility on the permit application as a required condition for permitting. This will save the City approximately \$200,000.

- Updated construction cost of \$4.3 million – However, the following locations were added back to the 2019/2020 project (previously removed)
  - a. Plateau Ave – Village Drive to Cul-De-Sac
  - b. Village Drive – Plateau Avenue to Town Avenue
  - c. Metro Drive – Aztec Way to Village Drive
  - d. Abe Way – Metro Drive to Cul-De-Sac
  - e. Village Place – Village Drive to Cul-De-Sac
  - f. Hammel Drive – Country Road to Village Drive
  - g. Country Road – Gate to Town Avenue
  - h. Country Place – Country Road to Cul-De-Sac
  - i. Town Avenue – Country Road to Kays Avenue

#### **8. 2020/21 & 2021/22 Street Resurfacing**

- Listing locations based on the latest PMP study.
- Creating location tables/diagrams and construction estimates.

#### **9. Catch Basin CPS Units Installation (96010) – Coordinating with John Hunter to start the permitting process with LA County.**

#### **10. Water Yard Kitchen Extension (4054220-5251)**

- a. Agreement finalized.
- b. Project walkthrough completed.
- c. Contractor preparing plan to submit to Building for permits.

#### **Development Related Projects:**

- 1. 1970 S Atlantic Blvd – Raising Cane’s restaurant**
  - a. Waiting for the MCA and the engineering cost estimate for the grading bond.
  - b. Applicant needs to submit AUP application.
- 2. 2439 S Garfield Ave – ARCO & Starbucks**
  - a. Waiting for the grading bond amounts to be posted.
  - b. Demolition started over the weekend without permits and AQMD clearance.
  - c. Formal demolition application submitted 4/18/2021
  - d. Charging an extra inspection fee for today.
  - e. Applicant contacted to complete submittal.
- 3. 314 S Moore Ave – 2nd submittal of Site plan review (TM-20-04) draft conditions of approval completed April 8, 2021.**
- 4. 505 Monterey Pass Road – 1st Site plan review (DRB-21-10) comments Due April 16, 2021.**
- 5. 555 N Atlantic Blvd – Dedication review - RKA reviewing the dedication document.**

## **BUILDING DIVISION**

4/12/2021 to 4/16/2021

### **Plan Check**

---

|  |     |
|--|-----|
| Number of New Submittal  | 11  |
| Number of Submittal Routed                                     | 18  |
| Number of Submittal in the queue for review<br>as of 4/16/2021 | 9   |
| Inspections Completed:   | 110 |

a. .

## **PLANNING DIVISION**

- Plan Checks Reviewed: **8**
- Emails: **13**
- Phone Calls (Planning Line only x315): **70**

### **1. General Business:**

#### **Housing Element:**

- a. Data requested by consultant is being prepared
- b. Next Steps:
  - i. – Site Opportunity List
  - ii. Community Engagement Strategy (Time Sensitive)
    1. Social Media
    2. Cascades
    3. Stake Holders from GP LUE Update
  - iii. AB52 – Tribal Consultation

### **2. Development Submittals:**

#### **Applications Under Review:**

- a. Self Storage – 505 Monterey Pass Rd. – Madison Capital –
  - i. 74,750 square feet – OP – Non-McCaslin Park
- b. Town Center - 114 E. Garvey Avenue
  - i. Revised Plan to increase height and number of residential units.
- c. Zone Text Amendment:
  - i. To allow office on the first floor by CUP.

#### **Upcoming Hearings:**

- a. Good Views – 16 Unit Town Home Development (June 2021)

- b. Whitmore Villas – 62 Town Home Units (June 2021)
  - ii. CEQA comment period ended 4/14/2021
  - iii. Response to comments are being prepared.

**EXHIBIT V**

**EXHIBIT V**

1 Andrew O. Krastins, Esq. (State Bar No. 179699)  
2 LAW OFFICE OF ANDREW O. KRASTINS  
3 333 W. Sixth Street, Suite 213  
4 San Pedro, CA 90731  
5 Tel: (562) 357-9789  
6 Email: [Akrastinslaw@aol.com](mailto:Akrastinslaw@aol.com)

7  
8 Attorneys for Defendants, Edward M. Chan,  
9 Howard Chan, Man-Fei Chan Gold and  
10 Patricia Yu Chan

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF LOS ANGELES

13 THE PEOPLE OF THE STATE OF  
14 CALIFORNIA, *et al.*

15 Plaintiffs,

16 v.

17 ROBERT CHAN, an individual, *et al.*

18 Defendants.

CASE NO.: 24NNCV00087

DECLARATION OF KRISTION  
GRBAVAC

19 1. I, Kristion Grbavac, declare as follows:

20 2. I am over eighteen years of age and am not a party to this action. If called as a  
21 witness, I could and would testify to the following facts from my own personal knowledge.

22 3. I am the president and founder of GRBCON, Inc. Since 2015, GRBCON has  
23 provided comprehensive underground infrastructure rehabilitation and construction services to  
24 municipalities, cities, and water districts throughout Southern California. Among GRBCON's key  
25 services is our work on municipal sewer, storm drain and other water conveyance systems.

26 4. In my work with governmental entities, as an important general practice, I ensure  
27 that GRBCON and its employees abide strictly with each such entity's directions regarding  
28 compliance with any relevant municipal code sections, particularly those pertaining to safety.

Neither I nor my employees have ever regarded it as GRBCON's place to question the opinions

1 and directions of municipal staff in connection with one of our projects, as far as compliance with  
2 city standards is concerned. I regard a city's staff as the experts on what is appropriate within that  
3 particular city's boundaries.

4 5. In December 2020, the City of Monterey Park awarded to GRBCON a contract for  
5 major upgrades to the main sewer lines in the vicinity of the intersection of Atlantic Boulevard  
6 and Garvey Avenue.

7 6. In order to begin the work, GRBCON needed a convenient location to store  
8 supplies, such as sewer piping, and heavy equipment such as diggers and earth moving equipment.

9 7. In early 2021, I telephoned the City of Monterey Park Public Works  
10 Department and spoke to Frank Lopez, who I understood to be the City's Director of Public  
11 Works, and Cesar Vega who, I understood was an engineer with the Department. Mr. Lopez and  
12 Mr. Vega suggest that I contact the owner of the 220 N. Atlantic property, stating the lot would be  
13 an ideal staging area for the sewer project. Mr. Lopez and Mr. Vega provided me with contact  
14 information for the owner of the 220 N. Atlantic Boulevard lot, which is adjacent to the north of  
15 the 99 Ranch Market and other businesses in the corner shopping center. Mr. Lopez and Mr.  
16 Vega urged me to enter into a lease agreement with the property owner.

17 8. In April 2021, in accordance with City staff's suggestions, GRBCON leased  
18 the 220 N. Atlantic lot for use as a storage yard/staging area. GRBCON moved its equipment and  
19 supplies there in May 2021. 220 Hotel Atlantic, LLC leased the property to GRBCON on a  
20 month-to-month basis at a rate, to my best recollection, of \$ \$2,500\_ per month.

21 9. GRBCON's use of the property, to my knowledge, complied fully with all  
22 requirements imposed by the City. City staff did not request any information regarding any safety  
23 precautions GRBCON or maintenance practices GRBCON would employ during GRBCON's use  
24 of the 220 N. Atlantic lot. During the course of the project, we were in frequent, often daily,  
25 contact with City staff; City staff were fully aware of GRBCON's use of the 220 N. Atlantic lot.  
26 No one from City ever advised us that the storage of GRBCON's supplies and equipment on the  
27 vacant lot might be in violation of any Monterey Park Municipal Code provisions.

28

1 10. GRBCON completed work on the Monterey Park sewer rehabilitation project in  
2 September 2023. With the City's knowledge and without objection, GRBCON continued to use  
3 the 220 N. Atlantic lot for the storage of sewer piping and heavy equipment pursuant to the terms  
4 of its open-ended lease agreement with 220 Hotel Atlantic, LLC. My employees began clearing  
5 GRBCON's supplies and equipment from the 220 N. Atlantic lot in September 2024.

6 11. At no time during my use of the 220 N. Atlantic lot did City staff ever advise  
7 GRBCON, directly or indirectly, that GRBCON's use of the property was in any way  
8 objectionable.

9 12. To the best of my knowledge, during the year and a half that GRBCON stored  
10 equipment and materials at the 220 N. Atlantic lot, the City posted no citations or notices or other  
11 papers indicating that there was any sort of code violation at the property, whether relating to  
12 GRBCON's use of the lot or to the litter, weeds, cracked pavement, graffiti and broken fencing  
13 existing at the site when GRBCON entered into the lease through the time GRBCON retrieved its  
14 supplies and equipment.

15 13. During the year and a half that GRBCON used of the 220 N. Atlantic  
16 property, 220 Hotel Atlantic, LLC at no time advised me or any of my employees that the City or  
17 anyone else objected to GRBCON's use of the property as a storage yard.

18 14. In terms of pure expedience, the City of Monterey Park's relations with  
19 GRBCON have been exemplary. Based on GRBCON's experience with the sewer project, I  
20 anticipate that any projects which GRBCON will work on for the City of Monterey Park in the  
21 future will be facilitated with equal ease by City staff.

22 I declare under the laws of the State of California that the foregoing is, the best of my  
23 knowledge, true and correct.

24 Executed on December 10, 2024 at Baldwin Park, California.

25  
26   
27 Kristion Grbavac  
28

**EXHIBIT W**

**EXHIBIT W**

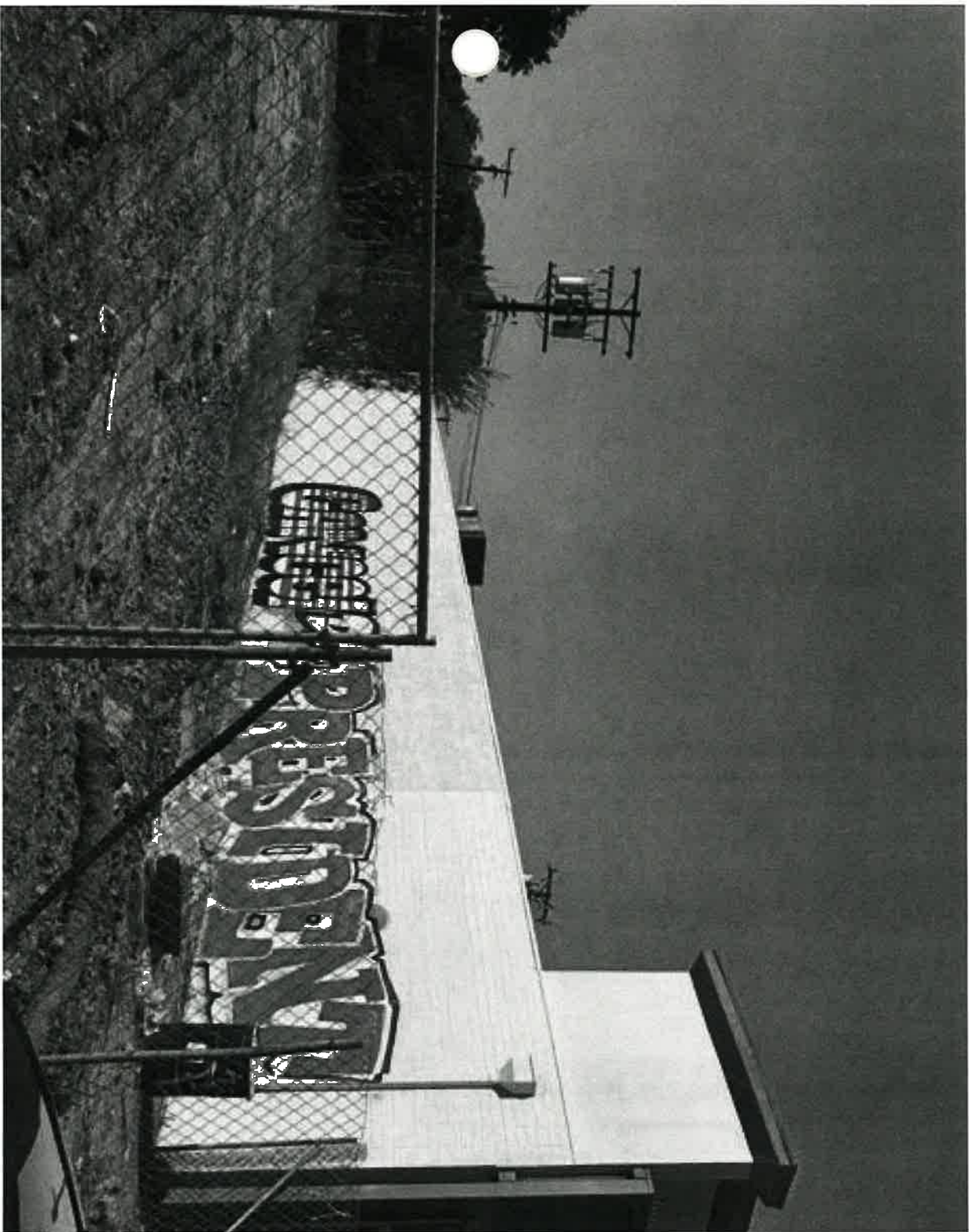




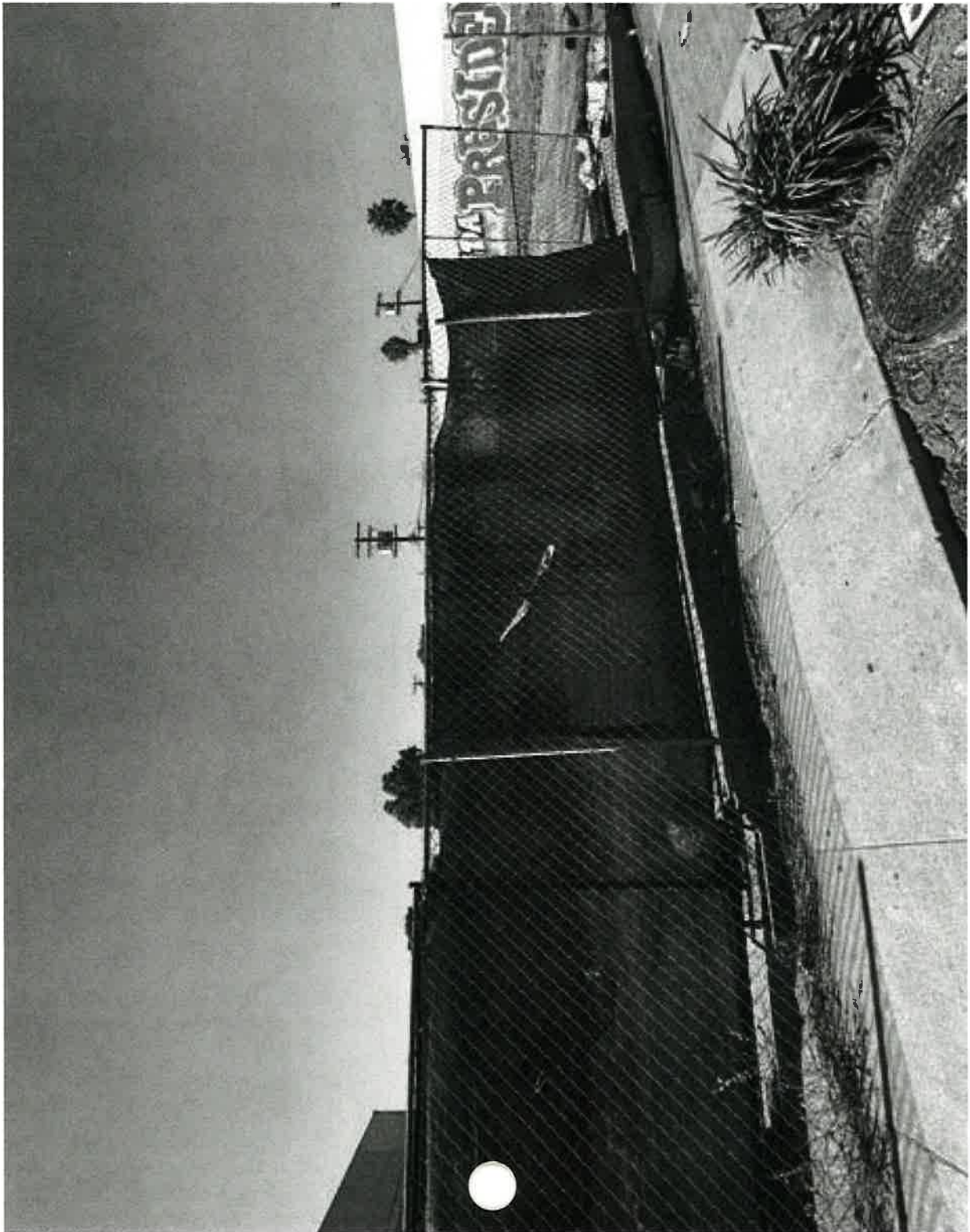
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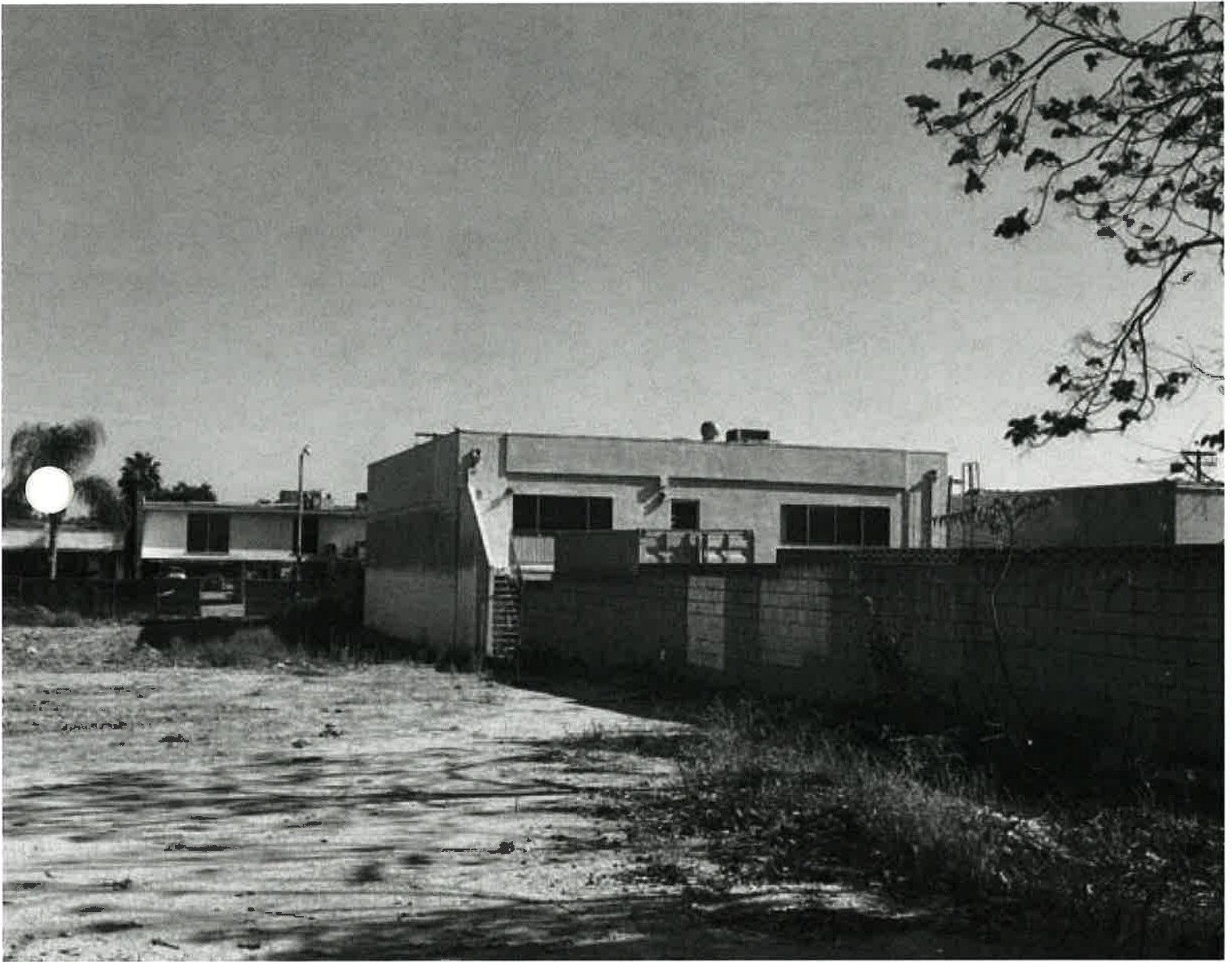
**EXHIBIT X**







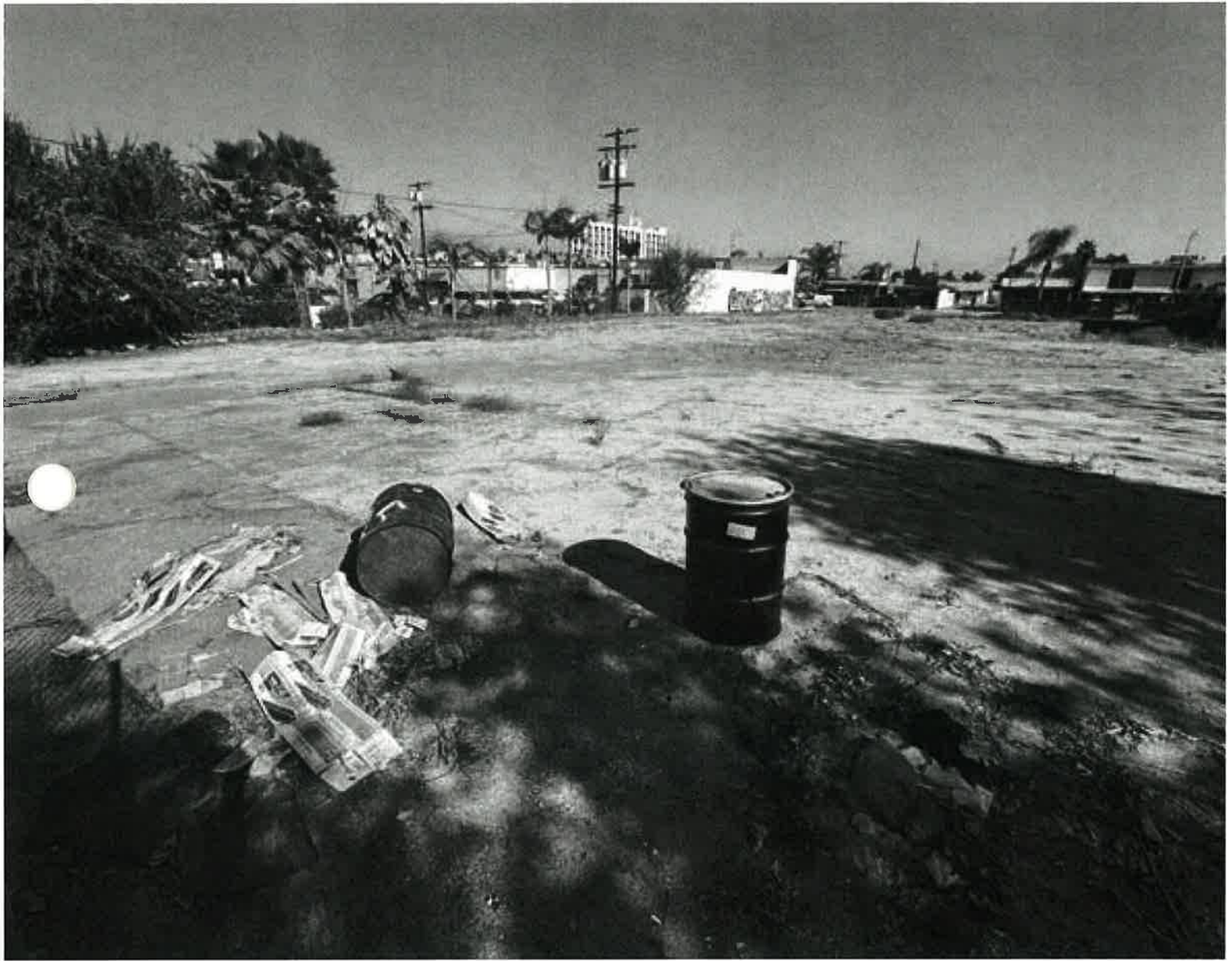














HOT & E

加州美髮

藍夢居 HOME

A1 通用 INSURANCE

唐朝足 Serenity SPA

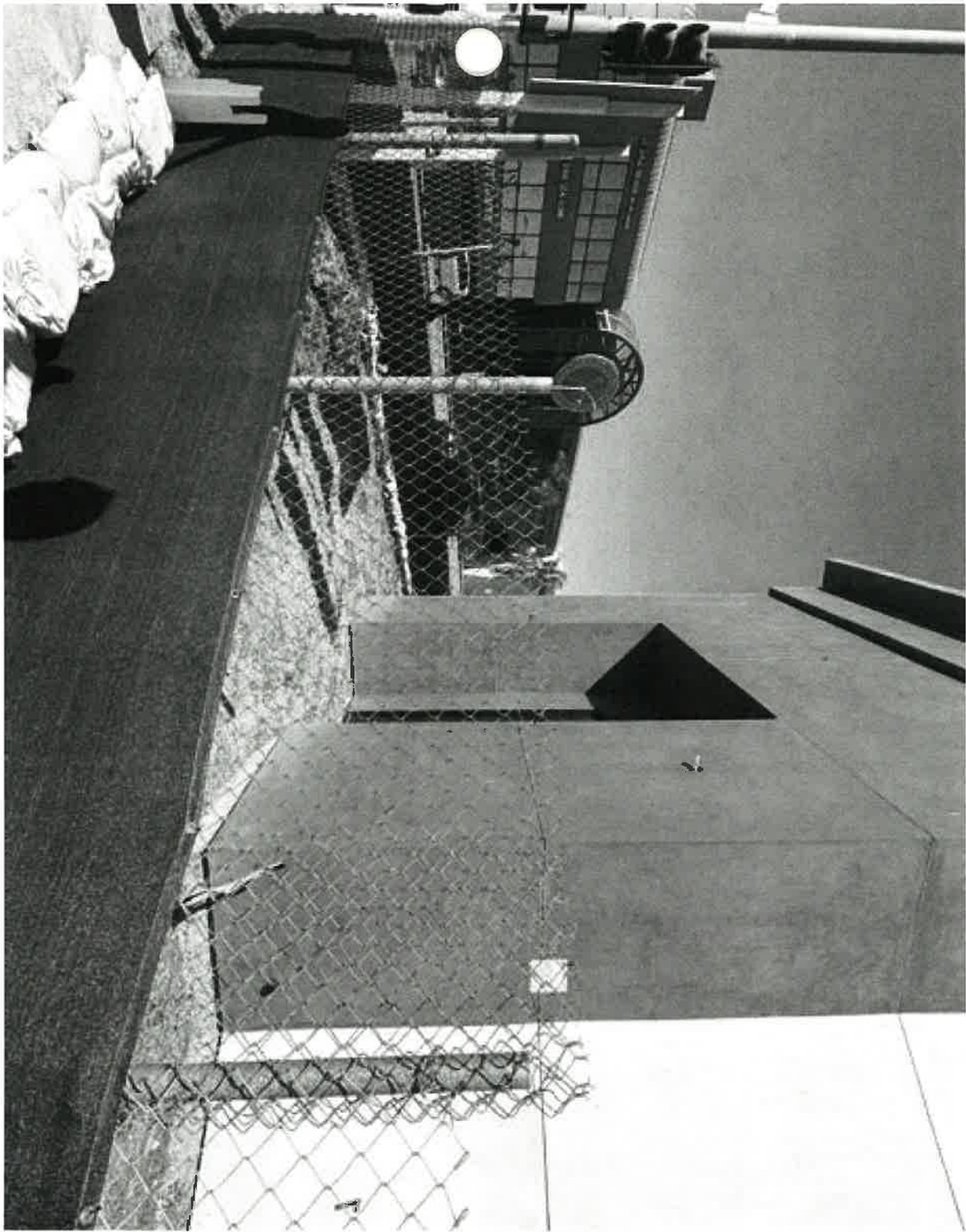
GARFIELD AVE  
200 S

STOP

**EXHIBIT Y**

**EXHIBIT Y**











**FOR LEASE**  
**(626) 458-9000**  
GE PROPERTY  
佳富地產  
**Stephen Chan**



**EXHIBIT Z**

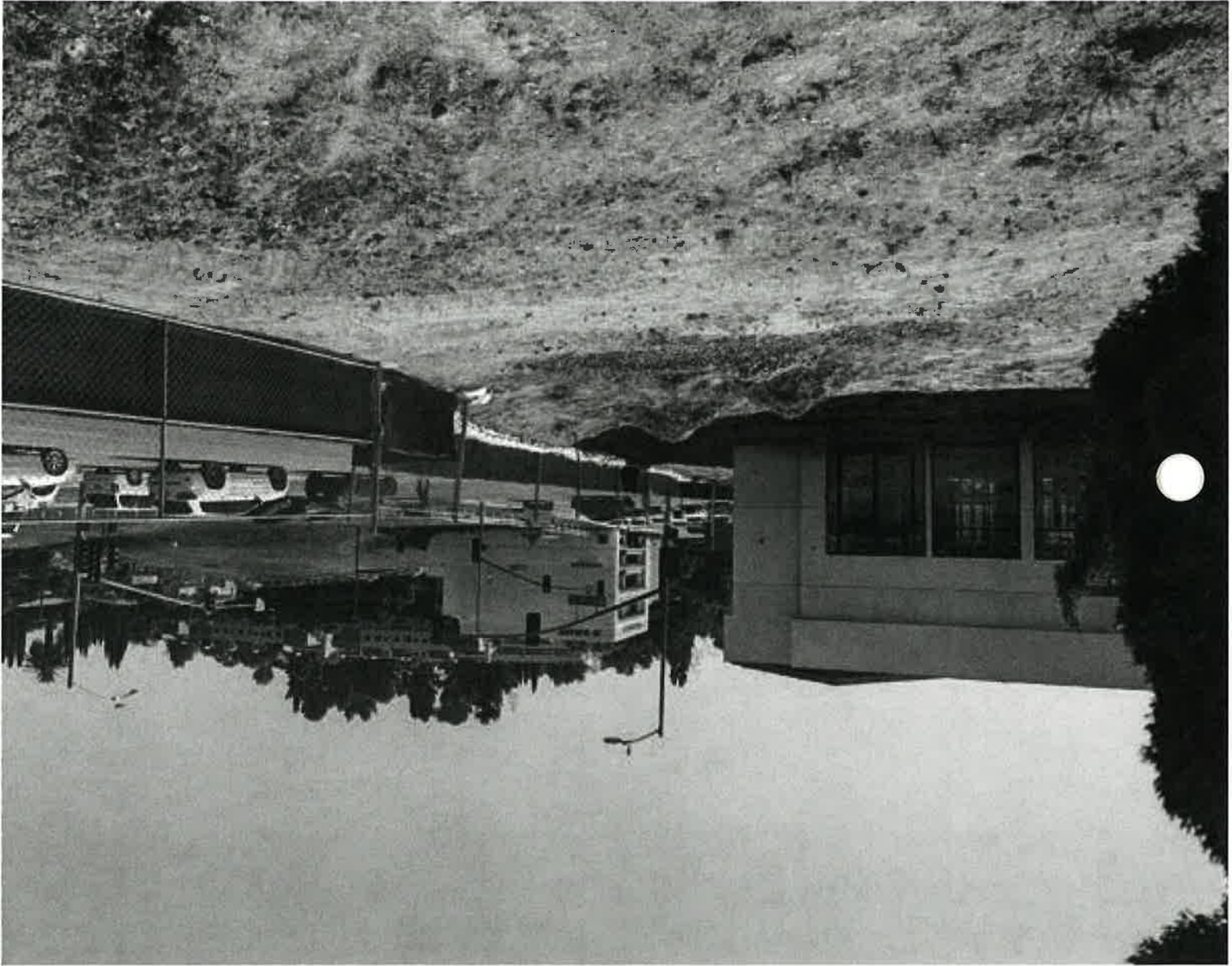
**EXHIBIT Z**





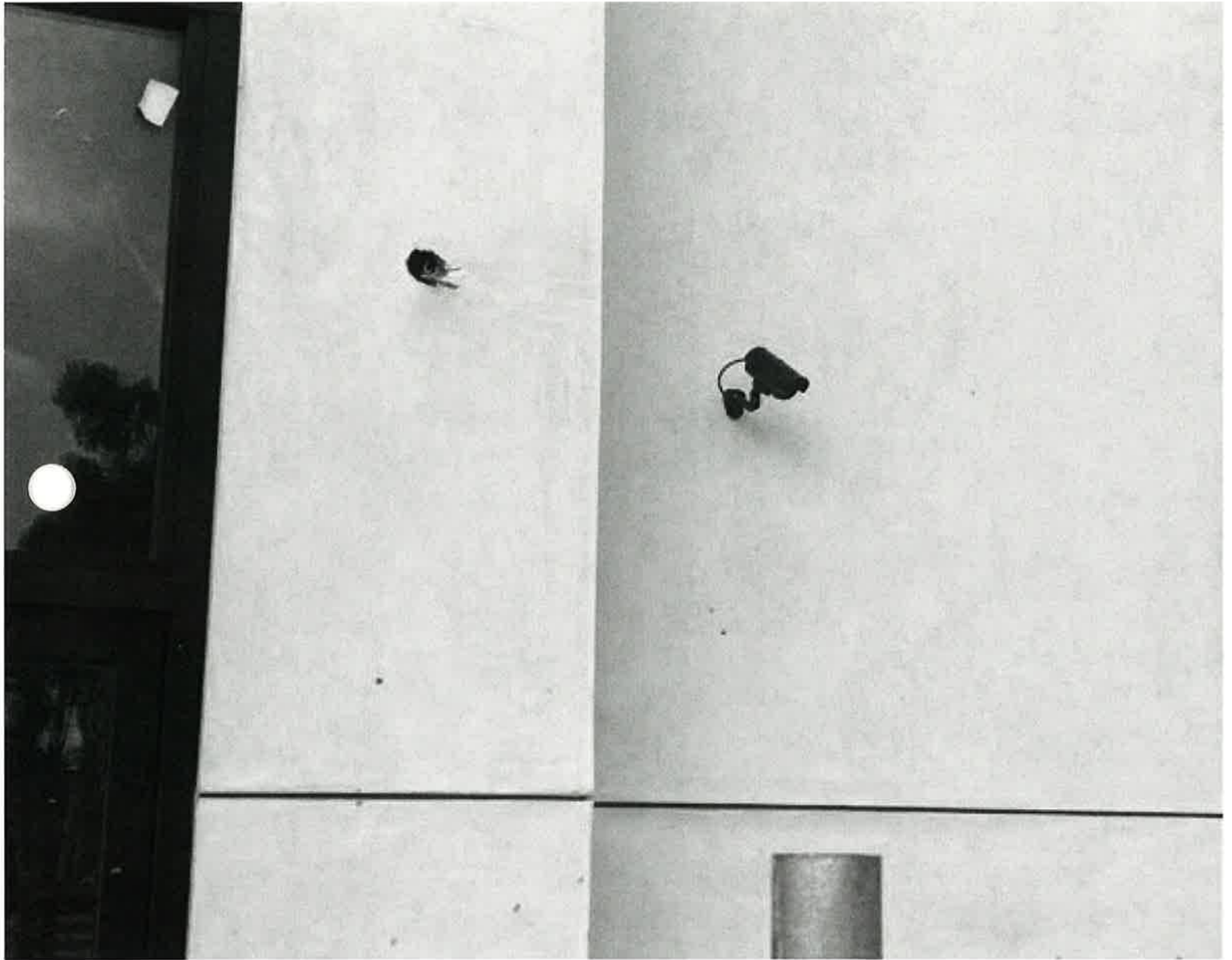


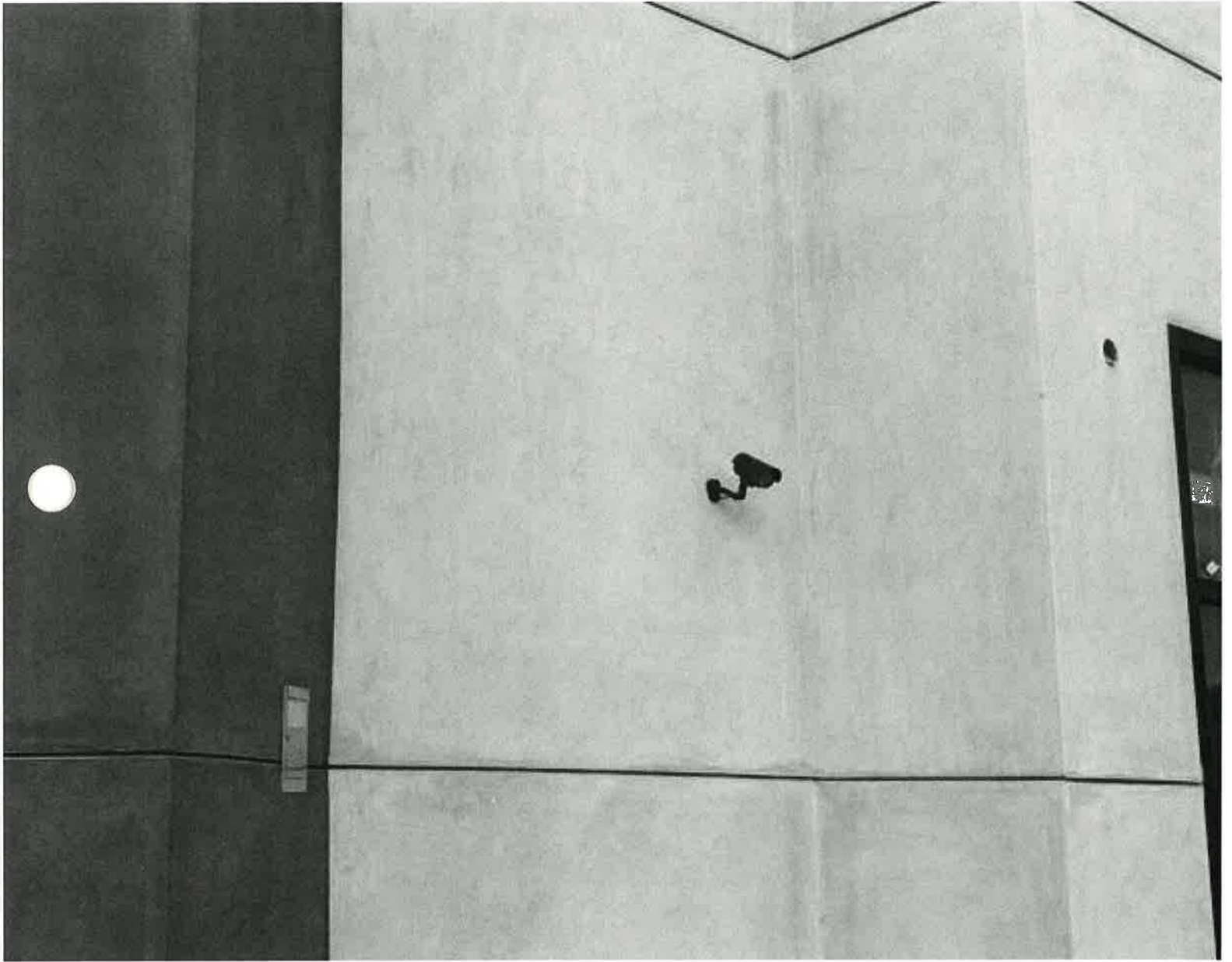












**EVIDENCE ITEM 5**

**EVIDENCE ITEM 5**

1 **Andrew O. Krastins, Esq. (State Bar No. 179699)**  
2 **Beverly J. Bickel, Esq. (State Bar No. 182600)**  
3 **LAW OFFICE OF ANDREW O. KRASTINS**  
4 **333 W. Sixth Street, Suite 213**  
5 **San Pedro, CA 90731**  
6 **Tel: (562) 357-9789**  
7 **Email: Akrastinslaw@aol.com**

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
1/31/2025 5:22 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By E. Madrid, Deputy Clerk

8  
9 Attorneys for Defendants Edward M. Chan,  
10 Howard Chan, Man-Fei Chan Gold and  
11 Patricia Yu Chan

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF LOS ANGELES**

14 THE PEOPLE OF THE STATE OF  
15 CALIFORNIA, *et al.*,

16 Plaintiffs,

17 v.

