



1 **RESPONSE TO SPECIAL INTERROGATORY NO. 219:**

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, the fact  
6 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
7 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
8 for context and continuity.

9           Subject to and without waiving the above objections, Responding Party responds as  
10 follows:

11           Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
12 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
13 17920.3(g). The fact various sections of the MPMC and Health and Safety Code appear in the  
14 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
15 be included for context and continuity.

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. 220:**

19           For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
20 from the date that these Special Interrogatories were served through the date on which Responding  
21 Party’s Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
22 section 17920.3(g), please state with specificity how each such “endangers the life, limb, health,  
23 property, safety or welfare of the public.”

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 220:**

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 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(g). 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. 221:**

14 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
15 Code section 17920.3(g), as referenced in paragraph 45 of the First Amended Complaint, existing  
16 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through  
17 the date on which Responding Party's Responses are served, which Plaintiffs contend "endangers  
18 the life, limb, health, property, safety or welfare of the public."

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 221:**

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, the fact  
24 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
25 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
26 for context and continuity.

27 Subject to and without waiving the above objections, Responding Party responds as  
28 follows:

1 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
2 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
3 17920.3(g). The fact various sections of the MPMC and Health and Safety Code appear in the  
4 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
5 be included for context and continuity.

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. 222:**

9 Please IDENTIFY each and every person with knowledge of each violation of Health &  
10 Safety Code section 17920.3(g), as referenced in paragraph 45 of the First Amended Complaint,  
11 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
12 through the date on which Responding Party's Responses are served, which Plaintiffs contend  
13 "endangers the life, limb, health, property, safety or welfare of the public."

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 222:**

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 fact  
19 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
20 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
21 for context and continuity.

22 Subject to and without waiving the above objections, Responding Party responds as  
23 follows:

24 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
25 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
26 17920.3(g). The fact various sections of the MPMC and Health and Safety Code appear in the  
27 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
28 be included for context and continuity.

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. 223:**

4 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
5 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3(g)(2), as  
6 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
7 PROPERTY on the date that the First Amended Complaint was filed, and which “endangers the  
8 life, limb, health, property, safety or welfare of the public.”

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 223:**

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)(2). 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. 224:**

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)(2), please state with specificity how each such "endangers the life, limb,  
3 health, property, safety or welfare of the public."

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 224:**

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)(2). 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. 225:**

22       Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
23 Code section 17920.3(g)(2), as referenced in paragraph 45 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 on which Responding Party's Responses are served, which Plaintiffs contend  
26 "endangers the life, limb, health, property, safety or welfare of the public."

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 225:**

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)(2). 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. 226:**

17 Please IDENTIFY each and every person with knowledge of each violation of Health &  
18 Safety Code section 17920.3(g)(2), as referenced in paragraph 45 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 on which Responding Party's Responses are served, which  
21 Plaintiffs contend "endangers the life, limb, health, property, safety or welfare of the public."

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 226:**

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)(2). 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. 227:**

12 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
13 of Health & Safety Code section 17920.3(g)(3), as referenced in paragraph 45 of the First  
14 Amended Complaint, existing at the SUBJECT PROPERTY from the date that these Special  
15 Interrogatories were served through the date on which Responding Party's Responses are served,  
16 which Plaintiffs contend "endangers the life, limb, health, property, safety or welfare of the  
17 public."

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 227:**

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 fact  
23 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
24 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
25 for context and continuity.

26 Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

28 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT

1 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
2 17920.3(g)(3). The fact various sections of the MPMC and Health and Safety Code appear in the  
3 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
4 be included for context and continuity.

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. 228:**

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(g)(3), please state with specificity how each such condition "endangers the life,  
12 limb, health, property, safety or welfare of the public."

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 228:**

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, the fact  
18 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
19 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
20 for context and continuity.

21 Subject to and without waiving the above objections, Responding Party responds as  
22 follows:

23 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
24 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
25 17920.3(g)(3). The fact various sections of the MPMC and Health and Safety Code appear in the  
26 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
27 be included for context and continuity.

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. 229:**

3 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
4 Code section 17920.3(g)(3), as referenced in paragraph 45 of the First Amended Complaint,  
5 existing at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed  
6 through the date on which Responding Party's Responses are served, which Plaintiffs contend  
7 "endangers the life, limb, health, property, safety or welfare of the public."

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 229:**

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.) Further, the fact  
13 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
14 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
15 for context and 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(g)(3). 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. 230:**

26 Please IDENTIFY each and every person with knowledge of each violation of Health &  
27 Safety Code section 17920.3(g)(3), as referenced in paragraph 45 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 on which Responding Party's Responses are served, which  
2 Plaintiffs contend "endangers the life, limb, health, property, safety or welfare of the public."