18 ROBERT CHAN, an individual, *et al.*,

19 Defendants.

Case No. 24NNCV00087

**DECLARATION OF CHRIS LINDSEY,  
P.E. RE OPPOSITION TO PLAINTIFF'S  
MOTION FOR ISSUANCE OF  
PRELIMINARY INJUNCTION**

**[filed concurrently with Opposition to  
Motion for Issuance of Preliminary  
Injunction; Request for Judicial Notice;  
Evidentiary Objections; Proposed Order re  
Evidentiary Objections; Declarations of  
Edward M. Chan, Andrew O. Krastins,  
Martin Flores, William Lau, and Kristion  
Grbavac; exhibits]**

Date: February 14, 2025

Time: 8:30 a.m.

Dept.: E

Judge: The Hon. Ashfaq G. Chowdhury

Action Filed : March 7, 2024

Trial Date : None Set

20  
21  
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24  
25 I, Chris Lindsey, P.E., declare as follows:

26  
27 1. I make this Declaration in opposition to Plaintiff's Motion for Issuance of Preliminary  
28 Injunction. I am over eighteen years of age and am not a party in this action. If called as a witness, I

1 could and would testify to the following facts from my own personal knowledge.

2           2.       I am the Lead Stormwater Design Engineer at Santa Fe Water Systems (“SFWS”), a  
3 water piping equipment distributor established in 1990 and headquartered in Santa Fe Springs,  
4 California. I am a California licensed professional Civil engineer. Our website is at  
5 <https://sfwsystems.com/>.

6           3.       In March of 2023, our firm SFWS was contacted by the Defendants here to provide  
7 stormwater system design services for the ongoing project at 795 W. Garvey in Monterey Park (“the  
8 7 Leaves Project”).

9           4.       The general contractor on the 7 Leaves project is Joven Construction Services, Inc.  
10 Neither I nor my firm have ever acted, or purported to act, as the general contractor on that project.

11           5.       Also, none of the Defendants have represented themselves to me as being the  
12 project’s general contractor, nor have they acted as general contractor.

13           6.       The project’s underground stormwater storage tank is in the final stages of  
14 permitting. The Defendants cannot purchase the needed storage tank until the City completes its  
15 permitting process because purchasing a storage tank that does not correspond with the final plan  
16 would render the tank useless to the project.

17           7.       Starting in July of 2024 I worked with another of the Defendants’ engineering  
18 contractors, Cal Land Engineering & Associates, Inc. to revise the project plans and redesign the  
19 stormwater management system, including the stormwater pump station as needed.

20           8.       In September of 2024, I provided the Defendants with a redesign of the stormwater  
21 management system, including the stormwater pump station which would connect the project to the  
22 City stormwater pipe line.

23           9.       I understand that in September of 2024, Edward Chan forwarded our redesign to the  
24 City for review, and that the Chans and their general contractor are currently awaiting City approval  
25 of the redesign in order to move forward and purchase the storage tank.

26           10.      I have not observed any unjustified delay in the project that was caused by the  
27 Defendants. To the best of my knowledge, they have been working diligently to move this project  
28 forward toward completion.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is, to the best of my knowledge, true and correct.

Executed on January 28, 2025 at Los Angeles, California.



Chris Lindsey

**EVIDENCE ITEM 6**

**EVIDENCE ITEM 6**

1 Andrew O. Krastins, Esq. (State Bar No. 179699)  
2 Beverly J. Bickel, Esq. (State Bar No. 182600)  
3 LAW OFFICE OF ANDREW O. KRASTINS  
4 333 W. Sixth Street, Suite 213  
5 San Pedro, CA 90731  
6 Tel: (562) 357-9789  
7 Email: [Akrastinslaw@aol.com](mailto:Akrastinslaw@aol.com)

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Superior Court of California,  
County of Los Angeles  
1/31/2025 5:22 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By E. Madrid, Deputy Clerk

8  
9 Attorneys for Defendants Edward M. Chan,  
10 Howard Chan, Man-Fei Chan Gold and  
11 Patricia Yu Chan

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF LOS ANGELES

14 THE PEOPLE OF THE STATE OF  
15 CALIFORNIA, *et al.*,  
16  
17 Plaintiffs,  
18  
19 v.  
20 ROBERT CHAN, an individual, *et al.*,  
21  
22 Defendants.

Case No. 24NNCV00087

**DECLARATION OF WILLIAM LAU**

**[filed concurrently with Opposition to Motion for Issuance of Preliminary Injunction; Request for Judicial Notice; Evidentiary Objections; Proposed Order re Evidentiary Objections; Declarations of Edward M. Chan, Andrew O. Krastins, Martin Flores, Chris Lindsey, and Kristion Grbavac; exhibits]**

Date: February 14, 2025

Time: 8:30 a.m.

Dept.: E

Judge: The Hon. Ashfaq G. Chowdhury

Action Filed : March 7, 2024

Trial Date : None Set

23  
24 I, William Lau, declare:

25 1. I am over eighteen years of age and am not a party in this action. If called as a witness,  
26 I could and would testify to the following facts from my own personal knowledge.

27 2. I am the president of Eastern International Bank ("Bank"). The Bank is located in the  
28 same shopping center as the 7 Leaves project. The Chan family owns the portion of the shopping center

1 where the Bank is located, as well as the 7 Leaves building on the corner. The Bank is one of the  
2 Chans' tenants.

3 3. In October 2024, I received a telephone call from City of Monterey Park Economic  
4 Development Manager Joseph Torres. Mr. Torres asked to meet with me for lunch at the Chef Tony  
5 restaurant, a few blocks north of the Bank.

6 4. On October 10, 2024, I met with Mr. Torres at the restaurant. During our meeting, Mr.  
7 Torres told me that the City received citizen complaints that the 7 Leaves project was an eyesore. Mr.  
8 Torres advised me to urge Chans to hire a different general contractor and stated that unless the Chans  
9 did so, the City would take over the 7 Leaves project.

10 5. I do not understand why Mr. Torres thought that the 7 Leaves project involved me or  
11 the Bank. It does not.

12  
13 I declare under penalty of perjury under the laws of the State of California that the foregoing  
14 is, to the best of my knowledge, true and correct.

15  
16 Executed on January 28, , 2025 at Monterey Park, California.

17  
18   
19 \_\_\_\_\_  
William Lau

20  
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22  
23  
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**EVIDENCE ITEM 7**

Exhibit 7

**EVIDENCE ITEM 7**

1 **Andrew O. Krastins, Esq. (State Bar No. 179699)**  
2 **LAW OFFICE OF ANDREW O. KRASTINS**  
3 **333 W. Sixth Street, Suite 213**  
4 **San Pedro, CA 90731**  
5 **Tel: (562) 357-9789**  
6 **Email: Akrastinslaw@aol.com**

**Electronically FILED by**  
**Superior Court of California,**  
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**1/31/2025 5:22 PM**  
**David W. Slayton,**  
**Executive Officer/Clerk of Court,**  
**By E. Madrid, Deputy Clerk**

7  
8 Attorneys for Defendants, Edward M. Chan,  
9 Howard Chan, Man-Fei Chan Gold and  
10 Patricia Yu Chan

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES**

13 THE PEOPLE OF THE STATE OF  
14 CALIFORNIA, *et al.*

15 Plaintiffs,

16 v.

17 ROBERT CHAN, an individual, *et al.*

18 Defendants.

CASE NO.: 24NNCV00087

**DECLARATION OF KRISTION  
GRBAVAC**

19 1. I, Kristion Grbavac, declare as follows:

20 2. I am over eighteen years of age and am not a party to this action. If called as a  
21 witness, I could and would testify to the following facts from my own personal knowledge.

22 3. I am the president and founder of GRBCON, Inc. Since 2015, GRBCON has  
23 provided comprehensive underground infrastructure rehabilitation and construction services to  
24 municipalities, cities, and water districts throughout Southern California. Among GRBCON's key  
25 services is our work on municipal sewer, storm drain and other water conveyance systems.

26 4. In my work with governmental entities, as an important general practice, I ensure  
27 that GRBCON and its employees abide strictly with each such entity's directions regarding  
28 compliance with any relevant municipal code sections, particularly those pertaining to safety.

Neither I nor my employees have ever regarded it as GRBCON's place to question the opinions

1 and directions of municipal staff in connection with one of our projects, as far as compliance with  
2 city standards is concerned. I regard a city's staff as the experts on what is appropriate within that  
3 particular city's boundaries.

4 5. In December 2020, the City of Monterey Park awarded to GRBCON a contract for  
5 major upgrades to the main sewer lines in the vicinity of the intersection of Atlantic Boulevard  
6 and Garvey Avenue.

7 6. In order to begin the work, GRBCON needed a convenient location to store  
8 supplies, such as sewer piping, and heavy equipment such as diggers and earth moving equipment.

9 7. In early 2021, I telephoned the City of Monterey Park Public Works  
10 Department and spoke to Frank Lopez, who I understood to be the City's Director of Public  
11 Works, and Cesar Vega who, I understood was an engineer with the Department. Mr. Lopez and  
12 Mr. Vega suggest that I contact the owner of the 220 N. Atlantic property, stating the lot would be  
13 an ideal staging area for the sewer project. Mr. Lopez and Mr. Vega provided me with contact  
14 information for the owner of the 220 N. Atlantic Boulevard lot, which is adjacent to the north of  
15 the 99 Ranch Market and other businesses in the corner shopping center. Mr. Lopez and Mr.  
16 Vega urged me to enter into a lease agreement with the property owner.

17 8. In April 2021, in accordance with City staff's suggestions, GRBCON leased  
18 the 220 N. Atlantic lot for use as a storage yard/staging area. GRBCON moved its equipment and  
19 supplies there in May 2021. 220 Hotel Atlantic, LLC leased the property to GRBCON on a  
20 month-to-month basis at a rate, to my best recollection, of \$ \$2,500\_ per month.

21 9. GRBCON's use of the property, to my knowledge, complied fully with all  
22 requirements imposed by the City. City staff did not request any information regarding any safety  
23 precautions GRBCON or maintenance practices GRBCON would employ during GRBCON's use  
24 of the 220 N. Atlantic lot. During the course of the project, we were in frequent, often daily,  
25 contact with City staff; City staff were fully aware of GRBCON's use of the 220 N. Atlantic lot.  
26 No one from City ever advised us that the storage of GRBCON's supplies and equipment on the  
27 vacant lot might be in violation of any Monterey Park Municipal Code provisions.

28



**EVIDENCE ITEM 8**

**Exhibit 8**

**EVIDENCE ITEM 8**

1 Karl H. Berger (SBN 178458), City Attorney  
CITY OF MONTEREY PARK  
2 E-mail: [kberger@bwslaw.com](mailto:kberger@bwslaw.com)  
Timothy E. Campen (SBN 197941)  
3 E-mail: [tcampen@bwslaw.com](mailto:tcampen@bwslaw.com)  
BURKE, WILLIAMS & SORENSEN, LLP  
4 444 South Flower Street, Suite 2400  
Los Angeles, California 90071-2953  
5 Tel: 213.236.0600 Fax: 213.236.2700

FILING FEE EXEMPT PURSUANT TO  
GOVERNMENT CODE § 6103

6 Attorneys for Plaintiffs THE PEOPLE OF THE  
7 STATE OF CALIFORNIA and CITY OF  
MONTEREY PARK  
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES, NORTH CENTRAL DISTRICT  
11

12 THE PEOPLE OF THE STATE OF  
CALIFORNIA, by and through the City  
13 Attorney for the City of Monterey Park; and  
CITY OF MONTEREY PARK, a Municipal  
14 Corporation,

Case No. 24NNCV00087  
JFAP: Hon. Ashfaq G. Chowdhury  
Dept. E

15 Plaintiffs,

**PLAINTIFF CITY OF MONTEREY  
PARK'S SECOND SUPPLEMENTAL  
AND AMENDED RESPONSES AND  
OBJECTIONS TO DEFENDANTS  
EDWARD M. CHAN AND HOWARD  
CHAN'S SPECIAL INTERROGATORIES  
SET NO. ONE (1)**

16 v.

Action Filed: March 5, 2024  
Trial Date: None Set

17 ROBERT CHAN, an individual;  
ELAINE YEE CHAN, an individual;  
18 EDWARD M. CHAN, an individual;  
PATRICIA YU CHAN, an individual;  
19 MAN FEI CHAN also known as ("AKA")  
MAN FEI GOLD, an individual;  
20 HOWARD M. CHAN, an individual;  
IRENE CHAN AKA IRENE I. HUANG, an  
21 individual;  
RAYMOND MAN-SHU CHAN, as Trustee of  
22 the Chan Family Trust;  
CINDY CHUNG CHAN, as Trustee of the  
23 Chan Family Trust;  
SOUTHERN CALIFORNIA EDISON  
24 COMPANY, a California Corporation;  
EQUILON ENTERPRISES LLC, a Delaware  
25 limited liability company; and  
DOES 1 through 50, inclusive,

26 Defendants.  
27  
28

1 **PROPOUNDING PARTY** : **Defendants EDWARD M. CHAN and HOWARD CHAN**  
2 **RESPONDING PARTY** : **Plaintiff CITY OF MONTEREY PARK**  
3 **SET NO.** : **ONE (1) – SECOND SUPPLEMENTAL AND**  
4 **AMENDED**

5 **TO DEFENDANTS AND THEIR ATTORNEYS OF RECORD:**

6 Pursuant to Code of Civil Procedure section 2031.210, et seq., Plaintiff City of Monterey  
7 Park (“the City” or “Responding Party”) hereby supplements and amends its responses to  
8 Defendants’ Special Interrogatories, Set One, heretofore served upon it as follows:

9 **PRELIMINARY STATEMENT**

10 It should be noted that the City has not fully completed its investigation of the facts  
11 relating to this case, its discovery in this action, and its preparation for trial. All of the  
12 supplemental and amended responses (“responses”) contained herein are based only upon such  
13 information and documents which are presently available to and specifically known to the City  
14 based on the knowledge of individuals currently working for the City, who discloses only those  
15 contentions which presently suggest themselves to such responding party. It is anticipated that  
16 further discovery, independent investigation, legal research and analysis will supply additional  
17 facts, add meaning to the known facts, as well as establish entirely new factual conclusions and  
18 legal contentions, all of which may lead to substantial additions to, changes in and variations from  
19 the contentions herein set forth. Similarly, further discovery and investigation may uncover  
20 certain privileged documents falling within the categories of production sought by requesting  
21 party. Therefore, the following responses are given without prejudice to the City’s right to refuse  
22 to produce privileged documents later discovered, and conversely the City’s right to produce  
23 subsequently discovered documents. Additionally, the following responses are given without  
24 prejudice to the City’s right to produce evidence of any subsequently discovered fact, or facts.  
25 The City accordingly reserves the right to change any and all responses herein as additional facts  
26 are ascertained, analyses are made, legal research is completed and contentions are made. The  
27 responses contained herein are made in a good faith effort to supply as much factual information

1 and as much specificity of legal contentions as is presently known but should in no way be to the  
2 prejudice of the City in relation to further discovery, research or analyses and should not be  
3 deemed and do not constitute a waiver of the City's right to rely on additional or different facts or  
4 information at trial.

5 **SUPPLEMENTAL AND AMENDED RESPONSES SPECIAL INTERROGATORIES**

6 **SPECIAL INTERROGATORY NO. 1:**

7 Please IDENTIFY each member of the Monterey Park City Council who has  
8 communicated with the CITY Staff regarding the SUBJECT PROPERTY from January 1, 2015  
9 through the date that these Special Interrogatories are served. [For purposes of these Special  
10 Interrogatories, 'IDENTIFY' means state the name, address and telephone number of the person  
11 whose identity is sought; for purposes of these Special Interrogatories, "SUBJECT PROPERTY"  
12 means the real property located at 795 W. Garvey Avenue in the City of Monterey Park, as  
13 referenced in Plaintiffs' Complaint; "CITY" means the City of Monterey Park and all departments  
14 and divisions thereof.]

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

16 Objection. Overly broad. (*Romero v. Hern* (1969) 276 Cal.App.2d 787, 794.) Irrelevant to  
17 the subject matter of this matter, and the information sought is not reasonably calculated to lead to  
18 the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010.) The request seeks  
19 information subject to the attorney-client privilege. (*Mitchell v. Superior Court* (1984) 37 Cal.3d  
20 591, 601.) This discovery request is so broad and unlimited as to time and scope as to be an  
21 unwarranted annoyance, embarrassment, and is oppressive. To comply with the request would be  
22 an undue burden and expense on the City. The request is calculated to annoy and harass City. (See  
23 Code of Civ. Proc., § 2030.090 subd. (b); and *Columbia Broadcasting System, Inc. v. Superior*  
24 *Court of Los Angeles County* (1968) 263 Cal.App.2d 12, 19.) Discovery and investigation are  
25 ongoing, and CITY reserves the right to amend and/or supplement this response as further  
26 information becomes known

27 Subject to and without waiving the foregoing objections, Responding Party responds as

1 follows:

2 The following individuals are councilmembers during the specified time period and were  
3 present for noticed and agenda'd closed session discussions with the City Attorney's Office  
4 regarding the Subject Property and all of whom may be contacted through Counsel. Responding  
5 Party does not have any knowledge of any non-privileged communications between the below  
6 listed individuals and CITY staff relating to the SUBJECT PROPERTY, except as referenced  
7 below. Discovery and investigation are ongoing, and CITY reserves the right to amend and/or  
8 supplement this response as further information becomes known.

- 9 1. Yvonne Yiu (current councilmember)
- 10 2. Thomas Wong (current councilmember)
- 11 3. Jose Sanchez (current councilmember)
- 12 4. Henry Lo (current councilmember)
- 13 5. Vinh Ngo (current councilmember)

14 **SPECIAL INTERROGATORY NO. 2:**

15 For each member of the Monterey Park City Council who communicated with any member  
16 of the City Staff regarding the SUBJECT PROPERTY from January 1, 2015 through the date that  
17 these Special Interrogatories are served, please state the date that each such communication was  
18 made.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

20 Objection. Overly broad. (*Romero v. Hern* (1969) 276 Cal.App.2d 787, 794.) Irrelevant to  
21 the subject matter of this matter, and the information sought is not reasonably calculated to lead to  
22 the discovery of admissible evidence. (Code of Civ. Proc., § 2017.010.) The request seeks  
23 information subject to the attorney-client privilege. (*Mitchell v. Superior Court* (1984) 37 Cal.3d  
24 591, 601.) This discovery request is so broad and unlimited as to time and scope as to be an  
25 unwarranted annoyance, embarrassment, and is oppressive. To comply with the request would be  
26 an undue burden and expense on the City. The request is calculated to annoy and harass City. (See  
27 Code of Civ. Proc., § 2030.090 subd. (b); and *Columbia Broadcasting System, Inc. v. Superior*

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1 *Court of Los Angeles County* (1968) 263 Cal.App.2d 12, 19.) Discovery and investigation are  
2 ongoing, and CITY reserves the right to amend and/or supplement this response as further  
3 information becomes known

4 Subject to and without waiving the foregoing objections, Responding Party responds as  
5 follows:

6 The current City Council engaged in noticed and agendized closed session discussions  
7 with the City Attorney's Office regarding the Subject Property on November 11, 2023. There are  
8 email communications from Ron Bow to the City Council on April 29, 2022 and August 5, 2022,  
9 and one from Inez Alvarez from July 5, 2023, that reference the Subject Property along with many  
10 others as part of a broad development updates. There is a PowerPoint presentation apparently  
11 meant for Council Member Thomas Wong from Joe Torres that reference the Subject Property  
12 along with many others as part of a broad development updates, as attached to an email from Mr.  
13 Torres to Ron Bow.

14 **SPECIAL INTERROGATORY NO. 3:**

15 For each member of the Monterey Park City Council who communicated with any member  
16 of the City Staff regarding the SUBJECT PROPERTY from January 1, 2015 through the date that  
17 these Special Interrogatories are served, please IDENTIFY each and every party to each such  
18 communication.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

20 Objection. Overly broad. (*Romero v. Hern* (1969) 276 Cal.App.2d 787, 794.) Irrelevant to  
21 the subject matter of this matter, and the information sought is not reasonably calculated to lead to  
22 the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010.) The request seeks  
23 information subject to the attorney-client privilege. (*Mitchell v. Superior Court* (1984) 37 Cal.3d  
24 591, 601.) This discovery request is so broad and unlimited as to time and scope as to be an  
25 unwarranted annoyance, embarrassment, and is oppressive. To comply with the request would be  
26 an undue burden and expense on the City. The request is calculated to annoy and harass City. (See  
27 Code of Civ. Proc., § 2030.090 subd. (b); and *Columbia Broadcasting System, Inc. v. Superior*

1 *Court of Los Angeles County* (1968) 263 Cal.App.2d 12, 19.) Discovery and investigation are  
2 ongoing, and CITY reserves the right to amend and/or supplement this response as further  
3 information becomes known

4 Subject to and without waiving the foregoing objections, Responding Party responds as  
5 follows:

6 The current City Council engaged in noticed and agendized closed session discussions  
7 with the City Attorney's Office regarding the Subject Property on November 11, 2023. Present  
8 included the City Council, the City Manager, City Attorney Karl Berger and Assistant City  
9 Attorney Timothy Campen. There are email communications from Ron Bow to the City Council  
10 on April 29, 2022 and August 5, 2022, and one from Inez Alvarez from July 5, 2023, that  
11 reference the Subject Property along with many others as part of a broad development updates.  
12 There is a PowerPoint presentation apparently meant for Council Member Thomas Wong from Joe  
13 Torres that reference the Subject Property along with many others as part of a broad development  
14 updates, as attached to an email from Mr. Torres to Ron Bow.

15 **SPECIAL INTERROGATORY NO. 4:**

16 For each communication by a member of the Monterey Park City Council with any  
17 member of the City Staff regarding the SUBJECT PROPERTY from January 1, 2015, through the  
18 date that these Special Interrogatories are served, please state which of such communications was  
19 written.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

21 Objection. Overly broad. (*Romero v. Hern* (1969) 276 Cal.App.2d 787, 794.) Irrelevant to  
22 the subject matter of this matter, and the information sought is not reasonably calculated to lead to  
23 the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010.) The request seeks  
24 information subject to the attorney-client privilege. (*Mitchell v. Superior Court* (1984) 37 Cal.3d  
25 591, 601.) This discovery request is so broad and unlimited as to time and scope as to be an  
26 unwarranted annoyance, embarrassment, and is oppressive. To comply with the request would be  
27 an undue burden and expense on the City. The request is calculated to annoy and harass City. (See

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1 Code of Civ. Proc., § 2030.090 subd. (b); and *Columbia Broadcasting System, Inc. v. Superior*  
2 *Court of Los Angeles County* (1968) 263 Cal.App.2d 12, 19.) Discovery and investigation are  
3 ongoing, and CITY reserves the right to amend and/or supplement this response as further  
4 information becomes known.

5 Subject to and without waiving the foregoing objections, Responding Party responds as  
6 follows:

7 The current City Council engaged in noticed and agendized closed session discussions  
8 with the City Attorney's Office regarding the Subject Property on November 11, 2023. The City  
9 Attorney's office provided the City Council with a confidential and privileged legal memorandum  
10 regarding the matter at that meeting. There are email communications from Ron Bow to the City  
11 Council on April 29, 2022 and August 5, 2022, and one from Inez Alvarez from July 5, 2023, that  
12 reference the Subject Property along with many others as part of a broad development updates.  
13 There is a PowerPoint presentation apparently meant for Council Member Thomas Wong from Joe  
14 Torres that reference the Subject Property along with many others as part of a broad development  
15 updates, as attached to an email from Mr. Torres to Ron Bow.

16 **SPECIAL INTERROGATORY NO. 5:**

17 Please LIST each and every written communication between any member of the Monterey  
18 Park City Council and any member of the City Staff pertaining to the SUBJECT PROPERTY  
19 from January 1, 2015 to the date that these Special Interrogatories was served. [For purposes of  
20 these Special Interrogatories, "LIST", when used in connection with writings, means that the  
21 Responding Party is to state the type, date, author, recipient and description of the DOCUMENT  
22 to which the Special Interrogatory refers; [For purposes of these Special Interrogatories,  
23 "DOCUMENTS" means those "writings" [sic] as defined by Evidence Code section 250 which  
24 are within the possession, custody or control of the Responding Party.]

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

26 Objection. Overly broad. (*Romero v. Hern* (1969) 276 Cal.App.2d 787, 794.) Irrelevant to  
27 the subject matter of this matter, and the information sought is not reasonably calculated to lead to

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1 the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010.) The request seeks  
2 information subject to the attorney-client privilege. (*Mitchell v. Superior Court* (1984) 37 Cal.3d  
3 591, 601.) This discovery request is so broad and unlimited as to time and scope as to be an  
4 unwarranted annoyance, embarrassment, and is oppressive. To comply with the request would be  
5 an undue burden and expense on the City. The request is calculated to annoy and harass City. (See  
6 Code of Civ. Proc., § 2030.090 subd. (b); and *Columbia Broadcasting System, Inc. v. Superior*  
7 *Court of Los Angeles County* (1968) 263 Cal.App.2d 12, 19.) Discovery and investigation are  
8 ongoing, and CITY reserves the right to amend and/or supplement this response as further  
9 information becomes known.

10 With Subject to and without waiving the foregoing objections, Responding Party responds  
11 as follows:

12 The current City Council engaged in noticed and agendized closed session discussions  
13 with the City Attorney's Office regarding the Subject Property on November 11, 2023. The City  
14 Attorney's office provided the City Council with a confidential and privileged legal memorandum  
15 regarding the matter at that meeting. There are email communications from Ron Bow to the City  
16 Council on April 29, 2022 and August 5, 2022, and one from Inez Alvarez from July 5, 2023, that  
17 reference the Subject Property along with many others as part of a broad development updates.  
18 There is a PowerPoint presentation apparently meant for Council Member Thomas Wong from Joe  
19 Torres that reference the Subject Property along with many others as part of a broad development  
20 updates, as attached to an email from Mr. Torres to Ron Bow.

21 **SPECIAL INTERROGATORY NO. 6:**

22 Please IDENTIFY each person or entity that the CITY has nominated to serve as a receiver  
23 in each and every legal proceeding the CITY commenced pursuant to Health and Safety Code  
24 section 17960 et seq., from January 1, 2014 through the date that these Special Interrogatories  
25 were served.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

27 Objection. Irrelevant to the subject matter of this matter, and the information sought is not  
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1 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
2 2017.010.) The request seeks information subject to the attorney-client privilege. (*Mitchell v.*  
3 *Superior Court* (1984) 37 Cal.3d 591, 601.)

4 With Subject to and without waiving the foregoing objections, Responding Party responds  
5 as follows:

6 Kevin Randolph. Fenemore. 550 E. Hospitality Ln., Suite 350, San Bernardino, CA 92408.  
7 909-890-4499.

8 **SPECIAL INTERROGATORY NO. 7:**

9 Please state the case number of each lawsuit brought by the CITY seeking the appointment  
10 of a receiver pursuant to Health and Safety Code section 17960 et seq., from January 1, 2014  
11 through the date that these Special Interrogatories were served.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

13 Objection. Irrelevant to the subject matter of this matter, and the information sought is not  
14 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
15 2017.010.) The request seeks information subject to the attorney-client privilege. (*Mitchell v.*  
16 *Superior Court* (1984) 37 Cal.3d 591, 601.)

17 Subject to and without waiving the foregoing objections, Responding Party responds as  
18 follows:

19 1. *People of the State of California, et al. v. The Heirs or Divisees of Mary C. Perez,*  
20 *et al.*, Los Angeles County Superior Court case no. 20DGCV00721.

21 2. *People of the State of California, et al. v. Good Day, et al.*, Los Angeles County  
22 Superior Court case no. BC561517.

23 **SPECIAL INTERROGATORY NO. 8:**

24 Please state the case number of each lawsuit brought by the CITY seeking the appointment  
25 of a receiver pursuant to Health and Safety Code section 17960 et seq., from January 1, 2014  
26 through the date that these Special Interrogatories were served, in which the trial court appointed  
27 such a receiver.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

2           Objection. Irrelevant to the subject matter of this matter, and the information sought is not  
3 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
4 2017.010.) The request seeks information subject to the attorney-client privilege. (*Mitchell v.*  
5 *Superior Court* (1984) 37 Cal.3d 591, 601.)

6           Subject to and without waiving the foregoing objections, Responding Party responds as  
7 follows:

8           *People of the State of California, et al. v. The Heirs or Divisees of Mary C. Perez, et al.*,  
9 Los Angeles County Superior Court case no. 20DGCV00721.

10 **SPECIAL INTERROGATORY NO. 9:**

11           Please state the case number of each lawsuit brought by the CITY seeking the appointment  
12 of a receiver pursuant to Health and Safety Code section 17960 et seq., in connection with a  
13 commercial property, from January 1, 2014 through the date that these Special Interrogatories  
14 were served.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

16           Objection. Irrelevant to the subject matter of this matter, and the information sought is not  
17 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
18 2017.010.) The request seeks information subject to the attorney-client privilege. (*Mitchell v.*  
19 *Superior Court* (1984) 37 Cal.3d 591, 601.)

20           Subject to and without waiving the foregoing objections, Responding Party responds as  
21 follows:

22           *People of the State of California, et al. v. Good Day, et al.*, Los Angeles County Superior  
23 Court case no. BC561517.

24 **SPECIAL INTERROGATORY NO. 10:**

25           Please state the case number of each lawsuit brought by the CITY seeking the appointment  
26 of a receiver pursuant to Health and Safety Code section 17960 et seq., in connection with a  
27 commercial property, from January 1, 2014 through the date that these Special Interrogatories

1 were served, in which the trial court appointed such a receiver.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

3 Objection. Irrelevant to the subject matter of this matter, and the information sought is not  
4 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
5 2017.010.) The request seeks information subject to the attorney-client privilege. (*Mitchell v.*  
6 *Superior Court* (1984) 37 Cal.3d 591, 601.)

7 Subject to and without waiving the foregoing objections, Responding Party responds as  
8 follows:

9 CITY is not aware of any court cases responsive to this request.

10 **SPECIAL INTERROGATORY NO. 11:**

11 Does the CITY presently have the power to take real property by eminent domain for  
12 purposes of private commercial redevelopment?

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

14 Objection. Calls for legal conclusion. Irrelevant to the subject matter of this matter, and  
15 the information sought is not reasonably calculated to lead to the discovery of admissible  
16 evidence. (Code of Civ. Proc, § 2017.010.) The request seeks information subject to the attorney-  
17 client privilege. (*Mitchell v. Superior Court* (1984) 37 Cal.3d 591, 601.)

18 **SPECIAL INTERROGATORY NO. 12:**

19 If the CITY presently possesses the power to take real property by eminent domain for  
20 purposes of commercial redevelopment, please state each requirement the CITY must satisfy in  
21 order to commence an action to do so.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

23 Objection. Calls for legal conclusion. Irrelevant to the subject matter of this matter, and  
24 the information sought is not reasonably calculated to lead to the discovery of admissible  
25 evidence. (Code of Civ. Proc, § 2017.010.) The request seeks information subject to the attorney-  
26 client privilege. (*Mitchell v. Superior Court* (1984) 37 Cal.3d 591, 601.)

1 **SPECIAL INTERROGATORY NO. 13:**

2 If the CITY presently does not possess the power to take real property by eminent domain  
3 for purposes of commercial redevelopment, please state the last date when the CITY did possess  
4 such a power.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

6 Objection. Calls for legal conclusion. Irrelevant to the subject matter of this matter, and  
7 the information sought is not reasonably calculated to lead to the discovery of admissible  
8 evidence. (Code of Civ. Proc, § 2017.010.) The request seeks information subject to the attorney-  
9 client privilege. (*Mitchell v. Superior Court* (1984) 37 Cal.3d 591, 601.)