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 230:**

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. 231:**

21       Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
22 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3(g)(4), as  
23 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
24 PROPERTY on the date that the First Amended Complaint was filed, and which "endangers the  
25 life, limb, health, property, safety or welfare of the public."

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 231:**

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 & Safety Code appear in the FAC as recitations of law  
4 generally does not necessarily mean the SUBJECT PROPERTY is in violation of that section or  
5 any of its subsection, but are provided for context or 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 Health & Safety Code sections and their subsections appear in the  
11 FAC as recitations of law generally does not necessarily mean the SUBJECT PROPERTY is in  
12 violation of that section or any of its subsections.

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. 232:**

16 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
17 of Health & Safety Code section 17920.3(g)(4), as referenced in paragraph 45 of the First  
18 Amended Complaint, existing at the SUBJECT PROPERTY from the date that these Special  
19 Interrogatories were served through the date on which Responding Party's Responses are served,  
20 which Plaintiffs contend "endangers the life, limb, health, property, safety or welfare of the  
21 public."

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 232:**

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)(3). 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. 233:**

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(c)(4), please state with specificity how each such condition "endangers the life,  
16 limb, health, property, safety or welfare of the public."

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 233:**

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, there is  
22 no reference in paragraph 45 of the FAC to a "Health & Safety Code section 17920.3(c)(4)," nor  
23 does that section exist in the Health & Safety Code. While Responding Party has made reasonable  
24 inferences and responded to other interrogatories herein with errors in the code sections  
25 referenced, Responding Party is unable to reasonably infer what code section Defendant Edward  
26 Chan intended this interrogatory to refer to, particularly where it appears to be identically verbatim  
27 to a prior interrogatory, except that it refers to "section 17920.3(c)" rather than "section  
28 17920.3(c)(4)".

1 **SPECIAL INTERROGATORY NO. 234:**

2 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
3 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. 234:**

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. 235:**

20 Please IDENTIFY each and every person with knowledge of each violation of Health &  
21 Safety Code section 17920.3(c)(4), 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. 235:**

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, there is  
2 no reference in paragraph 45 of the FAC to a “Health & Safety Code section 17920.3(c)(4),” nor  
3 does that section exist in the Health & Safety Code. While Responding Party has made reasonable  
4 inferences and responded to other interrogatories herein with errors in the code sections  
5 referenced, Responding Party is unable to reasonably infer what code section Defendant Edward  
6 Chan intended this interrogatory to refer to, particularly where it appears to be identically verbatim  
7 to a prior interrogatory, except that it refers to “section 17920.3(c)” rather than “section  
8 17920.3(c)(4)”.

9 **SPECIAL INTERROGATORY NO. 236:**

10 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
11 of Health & Safety Code section 17920.3(h), as referenced in paragraph 45 of the First Amended  
12 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories  
13 were served through the date on which Responding Party’s Responses are served, which Plaintiffs  
14 contend “endangers the life, limb, health, property, safety or welfare of the public.”

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 236:**

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. 237:**

5 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
6 from the date that these Special Interrogatories were served through the date on which Responding  
7 Party's Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
8 section 17920.3(h), please state with specificity how each such condition "endangers the life, limb,  
9 health, property, safety or welfare of the public."

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 237:**

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.) Further, the fact  
15 various sections of the MPMC and Health and Safety Code appear in the FAC does not  
16 necessarily mean the SUBJECT PROPERTY is in violation of that section, but may be included  
17 for context and continuity.

18 Subject to and without waiving the above objections, Responding Party responds as  
19 follows:

20 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
21 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
22 17920.3(h). The fact various sections of the MPMC and Health and Safety Code appear in the  
23 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
24 be included for context and continuity.

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. 238:**

28 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety

1 Code section 17920.3(h), 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. 238:**

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 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
16 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
17 17920.3(h). The fact various sections of the MPMC and Health and Safety Code appear in the  
18 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
19 be included for context and continuity.

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. 239:**

23 Please IDENTIFY each and every person with knowledge of each violation of Health &  
24 Safety Code section 17920.3(h), as referenced in paragraph 45 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 on which Responding Party's Responses are served, which Plaintiffs contend  
27 "endangers the life, limb, health, property, safety or welfare of the public."  
28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 239:**

2           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
3 legal Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for legal  
4 conclusion. Calls for premature expert opinion. 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.) Further, the fact various  
7 sections of the MPMC and Health and Safety Code appear in the FAC does not necessarily mean  
8 the SUBJECT PROPERTY is in violation of that section, but may be included for context and  
9 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(h). 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. 240:**

20           Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the  
21 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3(I), as  
22 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
23 PROPERTY on the date that the First Amended Complaint was filed, and which “endangers the  
24 life, limb, health, property, safety or welfare of the public.”