10 **SPECIAL INTERROGATORY NO. 14:**

11 Please state each provision of the Monterey Park Municipal Code which pertains to the  
12 position of Building Official for the City of Monterey Park.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

14 Objection. Calls for legal conclusion. The information sought in this discovery request is  
15 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
16 *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Irrelevant to the subject  
17 matter of this matter, and the information sought is not reasonably calculated to lead to the  
18 discovery of admissible evidence. (Code of Civ. Proc, § 2017.010.)

19 Subject to and without waiving the above objections, Responding Party responds as  
20 follows:

21 The information sought in this discovery request is equally available to the propounding  
22 party, namely the Monterey Park Municipal Code, which can be found in its entirety at  
23 <https://ecode360.com/MO4971>.

24 **SPECIAL INTERROGATORY NO. 15:**

25 Please state the specific job qualifications required of the CITY's Building Official.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

27 Objection. Calls for legal conclusion. The information sought in this discovery request is

1 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
2 Alpine Mutual Water Co. v. Superior Court (1968) 259 Cal.App.2d 45.) Irrelevant to the subject  
3 matter of this matter, and the information sought is not reasonably calculated to lead to the  
4 discovery of admissible evidence. (Code of Civ. Proc, § 2017.010.)

5 Subject to and without waiving the foregoing objections, Responding Party responds as  
6 follows:

7 **Knowledge, Skills and Abilities**

8 Knowledge of: Properties of building materials; Principles of building design and  
9 engineering; Construction methods and technology; Accepted safety and health standards;  
10 Building codes, including requirements for electrical, mechanical, plumbing, energy conservation  
11 and facility accessibility, etc.; Procedures and other regulatory agencies involved in the permit  
12 process; Legal procedures and due process in building codes administration; Principles of public  
13 fiscal budgeting.

14 Ability to: Motivate fellow workers with strong leadership and management skills;  
15 Achieve and maintain through team effort, quality work and excellent customer service;  
16 Communicate and coordinate with multiple departments and agencies to facilitate construction  
17 activities; Interpret building and related codes logically, and explain the rationale clearly to staff  
18 and customer.

19 Education and Experience: A college degree in Civil Engineering, Architecture,  
20 Construction, or a closely related field. At least four years of professional work experience in  
21 building or structural design, construction, plan check, inspection or research in building  
22 technology, including at least two years in a supervisory capacity.

23 License and Certification: A valid California Class C Driver’s License is required at time  
24 of appointment and as a continuing condition of employment. Certification as a Building Official  
25 by the International Code Council (ICC). Registered with the State of California as an architect,  
26 civil engineer or structural engineer.

1 **SPECIAL INTERROGATORY NO. 16:**

2 Please state the job duties of the CITY's Building Official.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

4 Objection. Calls for legal conclusion. The information sought in this discovery request is  
5 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
6 *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Irrelevant to the subject  
7 matter of this matter, and the information sought is not reasonably calculated to lead to the  
8 discovery of admissible evidence. (Code of Civ. Proc, § 2017.010.)

9 Subject to and without waiving the above objections, Responding Party responds as  
10 follows:

11 Under general direction of the Community and Economic Development Director, the  
12 Building Official plans, coordinates and administers activities of the Building Division. This mid-  
13 management position leads a staff of six to eight full-time employees to maintain a high level of  
14 public services in plan check, inspection and other building safety related programs for  
15 compliance with State and local building standards. The Building Official also serves as staff  
16 liaison to the Modification Committee. Duties further include the following:

- 17 • Plan, organize, assign, direct, motivate, review and evaluate staff and programs in the  
18 Building Division;
- 19 • Prepare, update and recommend building standards for adoption by the City Council;
- 20 • Establish and improve policies and procedures for the Division to effectively carry out its  
21 goals and responsibilities;
- 22 • Evaluate and adopt new technologies for enhancement of Division's operations;
- 23 • Research and examine supporting data, and make decisions or recommendations on  
24 proposed alternate materials or methods of design and construction;
- 25 • Coordinate various agencies or departments in the permit application process;
- 26 • Provide code interpretations and technical assistance to the public and the design and  
27 construction professionals;

- 1 • Provide data and reports concerning permit activities to the city management and other
- 2 governmental agencies;
- 3 • Administer programs for building safety maintenance, and abate hazardous conditions;
- 4 • Investigate constituent complaints on alleged building violations;
- 5 • Assist staff in developing job knowledge and skills through mentoring, in-house training,
- 6 certification programs and continuing education.
- 7 • Prepare and manage the annual budget for the Division;
- 8 • Serve as staff liaison to the Modification Committee.

9 **SPECIAL INTERROGATORY NO. 17:**

10 Please state the date of each meeting of the CITY’s City Council, Planning Commission or  
11 other division or department of the CITY which the Building Official is obligated to attend as a  
12 part of the Building Official’s job duties.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

14 Objection. Vague and ambiguous and overbroad as to the phrase “obligated to attend”. The  
15 information sought in this discovery request is equally available to the propounding party. (See  
16 Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968)  
17 259 Cal.App.2d 45.) Irrelevant and too remote from the subject matter of this matter, and the  
18 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
19 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 The Building Official has no set meetings with the City Council where attendance is  
23 required. Like any City Staff, attendance at such meetings would be specific to a particular matter  
24 where the Building Official’s presence is specifically requested, if any.

25 **SPECIAL INTERROGATORY NO. 18:**

26 Please IDENTIFY each person who has occupied the position of Building Official for the  
27 CITY from January 1, 2014 through the date that these Special Interrogatories are served.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

2           Objection. The information sought in this discovery request is equally available to the  
3 propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v.*  
4 *Superior Court* (1968) 259 Cal.App.2d 45.) Irrelevant and too remote from the subject matter of  
5 this matter, and the information sought is not reasonably calculated to lead to the discovery of  
6 admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court*  
7 (1968) 263 CA2d 12, 18.) Discovery and investigation are ongoing, and CITY reserves the right to  
8 amend and/or supplement this response as further information becomes known.

9           Subject to and without waiving the above objections, Responding Party responds as  
10 follows:

- 11       1. Jon Traw: 3/1/2014-6/28/2014; Traw Associates Consulting; 14435 Eastridge Dr.,  
12       Whittier, CA 90602; (562) 696-8839.
- 13       2. Timothy Tran: 3/25/2015 to 9/18/2020; former City employee (may be contacted through  
14       counsel.)
- 15       3. Dennis Tarango: (on or about) 9/23/2020 to present; Transtech; 801 S. Grand Avenue,  
16       Suite 1205, Los Angeles, CA 90017; (310) 868-0975.

17 **SPECIAL INTERROGATORY NO. 19:**

18           For each person who has served as Building Official for the CITY from January 1, 2014  
19 through the date that these Special Interrogatories are served, please state the dates on which said  
20 service began and ended.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

22           Objection. The information sought in this discovery request is equally available to the  
23 propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v.*  
24 *Superior Court* (1968) 259 Cal.App.2d 45.) Irrelevant and too remote from the subject matter of  
25 this matter, and the information sought is not reasonably calculated to lead to the discovery of  
26 admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court*  
27 (1968) 263 CA2d 12, 18.) Discovery and investigation are ongoing, and CITY reserves the right to  
28

1 amend and/or supplement this response as further information becomes known.

2 Subject to and without waiving the above objections, Responding Party responds as  
3 follows:

4 See Response to Interrogatory No. 18.

5 **SPECIAL INTERROGATORY NO. 20:**

6 Is the position of City of Monterey Park Building Official a permanent position?

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

8 Objection. Vague and ambiguous and overbroad as to the phrase “permanent”. The  
9 information sought in this discovery request is equally available to the propounding party. (See  
10 Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968)  
11 259 Cal.App.2d 45.) Irrelevant and too remote from the subject matter of this matter, and the  
12 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
13 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

14 Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

16 The position of City of Monterey Park Building Official is an “at-will” position that has  
17 been held by City employees and by contracted professionals. Responding Party is not certain  
18 what is meant by “permanent position.”

19 **SPECIAL INTERROGATORY NO. 21:**

20 Please IDENTIFY the CITY’s most recent permanent Building Official prior to the  
21 appointment of Dennis Tarango.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

23 Objection. Vague and ambiguous and overbroad as to the phrase “permanent”. Irrelevant  
24 and too remote from the subject matter of this matter, and the information sought is not reasonably  
25 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
26 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

27 Subject to and without waiving the above objections, Responding Party responds as  
28

1 follows:

2 Timothy Tran. All individuals who have held the position of City of Monterey Park  
3 Building Official, including Timothy Tran, are listed in City's Response to Interrogatory No. 18. .  
4 The City is not certain what is meant by "permanent position." The position of City of Monterey  
5 Park Building Official is an "at-will" position that has been held by City employees and by  
6 contracted professionals.

7 **SPECIAL INTERROGATORY NO. 22:**

8 Please state in detail the steps the CITY has taken to hire a permanent Building Official,  
9 from the date that the last permanent Building Official departed through the date that these Special  
10 Interrogatories were served.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

12 Objection. Vague and ambiguous and overbroad as to the phrase "permanent". The  
13 information sought in this discovery request is equally available to the propounding party. (See  
14 Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968)  
15 259 Cal.App.2d 45.) Irrelevant and too remote from the subject matter of this matter, and the  
16 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
17 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

18 Subject to and without waiving the above objections, Responding Party responds as  
19 follows:

20 The City is not certain what is meant by "permanent position," as it is an "at will" position,  
21 whether held by a City employee or contractor. The current Building Official is a contract  
22 professional who may retain that position for as long as the contract for such services is in effect.  
23 There have been no steps taken to hire a Building Official as a City employee during the time  
24 period referenced in this Interrogatory.

25 **SPECIAL INTERROGATORY NO. 23:**

26 Is the CITY presently seeking to hire a permanent Building Official?  
27  
28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

2           Objection. Vague and ambiguous and overbroad as to the phrase “permanent”. The request  
3 seeks information subject to the attorney-client privilege. (*Mitchell v. Superior Court* (1984) 37  
4 Cal.3d 591, 601. Irrelevant and too remote from the subject matter of this matter, and the  
5 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
6 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

7           Subject to and without waiving the above objections, Responding Party responds as  
8 follows:

9           The City is not certain what is meant by “permanent position,” as it is an “at will” position,  
10 whether held by a City employee or contractor. The current Building Official is a contract  
11 professional who may retain that position for as long as the contract for such services is in effect.  
12 Currently, there are no steps being taken to hire a Building Official as a City employee.

13 **SPECIAL INTERROGATORY NO. 24:**

14           Please state the daily hours of employment of each Building Official who provided  
15 services to the CITY, from January 1, 2014 until the date that the CITY retained the services of  
16 Dennis Tarango.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 24:**

18           Objection. Vague and ambiguous and overbroad as to the phrase “services”. Irrelevant and  
19 too remote from the subject matter of this matter, and the information sought is not reasonably  
20 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
21 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Discovery and investigation are  
22 ongoing, and CITY reserves the right to amend and/or supplement this response as further  
23 information becomes known.

24           Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

- 26           1. Jon Traw: work hours unknown.  
27           2. Timothy Tran: 8:00 a.m. to 5:00 p.m., Monday through Friday.

1 3. Dennis Tarango: hours at City Hall are Monday and Wednesday from 1:30 p.m. to 6:00  
2 p.m., and as otherwise specifically needed both remotely and at City Hall.

3 **SPECIAL INTERROGATORY NO. 25:**

4 Is Dennis Tarango the CITY's current Building Official?

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 25:**

6 Yes.

7 **SPECIAL INTERROGATORY NO. 26:**

8 Please state the CITY's TERMS OF EMPLOYMENT for each person who served as the  
9 CITY's Building Official from January 1, 2014 to the date that the CITY retained Dennis Tarango  
10 to provide Building Official services. [For purposes of these Special Interrogatories, "TERMS OF  
11 EMPLOYMENT" means the pay range, hours to be worked, and the location where the work is to  
12 be performed for the person whose TERMS OF EMPLOYMENT are requested here.]

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 26:**

14 Objection. Vague and ambiguous and overbroad as to the phrase "services". Irrelevant and  
15 too remote from the subject matter of this matter, and the information sought is not reasonably  
16 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
17 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Discovery and investigation are  
18 ongoing, and CITY reserves the right to amend and/or supplement this response as further  
19 information becomes known.

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 The position of City of Monterey Park Building Official is an "at-will" position that has  
23 been held by City employees and by contracted professionals. Responding Party is not certain  
24 what is meant by "permanent position."

25 Timothy Tran was the only person who was a City employee during the requested time  
26 period. His typical work hours were generally from 8:00 a.m. to 5:00 p.m., Monday through  
27 Friday. His annual salary during the time he was employed with the City as the Building Official

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1 was \$126,881.00, paid twice monthly.

2 Jon Traw provided contract services and was not a City employee. His hourly rate of \$150  
3 was payable in monthly installments not to exceed \$6,000 for any month. Location of work – City  
4 Hall, or as otherwise needed.

5 Dennis Tarango provides contract services and is not a City employee. His hourly rate of  
6 \$125-\$145, not to exceed \$60,000 (5/1/2021-12/31/2021, agreement no. 2241-AB); hourly rate of  
7 \$140/8-10 hours per week, not to exceed \$300,000 (Not to exceed amount includes services for  
8 both plan reviews and building official services (1/1/2022-12/31/2022, 1st amendment to  
9 agreement no. 2241-AB); hourly rate of \$140/8-10 hours per week, not to exceed \$210,000  
10 (Includes services for both plan reviews and building official services) (1/1/2023-1/24/2025).  
11 Location of work – City Hall, remotely, or as otherwise needed.

12 **SPECIAL INTERROGATORY NO. 27:**

13 Do the terms of the contract or contracts pursuant to which Dennis Tarango provides  
14 services to the CITY require Dennis Tarango to attend meetings of the City Council?

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 27:**

16 Objection. Vague and ambiguous and overbroad as to the phrase “require”. Irrelevant and  
17 too remote from the subject matter of this matter, and the information sought is not reasonably  
18 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
19 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 No. The Building Official may attend City Council meetings as needed.

23 **SPECIAL INTERROGATORY NO. 28:**

24 Do the terms of the contract or contracts pursuant to which Dennis Tarango provides  
25 services to the CITY require Dennis Tarango to attend meetings of the Planning Commission?

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 28:**

27 Objection. Vague and ambiguous and overbroad as to the phrase “require”. Irrelevant and  
28

1 too remote from the subject matter of this matter, and the information sought is not reasonably  
2 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
3 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 No. The Building Official may attend Planning Commission meetings as needed.

7 **SPECIAL INTERROGATORY NO. 29:**

8 Do the terms of the contract or contracts pursuant to which Dennis Tarango provides  
9 services to the CITY require Dennis Tarango to attend any official meetings of any CITY boards  
10 or commissions?

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 29:**

12 Objection. Vague and ambiguous and overbroad as to the phrase “services”. Irrelevant and  
13 too remote from the subject matter of this matter, and the information sought is not reasonably  
14 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
15 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

16 Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

18 No. The Building Official may attend such meetings as needed.

19 **SPECIAL INTERROGATORY NO. 30:**

20 Since Dennis Tarango first commenced providing professional services to the CITY to the  
21 date these Special Interrogatories were served, has Dennis Tarango attended any Monterey Park  
22 City Council meetings?

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 30:**

24 Objection. Vague and ambiguous and overbroad as to the phrase “professional services”.  
25 Irrelevant and too remote from the subject matter of this matter, and the information sought is not  
26 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
27 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

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1 Subject to and without waiving the above objections, Responding Party responds as  
2 follows:

3 Yes.

4 **SPECIAL INTERROGATORY NO. 31:**

5 If in the course of providing professional services to the CITY, Dennis Tarango has  
6 attended City Council Meetings, please state the date of each such meeting that Dennis Tarango  
7 attended.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 31:**

9 Objection. Vague and ambiguous and overbroad as to the phrase “professional services”.  
10 Irrelevant and too remote from the subject matter of this matter, and the information sought is not  
11 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
12 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Discovery and  
13 investigation are ongoing, and CITY reserves the right to amend and/or supplement this response  
14 as further information becomes known.

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

- 17 • November 2, 2022; first reading of ordinance to adopt 2022 California Building Standards
- 18 Code.
- 19 • November 16, 2022; second reading of ordinance to adopt 2022 California Building
- 20 Standards Code.

21 **SPECIAL INTERROGATORY NO. 32:**

22 Since Dennis Tarango first commenced providing professional services to the CITY to the  
23 date these Special Interrogatories were served, has Dennis Tarango attended any Monterey Park  
24 Planning Commission meetings?

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 32:**

26 Objection. Vague and ambiguous and overbroad as to the phrase “professional services”.  
27 Irrelevant and too remote from the subject matter of this matter, and the information sought is not

1 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
2 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

5 No.

6 **SPECIAL INTERROGATORY NO. 33:**

7 If in the course of providing professional services to the CITY, Dennis Tarango has  
8 attended City Planning Commission Meetings, please state the date of each such meeting that  
9 Dennis Tarango attended.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 33:**

11 Objection. Vague and ambiguous and overbroad as to the phrase “professional services”.  
12 Irrelevant and too remote from the subject matter of this matter, and the information sought is not  
13 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
14 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

17 Not applicable.

18 **SPECIAL INTERROGATORY NO. 34:**

19 Please define “City official” as that term is used in the CITY’s ordinary business.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 34:**

21 Objection. Vague and ambiguous and overbroad as to the phrase “CITY’s ordinary  
22 business”. Irrelevant and too remote from the subject matter of this matter, and the information  
23 sought is not reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ.  
24 Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

25 Subject to and without waiving the above objections, Responding Party responds as  
26 follows:

27 There is no one particular definition for “City Official” used in the “City’s ordinary  
28

1 business,” and it would be dependent on the circumstances and context. Monterey Park Municipal  
2 Code (“MPMC”) section 2.36.100 recognizes “members of the city council, the clerk, treasurer  
3 and city attorney” as City Officials. Other portions of the MPMC sometimes refer to any person  
4 acting on behalf of the City making appealable decisions to be a “City Official.” California  
5 Government Code § 82048(a) states, “‘Public official’ means every member, officer, employee, or  
6 consultant of a state or local government agency.”

7 **SPECIAL INTERROGATORY NO. 35:**

8 Is the CITY’s Building Official a “City official” as that term is used in the CITY’s  
9 ordinary business?

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 35:**

11 Objection. Vague and ambiguous and overbroad as to the phrase “CITY’s ordinary  
12 business”. Irrelevant and too remote from the subject matter of this matter, and the information  
13 sought is not reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ.  
14 Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

17 See response to Interrogatory No. 34. Depending on circumstances and context, the  
18 Building Official could be considered a “City Official.”

19 **SPECIAL INTERROGATORY NO. 36:**

20 Is Dennis Tarango a “City official” as that term is used in the CITY’s ordinary business?

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 36:**

22 Objection. Vague and ambiguous and overbroad as to the phrase “CITY’s ordinary  
23 business”. Irrelevant and too remote from the subject matter of this matter, and the information  
24 sought is not reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ.  
25 Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

26 Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

1 See response to Interrogatory No. 34. Depending on circumstances and context, the  
2 Building Official could be considered a “City Official,” meaning Dennis Tarango could also be  
3 when acting in that capacity.

4 **SPECIAL INTERROGATORY NO. 37:**

5 Is Dennis Tarango an employee of the City of Monterey Park?

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 37:**

7 No.

8 **SPECIAL INTERROGATORY NO. 38:**

9 Does Dennis Tarango serve as a consultant to the CITY?

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 38:**

11 Objection. Vague and ambiguous and overbroad as to the phrase “consultant”. Irrelevant  
12 and too remote from the subject matter of this matter, and the information sought is not reasonably  
13 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
14 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

17 Dennis Tarango serves as the City’s Building Official, conducts building plan review, and  
18 other services to the City on a contract basis. The term “consultant” is not a term ordinarily used  
19 for Mr. Tarango’s association with the City.

20 **SPECIAL INTERROGATORY NO. 39:**

21 Does the CITY own all DOCUMENTS created by Dennis Tarango in the course of his  
22 providing professional services to the CITY?

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 39:**

24 Objection. Vague and ambiguous and overbroad as to the phrases “own” and “in the course  
25 of his providing professional services to the CITY.” Irrelevant and too remote from the subject  
26 matter of this matter, and the information sought is not reasonably calculated to lead to the  
27 discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v*

1 *Superior Court* (1968) 263 CA2d 12, 18.)

2 Subject to and without waiving the above objections, Responding Party responds as  
3 follows:

4 To the extent Responding Party understands this Interrogatory, no, the City does not own  
5 all DOCUMENTS created by Dennis Tarango in the course of his providing professional services  
6 to the CITY.

7 **SPECIAL INTERROGATORY NO. 40:**

8 Pursuant to any contract or other agreement to which the CITY is a party, does the CITY  
9 have the authority to obtain from Dennis Tarango the DOCUMENTS created by Dennis Tarango  
10 in the course of his providing professional services to the CITY, which are in the possession,  
11 custody or control of Dennis Tarango?

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 40:**

13 Objection. Calls for legal conclusion. Vague and ambiguous and overbroad as to the phrase  
14 “in the course of his providing professional services” and as to this Interrogatory as a whole.  
15 Irrelevant and too remote from the subject matter of this matter, and the information sought is not  
16 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
17 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

18 Subject to and without waiving the above objections, Responding Party responds as  
19 follows:

20 It depends on the specific “DOCUMENTS,” as that term is defined in Evidence Code §  
21 250, as to whether the City is entitled to any particular DOCUMENTS. Responding Party may be  
22 able to provide a more specific answer to specifically described DOCUMENTS.

23 **SPECIAL INTERROGATORY NO. 41:**

24 Does the CITY own all DOCUMENTS created by Transtech Engineers, Inc. in the course  
25 of its providing professional services to the CITY?

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 41:**

27 Objection. Calls for legal conclusion. Vague and ambiguous and overbroad as to the phrase  
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1 “own”. Irrelevant and too remote from the subject matter of this matter, and the information  
2 sought is not reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ.  
3 Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 See response to Interrogatory No. 39. The CITY does not “own all DOCUMENTS created  
7 by Transtech Engineers, Inc. in the course of its providing professional services to the CITY” as  
8 stated in this Interrogatory. Responding Party may be able to provide a more specific answer to  
9 specifically described DOCUMENTS.

10 **SPECIAL INTERROGATORY NO. 42:**

11 Pursuant to any contract or agreement to which the CITY is a party, does the CITY have  
12 the authority to obtain from Transtech Engineers, Inc. the DOCUMENTS created by Transtech  
13 Engineers, Inc. in the course of its providing professional services to the CITY, which are in the  
14 possession, custody or control of Transtech Engineers, Inc.?

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 42:**

16 Objection. Calls for legal conclusion. Vague and ambiguous and overbroad as to the phrase  
17 “authority to obtain”. Irrelevant and too remote from the subject matter of this matter, and the  
18 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
19 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 It depends on the specific “DOCUMENTS,” as that term is defined in Evidence Code §  
23 250, as to whether the City is entitled to any particular DOCUMENTS. Responding Party may be  
24 able to provide a more specific answer to specifically described DOCUMENTS.

25 **SPECIAL INTERROGATORY NO. 43:**

26 Was Dennis Tarango initially retained by now-retired City Manager Ron Bow to serve as  
27 the CITY’s Building Official?

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 43:**

2           Objection. Vague and ambiguous and overbroad as to the phrase “retained”. Irrelevant and  
3 too remote from the subject matter of this matter, and the information sought is not reasonably  
4 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
5 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

6           Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8           No. The contract for services provided by Dennis Tarango is with the City, and not any  
9 employee or City Official. Ron Bow was the City Manager when that contract was first executed  
10 and authorized the then Public Work’s Director’s request to retain Dennis Tarango as the Interim  
11 Building Official while a long-term contract for such services was in process by the City. Mr.  
12 Tarango had discussions and interviewed with the Public Works Director and not the City  
13 Manager for both the interim position and the latter full contract position, the latter of which was  
14 approved by the City Council.

15 **SPECIAL INTERROGATORY NO. 44:**

16           Please LIST each and every DOCUMENT pertaining to Dennis Tarango’s job  
17 qualifications that was examined by the City Manager prior to retaining Dennis Tarango to serve  
18 as the CITY’s BUILDING OFFICIAL.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 44:**

20           Objection. Vague and ambiguous and overbroad as to the phrase “retaining”. Irrelevant and  
21 too remote from the subject matter of this matter, and the information sought is not reasonably  
22 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
23 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

24           Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

- 26           1. Professional Services Agreement No. 22412-AB;
- 27           2. 29 Page document from Transtech references “Staff Augmentation Services – Building

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Official”;

3. Amendment to Professional Services Agreement No. 22412-AB

4. 28 Page document from Transtech that references “Staff Augmentation Services – Building Official” and includes a “Transtech Statement of Qualifications – October 2021.”

**SPECIAL INTERROGATORY NO. 45:**

Did Ron Bow interview Dennis Tarango prior to retaining Dennis Tarango to serve as the CITY’s Building Official?

**RESPONSE TO SPECIAL INTERROGATORY NO. 45:**

Objection. Vague and ambiguous and overbroad as to the phrase “retaining”. Irrelevant and too remote from the subject matter of this matter, and the information sought is not reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

Subject to and without waiving the above objections, Responding Party responds as follows:

No.

**SPECIAL INTERROGATORY NO. 46:**

Did Ron Bow memorialize in writing his interviews with Dennis Tarango prior to retaining Dennis Tarango as the CITY’s Building Official, or any portion of those interviews?

**RESPONSE TO SPECIAL INTERROGATORY NO. 46:**

Objection. Vague and ambiguous and overbroad as to the phrase “retaining”. Irrelevant and too remote from the subject matter of this matter, and the information sought is not reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

Subject to and without waiving the above objections, Responding Party responds as follows:

No, because there were no such interviews.

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**SPECIAL INTERROGATORY NO. 47:**

Please IDENTIFY each governmental entity to which Dennis Tarango has provided professional services from January 1, 2004 to the date that the CITY retained Dennis Tarango as its Building Official, as disclosed to the CITY by Dennis Tarango prior to his retention by the CITY.

**RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

Objection. Vague and ambiguous and overbroad as to the phrase “retaining”. Irrelevant and too remote from the subject matter of this matter, and the information sought is not reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) This interrogatory is duplicative of interrogatories 106-118.

Subject to and without waiving the above objections, Responding Party responds as follows:

City of Highland; County of Riverside; Temple City; City of Alhambra; City of South Pasadena; City of Huntington Park, City of Diamond Bar; City of Yorba Linda; and City of Hemet.

**SPECIAL INTERROGATORY NO. 48:**

Please IDENTIFY each governmental entity to which Dennis Tarango has provided professional services from January 1, 2004, to the date that the CITY retained Dennis Tarango as its Building Official, as disclosed to the CITY by Transtech Engineers, Inc. prior to the CITY’s retention of Dennis Tarango.

**RESPONSE TO SPECIAL INTERROGATORY NO. 48:**

Objection. Vague and ambiguous and overbroad as to the phrase “retaining”. Irrelevant and too remote from the subject matter of this matter, and the information sought is not reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) This interrogatory is duplicative

1 of interrogatories 106-118.

2 Subject to and without waiving the above objections, Responding Party responds as  
3 follows:

4 City of Highland; County of Riverside; Temple City; City of Alhambra; City of South  
5 Pasadena; City of Huntington Park, City of Diamond Bar; City of Yorba Linda; and City of  
6 Hemet. Responding Party is not aware of the dates of service to these jurisdictions, except to the  
7 extent as provided elsewhere in these Interrogatories.

8 **SPECIAL INTERROGATORY NO. 49:**

9 Was the CITY's City Hall at any time closed to the public during the COVID  
10 EMERGENCY? [For purposes of these Special Interrogatories, "COVID EMERGENCY" means  
11 the Covid-19 pandemic which commenced in late 2019 and in connection with which the CITY on  
12 March 11, 2020 issued an emergency declaration.]

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 49:**

14 Yes.

15 **SPECIAL INTERROGATORY NO. 50:**

16 If the CITY's City Hall was closed to the public during the COVID EMERGENCY, please  
17 state the date such closure commenced.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 50:**

19 March 16, 2020.

20 **SPECIAL INTERROGATORY NO. 51:**

21 If the CITY's City Hall was closed to the public during the COVID EMERGENCY, please  
22 state the date that the CITY's City Hall was reopened for regular business.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 51:**

24 April 4, 2022.

25 **SPECIAL INTERROGATORY NO. 52:**

26 During the period that the CITY's City Hall was closed to the public because of the  
27 COVID EMERGENCY, did the Community Development Department or any subdivision thereof,

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1 such as Planning or Building and Safety, provide TECHNICAL REVIEW SERVICES to members  
2 of the public? [For purposes of these Special Interrogatories, “TECHNICAL REVIEW  
3 SERVICES” means CITY-required plan checks, plan reviews, drawing reviews and similar  
4 requirements in connection with ongoing, new or proposed building projects.]

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 52:**

6 Yes.

7 **SPECIAL INTERROGATORY NO. 53:**

8 How many plan checks were performed by CITY staff from March 11, 2018 through  
9 March 10, 2019?

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 53:**

11 Objection. This discovery request is so broad and unlimited as to time and scope as to be  
12 an unwarranted annoyance and is oppressive. To comply with the request would be an undue  
13 burden and expense on the City. The request is calculated to annoy and harass City. (See Code of  
14 Civ. Proc., § 2030.090 subd. (b); and *Columbia Broadcasting System, Inc. v. Superior Court of*  
15 *Los Angeles County* (1968) 263 Cal.App.2d 12, 19 [69 Cal.Rptr. 348, 352].) Irrelevant and too  
16 remote from the subject matter of this matter, and the information sought is not reasonably  
17 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
18 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and discovery are  
19 ongoing. Responding Party reserves the right to amend and/or supplement these responses  
20 pursuant to revised requests.

21 Subject to and without waiving the above objections, Responding Party responds as  
22 follows:

23 Responding Party has diligently attempted to devise a means to reasonably respond to this  
24 Interrogatory. Providing the total number of plan checks for the six different time frames  
25 requested in these Interrogatories is beyond the reporting capability of Responding Party’s file  
26 management systems. To do so, at a minimum, would involve setting up date criteria 24 times,  
27 covering six different time frames (see Interrogatories Nos. 53 - No 58), and then attempting to

28

1 generate separate reports for Building Plan Check, Electrical Plan Check, Plumbing Plan Check,  
2 and Mechanical Plan Check, before compiling the results. After extracting these reports, staff  
3 would further need to review and delete certain lines for voided payments and other issues.  
4 Committing to such an endeavor amounts to an undue burden and expense on the City, and is not  
5 reasonably related to any relevant issues or defenses in this case.

6 Responding Party previously asked Requesting Party that this request be narrowed down a  
7 reasonably feasible request that meets Defendants' legitimate discovery needs, to which Counsel  
8 for Plaintiff refined this request for only the number of plan checks conducted by the City's  
9 Building and Safety Division (and not also from the Planning Department or Public Works  
10 Department) Responding Party has been informed by Building and Safety Division staff that  
11 determining the number of plan checks would require going through each individual file by hand  
12 and searching through them for information indicating how many plan checks each went through.  
13 As detailed in the City's responses to Interrogatory Nos. 59-63 provided herein, there were a total  
14 of 3,892 building permits *issued* (each representing its own file to go through for number of plan  
15 checks) during the 5-year period covered in Interrogatories 53-58. Additionally, an estimated 2-  
16 5% of all permit applications submitted never have a building permit issued, which would be in  
17 addition to the 3,892 building permits actually issued.

18 Accordingly, to provide the number of plan checks from just the Building Division for that  
19 5-year period would amount to going through at least 4,000 files by hand. Estimating a best-case  
20 scenario of being able to review individual files at an average rate of 3 minutes per file (or 160  
21 files per 8-hour day, nonstop), it would take one person working full time and on nothing else at  
22 least five weeks to compile the information necessary for the responses requested in  
23 Interrogatories 53-58 – and that is only for plan checks with Building Division. The City  
24 maintains Plaintiff's refined request would still be unduly burdensome.

25 **SPECIAL INTERROGATORY NO. 54:**

26 How many plan checks were performed by CITY staff from March 11, 2019 through  
27 March 10, 2020?

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 54:**

2           Objection. This discovery request is so broad and unlimited as to time and scope as to be  
3 an unwarranted annoyance and is oppressive. To comply with the request would be an undue  
4 burden and expense on the City. The request is calculated to annoy and harass City. (See Code of  
5 Civ. Proc., § 2030.090 subd. (b); and *Columbia Broadcasting System, Inc. v. Superior Court of*  
6 *Los Angeles County* (1968) 263 Cal.App.2d 12, 19 [69 Cal.Rptr. 348, 352].) Irrelevant and too  
7 remote from the subject matter of this matter, and the information sought is not reasonably  
8 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
9 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and discovery are  
10 ongoing. Responding Party reserves the right to amend and/or supplement these responses  
11 pursuant to revised requests.

12           Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

14           Responding Party has diligently attempted to devise a means to reasonably respond to this  
15 Interrogatory. Providing the total number of plan checks for the six different time frames  
16 requested in these Interrogatories is beyond the reporting capability of Responding Party's file  
17 management systems. To do so, at a minimum, would involve setting up date criteria 24 times,  
18 covering six different time frames (see Interrogatories Nos. 53 - No 58), and then attempting to  
19 generate separate reports for Building Plan Check, Electrical Plan Check, Plumbing Plan Check,  
20 and Mechanical Plan Check, before compiling the results. After extracting these reports, staff  
21 would further need to review and delete certain lines for voided payments and other issues.  
22 Committing to such an endeavor amounts to an undue burden and expense on the City, and is not  
23 reasonably related to any relevant issues or defenses in this case.

24           Responding Party previously asked Requesting Party that this request be narrowed down a  
25 reasonably feasible request that meets Defendants' legitimate discovery needs, to which Counsel  
26 for Plaintiff refined this request for only the number of plan checks conducted by the City's  
27 Building and Safety Division (and not also from the Planning Department or Public Works

1 Department) Responding Party has been informed by Building and Safety Division staff that  
2 determining the number of plan checks would require going through each individual file by hand  
3 and searching through them for information indicating how many plan checks each went through.  
4 As detailed in the City's responses to Interrogatory Nos. 59-63 provided herein, there were a total  
5 of 3,892 building permits *issued* (each representing its own file to go through for number of plan  
6 checks) during the 5-year period covered in Interrogatories 53-58. Additionally, an estimated 2-  
7 5% of all permit applications submitted never have a building permit issued, which would be in  
8 addition to the 3,892 building permits actually issued.

9 Accordingly, to provide the number of plan checks from just the Building Division for that  
10 5-year period would amount to going through at least 4,000 files by hand. Estimating a best-case  
11 scenario of being able to review individual files at an average rate of 3 minutes per file (or 160  
12 files per 8-hour day, nonstop), it would take one person working full time and on nothing else at  
13 least five weeks to compile the information necessary for the responses requested in  
14 Interrogatories 53-58 – and that is only for plan checks with Building Division. The City  
15 maintains Plaintiff's refined request would still be unduly burdensome.

16 **SPECIAL INTERROGATORY NO. 55:**

17 How many plan checks were performed by CITY staff from March 11, 2020 through  
18 March 10, 2021?

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 55:**

20 Objection. This discovery request is so broad and unlimited as to time and scope as to be  
21 an unwarranted annoyance and is oppressive. To comply with the request would be an undue  
22 burden and expense on the City. The request is calculated to annoy and harass City. (See Code of  
23 Civ. Proc., § 2030.090 subd. (b); and *Columbia Broadcasting System, Inc. v. Superior Court of*  
24 *Los Angeles County* (1968) 263 Cal.App.2d 12, 19 [69 Cal.Rptr. 348, 352].) Irrelevant and too  
25 remote from the subject matter of this matter, and the information sought is not reasonably  
26 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
27 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and discovery are

1 ongoing. Responding Party reserves the right to amend and/or supplement these responses  
2 pursuant to revised requests.

3           Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

5           Responding Party has diligently attempted to devise a means to reasonably respond to this  
6 Interrogatory. Providing the total number of plan checks for the six different time frames  
7 requested in these Interrogatories is beyond the reporting capability of Responding Party's file  
8 management systems. To do so, at a minimum, would involve setting up date criteria 24 times,  
9 covering six different time frames (see Interrogatories Nos. 53 - No 58), and then attempting to  
10 generate separate reports for Building Plan Check, Electrical Plan Check, Plumbing Plan Check,  
11 and Mechanical Plan Check, before compiling the results. After extracting these reports, staff  
12 would further need to review and delete certain lines for voided payments and other issues.  
13 Committing to such an endeavor amounts to an undue burden and expense on the City, and is not  
14 reasonably related to any relevant issues or defenses in this case.

15           Responding Party previously asked Requesting Party that this request be narrowed down a  
16 reasonably feasible request that meets Defendants' legitimate discovery needs, to which Counsel  
17 for Plaintiff refined this request for only the number of plan checks conducted by the City's  
18 Building and Safety Division (and not also from the Planning Department or Public Works  
19 Department) Responding Party has been informed by Building and Safety Division staff that  
20 determining the number of plan checks would require going through each individual file by hand  
21 and searching through them for information indicating how many plan checks each went through.  
22 As detailed in the City's responses to Interrogatory Nos. 59-63 provided herein, there were a total  
23 of 3,892 building permits *issued* (each representing its own file to go through for number of plan  
24 checks) during the 5-year period covered in Interrogatories 53-58. Additionally, an estimated 2-  
25 5% of all permit applications submitted never have a building permit issued, which would be in  
26 addition to the 3,892 building permits actually issued.

27           Accordingly, to provide the number of plan checks from just the Building Division for that  
28

1 5-year period would amount to going through at least 4,000 files by hand. Estimating a best-case  
2 scenario of being able to review individual files at an average rate of 3 minutes per file (or 160  
3 files per 8-hour day, nonstop), it would take one person working full time and on nothing else at  
4 least five weeks to compile the information necessary for the responses requested in  
5 Interrogatories 53-58 – and that is only for plan checks with Building Division. The City  
6 maintains Plaintiff’s refined request would still be unduly burdensome.

7 **SPECIAL INTERROGATORY NO. 56:**

8 How many plan checks were performed by CITY staff from March 11, 2021 through  
9 March 10, 2022?

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 56:**

11 Objection. This discovery request is so broad and unlimited as to time and scope as to be  
12 an unwarranted annoyance and is oppressive. To comply with the request would be an undue  
13 burden and expense on the City. The request is calculated to annoy and harass City. (See Code of  
14 Civ. Proc., § 2030.090 subd. (b); and *Columbia Broadcasting System, Inc. v. Superior Court of*  
15 *Los Angeles County* (1968) 263 Cal.App.2d 12, 19 [69 Cal.Rptr. 348, 352].) Irrelevant and too  
16 remote from the subject matter of this matter, and the information sought is not reasonably  
17 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
18 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and discovery are  
19 ongoing. Responding Party reserves the right to amend and/or supplement these responses  
20 pursuant to revised requests.

21 Subject to and without waiving the above objections, Responding Party responds as  
22 follows:

23 Responding Party has diligently attempted to devise a means to reasonably respond to this  
24 Interrogatory. Providing the total number of plan checks for the six different time frames  
25 requested in these Interrogatories is beyond the reporting capability of Responding Party’s file  
26 management systems. To do so, at a minimum, would involve setting up date criteria 24 times,  
27 covering six different time frames (see Interrogatories Nos. 53 - No 58), and then attempting to

1 generate separate reports for Building Plan Check, Electrical Plan Check, Plumbing Plan Check,  
2 and Mechanical Plan Check, before compiling the results. After extracting these reports, staff  
3 would further need to review and delete certain lines for voided payments and other issues.  
4 Committing to such an endeavor amounts to an undue burden and expense on the City, and is not  
5 reasonably related to any relevant issues or defenses in this case.

6         Responding Party previously asked Requesting Party that this request be narrowed down a  
7 reasonably feasible request that meets Defendants' legitimate discovery needs, to which Counsel  
8 for Plaintiff refined this request for only the number of plan checks conducted by the City's  
9 Building and Safety Division (and not also from the Planning Department or Public Works  
10 Department) Responding Party has been informed by Building and Safety Division staff that  
11 determining the number of plan checks would require going through each individual file by hand  
12 and searching through them for information indicating how many plan checks each went through.  
13 As detailed in the City's responses to Interrogatory Nos. 59-63 provided herein, there were a total  
14 of 3,892 building permits *issued* (each representing its own file to go through for number of plan  
15 checks) during the 5-year period covered in Interrogatories 53-58. Additionally, an estimated 2-  
16 5% of all permit applications submitted never have a building permit issued, which would be in  
17 addition to the 3,892 building permits actually issued.

18         Accordingly, to provide the number of plan checks from just the Building Division for that  
19 5-year period would amount to going through at least 4,000 files by hand. Estimating a best-case  
20 scenario of being able to review individual files at an average rate of 3 minutes per file (or 160  
21 files per 8-hour day, nonstop), it would take one person working full time and on nothing else at  
22 least five weeks to compile the information necessary for the responses requested in  
23 Interrogatories 53-58 – and that is only for plan checks with Building Division. The City  
24 maintains Plaintiff's refined request would still be unduly burdensome.

25 **SPECIAL INTERROGATORY NO. 57:**

26         How many plan checks were performed by CITY staff from March 11, 2022 through  
27 March 10, 2022?

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 57:**

2           Objection. This discovery request is so broad and unlimited as to time and scope as to be  
3 an unwarranted annoyance and is oppressive. To comply with the request would be an undue  
4 burden and expense on the City. The request is calculated to annoy and harass City. (See Code of  
5 Civ. Proc., § 2030.090 subd. (b); and *Columbia Broadcasting System, Inc. v. Superior Court of*  
6 *Los Angeles County* (1968) 263 Cal.App.2d 12, 19 [69 Cal.Rptr. 348, 352].) Irrelevant and too  
7 remote from the subject matter of this matter, and the information sought is not reasonably  
8 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
9 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and discovery are  
10 ongoing. Responding Party reserves the right to amend and/or supplement these responses  
11 pursuant to revised requests.

12           Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

14           Responding Party has diligently attempted to devise a means to reasonable respond to this  
15 Interrogatory. To provide the total number of plan checks for the six different time frames  
16 requested in these Interrogatories is beyond the reporting capability of Responding Party's file  
17 systems. This process, are a minimum, would involve setting up date criteria 24 times, covering  
18 six different time frames (see Interrogatories Nos. 53 - No 58), and then attempting to generate  
19 separate reports for Building Plan Check, Electrical Plan Check, Plumbing Plan Check, and  
20 Mechanical Plan Check. After extracting these reports, staff would then need to review and delete  
21 certain lines for voided payments and other issues. Committing to such an endeavor is an undue  
22 burden and expense on the City, and is not reasonably related to any relevant issues or defenses in  
23 this case.

24           Responding Party previously asked Requesting Party that this request be narrowed down a  
25 reasonably feasible request that meets Defendants' legitimate discovery needs, to which Counsel  
26 for Plaintiff refined this request for only the number of plan checks conducted by the City's  
27 Building and Safety Division (and not also from the Planning Department or Public Works

1 Department) Responding Party has been informed by Building and Safety Division staff that  
2 determining the number of plan checks would require going through each individual file by hand  
3 and searching through them for information indicating how many plan checks each went through.  
4 As detailed in the City's responses to Interrogatory Nos. 59-63 provided herein, there were a total  
5 of 3,892 building permits *issued* (each representing its own file to go through for number of plan  
6 checks) during the 5-year period covered in Interrogatories 53-58. Additionally, an estimated 2-  
7 5% of all permit applications submitted never have a building permit issued, which would be in  
8 addition to the 3,892 building permits actually issued.

9 Accordingly, to provide the number of plan checks from just the Building Division for that  
10 5-year period would amount to going through at least 4,000 files by hand. Estimating a best-case  
11 scenario of being able to review individual files at an average rate of 3 minutes per file (or 160  
12 files per 8-hour day, nonstop), it would take one person working full time and on nothing else at  
13 least five weeks to compile the information necessary for the responses requested in  
14 Interrogatories 53-58 – and that is only for plan checks with Building Division. The City  
15 maintains Plaintiff's refined request would still be unduly burdensome.

16 **SPECIAL INTERROGATORY NO. 58:**

17 How many plan checks were performed by CITY staff from March 11, 2023 through  
18 March 10, 2024?

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 58:**

20 Objection. This discovery request is so broad and unlimited as to time and scope as to be  
21 an unwarranted annoyance and is oppressive. To comply with the request would be an undue  
22 burden and expense on the City. The request is calculated to annoy and harass City. (See Code of  
23 Civ. Proc., § 2030.090 subd. (b); and *Columbia Broadcasting System, Inc. v. Superior Court of*  
24 *Los Angeles County* (1968) 263 Cal.App.2d 12, 19 [69 Cal.Rptr. 348, 352].) Irrelevant and too  
25 remote from the subject matter of this matter, and the information sought is not reasonably  
26 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
27 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and discovery are

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1 ongoing. Responding Party reserves the right to amend and/or supplement these responses  
2 pursuant to revised requests.

3           Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

5           Responding Party has diligently attempted to devise a means to reasonable respond to this  
6 Interrogatory. To provide the total number of plan checks for the six different time frames  
7 requested in these Interrogatories is beyond the reporting capability of Responding Party's file  
8 systems. This process, are a minimum, would involve setting up date criteria 24 times, covering  
9 six different time frames (see Interrogatories Nos. 53 - No 58), and then attempting to generate  
10 separate reports for Building Plan Check, Electrical Plan Check, Plumbing Plan Check, and  
11 Mechanical Plan Check. After extracting these reports, staff would then need to review and delete  
12 certain lines for voided payments and other issues. Committing to such an endeavor amounts to an  
13 undue burden and expense on the City, and is not reasonably related to any relevant issues or  
14 defenses in this case.

15           Responding Party previously asked Requesting Party that this request be narrowed down a  
16 reasonably feasible request that meets Defendants' legitimate discovery needs, to which Counsel  
17 for Plaintiff refined this request for only the number of plan checks conducted by the City's  
18 Building and Safety Division (and not also from the Planning Department or Public Works  
19 Department) Responding Party has been informed by Building and Safety Division staff that  
20 determining the number of plan checks would require going through each individual file by hand  
21 and searching through them for information indicating how many plan checks each went through.  
22 As detailed in the City's responses to Interrogatory Nos. 59-63 provided herein, there were a total  
23 of 3,892 building permits *issued* (each representing its own file to go through for number of plan  
24 checks) during the 5-year period covered in Interrogatories 53-58. Additionally, an estimated 2-  
25 5% of all permit applications submitted never have a building permit issued, which would be in  
26 addition to the 3,892 building permits actually issued.

27           Accordingly, to provide the number of plan checks from just the Building Division for that  
28

1 5-year period would amount to going through at least 4,000 files by hand. Estimating a best-case  
2 scenario of being able to review individual files at an average rate of 3 minutes per file (or 160  
3 files per 8-hour day, nonstop), it would take one person working full time and on nothing else at  
4 least five weeks to compile the information necessary for the responses requested in  
5 Interrogatories 53-58 – and that is only for plan checks with Building Division. The City  
6 maintains Plaintiff’s refined request would still be unduly burdensome.

7 **SPECIAL INTERROGATORY NO. 59:**

8 How many building permits were issued by CITY staff from March 11, 2018 through  
9 March 10, 2019 in connection with commercial development projects?

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 59:**

11 Objection. Vague and ambiguous and overbroad as to the phrase “commercial  
12 development projects”. The request seeks information subject to the attorney-client privilege.  
13 (*Mitchell v. Superior Court* (1984) 37 Cal.3d 591, 601. Irrelevant and too remote from the subject  
14 matter of this matter, and the information sought is not reasonably calculated to lead to the  
15 discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v*  
16 *Superior Court* (1968) 263 CA2d 12, 18.)

17 Subject to and without waiving the above objections, and to the extend Responding Party  
18 understands the phrase “commercial development projects,” Responding Party responds as  
19 follows:

20 718.

21 **SPECIAL INTERROGATORY NO. 60:**

22 How many building permits were issued by CITY staff from March 11, 2019 through  
23 March 10, 2020 in connection with commercial development projects?

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 60:**

25 Objection. Vague and ambiguous and overbroad as to the phrase “commercial  
26 development projects”. The request seeks information subject to the attorney-client privilege.  
27 (*Mitchell v. Superior Court* (1984) 37 Cal.3d 591, 601. Irrelevant and too remote from the subject

1 matter of this matter, and the information sought is not reasonably calculated to lead to the  
2 discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v*  
3 *Superior Court* (1968) 263 CA2d 12, 18.)

4 Subject to and without waiving the above objections, and to the extend Responding Party  
5 understands the phrase “commercial development projects,” Responding Party responds as  
6 follows:

7 674.

8 **SPECIAL INTERROGATORY NO. 61:**

9 How many building permits were issued by CITY staff from March 11, 2020 through  
10 March 10, 2021 in connection with commercial development projects?

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 61:**

12 Objection. Vague and ambiguous and overbroad as to the phrase “commercial  
13 development projects”. The request seeks information subject to the attorney-client privilege.  
14 (*Mitchell v. Superior Court* (1984) 37 Cal.3d 591, 601. Irrelevant and too remote from the subject  
15 matter of this matter, and the information sought is not reasonably calculated to lead to the  
16 discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v*  
17 *Superior Court* (1968) 263 CA2d 12, 18.)

18 Subject to and without waiving the above objections, and to the extend Responding Party  
19 understands the phrase “commercial development projects,” Responding Party responds as  
20 follows:

21 624.

22 **SPECIAL INTERROGATORY NO. 62:**

23 How many building permits were issued by CITY staff from March 11, 2021 through  
24 March 10, 2022 in connection with commercial development projects.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 62:**

26 Objection. Vague and ambiguous and overbroad as to the phrase “commercial  
27 development projects”. The request seeks information subject to the attorney-client privilege.

28

1 (*Mitchell v. Superior Court* (1984) 37 Cal.3d 591, 601. Irrelevant and too remote from the subject  
2 matter of this matter, and the information sought is not reasonably calculated to lead to the  
3 discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v*  
4 *Superior Court* (1968) 263 CA2d 12, 18.)

5 Subject to and without waiving the above objections, and to the extend Responding Party  
6 understands the phrase “commercial development projects,” Responding Party responds as  
7 follows:

8 795.

9 **SPECIAL INTERROGATORY NO. 63:**

10 How many building permits were issued by CITY staff from March 11, 2022 through  
11 March 10, 2023 in connection with commercial development projects.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 63:**

13 Objection. Vague and ambiguous and overbroad as to the phrase “commercial  
14 development projects”. The request seeks information subject to the attorney-client privilege.  
15 (*Mitchell v. Superior Court* (1984) 37 Cal.3d 591, 601. Irrelevant and too remote from the subject  
16 matter of this matter, and the information sought is not reasonably calculated to lead to the  
17 discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v*  
18 *Superior Court* (1968) 263 CA2d 12, 18.)

19 Subject to and without waiving the above objections, and to the extend Responding Party  
20 understands the phrase “commercial development projects,” Responding Party responds as  
21 follows:

22 1,081.

23 **SPECIAL INTERROGATORY NO. 64:**

24 How many building permits were issued by CITY staff from March 11, 2023 through  
25 March 10, 2024 in connection with commercial development projects.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 64:**

27 Objection. Vague and ambiguous and overbroad as to the phrase “commercial  
28

1 development projects”. The request seeks information subject to the attorney-client privilege.  
2 (*Mitchell v. Superior Court* (1984) 37 Cal.3d 591, 601. Irrelevant and too remote from the subject  
3 matter of this matter, and the information sought is not reasonably calculated to lead to the  
4 discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v*  
5 *Superior Court* (1968) 263 CA2d 12, 18.)

6 Subject to and without waiving the above objections, and to the extent Responding Party  
7 understands the phrase “commercial development projects,” Responding Party responds as  
8 follows:

9 1,120.

10 **SPECIAL INTERROGATORY NO. 65:**

11 Please LIST each and every TECHNICAL DOCUMENT submitted by the owners of the  
12 SUBJECT PROPERTY for review by CITY staff from May 1, 2013 to the date that these Special  
13 Interrogatories were served. [For purposes of these Special Interrogatories, “TECHNICAL  
14 DOCUMENT” means every plan, drawing, application or similar DOCUMENT that the CITY  
15 requires that the present owners of the SUBJECT PROPERTY submit to the CITY for review in  
16 connection with the proposed redevelopment of the SUBJECT PROPERTY as a 7-Leaves Café  
17 restaurant facility.]

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 65:**

19 Objection. The information sought in this discovery request is equally available, if not  
20 more available, to the propounding party, particularly because the propounding party is the party  
21 who submitted the very DOCUMENTS referenced. (See Code of Civ. Proc., § 2030.220 subd. (c);  
22 and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

- 23 - Construction plans
- 24 - Building permit applications
- 25 - Energy compliance forms
- 26 - Structural calculations, if applicable.

1 **SPECIAL INTERROGATORY NO. 66:**

2 As to each and every TECHNICAL DOCUMENT submitted by the owners of the  
3 SUBJECT PROPERTY for review by CITY staff from May 1, 2013 to the date that these Special  
4 Interrogatories were served, please state the date that each such TECHNICAL DOCUMENT was  
5 submitted to the CITY for review.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 66:**

7 Objection. The information sought in this discovery request is equally available to the  
8 propounding party, particularly because the propounding party is one of the owners who submitted  
9 the very DOCUMENTS referenced. (See Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine*  
10 *Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

11 Building plans were submitted to the City for review on the following dates: September 29,  
12 2015; February 9, 2016; April 14, 2016; July 20, 2016; October 27, 2016; and December 21, 2016.

13 The permit originally issued on or about July 14, 2017, expired on or about September 28,  
14 2022. On or about February 2, 2023, a second building permit was issued based on the original  
15 plans, which expired on August 1, 2023. On or about January 4, 2024, a third building permit was  
16 issued based on the original plans.

17 **SPECIAL INTERROGATORY NO. 67:**

18 As to each and every TECHNICAL DOCUMENT submitted by the owners of the  
19 SUBJECT PROPERTY for review by CITY staff from May 1, 2013 to the date that these Special  
20 Interrogatories were served, please state the date of the first written communication from the  
21 CITY to the owners of the SUBJECT PROPERTY (or any of them) regarding the sufficiency of  
22 each such TECHNICAL DOCUMENT.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 67:**

24 Objection. The information sought in this discovery request is equally available, if not  
25 more available, to the propounding party, particularly because the propounding party is one of the  
26 owners who would necessary have received the “written communications” referenced. (See Code  
27 of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259

1 Cal.App.2d 45.) Vague and ambiguous as to the phrase “written communication from the CITY”.  
2 Investigation and discovery are ongoing. Responding Party reserves the right to amend and/or  
3 supplement these responses as new information becomes known or this request is clarified.

4 Subject to and without waiving the above objections, and to the extent Responding Party  
5 understands this Interrogatory, Responding Party responds as follows:

6 If Requesting Party is requesting the initial date of “comment lists” or “comment sheets,”  
7 Responding Party no longer has access to these records. By way of background, each City division  
8 reviewing the plans would input whether the review was approved or had comments in the permit  
9 system’s workflow. Once all the divisions have completed the reviews, City staff contacts the  
10 applicant by phone to collect the marked-up drawings with the comment sheets. Comment sheets  
11 are working drafts that the City destroy once plans are approved and permits issued, which was  
12 done in this case. The City has responded with the dates plans were submitted and re-submitted  
13 for review a total of six times before the original permit was issued on July 14, 2017.

14 **SPECIAL INTERROGATORY NO. 68:**

15 Please specify each of the “health and safety concerns” referenced in the first sentence of  
16 paragraph 14 of Plaintiffs’ Complaint.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 68:**

18 Objection. The interrogatory seeks premature disclosure of expert opinion in violation of  
19 Code of Civil Procedure sections 2034.210, 2034.220, and 2034.270. Calls for legal conclusion.  
20 Irrelevant and too remote from the subject matter of this matter, and the information sought is not  
21 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
22 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and  
23 discovery are ongoing. Responding Party reserves the right to amend and/or supplement these  
24 responses as new information becomes known.

25 Subject to and without waiving the above objections, Responding Party responds as  
26 follows:

27 The “health and safety” concerns referenced in the first sentence of paragraph 14 of the  
28

1 Complaint relate to building siting and orientation concerns, and include:

- 2 • Open trenches for months with openings in fences and no construction crews present.
- 3 • Water runoff with silt and pollutants from property onto sidewalk, public streets and
- 4 into storm drains.
- 5 • Broken windows.
- 6 • Flooding on interior of building leading to mold.
- 7 • Sandbags related items in the public right of way (sidewalk) as tripping hazards
- 8 • Accumulation of junk, debris, and random construction materials on the interior
- 9 present fire risk, especially where no work crews are around
- 10 • Abandoned building open to vagrants and vandalism, and whom could be injured with
- 11 entry into the structure.

12 **SPECIAL INTERROGATORY NO. 69:**

13 As to each of the “health and safety concerns” referenced in the first sentence of paragraph  
14 14 of Plaintiffs’ Complaint, please LIST each and every DOCUMENT which evidences each of  
15 such “health and safety concerns.”

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 69:**

17 Objection. The interrogatory seeks premature disclosure of expert opinion in violation of  
18 Code of Civil Procedure sections 2034.210, 2034.220, and 2034.270. Calls for legal conclusion.  
19 Irrelevant and too remote from the subject matter of this matter, and the information sought is not  
20 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
21 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and  
22 discovery are ongoing. Responding Party reserves the right to amend and/or supplement these  
23 responses as new information becomes known.

24 Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

- 26 • August 21, 2013 letter from Planning about 8/20/13 Design Review Board meeting.
- 27 • Minutes of 11-18-13 Design Review Board meeting.

- Minutes of 5-5-15 Design Review Board meeting.
- List all NOV's and Citations

**SPECIAL INTERROGATORY NO. 70:**

Please specify each of the “health and safety concerns” referenced in paragraph 14(a) of Plaintiffs’ Complaint.

**RESPONSE TO SPECIAL INTERROGATORY NO. 70:**

Objection. The interrogatory seeks premature disclosure of expert opinion in violation of Code of Civil Procedure sections 2034.210, 2034.220, and 2034.270. Calls for legal conclusion. Irrelevant and too remote from the subject matter of this matter, and the information sought is not reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and discovery are ongoing. Responding Party reserves the right to amend and/or supplement these responses as new information becomes known.

Subject to and without waiving the above objections, Responding Party responds as follows:

- At the southwest corner of the property, a diagonal pedestrian walkway from the street corner to the parking area at the rear with a sun shading device directly overhead per the North Atlantic Specific Plan required.
- Secondary driveway accessible from West Garvey Avenue required.
- Trash enclosure required.
- On the site and floor plans, the location of all the mechanical equipment not shown. The mechanical equipment must be fully screened.
- The elevation plan did not show a cross section to show the height of parapet walls . All roof mounted equipment must be fully screened by the parapet walls.
- The raised curb of the planter areas must not obstruct the site drainage.

**SPECIAL INTERROGATORY NO. 71:**

Please specify each of the “health and safety concerns” referenced in paragraph 14(b) of

1 Plaintiffs' Complaint.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 71:**

3       Objection. The interrogatory seeks premature disclosure of expert opinion in violation of  
4 Code of Civil Procedure sections 2034.210, 2034.220, and 2034.270. Calls for legal conclusion.  
5 Irrelevant and too remote from the subject matter of this matter, and the information sought is not  
6 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
7 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and  
8 discovery are ongoing. Responding Party reserves the right to amend and/or supplement these  
9 responses as new information becomes known.

10       Subject to and without waiving the above objections, Responding Party responds as  
11 follows:

- 12       • On the floor and elevation plans, show the location of the mechanical equipment room,  
13 including backflow devices, transformers, etc.
- 14       • Provide exterior lighting fixture details including freestanding light poles within the  
15 parking area.

16 **SPECIAL INTERROGATORY NO. 72:**

17       Please specify each of the "health and safety concerns" referenced in paragraph 14(c) of  
18 Plaintiffs' Complaint.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 72:**

20       Objection. The interrogatory seeks premature disclosure of expert opinion in violation of  
21 Code of Civil Procedure sections 2034.210, 2034.220, and 2034.270. Calls for legal conclusion.  
22 Irrelevant and too remote from the subject matter of this matter, and the information sought is not  
23 reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, §  
24 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and  
25 discovery are ongoing. Responding Party reserves the right to amend and/or supplement these  
26 responses as new information becomes known.

27       Subject to and without waiving the above objections, Responding Party responds as

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1 follows:

- 2       • On the elevation and landscape plans, decorative bollards must be provided around  
3       outdoor seating area at southwestern and southeastern portions of the lot. The design of  
4       the bollards will be subject to the review and approval of the Planner.

5 **SPECIAL INTERROGATORY NO. 73:**

6       Please LIST each DOCUMENT, including but not limited to staff reports and electronic  
7       correspondence, which evidence the facts alleged in paragraph 17(a) of Plaintiffs' Complaint.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 73:**

9       Objection. The interrogatory is vague, ambiguous and unclear, as there is no "paragraph  
10       17(a) of Plaintiffs' Complaint," and City cannot reasonably discern Propounding Party's intent.

11       Subject to and without waiving the above objections, Responding Party responds as  
12       follows:

13       City is unable to respond to this Interrogatory, because there is no "paragraph 17(a) of  
14       Plaintiffs' Complaint," and City cannot reasonably discern Propounding Party's intent.

15 **SPECIAL INTERROGATORY NO. 74:**

16       Please LIST each DOCUMENT, including but not limited to staff reports and electronic  
17       correspondence, which evidence the facts alleged in paragraph 17(b) of Plaintiffs' Complaint.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 74:**

19       Objection. The interrogatory is vague, ambiguous and unclear, as there is no "paragraph  
20       17(b) of Plaintiffs' Complaint."

21       Subject to and without waiving the above objections, Responding Party responds as  
22       follows:

23       City is unable to respond to this Interrogatory, because there is no "paragraph 17(b) of  
24       Plaintiffs' Complaint," and City cannot reasonably discern Propounding Party's intent.

25 **SPECIAL INTERROGATORY NO. 75:**

26       Please LIST each DOCUMENT, including but not limited to staff reports and electronic  
27       correspondence, which evidence the facts alleged in paragraph 17(c) of Plaintiffs' Complaint.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 75:**

2           Objection. The interrogatory is vague, ambiguous and unclear, as there is no “paragraph  
3 17(c) of Plaintiffs’ Complaint.”

4           Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6           City is unable to respond to this Interrogatory, because there is no “paragraph 17(c) of  
7 Plaintiffs’ Complaint.”

8 **SPECIAL INTERROGATORY NO. 76:**

9           Did the CITY conclude that the plan check application with accompanying construction  
10 drawings submitted on September 29, 2015 (referenced in paragraph 16 of Plaintiffs’ Complaint)  
11 would have to be resubmitted?

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 76:**

13           Objection. The interrogatory is vague, ambiguous and unclear as to the phrase  
14 “resubmitted.” Investigation and discovery are ongoing. Responding Party reserves the right to  
15 amend and/or supplement these responses as new information becomes known.

16           Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

18           Yes.

19 **SPECIAL INTERROGATORY NO. 77:**

20           Please LIST each written communication transmitted by the CITY to Defendants or any of  
21 them regarding the construction drawings referenced in paragraph 16(b) of Plaintiffs’  
22 COMPLAINT.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 77:**

24           Objection. The interrogatory is vague, ambiguous and unclear as to the phrase  
25 “resubmitted.” Investigation and discovery are ongoing. Responding Party reserves the right to  
26 amend and/or supplement these responses as new information becomes known.

27           Subject to and without waiving the above objections, Responding Party responds as  
28

1 follows:

2 Written communications regarding resubmittal of building plans consisted of comments  
3 and corrections (on the plans themselves and/or “comment sheets”) that were part of the return of  
4 Defendants’ plans submitted to the City on or about: September 29, 2015; February 9, 2016; April  
5 14, 2016; July 20, 2016; October 27, 2016; and December 21, 2016.

6 **SPECIAL INTERROGATORY NO. 78:**

7 Please IDENTIFY each and every individual who participated in the plan check and  
8 review of the construction drawings referenced in paragraph 16 of Plaintiffs’ COMPLAINT.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 78:**

10 Objection. The information sought in this discovery request is equally available to the  
11 propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v.*  
12 *Superior Court* (1968) 259 Cal.App.2d 45.) Irrelevant and too remote from the subject matter of  
13 this matter, and the information sought is not reasonably calculated to lead to the discovery of  
14 admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court*  
15 (1968) 263 CA2d 12, 18.)

16 Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

18 City staff members who provided plan comments and corrections are identified with the  
19 return of the plans, which were previously provided to Defendants. A list of City plan checkers  
20 who may have interacted with the plans referenced in this Interrogatory includes the following  
21 individuals, who may be contacted through counsel:

- 22 • Dennis Tarango is tasked generally tasked with supervising other staff who review  
23 such plans, and may personally review building plans submitted to the City.
- 24 • Vivian Chen
- 25 • Samantha Tewasart
- 26 • Paul Houng
- 27 • Cesar Vega

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- 1 • Daniel Sabadin
- 2 • Chris Gomez
- 3 • Wing Shum
- 4 • Danny Ruiz
- 5 • Rudy Valenzuela

6 The following entity contracted with the City to provide fire protection-related plan review  
7 for the SUBJECT PROPERTY:

- 8 • MACK Fire Protection; 15 Industrial Park Pl, Middletown, CT 06457; (860) 632-8053.

9 **SPECIAL INTERROGATORY NO. 79:**

10 Please IDENTIFY each and every business entity and/or private contractor which  
11 participated in the plan check and review of the construction drawings referenced in paragraph 16  
12 of Plaintiffs' COMPLAINT.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 79:**

14 Objection. The interrogatory is vague, ambiguous and unclear as to the phrase "plan check  
15 and review." Investigation and discovery are ongoing. Responding Party reserves the right to  
16 amend and/or supplement these responses as new information becomes known.

17 Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

- 19 • Dennis Tarango is tasked generally tasked with supervising other staff who review  
20 such plans, and may personally review building plans submitted to the City.
- 21 • MACK Fire Protection; 15 Industrial Park Pl, Middletown, CT 06457; (860) 632-8053.

22 **SPECIAL INTERROGATORY NO. 80:**

23 Please state the date that the CITY advised Defendants in writing that the plan check  
24 application with accompanying construction drawings submitted on September 29, 2015  
25 (referenced in paragraph 16 of the CITY's Complaint) would have to be resubmitted.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 80:**

27 Objection. The information sought in this discovery request is equally available to the  
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1 propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v.*  
2 *Superior Court* (1968) 259 Cal.App.2d 45.) Irrelevant and too remote from the subject matter of  
3 this matter, and the information sought is not reasonably calculated to lead to the discovery of  
4 admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court*  
5 (1968) 263 CA2d 12, 18.)

6 Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8 After all City Divisions have completed their respective reviews of plans, City staff  
9 reaches out to the applicant by phone. The written request for resubmission would have been noted  
10 on the Division's Comment list, which City no longer possesses. Further, see response to  
11 Interrogatory No. 67.

12 **SPECIAL INTERROGATORY NO. 81:**

13 Which of the "corrections", as alleged in paragraph 18 of Plaintiffs' Complaint to have  
14 been issued by Inspector Smith, remain outstanding?

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 81:**

16 Objection. The interrogatory is vague, ambiguous and unclear as to the phrase "remain  
17 outstanding." Investigation and discovery are ongoing. Responding Party reserves the right to  
18 amend and/or supplement these responses as new information becomes known.

19 Subject to and without waiving the above objections, Responding Party responds as  
20 follows:

21 Items listed as "issued by Inspector Smith (that) remain outstanding" include those stated  
22 in Paragraph 18(a) and 18(m). Inspector Smith is no longer employed with the City. Responding  
23 Party can provide the extracted inspection data from City's permit system to demonstrate which  
24 inspections have been approved, upon request.

25 Additionally, an inspection of the SUBJECT PROPERTY is scheduled to occur the week  
26 of July 22, 2024 by the City's Building Division to determine which of the correction items listed  
27 in Paragraph 14 (a) through (m) of the Complaint in this matter remain outstanding. Responding

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1 Party reserves the right to amend and/or supplement these responses as new information becomes  
2 known.

3 **SPECIAL INTERROGATORY NO. 82:**

4 Which of the “corrections”, as alleged in paragraph 18 of Plaintiffs’ Complaint to have  
5 been issued by Inspector Smith, have been remedied?

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 82:**

7 Objection. The interrogatory is vague, ambiguous and unclear as to the phrase “remedied.”  
8 Investigation and discovery are ongoing. Responding Party reserves the right to amend and/or  
9 supplement these responses as new information becomes known.

10 Subject to and without waiving the above objections, Responding Party responds as  
11 follows:

12 Responding Party is does not have sufficient information to know whether the items listed  
13 as “corrections...issued by Inspector Smith” have been resolved, because Defendants have not  
14 called for inspection of those items since those corrections were issued. Until such time,  
15 Responding Party cannot competently respond to this Interrogatory.

16 Additionally, an inspection of the SUBJECT PROPERTY is scheduled to occur the week  
17 of July 22, 2024 by the City’s Building Division to determine which of the correction items listed  
18 in Paragraph 14 (a) through (m) of the Complaint in this matter remain outstanding. Responding  
19 Party reserves the right to amend and/or supplement these responses as new information becomes  
20 known.

21 **SPECIAL INTERROGATORY NO. 83:**

22 Please specify in detail, as of the date that Plaintiffs’ Complaint was filed, each actual  
23 condition at the SUBJECT PROPERTY which Plaintiffs contend violates any of the specific  
24 provisions set forth in paragraphs 27-30 of Plaintiffs’ Complaint.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 83:**

26 Objection. This interrogatory contains subparts, and/or a compound, conjunctive questions  
27 spanning multiple factual allegations over multiple paragraphs in the Complaint, which  
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1 themselves have subparts, in violation of Code of Civil Procedure section 2030.060 subdivision  
2 (f), and is therefore impermissibly compound. (*Clement v. Alegre* (2009) 177 Cal. App. 4th 1277,  
3 1291) Further, this interrogatory is vague and overbroad because it spans multiple factual  
4 allegations over multiple paragraphs in the Complaint.

5 **SPECIAL INTERROGATORY NO. 84:**

6 Please specify in detail, as of the date these Special Interrogatories are served, each actual  
7 condition at the SUBJECT PROPERTY which Plaintiffs contend violates any of the specific  
8 provisions set forth in paragraphs 27-30 of Plaintiffs' Complaint.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 84:**

10 Objection. This interrogatory contains subparts, and/or a compound, conjunctive questions  
11 spanning multiple factual allegations over multiple paragraphs in the Complaint, which  
12 themselves have subparts, in violation of Code of Civil Procedure section 2030.060 subdivision  
13 (f), and is therefore impermissibly compound. (*Clement v. Alegre* (2009) 177 Cal. App. 4th 1277,  
14 1291) Further, this interrogatory is vague and overbroad because it spans multiple factual  
15 allegations over multiple paragraphs in the Complaint.

16 **SPECIAL INTERROGATORY NO. 85:**

17 Please LIST each and every DOCUMENT, including but not limited to all photographs,  
18 videos, memoranda, and notes, which depict, as of the date Plaintiffs' Complaint was filed, each  
19 actual condition at the SUBJECT PROPERTY which Plaintiffs contend violates any of the  
20 specific provisions set forth in paragraphs 27-30 of Plaintiffs' Complaint.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 85:**

22 Objection. This interrogatory contains subparts, and/or a compound, conjunctive questions  
23 spanning multiple factual allegations over multiple paragraphs in the Complaint, which  
24 themselves have subparts, in violation of Code of Civil Procedure section 2030.060 subdivision  
25 (f), and is therefore impermissibly compound. (*Clement v. Alegre* (2009) 177 Cal. App. 4th 1277,  
26 1291) Further, this interrogatory is vague and overbroad because it spans multiple factual  
27 allegations over multiple paragraphs in the Complaint.