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 240:**

26           Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for  
27 legal Objection. Vague, ambiguous, and overbroad as to the meaning of “violation.” Calls for legal  
28 conclusion. Calls for premature expert opinion. 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.) Further, the fact various  
3 sections of the MPMC and Health and Safety Code appear in the FAC does not necessarily mean  
4 the SUBJECT PROPERTY is in violation of that section, but may be included for context and  
5 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(i). 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. 241:**

16 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
17 of Health & Safety Code section 17920.3(I), as referenced in paragraph 45 of the First Amended  
18 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories  
19 were served through the date on which Responding Party's Responses are served, which Plaintiffs  
20 contend "endangers the life, limb, health, property, safety or welfare of the public."

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 241:**

22 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
23 legal Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for legal  
24 conclusion. Calls for premature expert opinion. The information sought in this discovery request is  
25 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
26 *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact various  
27 sections of the MPMC and Health and Safety Code appear in the FAC does not necessarily mean  
28 the SUBJECT PROPERTY is in violation of that section, but may be included for context and

1 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(i). 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. 242:**

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(I), please state with specificity how each such condition "endangers the life, limb,  
16 health, property, safety or welfare of the public."

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 242:**

18 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
19 legal Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for legal  
20 conclusion. Calls for premature expert opinion. The information sought in this discovery request is  
21 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
22 *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact various  
23 sections of the MPMC and Health and Safety Code appear in the FAC does not necessarily mean  
24 the SUBJECT PROPERTY is in violation of that section, but may be included for context and  
25 continuity.

26 Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

28 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT

1 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
2 17920.3(i). The fact various sections of the MPMC and Health and Safety Code appear in the  
3 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
4 be included for context and continuity.

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. 243:**

8 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
9 Code section 17920.3(I), as referenced in paragraph 45 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 on which Responding Party's Responses are served, which Plaintiffs contend "endangers  
12 the life, limb, health, property, safety or welfare of the public."

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 243:**

14 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
15 legal Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for legal  
16 conclusion. Calls for premature expert opinion. The information sought in this discovery request is  
17 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
18 *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact various  
19 sections of the MPMC and Health and Safety Code appear in the FAC does not necessarily mean  
20 the SUBJECT PROPERTY is in violation of that section, but may be included for context and  
21 continuity.

22 Subject to and without waiving the above objections, Responding Party responds as  
23 follows:

24 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
25 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
26 17920.3(i). The fact various sections of the MPMC and Health and Safety Code appear in the  
27 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
28 be included for context and continuity.

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. 244:**

4 Please IDENTIFY each and every person with knowledge of each violation of Health &  
5 Safety Code section 17920.3(I), 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. 244:**

10 Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for  
11 legal Objection. Vague, ambiguous, and overbroad as to the meaning of "violation." Calls for legal  
12 conclusion. Calls for premature expert opinion. The information sought in this discovery request is  
13 equally available to the propounding party. (See Code of Civ. Proc., § 2030.220 subd. (c); and  
14 *Alpine Mutual Water Co. v. Superior Court* (1968) 259 Cal.App.2d 45.) Further, the fact various  
15 sections of the MPMC and Health and Safety Code appear in the FAC does not necessarily mean  
16 the SUBJECT PROPERTY is in violation of that section, but may be included for context and  
17 continuity.

18 Subject to and without waiving the above objections, Responding Party responds as  
19 follows:

20 Responding Party is not asserting, and the FAC does not plead, that the SUBJECT  
21 PROPERTY is or was in violation of the specific provisions of Health & Safety Code section  
22 17920.3(i). The fact various sections of the MPMC and Health and Safety Code appear in the  
23 FAC does not necessarily mean the SUBJECT PROPERTY is in violation of that section, but may  
24 be included for context and continuity.

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. 245:**

28 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY which the

1 City of Monterey Park contends is in violation of Health & Safety Code section 17920.3(j), as  
2 referenced in paragraph 45 of the First Amended Complaint, existing at the SUBJECT  
3 PROPERTY on the date that the First Amended Complaint was filed, and which “endangers the  
4 life, limb, health, property, safety or welfare of the public.”

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 245:**

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 **Notice of Violation issued on October 4, 2023**

13 MPMC 4.30.050(j) – Overgrown vegetation - Any overgrown, dead, decayed,  
14 diseased or hazardous tree, weeds, vegetation, or debris which: (1) May harbor rats vermin, or  
15 other disease carriers, (2) Is maintained so as to cause an obstruction to the vision of motorists or a  
16 hazardous condition to pedestrians or vehicle traffic, (3) Constitutes an unsightly appearance, (4)  
17 Creates a danger or attractive nuisance to the public, (5) Causes detriment to neighboring  
18 properties or property values, or (6) Constitutes a fire hazard. The photographs contained in this  
19 notice of violation shows the SUBJECT PROPERTY with overgrown vegetation.

20 Further, the property continues to have an accumulation of weeds, vegetation, junk, dead  
21 organic matter, and debris, which constitutes a fire hazard and would amount to an illicit discharge  
22 if carried by water from the SUBJECT PROPERTY and into the public right-of-way and storm  
23 drain system, as depicted in photographs taken on or about September 4, 2024, and on December  
24 3, 2024. Such threats of fire and pollution “endangers the life, limb, health, property, safety or  
25 welfare of the public.”

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. 246:**

2 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
3 of Health & Safety Code section 17920.3(j), as referenced in paragraph 45 of the First Amended  
4 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories  
5 were served through the date on which Responding Party’s Responses are served, which Plaintiffs  
6 contend “endangers the life, limb, health, property, safety or welfare of the public.”

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 246:**

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 MPMC 4.30.050(j) – Overgrown vegetation - Any overgrown, dead, decayed,  
16 diseased or hazardous tree, weeds, vegetation, or debris which: (1) May harbor rats vermin, or  
17 other disease carriers, (2) Is maintained so as to cause an obstruction to the vision of motorists or a  
18 hazardous condition to pedestrians or vehicle traffic, (3) Constitutes an unsightly appearance, (4)  
19 Creates a danger or attractive nuisance to the public, (5) Causes detriment to neighboring  
20 properties or property values, or (6) Constitutes a fire hazard. The photographs contained in this  
21 notice of violation shows the SUBJECT PROPERTY with overgrown vegetation.

22 Further, the property continues to have an accumulation of weeds, vegetation, junk, dead  
23 organic matter, and debris, which constitutes a fire hazard and would amount to an illicit discharge  
24 if carried by water from the SUBJECT PROPERTY and into the public right-of-way and storm  
25 drain system, as depicted in photographs taken on or about September 4, 2024, and on December  
26 3, 2024. Such threats of fire and pollution “endangers the life, limb, health, property, safety or  
27 welfare of the public.”

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. 247:**

3 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
4 from the date that these Special Interrogatories were served through the date on which Responding  
5 Party's Responses are served, which Plaintiffs allege to be in violation of Health & Safety Code  
6 section 17920.3(j), please state with specificity how each such "endangers the life, limb, health,  
7 property, safety or welfare of the public."

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 247:**

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 October 4, 2023**

16 MPMC 4.30.050(j) – Overgrown vegetation - Any overgrown, dead, decayed,  
17 diseased or hazardous tree, weeds, vegetation, or debris which: (1) May harbor rats vermin, or  
18 other disease carriers, (2) Is maintained so as to cause an obstruction to the vision of motorists or a  
19 hazardous condition to pedestrians or vehicle traffic, (3) Constitutes an unsightly appearance, (4)  
20 Creates a danger or attractive nuisance to the public, (5) Causes detriment to neighboring  
21 properties or property values, or (6) Constitutes a fire hazard. The photographs contained in this  
22 notice of violation shows the SUBJECT PROPERTY with overgrown vegetation.

23 Further, the property continues to have an accumulation of weeds, vegetation, junk, dead  
24 organic matter, and debris, which constitutes a fire hazard and would amount to an illicit discharge  
25 if carried by water from the SUBJECT PROPERTY and into the public right-of-way and storm  
26 drain system, as depicted in photographs taken on or about September 4, 2024, and on December  
27 3, 2024. Such threats of fire and pollution "endangers the life, limb, health, property, safety or  
28 welfare of the public."

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. 248:**

4 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
5 Code section 17920.3(j), as referenced in paragraph 45 of the First Amended Complaint, existing  
6 at the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through  
7 the date on which Responding Party's Responses are served, which Plaintiffs contend "endangers  
8 the life, limb, health, property, safety or welfare of the public."

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 248:**

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 October 4, 2023.
- 17 ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.
- 18 ○ Photographs of SUBJECT PROPERTY taken on or about September 4, 2024.
- 19 ○ Photographs of SUBJECT PROPERTY taken on or about December 3, 2024.

20 While these dates may have preceded the time frame of this interrogatory, they still reflect  
21 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
22 referenced.

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. 249:**

26 Please IDENTIFY each and every person with knowledge of each violation of Health &  
27 Safety Code section 17920.3(j), as referenced in paragraph 45 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 on which Responding Party's Responses are served, which Plaintiffs contend  
2 "endangers the life, limb, health, property, safety or welfare of the public."