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1 **SPECIAL INTERROGATORY NO. 86:**

2 Please LIST each and every DOCUMENT, including but not limited to all photographs,  
3 videos, memoranda, and notes, which depict as of the date these Special Interrogatories were  
4 served, each actual condition at the SUBJECT PROPERTY which Plaintiffs contend violates any  
5 of the specific provisions set forth in paragraphs 27-30 of Plaintiffs' Complaint.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 86:**

7 Objection. This interrogatory contains subparts, and/or a compound, conjunctive questions  
8 spanning multiple factual allegations over multiple paragraphs in the Complaint, which  
9 themselves have subparts, in violation of Code of Civil Procedure section 2030.060 subdivision  
10 (f), and is therefore impermissibly compound. (*Clement v. Alegre* (2009) 177 Cal. App. 4th 1277,  
11 1291) Further, this interrogatory is vague and overbroad because it spans multiple factual  
12 allegations over multiple paragraphs in the Complaint.

13 **SPECIAL INTERROGATORY NO. 87:**

14 Please specify in detail, as of the date Plaintiffs' Complaint was filed, each condition  
15 existing at the SUBJECT PROPERTY which Plaintiffs contend poses "an imminent and  
16 substantial danger to life and safety," as stated in paragraph 37 of Plaintiffs' Complaint.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 87:**

18 Objection. This discovery request has, in substance, been previously propounded. (See  
19 Interrogatory Nos. 68-72.) Calls for legal conclusion. The interrogatory seeks premature  
20 disclosure of expert opinion in violation of Code of Civil Procedure sections 2034.210, 2034.220,  
21 and 2034.270. Investigation and discovery are ongoing. Responding Party reserves the right to  
22 amend and/or supplement these responses as new information becomes known.

23 Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

25 The following, without limitation, and either individual or combined, present "an imminent  
26 and substantial danger to life and safety": open trenching with unsecured perimeter fencing; runoff  
27 from construction site into storm water basins; broken windows; flooding on both interior and

1 exterior portions of SUBJECT PROPERTY; attractive nuisance. See also, responses to  
2 Interrogatory Nos. 68-72.

3 **SPECIAL INTERROGATORY NO. 88:**

4 Please LIST each and every DOCUMENT, including but not limited to all photographs,  
5 videos, memoranda, and notes, which depict, as of the date Plaintiffs' Complaint was filed, each  
6 actual condition at the SUBJECT PROPERTY which Plaintiffs contend poses "an imminent and  
7 substantial danger to life and safety," as alleged in paragraph 37 of Plaintiffs' Complaint.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 88:**

9 Objection. This discovery request has, in substance, been previously propounded. (See  
10 Interrogatory Nos. 68-72.) Calls for legal conclusion. The interrogatory seeks premature disclosure  
11 of expert opinion in violation of Code of Civil Procedure sections 2034.210, 2034.220, and  
12 2034.270. Investigation and discovery are ongoing. Responding Party reserves the right to amend  
13 and/or supplement these responses as new information becomes known.

14 Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

16 Administrative notices and citations, which include accompanying photos and documents  
17 responsive to this Interrogatory, and which have already been issued to Defendants and therefore  
18 in their possession, for violations observed on or about the following dates: February 23, 2023;  
19 March 20, 2023; March 27, 2023; March 28, 2023; March 29, 2023; March 30, 2023; April 13,  
20 2023; April 5, 2023; April 6, 2023; April 10, 2023; April 11, 2023; April 12, 2023; April 13,  
21 2023; April 17-19, 2023; April 18, 2023; April 19, 2023; May 1, 2023; May 2, 2023; May 3,  
22 2023; May 8, 2023. Investigation and discovery are ongoing. Responding Party reserves the right  
23 to amend and/or supplement these responses as new information becomes known.

24 **SPECIAL INTERROGATORY NO. 89:**

25 Please LIST each and every DOCUMENT, including but not limited to all photographs,  
26 videos, memoranda, and notes, which depict, as of the date these Special Interrogatories were  
27 served, each actual condition at the SUBJECT PROPERTY which Plaintiffs contend poses "an  
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1 imminent and substantial danger to life and safety,” as alleged in paragraph 37 of Plaintiffs’  
2 Complaint.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 89:**

4       Objection. Calls for legal conclusion. Calls for premature expert opinion. The information  
5 sought in this discovery request is equally available to the propounding party, who has greater  
6 access to the SUBJECT PARTY than Responding Party. (See Code of Civ. Proc., § 2030.220  
7 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

8       Subject to and without waiving the above objections, Responding Party responds as  
9 follows:

10       City staff did not conduct any investigation of the SUBJECT PROPERTY on “the date  
11 these Special Interrogatories were served,” and therefore cannot competently respond to this  
12 Interrogatory, nor have Defendants requested any inspection from the City’s Building & Safety  
13 Division in Investigation since at least January 1, 2024. Responding Party believes the  
14 DOCUMENTS referenced in its response to Interrogatory No. 88 generally represent the  
15 conditions alleged in Paragraph 37 of the Complaint. Investigation and discovery are ongoing.  
16 Responding Party reserves the right to amend and/or supplement these responses as new  
17 information becomes known.

18 **SPECIAL INTERROGATORY NO. 90:**

19       Please state the number of complaints from the public which the CITY received about the  
20 SUBJECT PROPERTY from January 1, 2013 through December 31, 2020.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 90:**

22       Objection. Vague and ambiguous as to phrase “complaints from the public.”

23       Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

25       The City has received eight (8) complaints from the public between the dates of January 1,  
26 2013, through December 31, 2020.

1 **SPECIAL INTERROGATORY NO. 91:**

2 Please LIST each DOCUMENT which references any of the complaints that the CITY  
3 received from the public about the SUBJECT PROPERTY from January 1, 2013 through  
4 December 31, 2020.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 91:**

6 Objection. Vague and ambiguous as to phrase “complaints from the public.”

7 Subject to and without waiving the above objections, Responding Party responds as  
8 follows:

- 9 1. Document #1 - Citizen Request #9239
- 10 2. Document #2 - Citizen Request #16763
- 11 3. Document #3 - Citizen Request #17508
- 12 4. Document #4 - Citizen Request #20189
- 13 5. Document #5 - Citizen Request #24537
- 14 6. Document #6 - Citizen Request #31548
- 15 7. Document #7 - Citizen Request #31727
- 16 8. Document #8 - Citizen Request #42714

17 **SPECIAL INTERROGATORY NO. 92:**

18 Please IDENTIFY each and every person with knowledge of complaints the CITY  
19 received from the public regarding the SUBJECT PROPERTY from January 1, 2013 through  
20 December 31, 2020, including but not limited to the maker of each such complaint and the  
21 recipient thereof.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 92:**

23 Objection. Vague and ambiguous as to phrase “complaints from the public.”

24 Subject to and without waiving the above objections, Responding Party responds as follows:

- 25 1. Document #1:
  - 26 a. Complainant: Jack Hallin
  - 27 b. Assigned Officer: William Stecyk

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- 2. Document #2:
  - a. Complainant: Jack Hallin
  - b. Assigned Officer: Estela Vargas
- 3. Document #3:
  - a. Complainant: Jack Hallin
  - b. Assigned Officer: William Stecyk
- 4. Document #4:
  - a. Complainant: PD Jimenez
  - b. Assigned Officer: William Stecyk
- 5. Document #5:
  - a. Complainant: Gary Sims
  - b. Assigned Officer: William Stecyk
- 6. Document #6:
  - a. Complainant: Jack Hallin
  - b. Assigned Officer: Estela Vargas
- 7. Document #7:
  - a. Complainant: Jack Hallin
  - b. Assigned Officer: Estela Vargas
- 8. Document #8:
  - a. Complainant: Anonymous
  - b. Assigned Officer: Matthew Guerrero

**SPECIAL INTERROGATORY NO. 93:**

Please state the number of complaints the CITY received about the SUBJECT PROPERTY from January 1, 2020 through the date that these Special Interrogatories were served.

**RESPONSE TO SPECIAL INTERROGATORY NO. 93:**

Objection. Vague and ambiguous as to phrase “complaints from the public.”  
Subject to and without waiving the above objections, Responding Party responds as

1 follows:

2 The City received one complaints from the public between the dates of January 1, 2020  
3 through the date that the Special Interrogatories were served.

4 **SPECIAL INTERROGATORY NO. 94:**

5 Please LIST each and every DOCUMENT which references any or all complaints the  
6 CITY received from the public regarding the SUBJECT PROPERTY from January 1, 2021 to the  
7 date these Special Interrogatories were served.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 94:**

9 Objection. Vague and ambiguous as to phrase “complaints from the public.”

10 Subject to and without waiving the above objections, Responding Party responds as  
11 follows:

12 Document #1 – Citizen Request #62120

13 **SPECIAL INTERROGATORY NO. 95:**

14 Please IDENTIFY each and every person with knowledge of complaints the CITY  
15 received from the public regarding the SUBJECT PROPERTY from January 1, 2021 to the date  
16 these Special Interrogatories were served, including but not limited to the maker of each such  
17 complaint and the recipient thereof.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 95:**

19 Objection. Vague and ambiguous as to phrase “complaints from the public.”

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 Document #1:

23 a. Complainant: Mirando Porras

24 b. Assigned Officer: Rey Lozano

25 **SPECIAL INTERROGATORY NO. 96:**

26 Is the real property located at 780 W. GARVEY vacant? [For purposes of these Special  
27 Interrogatories, the real property located at 780 W. Garvey Blvd, Monterey Park, shall be referred

28

1 to as "780 W. GARVEY".]

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 96:**

3           Objection. The information sought in this discovery request is equally available to the  
4 propounding party by contacting the owner of the real property located at 780 W. GARVEY (See  
5 Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968)  
6 259 Cal.App.2d 45.) Further, 780 W. Garvey Ave. property is not the subject of this litigation  
7 making this request irrelevant and too remote from the subject matter of this matter. Further, the  
8 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
9 (Code of Civ. Proc., § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)  
10 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or  
11 amend this response.

12           Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

14           The real property located at 780 W. GARVEY is an undeveloped, vacant parcel, which  
15 Defendants can view and verify from the public right-of-way as easily as Responding Party.

16 **SPECIAL INTERROGATORY NO. 97:**

17           If 780 W. GARVEY is vacant, please state the span of time that said property has been  
18 vacant.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 97:**

20           Objection. The information sought in this discovery request is equally available to the  
21 propounding party by contacting the owner of the real property located at 780 W. GARVEY. (See  
22 Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968)  
23 259 Cal.App.2d 45.) Further, 780 W. Garvey Ave. property is not the subject of this litigation  
24 making this request irrelevant and too remote from the subject matter of this matter. Further, the  
25 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
26 (Code of Civ. Proc., § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)  
27 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or

28

1 amend this response.

2 Subject to and without waiving the above objections, Responding Party responds as  
3 follows:

4 Responding Party does not have sufficient information at this time to competently respond  
5 to this interrogatory. Investigation and discovery are ongoing. Responding Party reserves the right  
6 to supplement and/or amend this response.

7 **SPECIAL INTERROGATORY NO. 98:**

8 Please IDENTIFY each record owner of 780 W. GARVEY with whom the CITY has  
9 communicated from January 1, 2013 through the date these Special Interrogatories were served.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 98:**

11 Objection. Vague and ambiguous as to the phrase “communicated.” Further, 780 W.  
12 Garvey Ave. property is not the subject of this litigation, making this request irrelevant and too  
13 remote from the subject matter of this matter. Further, the information sought is not reasonably  
14 calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010;  
15 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and discovery are  
16 ongoing. Responding Party reserves the right to supplement and/or amend this response.

17 Subject to and without waiving the above objections, and to the best of Responding Party’s  
18 knowledge, Responding Party responds as follows:

- 19 • Progressive Investment 2014 LLC, 2275 Huntington Dr., Unit 199, San Marino, CA 91108  
20 • Acem LLC, 2 N Lake Ave., Ste. 1025, Pasadena, CA 91101 (current owner)

21 **SPECIAL INTERROGATORY NO. 99:**

22 Please LIST each and every DOCUMENT (including but not limited to all written and  
23 electronic correspondence) exchanged between the CITY and the record owners, or any of them,  
24 of 780 W. GARVEY, pertaining to the actual or potential redevelopment of said property, from  
25 January 1, 2013 through the date that these Special Interrogatories were served.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 99:**

27 Objection. Vague and ambiguous as to the phrase “actual or potential redevelopment”.

28

1 Investigation and discovery are ongoing. Further, 780 W. Garvey Ave. property is not the subject  
2 of this litigation making this request irrelevant and too remote from the subject matter of this  
3 matter. Further, the information sought is not reasonably calculated to lead to the discovery of  
4 admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court*  
5 (1968) 263 CA2d 12, 18.) Investigation and discovery are ongoing. Responding Party reserves the  
6 right to supplement and/or amend this response.

7 Subject to and without waiving the above objections, Responding Party responds as  
8 follows:

- 9 1. 780 W. Garvey Sign Approv.pdf
- 10 2. Three duplicate Microsoft Outlook files indicating acceptance of an Outlook calendar  
11 entry regarding a meeting between Ron Bow and the Mayor regarding 780 W. Garvey  
12 Blvd.
- 13 3. Two emails that contain the exact same development status report regarding 770/780  
14 W. Garvey Blvd. from 2019.
- 15 4. Expired application to Planning for commercial building at 770 W. Garvey from 2018.
- 16 5. Development application submitted 2018, and expired 2019.
- 17 6. Monterey Park\_Podium Scheme Design\_231208
- 18 7. Rendering B\_8-1-22.JPG
- 19 8. Rendering A\_8-1-22.JPG
- 20 9. Email Re\_740-780 Garvey Ave Monte\_Renderings\_6-7-22.pdf
- 21 10. 740-780 GARVEY-Conceptual Plan\_6-7-22.pdf
- 22 11. DRB-13-19 780 W Garvey Ave Valero.pdf
- 23 12. DRB-13-19 780 W Garvey Ave.pdf
- 24 13. 780 W Garvey Ave 02-15-18.doc
- 25 14. 780 W Garvey Ave 04-24-18.doc
- 26 15. 780 Garvey\_North West View.pdf
- 27 16. 780 W Garvey Ave 01-31-18.doc

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- 17. DRB-16-28 780 & 740 West Garvey Avenue.doc
- 18. DRB-16-28 780 and 740 West Garvey Avenue.doc
- 19. DRB-16-28 780 West Garvey Avenue.pdf
- 20. 780 W Garvey Avenue (CU-14-02).pdf
- 21. CU-14-02 780 W Garvey Ave 1-27-15.doc
- 22. CU-14-02 780 W Garvey Ave Financial bank building.pdf
- 23. CU-14-02 780 W Garvey Ave.pdf
- 24. CUP-14-02 780 W Garvey Avenue - withdrawl.doc
- 25. CUP-14-02 780 W garvey Avenue.doc
- 26. SP-13-09 780 W Garvey Avenue.pdf
- 27. DRB-13-19 – Signs for Gas Station, DRB Meeting 9/17/13 –
  - a. Agenda -  
<https://ca-montereypark.civicplus.com/AgendaCenter/ViewFile/Item/77?fileID=548>
  - b. Report -  
<https://ca-montereypark.civicplus.com/AgendaCenter/ViewFile/Item/80?fileID=551>
- 28. CUP(or CU)-14-02 – proposed bank & commercial building
  - a. PC Meeting 1/13/15 Agenda -  
<https://www.montereypark.ca.gov/AgendaCenter/ViewFile/Agenda/01132015-868>
  - b. PC Meeting 1/27/15 Agenda -  
<https://www.montereypark.ca.gov/AgendaCenter/ViewFile/Agenda/01272015-887>
  - c. PC Meeting 2/10/15 Agenda -  
<https://www.montereypark.ca.gov/AgendaCenter/ViewFile/Agenda/02102015-901>
- 29. DRB-16-28 – Construction of Commercial Building(s),
  - a. DRB Meeting 12/6/16 Agenda w/Reports -  
<https://www.montereypark.ca.gov/AgendaCenter/ViewFile/Agenda/12062016-1340>
  - b. DRB Meeting 2/7/17 Agenda w/Reports -  
<https://www.montereypark.ca.gov/AgendaCenter/ViewFile/Agenda/02072017-1376>

1 Investigation and discovery are ongoing, including searches in physical, archived boxes for  
2 responsive documents that have not been retained digitally. Responding Party reserves the right to  
3 supplement and/or amend this response.

4 **SPECIAL INTERROGATORY NO. 100:**

5 Please LIST each and every DOCUMENT (including but not limited to all written and  
6 electronic correspondence) exchanged between the CITY and the record owners, or any of them,  
7 of 780 W. GARVEY, pertaining to municipal code violations at 780 W. GARVEY, from January  
8 1, 2013 through the date that these Special Interrogatories were served.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 100:**

10 Objection. Vague and ambiguous as to the phrase “exchanged between the CITY and the  
11 record owners.” Further, 780 W. Garvey Ave. property is not the subject of this litigation, making  
12 this request irrelevant and too remote from the subject matter of this matter. Further, the  
13 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
14 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)  
15 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or  
16 amend this response.

17 Subject to and without waiving the above objections, Responding Party responds, as a  
18 courtesy, as follows:

- 19 1. Document #1: Notice of Violation – 2017
- 20 2. Document #2: Notice of Violation – 2018
- 21 3. Document #3: Notice of Violation – 2018
- 22 4. Document #4: Notice of Violation – 2020
- 23 5. Document #5: Notice of Violation – 2020
- 24 6. Document #6: Notice of Violation – 2022
- 25 7. Document #7: Notice of Violation – 2023
- 26 8. Document #8: Notice of Violation – 2023
- 27 9. Document #9: Notice of Violation – 2023

- 1 10. Document #10: Notice of Administrative Citation – 2017
- 2 11. Document #11: Notice of and Administrative Citation – 2017
- 3 12. Document #12: Notice of Violation – 2024
- 4 13. Document #13: Notice of Administrative Citation – 2013
- 5 14. Document #14: Notice of Administrative Citation – 2013

6 **SPECIAL INTERROGATORY NO. 101:**

7 Please LIST each email, memorandum, letter and written report transmitted to or received  
8 by any CITY official pertaining to the potential redevelopment of 780 W. GARVEY, from  
9 January 1, 2013 through the date that these Special Interrogatories were served.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 101:**

11 Objection. Vague and ambiguous as to the phrases “actual or potential redevelopment” and  
12 “CITY official,” the latter of which has not been defined in these Interrogatories and in practice  
13 “City official” can legally refer to people such as elected officials to anyone acting under the color  
14 of authority of the City, and anything in between. Further, 780 W. Garvey Ave. property is not the  
15 subject of this litigation making this request irrelevant and too remote from the subject matter of  
16 this matter. Further, the information sought is not reasonably calculated to lead to the discovery of  
17 admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court*  
18 (1968) 263 CA2d 12, 18.) Investigation and discovery are ongoing. Responding Party reserves the  
19 right to supplement and/or amend this response.

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

- 22 1. 780 W. Garvey Sign Approv.pdf
- 23 2. Three duplicate Microsoft Outlook files indicating acceptance of an Outlook calendar  
24 entry regarding a meeting between Ron Bow and the Mayor regarding 780 W. Garvey  
25 Blvd.
- 26 3. Two emails that contain the exact same development status report regarding 770/780  
27 W. Garvey Blvd. from 2019.

- 1 4. Expired application to Planning for commercial building at 770 W. Garvey from 2018.
- 2 5. Development application submitted 2018, and expired 2019.
- 3 6. Monterey Park\_Podium Scheme Design\_231208
- 4 7. Rendering B\_8-1-22.JPG
- 5 8. Rendering A\_8-1-22.JPG
- 6 9. Email Re\_740-780 Garvey Ave Monte\_Renderings\_6-7-22.pdf
- 7 10. 740-780 GARVEY-Conceptual Plan\_6-7-22.pdf
- 8 11. DRB-13-19 780 W Garvey Ave Valero.pdf
- 9 12. DRB-13-19 780 W Garvey Ave.pdf
- 10 13. 780 W Garvey Ave 02-15-18.doc
- 11 14. 780 W Garvey Ave 04-24-18.doc
- 12 15. 780 Garvey\_North West View.pdf
- 13 16. 780 W Garvey Ave 01-31-18.doc
- 14 17. DRB-16-28 780 & 740 West Garvey Avenue.doc
- 15 18. DRB-16-28 780 and 740 West Garvey Avenue.doc
- 16 19. DRB-16-28 780 West Garvey Avenue.pdf
- 17 20. 780 W Garvey Avenue (CU-14-02).pdf
- 18 21. CU-14-02 780 W Garvey Ave 1-27-15.doc
- 19 22. CU-14-02 780 W Garvey Ave Financial bank building.pdf
- 20 23. CU-14-02 780 W Garvey Ave.pdf
- 21 24. CUP-14-02 780 W Garvey Avenue - withdrawl.doc
- 22 25. CUP-14-02 780 W garvey Avenue.doc
- 23 26. SP-13-09 780 W Garvey Avenue.pdf
- 24 27. DRB-13-19 – Signs for Gas Station, DRB Meeting 9/17/13 –

25 a. Agenda -

26 <https://ca-montereypark.civicplus.com/AgendaCenter/ViewFile/Item/77?fileID=548>

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- b. Report -  
<https://ca-montereypark.civicplus.com/AgendaCenter/ViewFile/Item/80?fileID=551>
- 28. CUP(or CU)-14-02 – proposed bank & commercial building
  - a. PC Meeting 1/13/15 Agenda -  
<https://www.montereypark.ca.gov/AgendaCenter/ViewFile/Agenda/01132015-868>
  - b. PC Meeting 1/27/15 Agenda -  
<https://www.montereypark.ca.gov/AgendaCenter/ViewFile/Agenda/01272015-887>
  - c. PC Meeting 2/10/15 Agenda -  
<https://www.montereypark.ca.gov/AgendaCenter/ViewFile/Agenda/02102015-901>

- 29. DRB-16-28 – Construction of Commercial Building(s),
  - a. DRB Meeting 12/6/16 Agenda w/Reports -  
<https://www.montereypark.ca.gov/AgendaCenter/ViewFile/Agenda/12062016-1340>
  - b. DRB Meeting 2/7/17 Agenda w/Reports -  
<https://www.montereypark.ca.gov/AgendaCenter/ViewFile/Agenda/02072017-1376>

Investigation and discovery are ongoing, including searches in physical, archived boxes for responsive documents that have not been retained digitally. Responding Party reserves the right to supplement and/or amend this response.

**SPECIAL INTERROGATORY NO. 102:**

Please LIST each and every citation issued by the CITY to the owners of 780 W. GARVEY for violation of the CITY Municipal Code.

**RESPONSE TO SPECIAL INTERROGATORY NO. 102:**

Objection. Irrelevant and too remote from the subject matter of this matter, and the information sought is not reasonably calculated to lead to the discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or amend this response.

Subject to and without waiving the above objections, Responding Party responds as

1 follows:

- 2 1. Document #10: Notice of Administrative Citation – 2017
- 3 2. Document #11: Notice of and Administrative Citation – 2017
- 4 3. Document #13: Notice of Administrative Citation – 2013
- 5 4. Document #14: Notice of Administrative Citation – 2013

6 **SPECIAL INTERROGATORY NO. 103:**

7 Is 780 W. GARVEY presently within a Regional Specialty Center zone?

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 103:**

9 Objection. Further, 780 W. Garvey Ave. property is not the subject of this litigation  
10 making this request irrelevant and too remote from the subject matter of this matter. Further, the  
11 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
12 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

13 Subject to and without waiving the above objections, Responding Party responds as  
14 follows:

15 Yes.

16 **SPECIAL INTERROGATORY NO. 104:**

17 Does 780 W. GARVEY in its present state conform to the requirements of Regional  
18 Specialty Center zoning?

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 104:**

20 Objection. Calls for legal conclusion. Further, 780 W. Garvey Ave. property is not the  
21 subject of this litigation making this request irrelevant and too remote from the subject matter of  
22 this matter. Further, the phrases “current state” and “conform to the requirements” are vague and  
23 ambiguous as presented. Further, the information sought is not reasonably calculated to lead to the  
24 discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v*  
25 *Superior Court* (1968) 263 CA2d 12, 18.) Investigation and discovery are ongoing. Responding  
26 Party reserves the right to supplement and/or amend this response.

27 Subject to and without waiving the above objections, Responding Party responds as  
28

1 follows:

2 Responding Party is not aware of any current zoning violations related to 780 W. Garvey.

3 **SPECIAL INTERROGATORY NO. 105:**

4 If 780 W. GARVEY, in its present state, does not conform to the requirements of Regional  
5 Specialty Center zoning, please state the length of time that 780 W. GARVEY has been out of  
6 compliance with the requirements of said zoning.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 105:**

8 Objection. Calls for legal conclusion. Further, 780 W. Garvey Ave. property is not the  
9 subject of this litigation making this request irrelevant and too remote from the subject matter of  
10 this matter. Further, the phrases “current state” and “conform to the requirements” are vague and  
11 ambiguous as presented. Further, the information sought is not reasonably calculated to lead to the  
12 discovery of admissible evidence. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v*  
13 *Superior Court* (1968) 263 CA2d 12, 18.) Investigation and discovery are ongoing. Responding  
14 Party reserves the right to supplement and/or amend this response.

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

17 Responding Party is not aware of any current zoning violations related to 780 W. Garvey.

18 **SPECIAL INTERROGATORY NO. 106:**

19 In considering whether to retain Dennis Tarango as the CITY’s Building Official in 2021,  
20 please state whether CITY officials were provided with a document from Transtech Engineers,  
21 Inc. stating the following: “Mr. Tarango served as Deputy Building Official, Plans Examiner, and  
22 Senior Building Inspector for various local cities including the City of Diamond Bar, City of  
23 Yorba Linda, and City of Hemet.”

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 106:**

25 Objection. Irrelevant and too remote from the subject matter of this matter, and the  
26 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
27 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

28

1 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or  
2 amend this response.

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

5 An exhibit to the 2021 agreement between the City and Transtech, which was made  
6 available to the City prior to executing any agreement to retain the services of Dennis Tarango,  
7 reads, "Prior to working for Transtech, Mr. Tarango served as Deputy Building Official, Plans  
8 Examiner, and Senior Building Inspector for various local cities including the City of Diamond  
9 Bar, City of Yorba Linda, and City of Hemet."

10 **SPECIAL INTERROGATORY NO. 107:**

11 Did Dennis Tarango serve as Deputy Building Official for the City of Diamond Bar?

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 107:**

13 Objection. Irrelevant and too remote from the subject matter of this matter, and the  
14 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
15 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)  
16 The City does not have sufficient information to competently respond to this Interrogatory.  
17 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or  
18 amend this response.

19 Subject to and without waiving the above objections, Responding Party responds as  
20 follows:

21 Yes.

22 **SPECIAL INTERROGATORY NO. 108:**

23 If Dennis Tarango served as Deputy Building Official for the City of Diamond Bar, please  
24 state the beginning and end dates of such service.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 108:**

26 Objection. Irrelevant and too remote from the subject matter of this matter, and the  
27 information sought is not reasonably calculated to lead to the discovery of admissible evidence.

28

1 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

2 The City does not have sufficient information to competently respond to this Interrogatory.

3 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or  
4 amend this response.

5 Subject to and without waiving the above objections, Responding Party responds as  
6 follows:

7 **2009-2010. More precise dates are not available. SPECIAL INTERROGATORY NO. 109:**

8 Did Dennis Tarango serve as Plans Examiner for the City of Diamond Bar?

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 109:**

10 Objection. Irrelevant and too remote from the subject matter of this matter, and the  
11 information sought is not reasonably calculated to lead to the discovery of admissible evidence.

12 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

13 The City does not have sufficient information to competently respond to this Interrogatory.

14 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or  
15 amend this response.

16 Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

18 Yes.

19 **SPECIAL INTERROGATORY NO. 110:**

20 If Dennis Tarango served as Plans Examiner for the City of Diamond Bar, please state the  
21 beginning and end dates of such service.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 110:**

23 Objection. Irrelevant and too remote from the subject matter of this matter, and the  
24 information sought is not reasonably calculated to lead to the discovery of admissible evidence.

25 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

26 The City does not have sufficient information to competently respond to this Interrogatory.

27 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or  
28

1 amend this response.

2 Subject to and without waiving the above objections, Responding Party responds as  
3 follows:

4 2007-2008. Dennis Tarango has represented to Responding Party that after conducting  
5 diligent inquiry into records and information within his possession or within the possession of his  
6 company Transtech Engineers, Inc., he was unable to ascertain more precise dates than what is  
7 provided here, which are based on the best of his recollection.

8 **SPECIAL INTERROGATORY NO. 111:**

9 Did Dennis Tarango serve as Senior Building Inspector for the City of Diamond Bar?

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 111:**

11 Objection. Irrelevant and too remote from the subject matter of this matter, and the  
12 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
13 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)  
14 The City does not have sufficient information to competently respond to this Interrogatory.  
15 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or  
16 amend this response.

17 Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

19 Yes.

20 **SPECIAL INTERROGATORY NO. 112:**

21 If Dennis Tarango served as Senior Building Inspector for the City of Diamond Bar, please  
22 state the beginning and end dates of such service.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 112:**

24 Objection. Irrelevant and too remote from the subject matter of this matter, and the  
25 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
26 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)  
27 The City does not have sufficient information to competently respond to this Interrogatory.

28

1 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or  
2 amend this response.

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

5 April 1999-2003. Dennis Tarango has represented to Responding Party that after  
6 conducting diligent inquiry into records and information within his possession or within the  
7 possession of his company Transtech Engineers, Inc., he was unable to ascertain more precise  
8 dates than what is provided here, which are based on the best of his recollection.

9 **SPECIAL INTERROGATORY NO. 113:**

10 Did Dennis Tarango serve as Deputy Building Official for the City of Yorba Linda?

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 113:**

12 Objection. Irrelevant and too remote from the subject matter of this matter, and the  
13 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
14 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)  
15 The City does not have sufficient information to competently respond to this Interrogatory.  
16 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or  
17 amend this response.

18 Subject to and without waiving the above objections, Responding Party responds as  
19 follows:

20 No.

21 **SPECIAL INTERROGATORY NO. 114:**

22 If Dennis Tarango served as Deputy Building Official for the City of Yorba Linda, please  
23 state the beginning and end dates of such service.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 114:**

25 Not applicable.

26 **SPECIAL INTERROGATORY NO. 115:**

27 Did Dennis Tarango serve as Plans Examiner for the City of Yorba Linda?  
28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 115:**

2 No. .

3 **SPECIAL INTERROGATORY NO. 116:**

4 If Dennis Tarango served as Plans Examiner for the City of Yorba Linda, please state the  
5 beginning and end dates of such service.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 116:**

7 Not applicable.

8 **SPECIAL INTERROGATORY NO. 117:**

9 Did Dennis Tarango serve as Senior Building Inspector for the City of Yorba Linda?

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 117:**

11 Objection. Irrelevant and too remote from the subject matter of this matter, and the  
12 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
13 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)  
14 The City does not have sufficient information to competently respond to this Interrogatory.  
15 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or  
16 amend this response.

17 Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

19 Yes.

20 **SPECIAL INTERROGATORY NO. 118:**

21 If Dennis Tarango served as Senior Building Inspector for the City of Yorba Linda, please  
22 state the beginning and end dates of such service.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 118:**

24 Objection. Irrelevant and too remote from the subject matter of this matter, and the  
25 information sought is not reasonably calculated to lead to the discovery of admissible evidence.  
26 (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)  
27 The City does not have sufficient information to competently respond to this Interrogatory.

1 Investigation and discovery are ongoing. Responding Party reserves the right to supplement and/or  
2 amend this response.

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

5 2003-2004. Dennis Tarango has represented to Responding Party that after conducting  
6 diligent inquiry into records and information within his possession or within the possession of his  
7 company Transtech Engineers, Inc., he was unable to ascertain more precise dates than what is  
8 provided here, which are based on the best of his recollection.

9  
10 Dated: August 29, 2024

KARL H. BERGER, CITY ATTORNEY  
CITY OF MONTEREY PARK  
BURKE, WILLIAMS & SORENSEN, LLP

11  
12  
13 By:   
14 Timothy E. Campen  
15 Attorneys for Plaintiffs THE PEOPLE OF  
16 THE STATE OF CALIFORNIA and CITY  
17 OF MONTEREY PARK  
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**PROOF OF SERVICE**

**People/Monterey Park v. Robert Chan, et al.  
Case No. 24NNCV00087**

**STATE OF CALIFORNIA, COUNTY OF RIVERSIDE**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Diego, State of California. My business address is 501 W. Broadway, Suite 1600, CA 92101.

On **August 29, 2024**, I served true copies of the following document(s) described as **PLAINTIFF CITY OF MONTEREY PARK'S SECOND SUPPLEMENTAL AND AMENDED RESPONSES AND OBJECTIONS TO DEFENDANTS EDWARD M. CHAN AND HOWARD CHAN'S SPECIAL INTERROGATORIES SET NO. ONE (1)** on the interested parties in this action as follows:

Andrew O. Krastins, Esq.  
**LAW OFFICES OF ANDREW O. KRASTINS**  
400 Oceangate, Suite 800  
Long Beach, CA 90802

**Attorneys for Defendants**  
**EDWARD M. CHAN and HOWARD CHAN**  
  
Tel : 562-833-6667  
Fax : 562-590-0493  
E-mail: [Akrastinslaw@aol.com](mailto:Akrastinslaw@aol.com)

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from e-mail address [tcampen@bwslaw.com](mailto:tcampen@bwslaw.com) to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 29, 2024**, at San Diego, California.

  
\_\_\_\_\_  
Timothy E. Campen

**EVIDENCE ITEM 9**

Exhibit 9

**EVIDENCE ITEM 9**

1 Karl H. Berger (SBN 178458), City Attorney  
CITY OF MONTEREY PARK  
2 E-mail: [kberger@bwslaw.com](mailto:kberger@bwslaw.com)  
Timothy E. Campen (SBN 197941)  
3 E-mail: [tcampen@bwslaw.com](mailto:tcampen@bwslaw.com)  
BURKE, WILLIAMS & SORENSEN, LLP  
4 444 South Flower Street, Suite 2400  
Los Angeles, California 90071-2953  
5 Tel: 213.236.0600 Fax: 213.236.2700

FILING FEE EXEMPT PURSUANT TO  
GOVERNMENT CODE § 6103

6 Attorneys for Plaintiffs THE PEOPLE OF THE  
7 STATE OF CALIFORNIA and CITY OF  
MONTEREY PARK

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES, NORTH CENTRAL DISTRICT

11 THE PEOPLE OF THE STATE OF  
CALIFORNIA, by and through the City  
12 Attorney for the City of Monterey Park; and  
CITY OF MONTEREY PARK, a Municipal  
13 Corporation,

Case No. 24NNCV00087

JFAP: Hon. Ashfaq G. Chowdhury  
Dept. E

14 Plaintiffs,

**PLAINTIFF CITY OF MONTEREY  
PARK'S SUPPLEMENTAL AND  
AMENDED RESPONSES AND  
OBJECTIONS TO DEFENDANTS  
EDWARD M. CHAN, HOWARD CHAN,  
PATRICIA CHAN AND MAN FEI CHAN  
GOLD'S SPECIAL INTERROGATORIES  
SET NO. TWO (2)**

15 v.

16  
17 ROBERT CHAN, an individual;  
ELAINE YEE CHAN, an individual;  
18 EDWARD M. CHAN, an individual;  
PATRICIA YU CHAN, an individual;  
19 MAN FEI CHAN also known as ("AKA")  
MAN FEI GOLD, an individual;  
20 HOWARD M. CHAN, an individual;  
IRENE CHAN AKA IRENE I. HUANG, an  
21 individual;  
22 RAYMOND MAN-SHU CHAN, as Trustee of  
the Chan Family Trust;  
23 CINDY CHUNG CHAN, as Trustee of the  
Chan Family Trust;  
24 SOUTHERN CALIFORNIA EDISON  
COMPANY, a California Corporation;  
25 EQUILON ENTERPRISES LLC, a Delaware  
limited liability company; and  
26 DOES 1 through 50, inclusive,

Action Filed: March 5, 2024  
Trial Date: None Set

27 Defendants.  
28

1 **PROPOUNDING PARTY** : Defendants **EDWARD M. CHAN, HOWARD CHAN,**  
2 **PATRICIA CHAN AND MAN FEI CHAN GOLD**

3 **RESPONDING PARTY** : Plaintiff **CITY OF MONTEREY PARK**

4 **SET NO.** : **TWO (2) - SUPPLEMENTAL AND AMENDED**

5 **TO DEFENDANTS AND THEIR ATTORNEYS OF RECORD:**

6 Pursuant to Code of Civil Procedure section 2031.210, et seq., Plaintiff City of Monterey  
7 Park (“the City” or “Responding Party”) supplements and amends its response to Defendants  
8 (“Defendants” or “Requesting Party”) Special Interrogatories, Set Two, heretofore served upon it  
9 as follows:

10 **PRELIMINARY STATEMENT**

11 It should be noted that the City has not fully completed its investigation of the facts  
12 relating to this case, its discovery in this action, and its preparation for trial. All of the responses  
13 contained herein are based only upon such information and documents which are presently  
14 available to and specifically known to the City based on the knowledge of individuals currently  
15 working for the City, who discloses only those contentions which presently suggest themselves to  
16 such responding party. It is anticipated that further discovery, independent investigation, legal  
17 research and analysis will supply additional facts, add meaning to the known facts, as well as  
18 establish entirely new factual conclusions and legal contentions, all of which may lead to  
19 substantial additions to, changes in and variations from the contentions herein set forth. Similarly,  
20 further discovery and investigation may uncover certain privileged documents falling within the  
21 categories of production sought by Requesting Party. Therefore, the following responses are  
22 given without prejudice to the City’s right to refuse to produce privileged documents later  
23 discovered, and conversely the City’s right to produce subsequently discovered documents.  
24 Additionally, the following responses are given without prejudice to the City’s right to produce  
25 evidence of any subsequently discovered fact, or facts. The City accordingly reserves the right to  
26 change any and all responses herein as additional facts are ascertained, analyses are made, legal  
27 research is completed and contentions are made. The responses contained herein are made in a  
28

1 good faith effort to supply as much factual information and as much specificity of legal  
2 contentions as is presently known but should in no way be to the prejudice of the City in relation  
3 to further discovery, research or analyses and should not be deemed and do not constitute a waiver  
4 of the City's right to rely on additional or different facts or information at trial.

5 **RESPONSES SPECIAL INTERROGATORIES**

6 **SPECIAL INTERROGATORY NO. 116:**

7 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(a), as referenced  
8 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
9 date that the First Amended Complaint was filed. [For purposes of these Special Interrogatories,  
10 "SUBJECT PROPERTY" means the real property at 795 W. Garvey Avenue in the City of  
11 Monterey Park; for purposes of these Special Interrogatories, "DESCRIBE IN DETAIL" means  
12 that responding party is to state the specific condition or object that is alleged to be in violation of  
13 the Municipal Code, the specific location thereof on the SUBJECT PROPERTY or adjacent land,  
14 and the specific Municipal Code section that responding party alleges has been violated.]

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 116:**

16 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
17 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
18 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
19 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further,  
20 Paragraphs 33-38 of the First Amended Complaint in this action (herein after "FAC") lists  
21 pertinent sections of the Monterey Park Municipal Code (hereinafter "MPMC") to provide context  
22 to the FAC as a whole. The fact various MPMC sections and their subsections appear in the FAC  
23 does not necessarily mean the SUBJECT PROPERTY is in violation of that section or each of its  
24 subsections. Further, MPMC section 4.30.050(a) is not itself an enumerated violation, but simply  
25 establishes that a violation of any regulation adopted by the MPMC and incorporated by reference  
26 thereto is deemed an unlawful act and a public nuisance. Accordingly, this interrogatory is  
27 nonsensical on its face.

28 Subject to and without waiving the above objections and clarifications, Responding Party

1 responds as follows:

2 MPMC violations observed at the property include illicit discharge of water runoff from  
3 the SUBJECT PROPERTY into the public right of way and public storm drain system in violation  
4 of MPMC section 6.30.030, for which Defendants have been issued thousands of dollars in  
5 administrative fines that remain unpaid. MPMC Chapter 6.30 effectively enforces State and  
6 Federal stormwater regulations, including, without limitation, NPDES Regulations as codified in  
7 Title 40 of the Code of Federal Regulations. While new sandbags have been placed along the  
8 perimeter of the Property around the Spring of 2024 after the rainy season ended, there has not  
9 been sufficient rain since, including during the time period of this Interrogatory to know if these  
10 efforts have been effective until the rainy season resumes over the next several months. Because  
11 of the long history of illicit discharge of water runoff from the SUBJECT PROPERTY, there is no  
12 basis to conclude this violation has been abated under the circumstances and just because it has not  
13 sufficiently rained over the last 6 months. Completing construction, including, without limitation,  
14 finishing grading, installation of a stormwater capture system, paving the parking lot, etc., would  
15 provide sufficient basis to conclude this violation has been abated.

16 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
17 and/or supplement this response as necessary.

18 **SPECIAL INTERROGATORY NO. 117:**

19 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(a), as referenced  
20 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
21 date that these Special Interrogatories were served.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 117:**

23 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
24 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
25 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
26 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further,  
27 Paragraphs 33-38 of the First Amended Complaint in this action (herein after “FAC”) lists  
28 pertinent sections of the Monterey Park Municipal Code (hereinafter “MPMC”) to provide context

1 to the FAC as a whole. The fact various MPMC sections and their subsections appear in the FAC  
2 does not necessarily mean the SUBJECT PROPERTY is in violation of that section or each of its  
3 subsections. Further, MPMC section 4.30.50(a) is not itself an enumerated violation, but simply  
4 establishes that a violation of any regulation adopted by the MPMC and incorporated by reference  
5 thereto is deemed an unlawful act and a public nuisance. Accordingly, this interrogatory is  
6 nonsensical on its face.

7 Subject to and without waiving the above objections and clarifications, Responding Party  
8 responds as follows:

9 MPMC violations observed at the property include illicit discharge of water runoff from  
10 the PROPERTY into the public storm drain system in violation of MPMC section 6.30.030, for  
11 which Defendants have been issued thousands of dollars in administrative fines that remain  
12 unpaid. MPMC Chapter 6.30 effectively enforces State and Federal stormwater regulations,  
13 including, without limitation, NPDES Regulations as codified in Title 40 of the Code of Federal  
14 Regulations. While new sandbags have been placed along the perimeter of the Property around  
15 the Spring of 2024 after the rainy season ended, there has not been sufficient rain since, including  
16 during the time period of this Interrogatory to know if these efforts have been effective until the  
17 rainy season resumes over the next several months. Because of the long history of illicit discharge  
18 of water runoff from the SUBJECT PROPERTY, there is no basis to conclude this violation has  
19 been abated under the circumstances and just because it has not sufficiently rained over the last 6  
20 months. Completing construction, including, without limitation, finishing grading, installation of  
21 a stormwater capture system, paving the parking lot, etc., would provide sufficient basis to  
22 conclude this violation has been abated.

23 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
24 and/or supplement this response as necessary.

25 **SPECIAL INTERROGATORY NO. 118:**

26 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
27 violation of MPMC section 4.30.50(a), as referenced in paragraph 33 of the First Amended  
28 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended

1 Complaint was filed through the date that these Special Interrogatories were served. [For purposes  
2 of these Special Interrogatories, "LIST", when used in connection with writings, means that the  
3 Responding Party is to state the type, date, author, recipient and description of the DOCUMENT  
4 to which the Special Interrogatory refers.]

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 118:**

6       Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
7 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
8 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
9 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further,  
10 Paragraphs 33-38 of the First Amended Complaint in this action (herein after "FAC") lists  
11 pertinent sections of the Monterey Park Municipal Code (hereinafter "MPMC") to provide context  
12 to the FAC as a whole. The fact various MPMC sections and their subsections appear in the FAC  
13 does not necessarily mean the SUBJECT PROPERTY is in violation of that section or each of its  
14 subsections. Further, MPMC section 4.30.50(a) is not itself an enumerated violation, but simply  
15 establishes that a violation of any regulation adopted by the MPMC and incorporated by reference  
16 thereto is deemed an unlawful act and a public nuisance. Accordingly, this interrogatory is  
17 nonsensical on its face.

18       Subject to and without waiving the above objections and clarifications, Responding Party  
19 responds as follows:

- 20           ○ Notice of Violation issued on March 22, 2023
- 21           ○ Notice of Violation issued on March, 27, 2023
- 22           ○ Notice of Violation issued on March 28, 2023
- 23           ○ Notice of Violation issued on October 4, 2023.

24       Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
25 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
26 2023; April 10, 2023; April 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
27 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
28 May 3, 2023; May 8, 2023; and on May 11, 2023.

1 While these dates may have preceded the time frame of this interrogatory, they still reflect  
2 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
3 referenced.

4 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
5 and/or supplement this response as necessary.

6 **SPECIAL INTERROGATORY NO. 119:**

7 Please IDENTIFY each and every person with knowledge of each and every violation of  
8 MPMC section 4.30.50(a), as referenced in paragraph 33 of the First Amended Complaint,  
9 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
10 through the date that these Special Interrogatories were served. [For purposes of these Special  
11 Interrogatories, “IDENTIFY” means state the name, address and telephone number of the person  
12 whose identity is sought.]

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 119:**

14 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” The  
15 information sought in this discovery request is equally available to the propounding party. (See  
16 Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968)  
17 259 Cal.App.2d 45.) Further, no single individual necessarily has “knowledge of *each and every*  
18 *violation* of MPMC section 4.30.50(a)”, but rather various individuals may be aware of some of  
19 the violations.

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

- 22 ○ Rey Lozano – Senior Code Enforcement Officer (who may be contacted through  
23 counsel).
- 24 ○ Dennis Tarango – Building Official (who may be contacted through counsel).
- 25 ○ Defendant Howard Chan.
- 26 ○ Defendant Edward Chan.

27 All Individual Defendants.

28 Discovery and investigation are ongoing and Responding Party reserves the right to amend

1 and/or supplement this response as necessary.

2 **SPECIAL INTERROGATORY NO. 120:**

3 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50© [sic], as  
4 referenced in paragraph 33 of the First Amended Complaint, existing at the SUBJECT  
5 PROPERTY on the date that the First Amended Complaint was filed.

6 **RESPONSE TO SPECIAL INTERROGATORY NO.120:**

7 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Vague and  
8 ambiguous, and overbroad as to the reference to “MPMC section 4.30.50©” due to the copyright  
9 symbol used. Calls for legal conclusion. Calls for premature expert opinion. The information  
10 sought in this discovery request is equally available to the propounding party. (See Code of Civ.  
11 Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259  
12 Cal.App.2d 45.)

13 Subject to and without waiving the above objections, and assuming this interrogatory is  
14 referring to “MPMC section 450(g),” Responding Party responds as follows:

15 MPMC section 4.30.050(c) establish it be unlawful for “Any building or structure which  
16 ... permitted to remain in a state of partial construction.” The SUBJECT PROPERTY has been in  
17 a state of partial construction with no meaningful progress since at least 2020 and remains so to  
18 this day.

19 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
20 and/or supplement this response as necessary.

21 **SPECIAL INTERROGATORY NO. 121:**

22 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50©, as referenced  
23 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
24 date that these Special Interrogatories were served through the date that Responding Party serves  
25 its Responses.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 121:**

27 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Vague and  
28 ambiguous, and overbroad as to the reference to “MPMC section 4.30.50©” due to the copyright

1 symbol used. Calls for legal conclusion. Calls for premature expert opinion. The information  
2 sought in this discovery request is equally available to the propounding party. (See Code of Civ.  
3 Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259  
4 Cal.App.2d 45.)

5 Subject to and without waiving the above objections, and assuming this interrogatory is  
6 referring to “MPMC section 4.30.50(c),” Responding Party responds as follows:

7 MPMC section 4.30.050(c) establish it be unlawful for “Any building or structure which  
8 ... permitted to remain in a state of partial construction.” The SUBJECT PROPERTY has been in  
9 a state of partial construction with no meaningful progress since at least 2020 and remains so to  
10 this day.

11 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
12 and/or supplement this response as necessary.

13 **SPECIAL INTERROGATORY NO. 122:**

14 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
15 violation of MPMC section 4.30.50(c), as referenced in paragraph 33 of the First Amended  
16 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
17 Complaint was filed through the date that these Special Interrogatories were served.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 122:**

19 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” The  
20 information sought in this discovery request is equally available to the propounding party. (See  
21 Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968)  
22 259 Cal.App.2d 45.) Further, Requesting Party already has all or substantially all such production  
23 from either prior discovery requests or public records act requests.

24 Subject to and without waiving the above objections, and assuming this interrogatory is  
25 referring to “MPMC section 4.30.50(c),” Responding Party responds as follows:

- 26 ○ Notice of Violation issued on March 22, 2023
- 27 ○ Notice of Violation issued on March, 27, 2023
- 28 ○ Notice of Violation issued on March 28, 2023

1           o Notice of Violation issued on October 4, 2023.

2           Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
3 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
4 2023; April 10, 2023; April 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
5 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
6 May 3, 2023; May 8, 2023; and on May 11, 2023.

7           While these dates may have preceded the time frame of this interrogatory, they still reflect  
8 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
9 referenced.

10           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 123:**

13           Please IDENTIFY each and every person with knowledge of each and every violation of  
14 MPMC section 4.30.50(c) as referenced in paragraph 33 of the First Amended Complaint, existing  
15 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed from the  
16 date that these Special Interrogatories were served through the date that Responding Party serves  
17 its Responses.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 123:**

19           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
20 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
21 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
22 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the  
23 SUBJECT PROPERTY being in violation of MPMC section 4.30.50(c) for remaining in a state of  
24 unfinished construction without meaningful progress since at least 2020 is an ongoing violation  
25 the remains to this day, meaning anyone who lives, works or who has otherwise spent any  
26 appreciable amount to time in Monterey Park has knowledge of this violation.

27           Subject to and without waiving the above objections, Responding Party responds as  
28 follows:



1 MPMC 4.30.050(g) – Graffiti Private Property - Any building or structure, wall,  
2 fence, pavement, or walkway upon which any graffiti, including paint, ink, chalk, dye, or other  
3 similar marking substances, is not allowed to remain for more than twenty-four consecutive hours.  
4 The photographs contained in the notice of violation show the SUBJECT PROPERTY with  
5 graffiti including paint, ink, chalk, dye, or other similar marking substances.

6 Responding Party is not aware of any graffiti in violation of MPMC section 4.30.050(g) at  
7 the SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
8 have sufficient knowledge or information to definitively affirm there is or has been no such graffiti  
9 at any point during the time period specified in this interrogatory.

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 125:**

13 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(g), as referenced  
14 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY from the  
15 date that these Special Interrogatories were served through the date that Responding Party serves  
16 its Responses.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 125:**

18 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
19 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
20 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
21 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

22 Subject to and without waiving the above objections, Responding Party responds as  
23 follows:

24 **Notice of Violation issued on March 22, 2023**

25 MPMC section 4.30.050(g) – Graffiti Private Property - Any building or structure, wall,  
26 fence, pavement, or walkway upon which any graffiti, including paint, ink, chalk, dye, or other  
27 similar marking substances, is not allowed to remain for more than twenty-four consecutive hours.  
28 The photographs contained in the notice of violation show the SUBJECT PROPERTY with

1 graffiti including paint, ink, chalk, dye, or other similar marking substances.

2 Responding Party is not aware of any graffiti in violation of MPMC section 4.30.050(g) at  
3 the SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
4 have sufficient knowledge or information to definitively affirm there is or has been no such graffiti  
5 at any point during the time period specified in this interrogatory.

6 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
7 and/or supplement this response as necessary.

8 **SPECIAL INTERROGATORY NO. 126:**

9 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
10 violation of MPMC section 4.30.50(g), as referenced in paragraph 33 of the First Amended  
11 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
12 Complaint was filed through the date that these Special Interrogatories were served.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 126:**

14 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
15 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
16 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
17 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

18 Subject to and without waiving the above objections, Responding Party responds as  
19 follows:

20 Notice of Violation issued on March 22, 2023, which contains photographs.

21 Responding Party is not aware of any graffiti in violation of MPMC section 4.30.050(g) at  
22 the SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
23 have sufficient knowledge or information to definitively affirm there is or has been no such graffiti  
24 at any point during the time period specified in this interrogatory. As such, Responding Party  
25 does not have any documentation at this time responsive to this interrogatory.

26 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
27 and/or supplement this response as necessary.

28

1 **SPECIAL INTERROGATORY NO. 127:**

2 Please IDENTIFY each and every person with knowledge of each and every violation of  
3 MPMC section 4.30.50(g), as referenced in paragraph 33 of the First Amended Complaint,  
4 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
5 through the date that these Special Interrogatories were served.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 127:**

7 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
8 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
9 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
10 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

11 Subject to and without waiving the above objections, Responding Party responds as  
12 follows:

- 13 ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
14 may be contacted through counsel)

15 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
16 and/or supplement this response as necessary.

17 **SPECIAL INTERROGATORY NO. 128:**

18 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(h), as referenced  
19 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
20 date that the First Amended Complaint was filed.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 128:**

22 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
23 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
24 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
25 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

26 Subject to and without waiving the above objections, Responding Party responds as follows:

27 **Notice of Violation issued on March 22, 2023**

28 MPMC 4.30.050(h) – Wall, Fence, Gate or Hedge (Damaged, Dilapidated or

1 Hazard) - Any wall, fence, gate or hedge that is damaged, broken, dilapidated or a hazard. The  
2 photographs contained in the notice of violation shows the SUBJECT PROPERTY with fencing  
3 that is damaged, broken, dilapidated and quite potentially hazardous.

4 Responding Party is not aware of any wall, fence, gate, or hedge that is or was damaged,  
5 broken, dilapidated or a hazard or maintained in violation of MPMC section 4.30.050(g) at the  
6 SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
7 have sufficient knowledge or information to definitively affirm there is or has been no such  
8 violation at any point during the time period specified in this interrogatory.

9 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
10 and/or supplement this response as necessary.

11 **SPECIAL INTERROGATORY NO. 129:**

12 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(h), as referenced  
13 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
14 date that these Special Interrogatories were served.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 129:**

16 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
17 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
18 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
19 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 **Notice of Violation issued on March 22, 2023**

23 MPMC 4.30.050(h) – Wall, Fence, Gate or Hedge (Damaged, Dilapidated or  
24 Hazard) - Any wall, fence, gate or hedge that is damaged, broken, dilapidated or a hazard. The  
25 photographs contained in the notice of violation shows the SUBJECT PROPERTY with fencing  
26 that is damaged, broken, dilapidated and quite potentially hazardous.

27 Responding Party is not aware of any wall, fence, gate, or hedge that is or was damaged,  
28 broken, dilapidated or a hazard or maintained in violation of MPMC section 4.30.050(g) at the

1 SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
2 have sufficient knowledge or information to definitively affirm there is or has been no such  
3 violation at any point during the time period specified in this interrogatory.

4 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
5 and/or supplement this response as necessary.

6 **SPECIAL INTERROGATORY NO. 130:**

7 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
8 violation of MPMC section 4.30.50(h), as referenced in paragraph 33 of the First Amended  
9 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
10 Complaint was filed through the date that these Special Interrogatories were served.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 130:**

12 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
13 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
14 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
15 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

16 Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

- 18 ○ Notice of Violation issued on March 22, 2023.

19 Responding Party is not aware of any wall, fence, gate, or hedge that is or was damaged,  
20 broken, dilapidated or a hazard or maintained in violation of MPMC section 4.30.050(g) at the  
21 SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
22 have sufficient knowledge or information to definitively affirm there is or has been no such  
23 violation at any point during the time period specified in this interrogatory.

24 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
25 and/or supplement this response as necessary.

26 **SPECIAL INTERROGATORY NO. 131:**

27 Please IDENTIFY each and every person with knowledge of each and every violation of  
28 MPMC section 4.30.50(h), as referenced in paragraph 33 of the First Amended Complaint,

1 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
2 through the date that these Special Interrogatories were served.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 131:**

4 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
5 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
6 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
7 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

8 Subject to and without waiving the above objections, Responding Party responds as  
9 follows:

- 10 ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
11 may be contacted through counsel) regarding the violation documented on or about  
12 March 22, 2023.

13 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
14 and/or supplement this response as necessary.

15 **SPECIAL INTERROGATORY NO. 132:**

16 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(h), as referenced  
17 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
18 date that the First Amended Complaint was filed.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 132:**

20 Objection. This interrogatory is a repeat verbatim of Special Interrogatory No. 128 above,  
21 and to which Responding party has already responded.

22 **SPECIAL INTERROGATORY NO. 133:**

23 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(h), as referenced  
24 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
25 date that these Special Interrogatories were served.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 133:**

27 Objection. This interrogatory is a repeat verbatim of Special Interrogatory No. 129 above,  
28 and to which Responding party has already responded.

1 **SPECIAL INTERROGATORY NO. 134:**

2 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
3 violation of MPMC section 4.30.50(h), as referenced in paragraph 33 of the First Amended  
4 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
5 Complaint was filed through the date that these Special Interrogatories were served.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 134:**

7 Objection. This interrogatory is a repeat verbatim of Special Interrogatory No. 130 above,  
8 and to which Responding party has already responded.

9 **SPECIAL INTERROGATORY NO. 135:**

10 Please IDENTIFY each and every person with knowledge of each and every violation of  
11 MPMC section 4.30.50(h), as referenced in paragraph 33 of the First Amended Complaint,  
12 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
13 through the date that these Special Interrogatories were served.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 135:**

15 Objection. This interrogatory is a repeat verbatim of Special Interrogatory No. 131 above,  
16 and to which Responding party has already responded.

17 **SPECIAL INTERROGATORY NO. 136:**

18 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(j), as referenced  
19 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
20 date that the First Amended Complaint was filed.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 136:**

22 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
23 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
24 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
25 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

26 Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

28 - Notice of Violation issued on October 4, 2023.

1 MPMC 4.30.050(j) – Overgrown vegetation - Any overgrown, dead, decayed,  
2 diseased or hazardous tree, weeds, vegetation, or debris which: (1) May harbor rats vermin, or  
3 other disease carriers, (2) Is maintained so as to cause an obstruction to the vision of motorists or a  
4 hazardous condition to pedestrians or vehicle traffic, (3) Constitutes an unsightly appearance, (4)  
5 Creates a danger or attractive nuisance to the public, (5) Causes detriment to neighboring  
6 properties or property values, or (6) Constitutes a fire hazard. The photographs contained in the  
7 notice of violation shows the SUBJECT PROPERTY with overgrown vegetation.

8 While the date of this notice may have preceded the time frame of this interrogatory, it still  
9 reflect conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
10 referenced. The property continues to have overgrown, dead, decayed weeds, vegetation, and  
11 debris which: (3) Constitutes an unsightly appearance, (4) Creates a danger or attractive nuisance  
12 to the public, (5) Causes detriment to neighboring properties or property values, and/or (6)  
13 Constitutes a fire hazard, particularly in the undeveloped parking lot area of the SUBJECT  
14 PROPERTY.

15 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
16 and/or supplement this response as necessary.

17 **SPECIAL INTERROGATORY NO. 137**

18 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(j), as referenced  
19 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
20 date that these Special Interrogatories were served.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 137:**

22 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
23 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
24 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
25 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

26 Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

28 **Notice of Violation issued on October 4, 2023**

1 MPMC 4.30.050(j) – Overgrown vegetation - Any overgrown, dead, decayed,  
2 diseased or hazardous tree, weeds, vegetation, or debris which: (1) May harbor rats vermin, or  
3 other disease carriers, (2) Is maintained so as to cause an obstruction to the vision of motorists or a  
4 hazardous condition to pedestrians or vehicle traffic, (3) Constitutes an unsightly appearance, (4)  
5 Creates a danger or attractive nuisance to the public, (5) Causes detriment to neighboring  
6 properties or property values, or (6) Constitutes a fire hazard. The photographs contained in the  
7 notice of violation shows the SUBJECT PROPERTY with overgrown vegetation.

8 While the date of this notice may have preceded the time frame of this interrogatory, it still  
9 reflect conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
10 referenced. The property continues to have overgrown, dead, decayed weeds, vegetation, and  
11 debris which: (3) Constitutes an unsightly appearance, (4) Creates a danger or attractive nuisance  
12 to the public, (5) Causes detriment to neighboring properties or property values, and/or (6)  
13 Constitutes a fire hazard, particularly in the undeveloped parking lot area of the SUBJECT  
14 PROPERTY.

15 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
16 and/or supplement this response as necessary.

17 **SPECIAL INTERROGATORY NO. 138:**

18 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
19 violation of MPMC section 4.30.50(j), as referenced in paragraph 33 of the First Amended  
20 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
21 Complaint was filed through the date that Responding Party serves its Responses.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 138:**

23 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
24 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
25 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
26 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

27 Subject to and without waiving the above objections, Responding Party responds as  
28 follows:

- 1           ○ Notice of Violation issued on October 4, 2023
- 2           ○ Photos taken of property on or about September 5, 2024.

3           While these dates may have preceded the time frame of this interrogatory, they still reflect  
4 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
5 referenced.

6           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
7 and/or supplement this response as necessary.

8 **SPECIAL INTERROGATORY NO. 139:**

9           Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing in  
10 violation of MPMC section 4.30.50(j)(4), as referenced in paragraph 33 of the First Amended  
11 Complaint, which “[c]reates a danger or attractive nuisance to the public,” as of the date that these  
12 Special Interrogatories were served through the date that Responding Party serves its Responses  
13 thereto.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 139:**

15           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
16 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
17 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
18 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

19           Subject to and without waiving the above objections, Responding Party responds as  
20 follows:

21           The SUBJECT PROPERTY state of being effectively abandoned due to the lack of any  
22 sustained or meaningful construction activities for years in combination with the dead, decaying  
23 weeds and vegetation and other conditions creates an attractive nuisance. The open trenches on the  
24 Subject Property are danger to anyone who enters upon the property as a result of it being an  
25 attractive nuisance. The piles of junk and debris left on the interior of the structure on the  
26 SUBJECT PROPERTY creates danger to anyone who enters the structure as a result of it being an  
27 attractive nuisance.

28           Discovery and investigation are ongoing and Responding Party reserves the right to amend

1 and/or supplement this response as necessary.

2 **SPECIAL INTERROGATORY NO. 140:**

3 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing in  
4 violation of MPMC section 4.30.50(j)(5), as referenced in paragraph 33 of the First Amended  
5 Complaint, which “causes detriment to” the undeveloped vacant real property or the value of the  
6 undeveloped vacant real property at 780 W. Garvey Avenue in the City of Monterey Park, present  
7 at the SUBJECT PROPERTY from the date that these Special Interrogatories were served through  
8 the date that Responding Party serves its Responses thereto.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 140:**

10 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
11 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
12 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
13 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

14 Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

16 The condition of the SUBJECT PROPERTY located at 795 W. Garvey Avenue,  
17 specifically, the blight occurring on the property from the overgrown vegetation, and also in  
18 combination with the other conditions in violation of the MPMC amounts to blight, which, by  
19 definition, has a negative impact on the surrounding community generally. Responding Party  
20 lacks direct knowledge of the extent to which the condition of the SUBJECT PROPERTY has  
21 negatively impacted property located at 780 W. Garvey Avenue or any other particular property in  
22 the vicinity to competently respond to this interrogatory as stated.

23 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
24 and/or supplement this response as necessary.

25 **SPECIAL INTERROGATORY NO. 141:**

26 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing in  
27 violation of MPMC section 4.30.50(j)(5), as referenced in paragraph 33 of the First Amended  
28 Complaint, which “causes detriment to” the undeveloped vacant real property or to the value of

1 the undeveloped vacant real property at 800 W. Garvey Avenue in the City of Monterey Park,  
2 present at the SUBJECT PROPERTY from the date that these Special Interrogatories were served  
3 through the date that Responding Party serves its Responses thereto.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 141:**

5       Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
6 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
7 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
8 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

9       Subject to and without waiving the above objections, Responding Party responds as  
10 follows:

11       The condition of the SUBJECT PROPERTY located at 795 W. Garvey Avenue,  
12 specifically, the blight occurring on the property from the overgrown vegetation, and also in  
13 combination with the other conditions in violation of the MPMC amounts to blight, which, by  
14 definition, has a negative impact on the surrounding community generally. Responding Party  
15 lacks direct knowledge of the extent to which the condition of the SUBJECT PROPERTY has  
16 negatively impacted property located at 800 W. Garvey Avenue or any other particular property in  
17 the vicinity to competently respond to this interrogatory as stated.

18       Discovery and investigation are ongoing and Responding Party reserves the right to amend  
19 and/or supplement this response as necessary.

20 **SPECIAL INTERROGATORY NO. 142:**

21       Please DESCRIBE IN DETAIL each condition existing at the SUBJECT PROPERTY in  
22 violation of MPMC section 4.30.50(j)(5), as referenced in paragraph 33 of the First Amended  
23 Complaint, which “causes detriment to” the undeveloped vacant real property or the value of the  
24 undeveloped vacant real property at 220 N. Atlantic Avenue in the City of Monterey Park, present  
25 at the SUBJECT PROPERTY from the date that these Special Interrogatories were served through  
26 the date that Responding Party serves its Responses thereto.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 142:**

28       Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for

1 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
2 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
3 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 The condition of the SUBJECT PROPERTY located at 795 W. Garvey Avenue,  
7 specifically, the blight occurring on the property from the overgrown vegetation, and also in  
8 combination with the other conditions in violation of the MPMC amounts to blight, which, by  
9 definition, has a negative impact on the surrounding community *generally*. Responding Party  
10 lacks direct knowledge of the extent to which the condition of the SUBJECT PROPERTY has  
11 negatively impacted property located at 220 N. Atlantic Avenue or any other particular property in  
12 the vicinity to competently respond to this interrogatory as stated.

13 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
14 and/or supplement this response as necessary.

15 **SPECIAL INTERROGATORY NO. 143:**

16 From January 1, 2019 through the date that these Special Interrogatories were served, has  
17 the City of Monterey Park received any oral communication from any NEIGHBORING  
18 PROPERTY owner stating that the SUBJECT PROPERTY, or the condition thereof, causes a  
19 detriment to the value of a NEIGHBORING PROPERTY or the value thereof? [For purposes of  
20 these Special Interrogatories, “NEIGHBORING PROPERTY” means the real properties at 220 N.  
21 Atlantic Avenue, 111 N. Atlantic Avenue, 780 W. Garvey Avenue and 800 W. Garvey Avenue in  
22 the City of Monterey Park, or any of them.]

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 143:**

24 No.

25 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
26 and/or supplement this response as necessary.

27 **SPECIAL INTERROGATORY NO. 144:**

28 From January 1, 2019 through the date that these Special Interrogatories were served, has

1 the City of Monterey Park received any written communication from any NEIGHBORING  
2 PROPERTY owner stating that the SUBJECT PROPERTY, or the condition thereof, causes a  
3 detriment to said to the value of a NEIGHBORING PROPERTY or value thereof?

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 144:**

5 No.

6 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
7 and/or supplement this response as necessary.

8 **SPECIAL INTERROGATORY NO. 145:**

9 Please LIST each DOCUMENT memorializing each and every oral communication  
10 received by the City of Monterey Park stating that the SUBJECT PROPERTY causes a detriment  
11 to the value of a NEIGHBORING PROPERTY.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 145:**

13 Responding Party does not possess any DOCUMENT responsive to this interrogatory as  
14 stated.

15 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
16 and/or supplement this response as necessary.

17 **SPECIAL INTERROGATORY NO. 146:**

18 Please LIST each DOCUMENT relating to each and every written communication  
19 received by the City of Monterey Park stating that the SUBJECT PROPERTY causes a detriment  
20 to the value of a NEIGHBORING PROPERTY, including the written communications  
21 themselves, from January 1, 2019, through the date that these Special Interrogatories were served.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 146:**

23 Responding Party does not possess any DOCUMENT responsive to this interrogatory as  
24 stated.

25 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
26 and/or supplement this response as necessary.

27 **SPECIAL INTERROGATORY NO. 147:**

28 Please explain with specificity how any condition present at the SUBJECT PROPERTY

1 from January 1, 2021 through the date that Responding Party serves its Responses, in violation of  
2 MPMC section 4.30.50(j)(5), “causes detriment to” any NEIGHBORING PROPERTY, including  
3 but not limited to impairment of the value of each such NEIGHBORING PROPERTY.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 147:**

5       Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
6 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
7 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
8 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

9       Subject to and without waiving the above objections, Responding Party responds as  
10 follows:

11       The condition of the SUBJECT PROPERTY amounts to blight from the overgrown  
12 vegetation, and also in combination with the other conditions in violation of the MPMC amounts  
13 to blight, which, by definition, has a negative impact on the surrounding community *generally*.  
14 Responding Party is unaware of any specific information or data concerning the extent to which  
15 the condition of the SUBJECT PROPERTY has had adverse effects on real properties located at  
16 220 N. Atlantic Avenue, 111 N. Atlantic Avenue, 780 W. Garvey Avenue and 800 W. Garvey  
17 Avenue in the City of Monterey Park as phrased in this interrogatory.

18       Discovery and investigation are ongoing and Responding Party reserves the right to amend  
19 and/or supplement this response as necessary.

20 **SPECIAL INTERROGATORY NO. 148:**

21       From January 1, 2021 through the date that these Special Interrogatories were served, has  
22 the City of Monterey Park received any communication from any member of the public (excluding  
23 employees, contractors, or officials of the City of Monterey Park) expressing concern that the  
24 SUBJECT PROPERTY impaired the value of real properties within the City of Monterey Park?

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 148:**

26       No.

27       Discovery and investigation are ongoing and Responding Party reserves the right to amend  
28 and/or supplement this response as necessary.

1 **SPECIAL INTERROGATORY NO. 149:**

2 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(k), as referenced  
3 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
4 date that the First Amended Complaint was filed.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 149:**

6 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
7 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
8 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
9 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact  
10 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
11 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
12 for context and continuity.

13 Subject to and without waiving the above objections, Responding Party responds as  
14 follows:

15 All exterior surfaces of the SUBJECT PROPERTY remain in a state of unfinished  
16 construction of just dirt, piles of dirt, weeds, trash, litter and debris.

17 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
18 and/or supplement this response as necessary.

19 **SPECIAL INTERROGATORY NO. 150:**

20 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(k), as referenced  
21 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY from the  
22 date that these Special Interrogatories were served through the date that Responding Party serves  
23 its Responses.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 150:**

25 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
26 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
27 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
28 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact

1 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
2 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
3 for context and continuity.

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 All exterior surfaces of the SUBJECT PROPERTY remain in a state of unfinished  
7 construction of just dirt, piles of dirt, weeds, trash, litter and debris.

8 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
9 and/or supplement this response as necessary.

10 **SPECIAL INTERROGATORY NO. 151:**

11 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
12 violation of MPMC section 4.30.50(k), as referenced in paragraph 33 of the First Amended  
13 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
14 Complaint was filed through the date that Responding Party serves its Responses to these Special  
15 Interrogatories.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 151:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

21 Subject to and without waiving the above objections, Responding Party responds as  
22 follows:

- 23 ○ Photographs of SUBJECT PROPERTY September 4, 2024.
- 24 ○ Photographs of SUBJECT PROPERTY December 3, 2024.
- 25 ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.

26 While these dates may have preceded the time frame of this interrogatory, they still reflect  
27 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
28 referenced.

1 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
2 and/or supplement this response as necessary.