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 249:**

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)
- 12 ○ Defendant Edward Chan
- 13 ○ Defendant Howard Chan

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. 250:**

17 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing at  
18 the SUBJECT PROPERTY on the date that the First Amended Complaint was filed, which poses  
19 "an imminent and substantial danger to life and safety" as referenced in paragraph 46 of the First  
20 Amended Complaint.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 250:**

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 that includes conditions amounting to an  
3 “imminent and substantial danger to life and safety, as described in Health & Safety Code §  
4 17980.6”. Such conditions observed at the SUBJECT PROPERTY generally include illicit  
5 discharge of water runoff from the PROPERTY into the public storm drain system that can carry  
6 with it filth, rubbish, trash, litter, and other pollutants. Such conditions negatively impact and  
7 endanger the health and safety of the general public in that unpermitted substances entering storm  
8 drain systems are known to pollute the environment and create health risks to the public. Public  
9 entities like the City are closely regulated by State and Federal laws to protect the environment  
10 and public safety from unpermitted runoff. Further, the interior of the structure remains in a state  
11 of partial construction with piles of combustible junk and debris and without the benefit of fire  
12 protection systems due to incomplete construction. The accumulation of dried vegetation, trash,  
13 litter and debris also contribute to a fire hazard. Additionally, there are reasonably deep, open  
14 trenches on the property that have remained without any work associated with them since before  
15 the original complaint was filed. Such open trenches are a threat to public health and safety by  
16 virtue of the Property appearing completely vacant, even abandoned, due to its long-standing state  
17 of partially completed construction without any work crews on sight to give the appearance of any  
18 human presence on site – and which invites trespassers as an 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. 251:**

22       Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY in violation  
23 of Health & Safety Code section 17920.3( c), as referenced in paragraph 45 of the First Amended  
24 Complaint, existing at the SUBJECT PROPERTY from the date that these Special Interrogatories  
25 were served through the date on which Responding Party’s Responses are served, which poses “an  
26 imminent and substantial danger to life and safety” as referenced in paragraph 46 of the First  
27 Amended Complaint.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 251:**

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 have not completed construction of the SUBJECT PROPERTY, despite having  
9 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
10 resulted in numerous code violations and this lawsuit that includes conditions amounting to an  
11 “imminent and substantial danger to life and safety, as described in Health & Safety Code §  
12 17980.6”. Such conditions observed at the SUBJECT PROPERTY generally include illicit  
13 discharge of water runoff from the PROPERTY into the public storm drain system that can carry  
14 with it filth, rubbish, trash, litter, and other pollutants. Such conditions negatively impact and  
15 endanger the health and safety of the general public in that unpermitted substances entering storm  
16 drain systems are known to pollute the environment and create health risks to the public. Public  
17 entities like the City are closely regulated by State and Federal laws to protect the environment  
18 and public safety from unpermitted runoff. Further, the interior of the structure remains in a state  
19 of partial construction with piles of combustible junk and debris and without the benefit of fire  
20 protection systems due to incomplete construction. The accumulation of dried vegetation, trash,  
21 litter and debris also contribute to a fire hazard. Additionally, there are reasonably deep, open  
22 trenches on the property that have remained without any work associated with them since before  
23 the original complaint was filed. Such open trenches are a threat to public health and safety by  
24 virtue of the Property appearing completely vacant, even abandoned, due to its long-standing state  
25 of partially completed construction without any work crews on sight to give the appearance of any  
26 human presence on site – and which invites trespassers as an attractive nuisance.

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. 252:**

2 For each condition at the SUBJECT PROPERTY, existing at the SUBJECT PROPERTY  
3 from the date that these Requests were served through the date on which Responding Party's  
4 Responses are served, which Plaintiffs contend poses "an imminent and substantial danger to life  
5 and safety," as referenced in paragraph 46 of the Complaint, please state with specificity how each  
6 such condition constitutes "an imminent and substantial danger to life and safety."

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 252:**

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 that includes conditions amounting to an  
17 "imminent and substantial danger to life and safety, as described in Health & Safety Code §  
18 17980.6". Such conditions 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. Such conditions negatively impact and  
21 endanger the health and safety of the general public in that unpermitted substances entering storm  
22 drain systems are known to pollute the environment and create health risks to the public. Public  
23 entities like the City are closely regulated by State and Federal laws to protect the environment  
24 and public safety from unpermitted runoff. Further, the interior of the structure remains in a state  
25 of partial construction with piles of combustible junk and debris and without the benefit of fire  
26 protection systems due to incomplete construction. The accumulation of dried vegetation, trash,  
27 litter and debris also contribute to a fire hazard. Additionally, there are reasonably deep, open  
28 trenches on the property that have remained without any work associated with them since before

1 the original complaint was filed. Such open trenches are a threat to public health and safety by  
2 virtue of the Property appearing completely vacant, even abandoned, due to its long-standing state  
3 of partially completed construction without any work crews on sight to give the appearance of any  
4 human presence on site – and which invites trespassers as an attractive nuisance.

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. 253:**

8 Please LIST each and every DOCUMENT which evidences a violation of Health & Safety  
9 Code section 17980.6, as referenced in paragraph 46 of the First Amended Complaint, existing at  
10 the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through the  
11 date on which Responding Party’s Responses are served, which Plaintiffs contend “endangers the  
12 life, limb, health, property, safety or welfare of the public.”

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 253:**

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 October 4, 2023.
- 21 ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.
- 22 ○ Photographs of the SUBJECT PROPERTY taken on or about September 4, 2024.
- 23 ○ Photographs of the SUBJECT PROPERTY taken on or about December 3, 2024.

24 While these dates may have preceded the time frame of this interrogatory, they still reflect  
25 conditions present on, or general state of, the SUBJECT PROPERTY during the time frame  
26 referenced.

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. 254:**

2 Please IDENTIFY each and every person with knowledge of each violation of Health &  
3 Safety Code section 17980.6, as referenced in paragraph 46 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. 254:**

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 for City of Monterey Park (who  
15 may be contacted through counsel).
- 16 ○ Defendant Edward Chan.
- 17 ○ Defendant Howard Chan.

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. 255:**

21 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing at  
22 the SUBJECT PROPERTY on the date that the First Amended Complaint was filed, which  
23 "would cause irreparable injury to be suffered by surrounding neighbors" if a receivership is not  
24 granted, as alleged in 46 of the First Amended Complaint.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 255:**

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 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
5 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
6 resulted in numerous code violations and this lawsuit. Their code violations include illicit  
7 discharge of materials into storm drains, overgrown vegetation, unsightly property, filth, rubbish,  
8 stagnant water, trash, litter, and failure to control pollutants. All of these conditions negatively  
9 impact and endanger the health and safety of residents and the general public. Moreover, the blight  
10 on the SUBJECT PROPERTY diminished the value and business opportunities for the  
11 surrounding properties.

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. 256:**

15 Please DESCRIBE IN DETAIL each condition at the SUBJECT PROPERTY existing at  
16 the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through the  
17 date on which Responding Party's Responses are served, which "would cause irreparable injury to  
18 be suffered by surrounding neighbors" if a receivership is not granted, as alleged in 46 of the First  
19 Amended Complaint.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 256:**

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. Public entities like the City are closely  
9 regulated by State and Federal laws to protect the environment and public safety from unpermitted  
10 runoff. Further, the interior of the structure remains in a state of partial construction with piles of  
11 combustible junk and debris and without the benefit of fire protection systems due to incomplete  
12 construction. The accumulation of dried vegetation, trash, litter and debris also contribute to a fire  
13 hazard. Additionally, there are reasonably deep, open trenches on the property that have remained  
14 without any work associated with them since before the original complaint was filed. Such open  
15 trenches are a threat to public health and safety by virtue of the Property appearing completely  
16 vacant, even abandoned, due to its long-standing state of partially completed construction without  
17 any work crews on sight to give the appearance of any human presence on site – and which invites  
18 trespassers as an 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. 257:**

22       Please state with specificity how each condition at the SUBJECT PROPERTY, existing at  
23 the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through the  
24 date on which Responding Party’s Responses are served, which Plaintiffs contend “would cause  
25 irreparable injury to be suffered by surrounding neighbors,” would indeed cause such irreparable  
26 injury to the owner of the undeveloped vacant lot at 780 W. Garvey Avenue, in Monterey Park,  
27 specifically, at the southeast corner of Atlantic Boulevard and Garvey Avenue.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 257:**