3 **SPECIAL INTERROGATORY NO. 152:**

4 Please IDENTIFY each and every person with knowledge of each and every violation of  
5 MPMC section 4.30.50(k), as referenced in paragraph 33 of the First Amended Complaint,  
6 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
7 through the date that Responding Party serves its Responses to these Special Interrogatories.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 152:**

9 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
10 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
11 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
12 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

13 Subject to and without waiving the above objections, Responding Party responds as  
14 follows:

- 15 ○ Rey Lozano – Senior Code Enforcement Officer (who may be contacted through  
16 counsel).
- 17 ○ Defendant Howard Chan.
- 18 ○ Defendant Edward Chan.
- 19 ○ Most residents of the City of Monterey Park (specific identities unknown)

20 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
21 and/or supplement this response as necessary.

22 **SPECIAL INTERROGATORY NO. 153:**

23 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(l), as referenced  
24 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the  
25 date that the First Amended Complaint was filed.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 153:**

27 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
28 legal conclusion. Calls for premature expert opinion. The information sought in this discovery

1 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
2 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

5 Defendants were served with a notice of violations on March 22, 2023, which included a  
6 violation of MPMC section 4.30.050(l). The photos attached to the clearly show an accumulation  
7 of litter, trash, junk and debris on the SUBJECT PROPERTY. Additionally, the photos attached to  
8 the notices of violations issued to Defendants on March, 27, 2023; March 28, 2023; and October  
9 4, 2023, show that these conditions were not mitigated. Responding Party contends that photos  
10 photos represent the general state of the SUBJECT PROPERTY during the time frame stated in  
11 this interrogatory, and that such conditions ebb and flow with various amounts of accumulation of  
12 litter, trash, junk and debris depending on the various circumstances, and at least in substantial  
13 part due it being a vacant property in a state of incomplete construction with no meaningful  
14 progress made since 2020.

15 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
16 and/or supplement this response as necessary.

17 **SPECIAL INTERROGATORY NO. 154:**

18 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.50(l), as referenced  
19 in paragraph 33 of the First Amended Complaint, existing at the SUBJECT PROPERTY from the  
20 date that these Special Interrogatories were served through the date that Responding Party serves  
21 its Responses.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 154:**

23 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
24 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
25 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
26 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

27 Subject to and without waiving the above objections, Responding Party responds as  
28 follows:

1 Defendants were served with a notice of violations on March 22, 2023, which included a  
2 violation of MPMC section 4.30.050(1). The photos attached to the clearly show an accumulation  
3 of litter, trash, junk and debris on the SUBJECT PROPERTY. Additionally, the photos attached to  
4 the notices of violations issued to Defendants on March, 27, 2023; March 28, 2023; and October  
5 4, 2023, show that these conditions were not mitigated. Responding Party contends that photos  
6 represent the general state of the SUBJECT PROPERTY during the time frame stated in this  
7 interrogatory, and that such conditions ebb and flow with various amounts of accumulation of  
8 litter, trash, junk and debris depending on the various circumstances, and at least in substantial  
9 part due it being a vacant property in a state of incomplete construction with no meaningful  
10 progress made since 2020..

11 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
12 and/or supplement this response as necessary.

13 **SPECIAL INTERROGATORY NO. 155:**

14 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
15 violation of MPMC section 4.30.50(1), as referenced in paragraph 33 of the First Amended  
16 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
17 Complaint was filed through the date that Responding Party serves its Responses.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 155:**

19 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
20 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
21 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
22 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

23 Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

- 25 ○ Notice of Violation issued on March 22, 2023
- 26 ○ Notice of Violation issued on March 27, 2023
- 27 ○ Notice of Violation issued on March 28, 2023
- 28 ○ Notice of Violation issued on October 4, 2023

1           ○ Photos taken on or about September 4, 2024

2           While these dates may have preceded the time frame of this interrogatory, they still reflect  
3 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
4 referenced.

5           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
6 and/or supplement this response as necessary.

7 **SPECIAL INTERROGATORY NO. 156:**

8           Please IDENTIFY each and every person with knowledge of each and every violation of  
9 MPMC section 4.30.50(I), as referenced in paragraph 33 of the First Amended Complaint, existing  
10 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through  
11 the date that these Special Interrogatories were served.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 156:**

13           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
14 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
15 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
16 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

17           Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

- 19           ○ Rey Lozano – Senior Code Enforcement Officer (who may be contacted through  
20           counsel).
- 21           ○ Defendant Howard Chan.
- 22           ○ Defendant Edward Chan.
- 23           ○ Most residents of the City of Monterey Park (specific identities unknown)

24           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
25 and/or supplement this response as necessary.

26 **SPECIAL INTERROGATORY NO. 157:**

27           Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.050(h), as  
28 referenced in paragraph 34 of the First Amended Complaint, existing at the SUBJECT

1 PROPERTY on the date that the First Amended Complaint was filed.

2 **RESPONSE TO SPECIAL INTERROGATORY NO.157:**

3 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
4 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
5 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
6 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

7 Subject to and without waiving the above objections, Responding Party responds as  
8 follows:

9 **Notice of Violation issued on March 22, 2023**

10 MPMC 4.30.050(h) – Wall, Fence, Gate or Hedge (Damaged, Dilapidated or  
11 Hazard) - Any wall, fence, gate or hedge that is damaged, broken, dilapidated or a hazard. The  
12 photographs contained in the notice of violation shows the SUBJECT PROPERTY with fencing  
13 that is damaged, broken, dilapidated and quite potentially hazardous.

14 Responding Party is not aware of any wall, fence, gate, or hedge that is or was damaged,  
15 broken, dilapidated or a hazard or maintained in violation of MPMC section 4.30.050(g) at the  
16 SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
17 have sufficient knowledge or information to definitively affirm there is or has been no such  
18 violation at any point during the time period specified in this interrogatory.

19 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
20 and/or supplement this response as necessary.

21 **SPECIAL INTERROGATORY NO. 158:**

22 Please DESCRIBE IN DETAIL each violation of MPMC section 4.30.050(h), as  
23 referenced in paragraph 34 of the First Amended Complaint, existing at the SUBJECT  
24 PROPERTY through the date that Responding Party serves its Responses.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 158:**

26 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
27 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
28 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.

1 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

2 Subject to and without waiving the above objections, Responding Party responds as  
3 follows:

4 **Notice of Violation issued on March 22, 2023**

5 MPMC 4.30.050(h) – Wall, Fence, Gate or Hedge (Damaged, Dilapidated or  
6 Hazard) - Any wall, fence, gate or hedge that is damaged, broken, dilapidated or a hazard. The  
7 photographs contained in the notice of violation shows the SUBJECT PROPERTY with fencing  
8 that is damaged, broken, dilapidated and quite potentially hazardous.

9 Responding Party is not aware of any wall, fence, gate, or hedge that is or was damaged,  
10 broken, dilapidated or a hazard or maintained in violation of MPMC section 4.30.050(g) at the  
11 SUBJECT PROPERTY during the time period specified in this interrogatory, but also does not  
12 have sufficient knowledge or information to definitively affirm there is or has been no such  
13 violation at any point during the time period specified in this interrogatory.

14 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
15 and/or supplement this response as necessary.

16 **SPECIAL INTERROGATORY NO. 159:**

17 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
18 violation of MPMC section 4.30.050(h), as referenced in paragraph 34 of the First Amended  
19 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
20 Complaint was filed through the date that Responding Party serves its Responses to these Special  
21 Interrogatories.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 159:**

23 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
24 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
25 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
26 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

27 Subject to and without waiving the above objections, Responding Party responds as  
28 follows:

- 1           ○ Notice of Violation issued on March 22, 2023.
- 2           ○ Photos of SUBJECT PROPERTY taken on or about September 4, 2024.

3           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
4 and/or supplement this response as necessary.

5 **SPECIAL INTERROGATORY NO. 160:**

6           Please IDENTIFY each and every person with knowledge of each and every violation of  
7 MPMC section 4.30.050(h), as referenced in paragraph 34 of the First Amended Complaint,  
8 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
9 through the date that Responding Party serves its Responses to these Special Interrogatories.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 160:**

11           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
12 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
13 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
14 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

15           Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

- 17           ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
18           may be contacted through counsel).
- 19           ○ Defendant Howard Chan.
- 20           ○ Defendant Edward Chan.

21           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
22 and/or supplement this response as necessary.

23 **SPECIAL INTERROGATORY NO. 161:**

24           Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.050(f)(1), as  
25 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
26 PROPERTY on the date that the First Amended Complaint was filed.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 161:**

28           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for

1 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
2 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
3 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
7 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
8 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
9 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
10 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
11 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
12 and illicit discharge from the SUBJECT PROPERTY.

13 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
14 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
15 these efforts are sufficient to avoid further runoff-related violations during the time frame  
16 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
17 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
18 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
19 rainy season despite more recently placed sandbags.

20 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
21 and/or supplement this response as necessary.

22 **SPECIAL INTERROGATORY NO. 162:**

23 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.050(f)(1), as  
24 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
25 PROPERTY from the date that these Special Interrogatories were served through the date that  
26 Responding Party serves its Responses to these Special Interrogatories.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 162:**

28 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for

1 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
2 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
3 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
7 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
8 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
9 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
10 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
11 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
12 and illicit discharge from the SUBJECT PROPERTY.

13 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
14 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
15 these efforts are sufficient to avoid further runoff-related violations during the time frame  
16 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
17 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
18 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
19 rainy season despite more recently placed sandbags.

20 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
21 and/or supplement this response as necessary.

22 **SPECIAL INTERROGATORY NO. 163:**

23 Please LIST each and every DOCUMENT which the City of Monterey Park contends  
24 evidences each and every violation of MPMC section 6.30.050(f)(1), as referenced in paragraph  
25 37 of the First Amended Complaint, existing at the SUBJECT PROPERTY from the date that the  
26 First Amended Complaint was filed through the date that Responding Party serves its Responses  
27 to these Special Interrogatories.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 163:**

2 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6 Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

- 8 ○ Notice of Violation issued on March 27, 2023.
- 9 ○ Notice of Violation issued on March 28, 2023.
- 10 ○ Notice of Violation issued on October 4, 2023.

11 Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
12 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
13 2023; April 10, 2023; April 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
14 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
15 May 3, 2023; May 8, 2023; and on May 11, 2023.

16 While these dates may have preceded the time frame of this interrogatory, they still reflect  
17 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
18 referenced.

19 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
20 and/or supplement this response as necessary.

21 **SPECIAL INTERROGATORY NO. 164:**

22 Please IDENTIFY each and every person with knowledge of each and every violation of  
23 MPMC section 6.30.050(f)(1), as referenced in paragraph 37 of the First Amended Complaint,  
24 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
25 through the date that Responding Party serves its Responses to these Special Interrogatories.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 164:**

27 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
28 legal conclusion. Calls for premature expert opinion. The information sought in this discovery

1 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
2 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

- 5 ○ Rey Lozano – Senior Code Enforcement Officer (who may be contacted through  
6 counsel).
- 7 ○ Dennis Tarango – Building Official (who may be contacted through counsel).
- 8 ○ Defendant Howard Chan.
- 9 ○ Defendant Edward Chan.

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 165:**

13 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.050(f)(2), as  
14 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
15 PROPERTY on the date that the First Amended Complaint was filed.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 165:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

21 Subject to and without waiving the above objections, Responding Party responds as  
22 follows:

23 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
24 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
25 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
26 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
27 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
28 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff

1 and illicit discharge from the SUBJECT PROPERTY.

2 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
3 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
4 these efforts are sufficient to avoid further runoff-related violations during the time frame  
5 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
6 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
7 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
8 rainy season despite more recently placed sandbags.

9 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
10 and/or supplement this response as necessary.

11 **SPECIAL INTERROGATORY NO. 166:**

12 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.050(f)(2), as  
13 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
14 PROPERTY from the date that these Special Interrogatories were served through the date that  
15 Responding Party serves its Responses.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 166:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

21 Subject to and without waiving the above objections, Responding Party responds as  
22 follows:

23 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
24 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
25 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
26 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
27 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
28 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff

1 and illicit discharge from the SUBJECT PROPERTY.

2 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
3 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
4 these efforts are sufficient to avoid further runoff-related violations during the time frame  
5 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
6 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
7 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
8 rainy season despite more recently placed sandbags.

9 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
10 and/or supplement this response as necessary.

11 **SPECIAL INTERROGATORY NO. 167:**

12 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
13 violation of MPMC section 6.30.050(f)(2), as referenced in paragraph 37 of the First Amended  
14 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
15 Complaint was filed through the date that these Special Interrogatories were served.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 167:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, new  
21 sandbags were placed on the perimeter of the SUBJECT PROPERTY *after* the 2024 rainy season  
22 and have not been tested by weather conditions sufficient to establish if these efforts are sufficient  
23 to avoid further runoff-related violations during the time frame referenced in this interrogatory.  
24 Because grading and onsite water catch basin system still have not been constructed, and the  
25 extensive history of this violation from the SUBJECT PROPERTY, there is substantial reason to  
26 believe illicit water runoff may continue occur during the upcoming rainy season despite more  
27 recently placed sandbags.

28 Subject to and without waiving the above objections, Responding Party responds as

1 follows:

- 2 ○ Notice of Violation issued on March 27, 2023.
- 3 ○ Notice of Violation issued on March 28, 2023.
- 4 ○ Notice of Violation issued on October 4, 2023.

5 Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
6 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
7 2023; April 10, 2023; April 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
8 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
9 May 3, 2023; May 8, 2023; and on May 11, 2023.

10 While these dates may have preceded the time frame of this interrogatory, they still reflect  
11 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
12 referenced.

13 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
14 and/or supplement this response as necessary.

15 **SPECIAL INTERROGATORY NO. 168:**

16 Please IDENTIFY each and every person with knowledge of each and every violation of  
17 MPMC section 6.30.050(f)(2), as referenced in paragraph 37 of the First Amended Complaint,  
18 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
19 through the date that Responding Party serves its Responses to these Special Interrogatories.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 168:**

21 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
22 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
23 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
24 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

25 Subject to and without waiving the above objections, Responding Party responds as  
26 follows:

- 27 ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
28 may be contacted through counsel)

1           o Edward Chan

2           o Howard Chan

3           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
4 and/or supplement this response as necessary.

5 **SPECIAL INTERROGATORY NO. 169:**

6           Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.050(f)(2), as  
7 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
8 PROPERTY on the date that the First Amended Complaint was filed.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 169:**

10           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
11 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
12 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
13 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

14           Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

16           Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
17 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
18 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
19 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
20 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
21 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
22 and illicit discharge from the SUBJECT PROPERTY.

23           Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
24 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
25 these efforts are sufficient to avoid further runoff-related violations during the time frame  
26 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
27 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
28 there is substantial reason to believe illicit water runoff may continue occur during the upcoming

1 rainy season despite more recently placed sandbags.

2 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
3 and/or supplement this response as necessary.

4 **SPECIAL INTERROGATORY NO. 170:**

5 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.050(f)(2), as  
6 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
7 PROPERTY from the date that these Special Interrogatories were served through the date that  
8 Responding Party serves its Responses.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 170:**

10 Objection. This interrogatory is verbatim the same as stated in Interrogatory No. 166, and  
11 to which Responding Party has already responded.

12 **SPECIAL INTERROGATORY NO. 171:**

13 Please LIST each and every DOCUMENT which Responding Party contends evidences  
14 each and every violation of MPMC section 6.30.050(f)(2), as referenced in paragraph 37 of the  
15 First Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First  
16 Amended Complaint was filed through the date that Responding Party serves its Responses to  
17 these Special Interrogatories.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 171:**

19 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
20 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
21 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
22 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, new  
23 sandbags were placed on the perimeter of the SUBJECT PROPERTY *after* the 2024 rainy season  
24 and have not been tested by weather conditions sufficient to establish if these efforts are sufficient  
25 to avoid further runoff-related violations during the time frame referenced in this interrogatory.  
26 Because grading and onsite water catch basin system still have not been constructed, and the  
27 extensive history of this violation from the SUBJECT PROPERTY, there is substantial reason to  
28 believe illicit water runoff may continue occur during the upcoming rainy season despite more

1 recently placed sandbags.

2 Subject to and without waiving the above objections, Responding Party responds as  
3 follows:

- 4 o Notice of Violation issued on March 22, 2023
- 5 o Notice of Violation issued on March, 27, 2023
- 6 o Notice of Violation issued on March 28, 2023
- 7 o Notice of Violation issued on October 4, 2023.

8 Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
9 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
10 2023; April 10, 2023; April 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
11 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
12 May 3, 2023; May 8, 2023; and on May 11, 2023.

13 While these dates may have preceded the time frame of this interrogatory, they still reflect  
14 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
15 referenced.

16 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
17 and/or supplement this response as necessary.

18 **SPECIAL INTERROGATORY NO. 172:**

19 *[No Interrogatory No. 172 was included in Defendant Edward Chan's Special*  
20 *Interrogatories, Set 2.]*

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 172:**

22 Objection. Defendant Edward Chan's Special Interrogatories, Set 2, fails to comply to  
23 Code of Civil Procedure section 2030.060(a), which states: A party propounding interrogatories  
24 shall number each set of interrogatories consecutively. Interrogatory No. 172 was not included,  
25 causing non-consecutive numbering of Interrogatory No. 171 and Interrogatory No. 173.  
26 Accordingly, Responding Party has no response to any Interrogatory No. 172.

27 **SPECIAL INTERROGATORY NO. 173:**

28 Please IDENTIFY each and every person with knowledge of each and every violation of

1 MPMC section 6.30.050(f)(2), as referenced in paragraph 37 of the First Amended Complaint,  
2 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
3 through the date that Responding Party serves its Responses to these Special Interrogatories.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 173:**

5 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
6 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
7 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
8 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

9 Subject to and without waiving the above objections, Responding Party responds as  
10 follows:

- 11 ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
12 may be contacted through counsel)
- 13 ○ Edward Chan
- 14 ○ Howard Chan

15 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
16 and/or supplement this response as necessary.

17 **SPECIAL INTERROGATORY NO. 174:**

18 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.050(f)(3), as  
19 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
20 PROPERTY on the date that the First Amended Complaint was filed.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 174:**

22 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
23 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
24 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
25 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

26 Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

28 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,

1 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
2 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
3 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
4 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
5 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
6 and illicit discharge from the SUBJECT PROPERTY.

7 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
8 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
9 these efforts are sufficient to avoid further runoff-related violations during the time frame  
10 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
11 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
12 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
13 rainy season despite more recently placed sandbags.

14 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
15 and/or supplement this response as necessary.

16 **SPECIAL INTERROGATORY NO. 175:**

17 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.050(f)(3), as  
18 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
19 PROPERTY from the date that these Special Interrogatories were served through the date that  
20 Responding Party serves its Responses.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 175:**

22 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
23 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
24 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
25 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

26 Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

28 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,

1 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
2 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
3 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
4 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
5 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
6 and illicit discharge from the SUBJECT PROPERTY.

7 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
8 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
9 these efforts are sufficient to avoid further runoff-related violations during the time frame  
10 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
11 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
12 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
13 rainy season despite more recently placed sandbags.

14 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
15 and/or supplement this response as necessary.

16 **SPECIAL INTERROGATORY NO. 176:**

17 Please LIST each and every DOCUMENT which Responding Party contend evidences  
18 each and every violation of MPMC section 6.30.050(f)(3, as referenced in paragraph 37 of the  
19 First Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First  
20 Amended Complaint was filed through the date that Responding Party serves its Responses to  
21 these Special Interrogatories.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 176:**

23 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
24 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
25 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
26 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, new  
27 sandbags were placed on the perimeter of the SUBJECT PROPERTY *after* the 2024 rainy season  
28 and have not been tested by weather conditions sufficient to establish if these efforts are sufficient

1 to avoid further runoff-related violations during the time frame referenced in this interrogatory.  
2 Because grading and onsite water catch basin system still have not been constructed, and the  
3 extensive history of this violation from the SUBJECT PROPERTY, there is substantial reason to  
4 believe illicit water runoff may continue occur during the upcoming rainy season despite more  
5 recently placed sandbags.

6 Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

- 8 o Notice of Violation issued on March 22, 2023
- 9 o Notice of Violation issued on March, 27, 2023
- 10 o Notice of Violation issued on March 28, 2023
- 11 o Notice of Violation issued on October 4, 2023.

12 Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
13 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
14 2023; April 10, 2023; April 11, 2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
15 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
16 May 3, 2023; May 8, 2023; and on May 11, 2023.

17 While these dates may have preceded the time frame of this interrogatory, they still reflect  
18 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
19 referenced.

20 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
21 and/or supplement this response as necessary.

22 **SPECIAL INTERROGATORY NO. 177:**

23 Please IDENTIFY each and every person with knowledge of each and every violation of  
24 MPMC section 6.30.050(f)(3) as referenced in paragraph 37 of the First Amended Complaint,  
25 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
26 through the date that Responding Party serves its Responses to these Special Interrogatories.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 177:**

28 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for

1 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
2 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
3 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

- 6 ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who  
7 may be contacted through counsel)
- 8 ○ Edward Chan
- 9 ○ Howard Chan

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 178:**

13 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.050(f)(4), as  
14 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
15 PROPERTY on the date that the First Amended Complaint was filed.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 178:**

17 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
18 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
19 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
20 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
21 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
22 PROPERTY is in violation of that section or each of its subsections. Further, MPMC section  
23 6.30.050(f)(4) is not itself an enumerated violation, but simply establishes that plastic covering  
24 may be utilized to prevent erosion. Accordingly, this interrogatory is incoherent on its face and is  
25 not subject to a response as phrased.

26 **SPECIAL INTERROGATORY NO. 179:**

27 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.050(f)(4), as  
28 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT

1 PROPERTY on the date that Responding Party serves its Responses to these Special  
2 Interrogatories.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 179:**

4       Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
5 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
6 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
7 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
8 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
9 PROPERTY is in violation of that section or each of its subsections. Further, MPMC section  
10 6.30.050(f)(4) is not itself an enumerated violation, but simply establishes that plastic covering  
11 may be utilized to prevent erosion. Accordingly, this interrogatory is incoherent on its face and is  
12 not subject to a response as phrased.

13 **SPECIAL INTERROGATORY NO. 180:**

14       Please LIST each and every DOCUMENT which Responding Party contends evidences  
15 each and every violation of MPMC section 6.30.050(f)(4), as referenced in paragraph 37 of the  
16 First Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First  
17 Amended Complaint was filed through the date that Responding Party serves its Responses to  
18 these Special Interrogatories.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 180:**

20       Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
21 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
22 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
23 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
24 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
25 PROPERTY is in violation of that section or each of its subsections. Further, MPMC section  
26 6.30.050(f)(4) is not itself an enumerated violation, but simply establishes that plastic covering  
27 may be utilized to prevent erosion. Accordingly, this interrogatory is incoherent on its face and is  
28 not subject to a response as phrased.

1 **SPECIAL INTERROGATORY NO. 181:**

2 Please IDENTIFY each and every person with knowledge of each and every violation of  
3 MPMC section 6.30.050(f)(4), as referenced in paragraph 37 of the First Amended Complaint,  
4 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
5 through the date that Responding Party serves its Responses to these Special Interrogatories.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 181:**

7 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
8 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
9 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
10 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
11 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
12 PROPERTY is in violation of that section or each of its subsections. Further, MPMC section  
13 6.30.050(f)(4) is not itself an enumerated violation, but simply establishes that plastic covering  
14 may be utilized to prevent erosion. Accordingly, this interrogatory is incoherent on its face and is  
15 not subject to a response as phrased.

16 **SPECIAL INTERROGATORY NO. 182:**

17 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.050(f)(5), as  
18 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
19 PROPERTY on the date that the First Amended Complaint was filed.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 182:**

21 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
22 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
23 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
24 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
25 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
26 PROPERTY is in violation of that section or each of its subsections.

27 Subject to and without waiving the above objections, Responding Party responds as  
28 follows:

1 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
2 MPMC section 6.30.050(f)(5).

3 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
4 and/or supplement this response as necessary.

5 **SPECIAL INTERROGATORY NO. 183:**

6 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.050(f)(5), as  
7 referenced in paragraph 37 of the First Amended Complaint, existing at the SUBJECT  
8 PROPERTY from the date that these Special Interrogatories were served through the date that  
9 Responding Party serves its Responses.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 183:**

11 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
12 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
13 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
14 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
15 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
16 PROPERTY is in violation of that section or each of its subsections.

17 Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

19 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
20 MPMC section 6.30.050(f)(5).

21 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
22 and/or supplement this response as necessary.

23 **SPECIAL INTERROGATORY NO. 184:**

24 Please LIST each and every DOCUMENT which Responding Party contends evidences  
25 each and every violation of MPMC section 6.30.050(f)(5), as referenced in paragraph 37 of the  
26 First Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First  
27 Amended Complaint was filed through the date that Responding Party serves its Responses to  
28 these Special Interrogatories.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 184:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
6 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
7 PROPERTY is in violation of that section or each of its subsections.

8           Subject to and without waiving the above objections, Responding Party responds as  
9 follows:

10           Responding Party does not contend, and the FAC does not allege, that Defendants violated  
11 MPMC section 6.30.050(f)(5).

12           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
13 and/or supplement this response as necessary.

14 **SPECIAL INTERROGATORY NO. 185:**

15           Please IDENTIFY each and every person with knowledge of each and every violation of  
16 MPMC section 6.30.050(f)(6), as referenced in paragraph 37 of the First Amended Complaint,  
17 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
18 through the date that Responding Party serves its Responses to these Special Interrogatories.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 185:**

20           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
21 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
22 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
23 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) The fact various  
24 MPMC sections and their subsections appear in the FAC does not necessarily mean the SUBJECT  
25 PROPERTY is in violation of that section or each of its subsections.

26           Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

28           Responding Party does not contend, and the FAC does not allege, that Defendants violated

1 MPMC section 6.30.050(f)(6).

2 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
3 and/or supplement this response as necessary.

4 **SPECIAL INTERROGATORY NO. 186:**

5 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.030(a)(13)(a), as  
6 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
7 PROPERTY on the date that the First Amended Complaint was filed.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 186:**

9 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
10 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
11 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
12 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

13 Subject to and without waiving the above objections, Responding Party responds as  
14 follows:

15 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
16 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
17 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
18 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
19 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
20 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
21 and illicit discharge from the SUBJECT PROPERTY.

22 While these dates may have preceded the time frame of this interrogatory, they still reflect  
23 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
24 referenced.

25 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*  
26 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
27 these efforts are sufficient to avoid further runoff-related violations during the time frame  
28 referenced in this interrogatory. Because grading and onsite water catch basin system still have not

1 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
2 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
3 rainy season despite more recently placed sandbags.

4 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
5 and/or supplement this response as necessary.

6 **SPECIAL INTERROGATORY NO. 187:**

7 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.03(a)(13), as  
8 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
9 PROPERTY from the date that these Special Interrogatories were served through the date that  
10 Responding Party serves its Responses.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 187:**

12 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
13 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
14 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
15 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

16 Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

18 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
19 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
20 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
21 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
22 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
23 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
24 and illicit discharge from the SUBJECT PROPERTY.

25 While these dates may have preceded the time frame of this interrogatory, they still reflect  
26 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
27 referenced.

28 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*

1 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
2 these efforts are sufficient to avoid further runoff-related violations during the time frame  
3 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
4 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
5 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
6 rainy season despite more recently placed sandbags.

7 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
8 and/or supplement this response as necessary.

9 **SPECIAL INTERROGATORY NO. 188:**

10 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
11 violation of MPMC section 6.30.030(a)(13), as referenced in paragraph 37 of the First Amended  
12 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
13 Complaint was filed through the date that these Responding Party's Requests were served.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 188:**

15 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
16 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
17 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
18 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, new  
19 sandbags were placed on the perimeter of the SUBJECT PROPERTY *after* the 2024 rainy season  
20 and have not been tested by weather conditions sufficient to establish if these efforts are sufficient  
21 to avoid further runoff-related violations during the time frame referenced in this interrogatory.  
22 Because grading and onsite water catch basin system still have not been constructed, and the  
23 extensive history of this violation from the SUBJECT PROPERTY, there is substantial reason to  
24 believe illicit water runoff may continue occur during the upcoming rainy season despite more  
25 recently placed sandbags.

26 Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

28 ○ Notice of Violation issued on March 22, 2023



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o Howard Chan

Discovery and investigation are ongoing and Responding Party reserves the right to amend and/or supplement this response as necessary.

**SPECIAL INTERROGATORY NO. 190:**

Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.030(a)(13)(b), as referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT PROPERTY on the date that the First Amended Complaint was filed.

**RESPONSE TO SPECIAL INTERROGATORY NO. 190:**

Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for legal conclusion. Calls for premature expert opinion. The information sought in this discovery request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

Subject to and without waiving the above objections, Responding Party responds as follows:

Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April 11, 2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff and illicit discharge from the SUBJECT PROPERTY.

While these dates may have preceded the time frame of this interrogatory, they still reflect conditions present on, or general state of, the SUBJECT PROPERTY during the time frame referenced.

Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after* the 2024 rainy season and have not been tested by weather conditions sufficient to establish if these efforts are sufficient to avoid further runoff-related violations during the time frame referenced in this interrogatory. Because grading and onsite water catch basin system still have not

1 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
2 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
3 rainy season despite more recently placed sandbags.

4 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
5 and/or supplement this response as necessary.

6 **SPECIAL INTERROGATORY NO. 191:**

7 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.03(a)(13)(b), as  
8 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
9 PROPERTY from the date that these Special Interrogatories were served through the date that  
10 Responding Party serves its Responses.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 191:**

12 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
13 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
14 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
15 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

16 Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

18 Defendants were cited on February 23, 2023; March 22, 2023; March 27, 2023, March 28,  
19 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6, 2023; April 10, 2023; April  
20 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; April 20,  
21 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023; May 3, 2023; May 8, 2023; and  
22 on May 11, 2023, regarding illicit discharge and runoff occurring from the SUBJECT  
23 PROPERTY. The photos attached to the notices of violation clearly show issues related to runoff  
24 and illicit discharge from the SUBJECT PROPERTY.

25 While these dates may have preceded the time frame of this interrogatory, they still reflect  
26 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
27 referenced.

28 Further, new sandbags were placed on the perimeter of the SUBJECT PROPERTY *after*

1 the 2024 rainy season and have not been tested by weather conditions sufficient to establish if  
2 these efforts are sufficient to avoid further runoff-related violations during the time frame  
3 referenced in this interrogatory. Because grading and onsite water catch basin system still have not  
4 been constructed, and the extensive history of this violation from the SUBJECT PROPERTY,  
5 there is substantial reason to believe illicit water runoff may continue occur during the upcoming  
6 rainy season despite more recently placed sandbags.

7       Discovery and investigation are ongoing and Responding Party reserves the right to amend  
8 and/or supplement this response as necessary.

9 **SPECIAL INTERROGATORY NO. 192:**

10       Please LIST each and every DOCUMENT which Plaintiffs contend evidences each and  
11 every violation of MPMC section 6.30.030(a)(13)(b), as referenced in paragraph 37 of the First  
12 Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
13 Complaint was filed through the date that Responding Party's Responses to these Special  
14 Interrogatories were served.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 192:**

16       Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
17 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
18 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
19 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, new  
20 sandbags were placed on the perimeter of the SUBJECT PROPERTY *after* the 2024 rainy season  
21 and have not been tested by weather conditions sufficient to establish if these efforts are sufficient  
22 to avoid further runoff-related violations during the time frame referenced in this interrogatory.  
23 Because grading and onsite water catch basin system still have not been constructed, and the  
24 extensive history of this violation from the SUBJECT PROPERTY, there is substantial reason to  
25 believe illicit water runoff may continue occur during the upcoming rainy season despite more  
26 recently placed sandbags.

27       Subject to and without waiving the above objections, Responding Party responds as  
28 follows:

- 1           ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.
- 2           ○ Photographs of SUBJECT PROPERTY from September 4, 2024
- 3           ○ Photographs of SUBJECT PROPERTY from December 3, 2024
- 4           ○ Notice of Violation issued on March 22, 2023
- 5           ○ Notice of Violation issued on March, 27, 2023
- 6           ○ Notice of Violation issued on March 28, 2023
- 7           ○ Notice of Violation issued on October 4, 2023.

8           Administrative Citations referencing illicit discharge dated: February 23, 2023; March 22,  
9 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30, 2023; April 5, 2023; April 6,  
10 2023; April 10, 2023; April 11,2023; April 12, 2023; April 13, 2023; April 17, 2023; April 18,  
11 2023; April 19, 2023; April 20, 2023; April 26, 2023; April 27, 2023; May 1, 2023; May 2, 2023;  
12 May 3, 2023; May 8, 2023; and on May 11, 2023.

13           While these dates may have preceded the time frame of this interrogatory, they still reflect  
14 conditions present on the SUBJECT PROPERTY during the time frame referenced.

15           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
16 and/or supplement this response as necessary.

17 **SPECIAL INTERROGATORY NO. 193:**

18           Please IDENTIFY each and every person with knowledge of each and every violation of  
19 MPMC section 6.30.030(a)(13), as referenced in paragraph 37 of the First Amended Complaint,  
20 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
21 through the date that Responding Party’s Responses to these Special Interrogatories were served.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 193:**

23           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
24 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
25 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
26 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

27           Subject to and without waiving the above objections, Responding Party responds as  
28 follows:

- 1           ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who
- 2                     may be contacted through counsel)
- 3           ○ Edward Chan
- 4           ○ Howard Chan

5 Discovery and investigation are ongoing and Responding Party reserves the right to amend and/or  
6 supplement this response as necessary.

7 **SPECIAL INTERROGATORY NO. 194:**

8           Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.030(a)(13)© [sic],  
9 as referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
10 PROPERTY on the date that the First Amended Complaint was filed.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 194:**

12           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
13 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
14 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
15 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, this  
16 interrogatory references “MPMC section 6.30.030(a)(13)©”, which is not a recognized subsection  
17 in the MPMC. Responding Party will assume “MPMC section 6.30.030(a)(13)(c)” was intended  
18 and respond accordingly.

19           Subject to and without waiving the above objections, Responding Party responds as  
20 follows:

21           Responding Party does not contend, and the FAC does not allege, that Defendants violated  
22 MPMC section 66.30.030(a)(13)(c). The fact various MPMC sections and their subsections appear  
23 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
24 each of its subsections.

25           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
26 and/or supplement this response as necessary.

27 **SPECIAL INTERROGATORY NO. 195:**

28           Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.03(a)(13)© [sic],

1 as referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
2 PROPERTY from the date that these Special Interrogatories were served through the date that  
3 Responding Party serves its Responses.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 195:**

5 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
6 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
7 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
8 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, this  
9 interrogatory references “MPMC section 6.30.030(a)(13)©”, which is not a recognized subsection  
10 in the MPMC. Responding Party will assume “MPMC section 6.30.030(a)(13)(c)” was intended  
11 and respond accordingly.

12 Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

14 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
15 MPMC section 6.30.030(a)(13)(c). The fact various MPMC sections and their subsections appear  
16 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
17 each of its subsections.

18 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
19 and/or supplement this response as necessary.

20 **SPECIAL INTERROGATORY NO. 196:**

21 Please LIST each and every DOCUMENT which Plaintiffs contend evidences each and  
22 every violation of MPMC section 6.30.030(a)(13)© [sic], as referenced in paragraph 37 of the  
23 First Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First  
24 Amended Complaint was filed through the date that Responding Party’s Responses to these  
25 Special Interrogatories were served.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 196:**

27 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
28 legal conclusion. Calls for premature expert opinion. The information sought in this discovery

1 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
2 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, this  
3 interrogatory references “MPMC section 6.30.030(a)(13)©”, which is not a recognized subsection  
4 in the MPMC. Responding Party will assume “MPMC section 6.30.030(a)(13)(c)” was intended  
5 and respond accordingly.

6 Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
9 MPMC section 6.30.030(a)(13)(c). The fact various MPMC sections and their subsections appear  
10 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
11 each of its subsections.

12 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
13 and/or supplement this response as necessary.

14 **SPECIAL INTERROGATORY NO. 197:**

15 Please IDENTIFY each and every person with knowledge of each and every violation of  
16 MPMC section 6.30.030(a)(13)©, as referenced in paragraph 37 of the First Amended Complaint,  
17 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
18 through the date that Responding Party’s Responses to these Special Interrogatories were served.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 197:**

20 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
21 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
22 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
23 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, this  
24 interrogatory references “MPMC section 6.30.030(a)(13)©”, which is not a recognized subsection  
25 in the MPMC. Responding Party will assume “MPMC section 6.30.030(a)(13)(c)” was intended  
26 and respond accordingly.

27 Subject to and without waiving the above objections, Responding Party responds as  
28 follows:

1 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
2 MPMC section 6.30.030(a)(13)(c). The fact various MPMC sections and their subsections appear  
3 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
4 each of its subsections.

5 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
6 and/or supplement this response as necessary.

7 **SPECIAL INTERROGATORY NO. 198:**

8 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.030(a)(13)(d), as  
9 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
10 PROPERTY on the date that the First Amended Complaint was filed.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 198:**

12 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
13 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
14 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
15 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

16 Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

18 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
19 MPMC section 6.30.030(a)(13)(d). The fact various MPMC sections and their subsections appear  
20 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
21 each of its subsections.

22 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
23 and/or supplement this response as necessary.

24 **SPECIAL INTERROGATORY NO. 199:**

25 Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.03(a)(13)(d), as  
26 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
27 PROPERTY from the date that these Special Interrogatories were served through the date that  
28 Responding Party serves its Responses.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 199:**

2 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6 Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
9 MPMC section 6.30.030(a)(13)(d). The fact various MPMC sections and their subsections appear  
10 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
11 each of its subsections.

12 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
13 and/or supplement this response as necessary.

14 **SPECIAL INTERROGATORY NO. 200:**

15 Please LIST each and every DOCUMENT which YOU contend evidences each and every  
16 violation of MPMC section 6.30.030(a)(13)(d), as referenced in paragraph 37 of the First  
17 Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
18 Complaint was filed through the date that Responding Party serves its Responses to these Special  
19 Interrogatories.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 200:**

21 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
22 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
23 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
24 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

25 Subject to and without waiving the above objections, Responding Party responds as  
26 follows:

27 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
28 MPMC section 6.30.030(a)(13)(d). The fact various MPMC sections and their subsections appear

1 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
2 each of its subsections.

3 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
4 and/or supplement this response as necessary.

5 **SPECIAL INTERROGATORY NO. 201:**

6 Please IDENTIFY each and every person with knowledge of each and every violation of  
7 MPMC section 6.30.030(a)(13)(d), as referenced in paragraph 37 of the First Amended  
8 Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
9 Complaint was filed through the date that Responding Party's Responses to these Special  
10 Interrogatories were served.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 201:**

12 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
13 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
14 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
15 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

16 Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

18 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
19 MPMC section 6.30.030(a)(13)(d). The fact various MPMC sections and their subsections appear  
20 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
21 each of its subsections.

22 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
23 and/or supplement this response as necessary.

24 **SPECIAL INTERROGATORY NO. 202:**

25 Please DESCRIBE IN DETAIL each violation of MPMC section 6.30.030(a)(13)(e), as  
26 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
27 PROPERTY on the date that the First Amended Complaint was filed.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 202:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6           Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8           Responding Party does not contend, and the FAC does not allege, that Defendants violated  
9 MPMC section 6.30.030(a)(13)(e). The fact various MPMC sections and their subsections appear  
10 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
11 each of its subsections.

12           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
13 and/or supplement this response as necessary.

14 **SPECIAL INTERROGATORY NO. 203:**

15           Please DESCRIBE IN DETAIL each violation of MPMC section 6.030.03(a)(13)(e) , as  
16 referenced in paragraph 38 of the First Amended Complaint, existing at the SUBJECT  
17 PROPERTY from the date that these Special Interrogatories were served through the date that  
18 Responding Party serves its Responses.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 203:**

20           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
21 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
22 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
23 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

24           Subject to and without waiving the above objections, Responding Party responds as  
25 follows:

26           Responding Party does not contend, and the FAC does not allege, that Defendants violated  
27 MPMC section 6.30.030(a)(13)(e). The fact various MPMC sections and their subsections appear  
28 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or

1 each of its subsections.

2 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
3 and/or supplement this response as necessary.

4 **SPECIAL INTERROGATORY NO. 204:**

5 Please LIST each and every DOCUMENT which Plaintiffs contend evidences each and  
6 every violation of MPMC section 6.30.030(a)(13)(e), as referenced in paragraph 37 of the First  
7 Amended Complaint, existing at the SUBJECT PROPERTY from the date that the First Amended  
8 Complaint was filed through the date that Responding Party serves its Responses to these Special  
9 Interrogatories.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 204:**

11 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
12 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
13 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
14 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

17 Responding Party does not contend, and the FAC does not allege, that Defendants violated  
18 MPMC section 6.30.030(a)(13)(e). The fact various MPMC sections and their subsections appear  
19 in the FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
20 each of its subsections.

21 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
22 and/or supplement this response as necessary.

23 **SPECIAL INTERROGATORY NO. 205:**

24 Please IDENTIFY each and every person with knowledge of each and every violation of  
25 MPMC section 6.30.030(a)(13)(e), as referenced in paragraph 37 of the First Amended Complaint,  
26 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
27 through the date that Responding Party serves its Responses to these Special Interrogatories.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 205:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
4 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
5 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

6           Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8           Responding Party does not contend, and the FAC does not allege, that Defendants violated  
9 MPMC section 6.30.030(a)(13)(e) as referenced in Paragraph 37. The fact various MPMC sections  
10 and their subsections appear in the FAC does not necessarily mean the SUBJECT PROPERTY is  
11 in violation of that section or each of its subsections.

12           Discovery and investigation are ongoing and Responding Party reserves the right to amend  
13 and/or supplement this response as necessary.

14 **SPECIAL INTERROGATORY NO. 206:**

15           Please DESCRIBE IN DETAIL each violation of the City of Monterey Park Municipal  
16 Code at the SUBJECT PROPERTY existing at the time Plaintiffs serve their Responses to these  
17 Special Interrogatories which the City of Monterey Park intends to abate pursuant to its First  
18 Cause of Action.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 206:**

20           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation” and of  
21 “intends to abate.” Calls for legal conclusion. Calls for premature expert opinion. The information  
22 sought in this discovery request is equally available to the propounding party. (See Code of Civ.  
23 Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259  
24 Cal.App.2d 45.)

25           Subject to and without waiving the above objections, Responding Party responds as  
26 follows:

27           MPMC section 4.10.010(c) establishes that “any condition caused or permitted to exist in  
28 violation of any of the provisions of this code is a public nuisance and may be abated in

1 accordance with this code.” MPMC section 4.30.120 authorizes the City to abate public  
2 nuisances if the property owner fails to comply with an abatement order from an administrative  
3 hearing officer following an administrative hearing held pursuant to MPMC section 4.30.110, and  
4 states in full as follows:

5       **§ 4.30.120 - Compliance with abatement order.**

6       At no cost to the city, the responsible person will comply with all of the  
7 provisions of an abatement order. If the responsible person fails, for any reason,  
8 to comply with an abatement order within the time required in the order, **the**  
9 **city manager, or designee, will cause the nuisance described in the**  
10 **abatement order to be abated by city forces or by private contractor.** The  
city attorney is authorized to take such action as needed to gain entry upon the  
property where the public nuisance exists for purposes of abating a public  
nuisance. (Emphasis added.)

11       The FAC does not allege or infer that the “City of Monterey Park intends to abate” the  
12 SUBJECT PROPERTY, nor does it seek such relief. In this case, no administrative hearing  
13 pursuant to MPMC section 4.30.110 was sought by the City and the City has never intended to  
14 abate the violations of the MPMC addressed in the FAC. Rather, this lawsuit seeks, as may be  
15 necessary, injunctive relief from the Court to order **Defendants to abate** the SUBJECT  
16 PROPERTY in a timely manner and bring it into compliance with the MPMC. If injunctive relief  
17 proves ineffective, the City may then ask the Court to appoint a receiver to assume control of the  
18 SUBJECT PROPERTY. In such a case, **the receiver would be ordered by the Court to abate**  
19 the violations of the MPMC addressed in the FAC. Whether conducted by Defendants or a  
20 receiver, abating all public nuisances on the SUBJECT PROPERTY would be achieved by  
21 finishing construction of the SUBJECT PROPERTY in a timely manner and according to plans  
22 submitted by Defendants to, and approved by, the City.

23       To repeat, the City has never intended to use city forces, hire a private contractor, or  
24 otherwise itself abate the SUBJECT PROPERTY, namely finish its construction, nor is any such  
25 relief alleged or sought in the FAC. It remains the City’s hope and preference that Defendants  
26 simply finish construction of the SUBJECT PROPERTY in a timely manner and avoid the  
27 potential consequences associated with injunctive relief or, if necessary, receivership.  
28

1 **SPECIAL INTERROGATORY NO. 207:**

2 For each violation of the City of Monterey Park Municipal Code that Responding Party  
3 contends exists at the time that Responding Party serves its Responses to these Special  
4 Interrogatories, please describe with specificity the actions that the City of Monterey Park intends  
5 to take to abate each such alleged violation.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 207:**

7 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation” and of  
8 “abate.” Calls for legal conclusion. Calls for premature expert opinion. The information sought in  
9 this discovery request is equally available to the propounding party. (See Code of Civ. Proc., §  
10 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

11 Subject to and without waiving the above objections, Responding Party responds as  
12 follows:

13 MPMC section 4.10.010(c) establishes that “any condition caused or permitted to exist in  
14 violation of any of the provisions of this code is a public nuisance and may be abated in  
15 accordance with this code.” MPMC section 4.30.120 authorizes the City to abate public  
16 nuisances if the property owner fails to comply with an abatement order from an administrative  
17 hearing officer following an administrative hearing held pursuant to MPMC section 4.30.110, and  
18 states in full as follows:

19 **§ 4.30.120 - Compliance with abatement order.**

20 At no cost to the city, the responsible person will comply with all of the  
21 provisions of an abatement order. If the responsible person fails, for any reason,  
22 to comply with an abatement order within the time required in the order, **the**  
23 **city manager, or designee, will cause the nuisance described in the**  
24 **abatement order to be abated by city forces or by private contractor.** The  
city attorney is authorized to take such action as needed to gain entry upon the  
property where the public nuisance exists for purposes of abating a public  
nuisance. (Emphasis added.)

25  
26 The FAC does not allege or infer that the “City of Monterey Park intends to abate” the  
27 SUBJECT PROPERTY, nor does it seek such relief. In this case, no administrative hearing  
28 pursuant to MPMC section 4.30.110 was sought by the City and the City has never intended to

1 abate the violations of the MPMC addressed in the FAC. Rather, this lawsuit seeks, as may be  
2 necessary, injunctive relief from the Court to order **Defendants to abate** the SUBJECT  
3 PROPERTY in a timely manner and bring it into compliance with the MPMC. If injunctive relief  
4 proves ineffective, the City may then ask the Court to appoint a receiver to assume control of the  
5 SUBJECT PROPERTY. In such a case, **the receiver would be ordered by the Court to abate**  
6 the violations of the MPMC addressed in the FAC. Whether conducted by Defendants or a  
7 receiver, abating all public nuisances on the SUBJECT PROPERTY would be achieved by  
8 finishing construction of the SUBJECT PROPERTY in a timely manner and according to plans  
9 submitted by Defendants to, and approved by, the City.

10 To repeat, the City has never intended to use city forces, hire a private contractor, or  
11 otherwise itself abate the SUBJECT PROPERTY, namely finish its construction, nor is any such  
12 relief alleged or sought in the FAC. It remains the City's hope and preference that Defendants  
13 simply finish construction of the SUBJECT PROPERTY in a timely manner and avoid the  
14 potential consequences associated with injunctive relief or, if necessary, receivership.

15 **SPECIAL INTERROGATORY NO. 208:**

16 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing on  
17 the date that the First Amended Complaint was filed which Responding Party contends, as  
18 referenced in paragraph 43 of the First Amended Complaint, constitute violations of the Health &  
19 Safety Code "so extensive and of such nature that the health and safety of residents or the public is  
20 substantially endangered."

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 208:**

22 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
23 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
24 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
25 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

26 Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

28 Defendants have not completed construction of the SUBJECT PROPERTY, despite having

1 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
2 resulted in numerous code violations and this lawsuit. In addition to unfinished construction being  
3 a violation of the MPMC, and therefore a public nuisance in itself, other code violations observed  
4 at the property applicable to Paragraph 43 of the FAC generally include illicit discharge of water  
5 runoff from the PROPERTY into the public storm drain system that can carry with it filth,  
6 rubbish, trash, litter, and other pollutants. Such conditions are a violation of California building  
7 standards and negatively impact and endanger the health and safety of the general public in that  
8 unpermitted substances entering storm drain systems is known to pollute the environment and  
9 create health risks to the public. Further, public entities like the City are regulated by State and  
10 Federal laws to protect the environment and public safety from unpermitted runoff. While new  
11 sandbags have been placed along the perimeter of the Property since the rainy season has ended,  
12 there has not been sufficient rain during the time period of this Interrogatory to know if these  
13 efforts will be effective, unlike the prior efforts that resulted in thousands of dollars of  
14 administrative fines to the PROPERTY owners, until the rainy season resumes over the next  
15 several months. Additionally, there are reasonably deep, open trenches on the property that have  
16 remained without any work associated with and at a time when no permit was in effect, and which  
17 is also applicable to Paragraph 43 of the FAC. Such open trenches are also threat to public safety  
18 by virtue of the Property appearing completely vacant, and even abandoned due to its long  
19 standing state of partially completed construction amounting to an attractive nuisance.  
20 Additionally, the accumulation of dried vegetation, trash, litter and debris all contribute to a fire  
21 hazard.

22 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
23 and/or supplement this response as necessary.

24 **SPECIAL INTERROGATORY NO. 209:**

25 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing on  
26 the date that these Special Interrogatories were served to the date Responding Party's Responses  
27 are served, which Responding Party contends, as referenced in paragraph 43 of the First Amended  
28 Complaint, constitute violations of the Health & Safety Code "so extensive and of such nature that

1 the health and safety of residents or the public is substantially endangered.”

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 209:**

3           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
4 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
5 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
6 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

7           Subject to and without waiving the above objections, Responding Party responds as  
8 follows:

9           Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
10 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
11 resulted in numerous code violations and this lawsuit. In addition to unfinished construction being  
12 a violation of the MPMC, and therefore a public nuisance in itself, other code violations observed  
13 at the property applicable to Paragraph 43 of the FAC generally include illicit discharge of water  
14 runoff from the PROPERTY into the public storm drain system that can carry with it filth,  
15 rubbish, trash, litter, and other pollutants. Such conditions are a violation of California building  
16 standards and negatively impact and endanger the health and safety of the general public in that  
17 unpermitted substances entering storm drain systems is known to pollute the environment and  
18 create health risks to the public. Further, public entities like the City are regulated by State and  
19 Federal laws to protect the environment and public safety from unpermitted runoff. While new  
20 sandbags have been placed along the perimeter of the Property since the rainy season has ended,  
21 there has not been sufficient rain during the time period of this Interrogatory to know if these  
22 efforts will be effective, unlike the prior efforts that resulted in thousands of dollars of  
23 administrative fines to the PROPERTY owners, until the rainy season resumes over the next  
24 several months. Additionally, there are reasonably deep, open trenches on the property that have  
25 remained without any work associated with and at a time when no permit was in effect, and which  
26 is also applicable to Paragraph 43 of the FAC. Such open trenches are also threat to public safety  
27 by virtue of the Property appearing completely vacant, and even abandoned due to its long  
28 standing state of partially completed construction amounting to an attractive nuisance.

1 Additionally, the accumulation of dried vegetation, trash, litter and debris all contribute to a fire  
2 hazard.

3 Discovery and investigation is ongoing and Responding Party reserves the right to  
4 supplement and amend this response as necessary.

5 **SPECIAL INTERROGATORY NO. 210:**

6 Please LIST each and every DOCUMENT which evidences each condition at the  
7 SUBJECT PROPERTY existing from the date the First Amended Complaint was filed through the  
8 date the date that Responding Party's Responses are served, which Plaintiffs contend, as  
9 referenced in paragraph 43 of the First Amended Complaint, which constitute violations of the  
10 Health & Safety Code "which are so extensive and of such nature that the health and safety of  
11 residents or the public is substantially endangered."

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 210:**

13 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
14 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
15 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
16 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

17 Subject to and without waiving the above objections, Responding Party responds as  
18 follows:

- 19 ○ Notice of Violation issued on March 27, 2023.
- 20 ○ Notice of Violation issued on March 28, 2023.
- 21 ○ Notice of Violation issued on October 4, 2023.
- 22 ○ CE Invoices – Administrative Citation (Total to 4-20-23)
- 23 ○ Photographs of SUBJECT PROPERTY from July 24, 2024
- 24 ○ Photographs of SUBJECT PROPERTY from September 4, 2024
- 25 ○ Photographs of SUBJECT PROPERTY from December 3, 2024

26 While these dates may have preceded the time frame of this interrogatory, they still reflect  
27 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
28 referenced.

1 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
2 and/or supplement this response as necessary.

3 **SPECIAL INTERROGATORY NO. 211:**

4 Please IDENTIFY each and every person with knowledge of each condition at the  
5 SUBJECT PROPERTY existing from the date the First Amended Complaint was filed through the  
6 date that these Special Interrogatories were served to the date Responding Party's Responses are  
7 served, which Plaintiffs contend, as referenced in paragraph 43 of the First Amended Complaint,  
8 constitute violations of the Health & Safety Code "so extensive and of such nature that the health  
9 and safety of residents or the public is substantially endangered."

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 211:**

11 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
12 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
13 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
14 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

- 17 ○ Rey Lozano – Senior Code Enforcement Officer – may be contacted through  
18 counsel.
- 19 ○ Dennis Tarango – Building Official – may be contacted through counsel.
- 20 ○ Defendant Edward Chan
- 21 ○ Defendant Howard Chan

22 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
23 and/or supplement this response as necessary.

24 **SPECIAL INTERROGATORY NO. 212:**

25 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
26 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3(c), as  
27 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
28 PROPERTY on the date that the First Amended Complaint was filed, and which "endangers the

1 life, limb, health, property, safety or welfare of the public.”

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 212:**

3           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
4 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
5 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
6 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

7           Subject to and without waiving the above objections, Responding Party responds as  
8 follows:

9           Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
10 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
11 resulted in numerous code violations and this lawsuit. In addition to unfinished construction being  
12 a violation of the MPMC, and therefore a public nuisance in itself and referenced in Paragraph 45  
13 of the FAC. Other code violations observed at the SUBJECT PROPERTY generally include illicit  
14 discharge of water runoff from the PROPERTY into the public storm drain system that can carry  
15 with it filth, rubbish, trash, litter, and other pollutants, which is specifically referenced in  
16 Paragraph 45 of the FAC. Such conditions negatively impact and endanger the health and safety  
17 of the general public in that unpermitted substances entering storm drain systems is known to  
18 pollute the environment and create health and safety risks to the public. Public entities like the  
19 City are regulated by State and Federal laws to protect the environment and public safety from  
20 unpermitted runoff. While new sandbags have been placed along the perimeter of the Property  
21 since the rainy season has ended, there has not been sufficient rain during the time period of this  
22 Interrogatory to know if these efforts will be effective, unlike the prior efforts that resulted in  
23 thousands of dollars of administrative fines to the PROPERTY owners, until the rainy season  
24 resumes over the next several months. Further, the interior of the structure remains in a state of  
25 partial construction with piles of combustible junk and debris and without the benefit of fire  
26 protection systems that completed construction would have presenting a threat to public safety,  
27 and which is also specifically referenced in Paragraph 45 of the FAC. Gaps in the roof have  
28 resulted in infiltration of rainwater and the interior has flooded due to pooling of rainwater, which

1 is also covered under Paragraph 45 of the FAC. Additionally, there are reasonably deep, open  
2 trenches on the property that have remained without any work associated with them since before  
3 the original complaint was filed. Such open trenches are a threat to public health and safety by  
4 virtue of the Property appearing completely vacant, and even abandoned due to its long-standing  
5 state of partially completed construction amounting to an attractive nuisance, which is also  
6 covered by Health & Safety Code § 17920.3 and referenced in Paragraph 45 of the FAC.  
7 Additionally, the accumulation of dried vegetation, trash, litter and debris all contribute to a fire  
8 hazard. Each and every condition stated in this response is a nuisance, and therefore covered  
9 under Health & Safety Code § 17920.3(c).

10 Discovery and investigation is ongoing and Responding Party reserves the right to  
11 supplement and amend this response as necessary.

12 **SPECIAL INTERROGATORY NO. 213:**

13 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
14 of Health & Safety Code section 17920.3(c), as referenced in paragraph 45 of the First Amended  
15 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories  
16 were served through the date on which Responding Party's Responses are served, which Plaintiffs  
17 contend "endangers the life, limb, health, property, safety or welfare of the public."

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 213:**

19 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
20 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
21 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
22 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

23 Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

25 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
26 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
27 resulted in numerous code violations and this lawsuit. In addition to unfinished construction being  
28 a violation of the MPMC, and therefore a public nuisance in itself and referenced in Paragraph 45

1 of the FAC. Other code violations observed at the SUBJECT PROPERTY generally include illicit  
2 discharge of water runoff from the PROPERTY into the public storm drain system that can carry  
3 with it filth, rubbish, trash, litter, and other pollutants, which is specifically referenced in  
4 Paragraph 45 of the FAC. Such conditions negatively impact and endanger the health and safety  
5 of the general public in that unpermitted substances entering storm drain systems is known to  
6 pollute the environment and create health and safety risks to the public. Public entities like the  
7 City are regulated by State and Federal laws to protect the environment and public safety from  
8 unpermitted runoff. While new sandbags have been placed along the perimeter of the Property  
9 since the rainy season has ended, there has not been sufficient rain during the time period of this  
10 Interrogatory to know if these efforts will be effective, unlike the prior efforts that resulted in  
11 thousands of dollars of administrative fines to the PROPERTY owners, until the rainy season  
12 resumes over the next several months. Further, the interior of the structure remains in a state of  
13 partial construction with piles of combustible junk and debris and without the benefit of fire  
14 protection systems that completed construction would have presenting a threat to public safety,  
15 and which is also specifically referenced in Paragraph 45 of the FAC. Gaps in the roof have  
16 resulted in infiltration of rainwater and the interior has flooded due to pooling of rainwater, which  
17 is also covered under Paragraph 45 of the FAC. Additionally, there are reasonably deep, open  
18 trenches on the property that have remained without any work associated with them since before  
19 the original complaint was filed. Such open trenches are a threat to public health and safety by  
20 virtue of the Property appearing completely vacant, and even abandoned due to its long-standing  
21 state of partially completed construction amounting to an attractive nuisance, which is also  
22 covered by Health & Safety Code § 17920.3 and referenced in Paragraph 45 of the FAC.  
23 Additionally, the accumulation of dried vegetation, trash, litter and debris all contribute to a fire  
24 hazard. Each and every condition stated in this response is a nuisance, and therefore covered under  
25 Health & Safety Code § 17920.3(c).

26           Discovery and investigation is ongoing and Responding Party reserves the right to  
27 supplement and amend this response as necessary  
28

1 **SPECIAL INTERROGATORY NO. 214:**

2 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
3 from the date that these Special Interrogatories were served through the date on which Responding  
4 Party's Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
5 section 17920.3(c), please state with specificity how each such "endangers the life, limb, health,  
6 property, safety or welfare of the public."

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 214:**

8 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
9 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
10 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
11 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

12 Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

14 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
15 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
16 resulted in numerous code violations and this lawsuit. In addition to unfinished construction being  
17 a violation of the MPMC, and therefore a public nuisance in itself and referenced in Paragraph 45  
18 of the FAC. Other code violations observed at the SUBJECT PROPERTY generally include illicit  
19 discharge of water runoff from the PROPERTY into the public storm drain system that can carry  
20 with it filth, rubbish, trash, litter, and other pollutants, which is specifically referenced in  
21 Paragraph 45 of the FAC. Such conditions negatively impact and endanger the health and safety  
22 of the general public in that unpermitted substances entering storm drain systems is known to  
23 pollute the environment and create health and safety risks to the public. Public entities like the  
24 City are regulated by State and Federal laws to protect the environment and public safety from  
25 unpermitted runoff. While new sandbags have been placed along the perimeter of the Property  
26 since the rainy season has ended, there has not been sufficient rain during the time period of this  
27 Interrogatory to know if these efforts will be effective, unlike the prior efforts that resulted in  
28 thousands of dollars of administrative fines to the PROPERTY owners, until the rainy season

1 resumes over the next several months. Further, the interior of the structure remains in a state of  
2 partial construction with piles of combustible junk and debris and without the benefit of fire  
3 protection systems that completed construction would have presenting a threat to public safety,  
4 and which is also specifically referenced in Paragraph 45 of the FAC. Gaps in the roof have  
5 resulted in infiltration of rainwater and the interior has flooded due to pooling of rainwater, which  
6 is also covered under Paragraph 45 of the FAC. Additionally, there are reasonably deep, open  
7 trenches on the property that have remained without any work associated with them since before  
8 the original complaint was filed. Such open trenches are a threat to public health and safety by  
9 virtue of the Property appearing completely vacant, and even abandoned due to its long-standing  
10 state of partially completed construction amounting to an attractive nuisance, which is also  
11 covered by Health & Safety Code § 17920.3 and referenced in Paragraph 45 of the FAC.  
12 Additionally, the accumulation of dried vegetation, trash, litter and debris all contribute to a fire  
13 hazard. Each and every condition stated in this response is a nuisance, and therefore covered under  
14 Health & Safety Code § 17920.3(c).

15 Discovery and investigation is ongoing and Responding Party reserves the right to  
16 supplement and amend this response as necessary.

17 **SPECIAL INTERROGATORY NO. 1: (on page 23)**

18 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
19 Code section 17920.3( c), as referenced in paragraph 45 of the First Amended Complaint, existing  
20 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed *through*  
21 *the date on which Responding Party's Responses are served*, which Responding Party contends  
22 "endangers the life, limb, health, property, safety or welfare of the public."

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

24 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
25 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
26 request has either already been produced or is equally available to the propounding party, who has  
27 greater access to the SUBJECT PARTY than Responding Party. (See Code of Civ. Proc., §  
28 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

1 Subject to and without waiving the above objections, Responding Party responds as  
2 follows:

- 3 ○ Notice of Violation issued on March 22, 2023
- 4 ○ Notice of Violation issued on March, 27, 2023
- 5 ○ Notice of Violation issued on March 28, 2023
- 6 ○ Notice of Violation issued on October 4, 2023.
- 7 ○ Administrative Citations referencing illicit discharge dated: February 23, 2023;  
8 March 22, 2023; March 27, 2023, March 28, 2023, March 29, 2023; March 30,  
9 2023; April 5, 2023; April 6, 2023; April 10, 2023; April 11,2023; April 12, 2023;  
10 April 13, 2023; April 17, 2023; April 18, 2023; April 19, 2023; and on April 20,  
11 2023.
- 12 ○ Photographs of SUBJECT PROPERTY from on or about September 4, 2024.
- 13 ○ Photographs of SUBJECT PROPERTY from on or about December 3, 2024.
- 14 ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.

15 While these dates may have preceded the time frame of this interrogatory, they still reflect  
16 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
17 referenced.

18 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
19 and/or supplement this response as necessary.

20 **SPECIAL INTERROGATORY NO. 2: (on page 24)**

21 Please IDENTIFY each and every person with knowledge of each violation of Health &  
22 Safety Code section 17920.3( c), as referenced in paragraph 45 of the First Amended Complaint,  
23 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
24 through the date on which Responding Party’s Responses are served, which Plaintiffs contend  
25 “endangers the life, limb, health, property, safety or welfare of the public.”

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

27 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
28 legal conclusion. Calls for premature expert opinion. The information sought in this discovery

1 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
2 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

- 5 ○ Rey Lozano – Senior Code Enforcement Officer – may be contacted through  
6 counsel.
- 7 ○ Dennis Tarango – Building Official – may be contacted through counsel.
- 8 ○ Defendant Edward Chan
- 9 ○ Defendant Howard Chan

10 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
11 and/or supplement this response as necessary.

12 **SPECIAL INTERROGATORY NO. 217: (on page 24)**

13 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
14 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3(e), as  
15 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
16 PROPERTY on the date that the First Amended Complaint was filed, and which “endangers the  
17 life, limb, health, property, safety or welfare of the public.”

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 217:**

19 Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
20 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
21 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
22 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

23 Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

25 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
26 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
27 resulted in numerous code violations and this lawsuit. Their code violations include illicit  
28 discharge of materials into storm drains, overgrown vegetation, unsightly property, filth, rubbish,

1 stagnant water, trash, litter, and failure to control pollutants. All of these conditions negatively  
2 impact and endanger the health and safety of residents and the general public.

3 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
4 and/or supplement this response as necessary.

5 **SPECIAL INTERROGATORY NO. 218: (on page 24)**

6 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
7 of Health & Safety Code section 17920.3(e), as referenced in paragraph 45 of the First Amended  
8 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories  
9 were served through the date on which Responding Party's Responses are served, which Plaintiffs  
10 contend "endangers the life, limb, health, property, safety or welfare of the public."

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 218:**

12 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
13 legal conclusion. Calls for premature expert opinion. The information sought in this discovery  
14 request is equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd.  
15 (c); and *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.)

16 Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

18 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
19 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
20 resulted in numerous code violations and this lawsuit. Their code violations include illicit  
21 discharge of materials into storm drains, overgrown vegetation, unsightly property, filth, rubbish,  
22 stagnant water, trash, litter, and failure to control pollutants. All of these conditions negatively  
23 impact and endanger the health and safety of residents and the general public.

24 Discovery and investigation are ongoing and Responding Party reserves the right to amend  
25 and/or supplement this response as necessary

26 **SPECIAL INTERROGATORY NO. 215: (bottom of 24, to top of 25)**

27 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
28 from the date that these Special Interrogatories were served through the date on which Responding

1 Party's Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
2 section 17920.3(e), please state with specificity how each such condition "endangers the life, limb,  
3 health, property, safety or welfare of the public."

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 215:**

5       Objection. Defendant Edward Chan's Special Interrogatories, Set 2, fails to comply to  
6 Code of Civil Procedure section 2030.060(a), which states: "A party propounding interrogatories  
7 shall number each set of interrogatories consecutively." Specifically, an interrogatory labeled as  
8 "Special Interrogatory No. 215" first appears in sequential order at the bottom of page 23 of  
9 Defendant Edward Chan's Special Interrogatories, Set 2. However, another interrogatory labeled  
10 as "Special Interrogatory No. 215" appears non-sequentially later in Defendant Edward Chan's  
11 Special Interrogatories, Set 2, on page 25. Responding Party was able to accommodate Defendant  
12 Chan's violation of Code of Civil Procedure section 2030.060(a) involving the absence of  
13 Interrogatory No. 172, because simply skipping that number does not create any undue confusion  
14 or ambiguity with responses to subsequent interrogatories. However, interrogatories that repeat  
15 the same number invites the very confusion and ambiguity that the sequential numbering mandate  
16 of the Code of Civil Procedure seeks to avoid. Accordingly, Responding Party will not respond to  
17 this interrogatory or any other that is labeled with the same number as a prior interrogatory.

18 **SPECIAL INTERROGATORY NO. 216: (on page 25 – REPEATED NUMBER)**

19       Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
20 Code section 17920.3(e), as referenced in paragraph 45 of the First Amended Complaint, existing  
21 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through  
22 the date on which Responding Party's Responses are served, which Plaintiffs contend "endangers  
23 the life, limb, health, property, safety or welfare of the public."

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 216: (on page 25 - REPEATED)**

25       Objection. Defendant Edward Chan's Special Interrogatories, Set 2, fails to comply to  
26 Code of Civil Procedure section 2030.060(a), which states: "A party propounding interrogatories  
27 shall number each set of interrogatories consecutively." Specifically, an interrogatory labeled as  
28 "Special Interrogatory No. 216" first appears in sequential order on of page 24 of Defendant

1 Edward Chan's Special Interrogatories, Set 2. However, another interrogatory labeled as "Special  
2 Interrogatory No. 216" appears non-sequentially later in Defendant Edward Chan's Special  
3 Interrogatories, Set 2, on page 25. Responding Party was able to accommodate Defendant Chan's  
4 violation of Code of Civil Procedure section 2030.060(a) involving the absence of Interrogatory  
5 No. 172, because simply skipping that number does not create any undue confusion or ambiguity  
6 with responses to subsequent interrogatories. However, interrogatories that repeat the same  
7 number invites the very confusion and ambiguity that the sequential numbering mandate of the  
8 Code of Civil Procedure seeks to avoid. Accordingly, Responding Party will not respond to this  
9 interrogatory or any other that is labeled with the same number as a prior interrogatory.

10 **SPECIAL INTERROGATORY NO. 217: (on page 25 - REPEATED)**

11 Please IDENTIFY each and every person with knowledge of each violation of Health &  
12 Safety Code section 17920.3(e), as referenced in paragraph 45 of the First Amended Complaint,  
13 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
14 through the date on which Responding Party's Responses are served, which Plaintiffs contend  
15 "endangers the life, limb, health, property, safety or welfare of the public."

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 217:**

17 Objection. Defendant Edward Chan's Special Interrogatories, Set 2, fails to comply to  
18 Code of Civil Procedure section 2030.060(a), which states: "A party propounding interrogatories  
19 shall number each set of interrogatories consecutively." Specifically, an interrogatory labeled as  
20 "Special Interrogatory No. 217" first appears in sequential order on of page 24 of Defendant  
21 Edward Chan's Special Interrogatories, Set 2. However, another interrogatory labeled as "Special  
22 Interrogatory No. 217" appears non-sequentially later in Defendant Edward Chan's Special  
23 Interrogatories, Set 2, on page 25. Responding Party was able to accommodate Defendant Chan's  
24 violation of Code of Civil Procedure section 2030.060(a) involving the absence of Interrogatory  
25 No. 172, because simply skipping that number does not create any undue confusion or ambiguity  
26 with responses to subsequent interrogatories. However, interrogatories that repeat the same  
27 number invites the very confusion and ambiguity that the sequential numbering mandate of the  
28 Code of Civil Procedure seeks to avoid. Accordingly, Responding Party will not respond to this

1 interrogatory or any other that is labeled with the same number as a prior interrogatory.

2 **SPECIAL INTERROGATORY NO. 218: (on page 25 - REPEATED)**

3 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
4 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3( g), as  
5 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
6 PROPERTY on the date that the First Amended Complaint was filed, and which “endangers the  
7 life, limb, health, property, safety or welfare of the public.”

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 218:**

9 Objection. Defendant Edward Chan’s Special Interrogatories, Set 2, fails to comply to  
10 Code of Civil Procedure section 2030.060(a), which states: “A party propounding interrogatories  
11 shall number each set of interrogatories consecutively.” Specifically, an interrogatory labeled as  
12 “Special Interrogatory No. 218” first appears in sequential order on of page 24 of Defendant  
13 Edward Chan’s Special Interrogatories, Set 2. However, another interrogatory labeled as “Special  
14 Interrogatory No. 218” appears non-sequentially later in Defendant Edward Chan’s Special  
15 Interrogatories, Set 2, on page 25. Responding Party was able to accommodate Defendant Chan’s  
16 violation of Code of Civil Procedure section 2030.060(a) involving the absence of Interrogatory  
17 No. 172, because simply skipping that number does not create any undue confusion or ambiguity  
18 with responses to subsequent interrogatories. However, interrogatories that repeat the same  
19 number invites the very confusion and ambiguity that the sequential numbering mandate of the  
20 Code of Civil Procedure seeks to avoid. Accordingly, Responding Party will not respond to this  
21 interrogatory or any other that is labeled with the same number as a prior interrogatory.

22 **SPECIAL INTERROGATORY NO. 219:**

23 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
24 of Health & Safety Code section 17920.3(g), as referenced in paragraph 45 of the First Amended  
25 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories  
26 were served through the date on which Responding Party’s Responses are served, which Plaintiffs  
27 contend “endangers the life, limb, health, property, safety or welfare of the public.”

28