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 have not completed construction of the SUBJECT PROPERTY, despite having  
9 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
10 resulted in numerous code violations and this lawsuit that includes conditions amounting to an  
11 “imminent and substantial danger to life and safety, as described in Health & Safety Code §  
12 17980.6” including businesses and residences in the immediate vicinity. Such conditions observed  
13 at the SUBJECT PROPERTY generally include illicit discharge of water runoff from the  
14 PROPERTY into the public storm drain system that can carry with it filth, rubbish, trash, litter,  
15 and other pollutants. Such conditions negatively impact and endanger the health and safety of the  
16 general public in that unpermitted substances entering storm drain systems are known to pollute  
17 the environment and create health risks to the public. Public entities like the City are closely  
18 regulated by State and Federal laws to protect the environment and public safety from unpermitted  
19 runoff. Further, the interior of the structure remains in a state of partial construction with piles of  
20 combustible junk and debris and without the benefit of fire protection systems due to incomplete  
21 construction. The accumulation of dried vegetation, trash, litter and debris also contribute to a fire  
22 hazard. Additionally, there are reasonably deep, open trenches on the property that have remained  
23 without any work associated with them since before the original complaint was filed. Such open  
24 trenches are a threat to public health and safety by virtue of the Property appearing completely  
25 vacant, even abandoned, due to its long-standing state of partially completed construction without  
26 any work crews on sight to give the appearance of any human presence on site – and which invites  
27 trespassers as an 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. 258:**

3 Please LIST each DOCUMENT which evidences the irreparable injury that would be  
4 suffered by the owner of the undeveloped vacant lot at 780 W. Garvey Avenue, in Monterey Park,  
5 if a receiver is not appointed.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 258:**

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 October 4, 2023.
- 14 ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.
- 15 ○ Photographs of the SUBJECT PROPERTY taken on or about September 4, 2024.
- 16 ○ Photographs of the SUBJECT PROPERTY taken on or about December 3, 2024.

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. 259:**

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 780 W. Garvey Avenue, in Monterey Park,  
25 if a receiver is not appointed.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 259:**

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 Edward Chan.
- 8 ○ Defendant Howard 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. 260:**

12 Please state with specificity how each condition at the SUBJECT PROPERTY, existing at  
13 the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through the  
14 date on which Responding Party’s Responses are served, which Plaintiffs contend “would cause  
15 irreparable injury to be suffered by surrounding neighbors,” would indeed cause such irreparable  
16 injury to the owner of the undeveloped vacant lot at 800 W. Garvey Avenue, in Monterey Park,  
17 specifically, the real property at the southwest corner of Atlantic Boulevard and Garvey Avenue.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 260:**

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 lot at 800 W. Garvey Avenue, in Monterey Park, specifically, the real  
28 property at the southwest corner of Atlantic Boulevard and Garvey Avenue.” This is primarily due

1 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. 261:**

5 Please LIST each DOCUMENT which evidences the irreparable injury that would be  
6 suffered by the owner of the undeveloped vacant lot at southwest corner of Atlantic Boulevard and  
7 Garvey Avenue, in Monterey Park, if a receiver is not appointed.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 261:**

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 result in “irreparable injury that would be suffered by the  
17 owner of the undeveloped vacant lot at southwest corner of Atlantic Boulevard and Garvey  
18 Avenue, in Monterey Park, if a receiver is not appointed.” This is primarily due to the fact that that  
19 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. 262:**

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 the southwest corner of Atlantic Boulevard  
25 and Garvey Avenue if a receiver is not appointed.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 262:**

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 result in “irreparable injury that would be suffered by the  
7 owner of the undeveloped vacant lot at southwest corner of Atlantic Boulevard and Garvey  
8 Avenue, in Monterey Park, if a receiver is not appointed.” This is primarily due to the fact that that  
9 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. 263:**

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 of the undeveloped vacant 220 N. Atlantic Boulevard, in Monterey Park,  
18 specifically, the lot directly to the north of the shopping center at which the SUBJECT  
19 PROPERTY is located.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 263:**

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, nor does it allege in the FAC, that the conditions of  
28 the SUBJECT PROPERTY “would indeed cause such irreparable injury to the owner of the

1 undeveloped vacant 220 N. Atlantic Boulevard, in Monterey Park, specifically, the lot directly to  
2 the north of the shopping center at which the SUBJECT PROPERTY is located.” This is primarily  
3 due to the fact that that property is a vacant lot without any persons occupying it.

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. 264:**

7 Please LIST each DOCUMENT which evidences the irreparable injury that would be  
8 suffered by the owner of the undeveloped vacant lot at 220 N. Atlantic Boulevard in Monterey  
9 Park, if a receiver is not appointed.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 264:**

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, nor does it allege in the FAC, that the conditions of  
18 the SUBJECT PROPERTY “would indeed cause such irreparable injury to the owner of the  
19 undeveloped vacant 220 N. Atlantic Boulevard, in Monterey Park, specifically, the lot directly to  
20 the north of the shopping center at which the SUBJECT PROPERTY is located.” This is primarily  
21 due to the fact that that property is a vacant lot without any persons occupying it.

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. 265:**

25 Please IDENTIFY each person with knowledge of the irreparable injury that would be  
26 suffered by the owner of the undeveloped vacant lot at 220 N. Atlantic Boulevard in Monterey  
27 Park, if a receiver is not appointed.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 265:**

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, nor does it allege in the FAC, that the conditions of  
9 the SUBJECT PROPERTY “would indeed cause such irreparable injury to the owner of the  
10 undeveloped vacant 220 N. Atlantic Boulevard, in Monterey Park, specifically, the lot directly to  
11 the north of the shopping center at which the SUBJECT PROPERTY is located.” This is primarily  
12 due to the fact that that property is a vacant lot without any persons occupying it.

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. 266:**

16           Please state with specificity how each condition at the SUBJECT PROPERTY, existing at  
17 the SUBJECT PROPERTY from the date that the First Amended Complaint was filed through the  
18 date on which Responding Party’s Responses are served, which Plaintiffs contend “would cause  
19 irreparable injury to be suffered by surrounding neighbors,” would indeed cause such irreparable  
20 injury to the owner and/or owners of the commercial property located at 111 N. Atlantic  
21 Boulevard (specifically, the commercial property at the northwest corner Atlantic Boulevard and  
22 Garvey Avenue) if a receiver is not appointed.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 266:**

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 Defendants have not completed construction of the SUBJECT PROPERTY, despite having  
3 years to do so. Their failure to make progress on completing the SUBJECT PROPERTY has  
4 resulted in numerous code violations and this lawsuit that includes conditions amounting to an  
5 “imminent and substantial danger to life and safety, as described in Health & Safety Code §  
6 17980.6” including businesses and residences in the immediate vicinity. Such conditions observed  
7 at the SUBJECT PROPERTY generally include illicit discharge of water runoff from the  
8 PROPERTY into the public storm drain system that can carry with it filth, rubbish, trash, litter,  
9 and other pollutants. Such conditions negatively impact and endanger the health and safety of the  
10 general public in that unpermitted substances entering storm drain systems are known to pollute  
11 the environment and create health risks to the public. Occupants of 111 N. Atlantic Blvd. could  
12 reasonably be placed in danger by such pollutants due to their proximity, and such illicit runoff  
13 into the public right-of-way is known to create a hazard to those walking on public sidewalks and  
14 travelling on public streets. Further, the interior of the structure remains in a state of partial  
15 construction with piles of combustible junk and debris and without the benefit of fire protection  
16 systems due to incomplete construction. The accumulation of dried vegetation, trash, litter and  
17 debris also contribute to a fire hazard. A structure fire at the SUBJECT PROPERTY would  
18 present a very real threat of irreparable injury to persons and structures at 111 N. Atlantic Blvd.  
19 Additionally, there are reasonably deep, open trenches on the property that have remained without  
20 any work associated with them since before the original complaint was filed. Such open trenches  
21 are a threat to public health and safety by virtue of the Property appearing completely vacant, even  
22 abandoned, due to its long-standing state of partially completed construction without any work  
23 crews on sight to give the appearance of any human presence on site – and which, for example,  
24 could reasonably invite individuals who may have become intoxicated at an eating establishment  
25 at 111 N. Atlantic Blvd. to enter onto the SUBJECT PROPERTY due to it being an attractive  
26 nuisance.

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. 267:**

2 Please LIST each DOCUMENT which evidences the irreparable injury that would be  
3 suffered by the owner and/or owners of the commercial property located at 111 N. Atlantic  
4 Boulevard if a receiver is not appointed.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 267:**

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 ○ Notice of Violation issued on October 4, 2023.
- 13 ○ Photographs of SUBJECT PROPERTY from on or about July 24, 2024.
- 14 ○ Photographs of the SUBJECT PROPERTY taken on or about September 4, 2024.
- 15 ○ Photographs of the SUBJECT PROPERTY taken on or about December 3, 2024.

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. 268:**

22 Please IDENTIFY each person with knowledge of the irreparable injury that would be  
23 suffered by the owner of the commercial property located at 111 N. Atlantic Boulevard if a  
24 receiver is not appointed.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 268:**

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 ○ Rey Lozano – Senior Code Enforcement Officer for City of Monterey Park (who
- 5 may be contacted through counsel)
- 6 ○ Defendant Edward Chan.
- 7 ○ Defendant Howard Chan.

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. 269:**

11 Is former City Manager Ron Bow presently employed by Transtech?

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 269:**

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, Ron Bow  
17 is no longer an employee of the City of Monterey Park and his current employer are irrelevant to  
18 Defendants’ failure to finish construction and associated public nuisances at SUBJECT  
19 PROPERTY.

20 Subject to and without waiving the above objections, Responding Party responds as  
21 follows:

22 Responding Party has no personal and direct knowledge of Ron Bow’s current  
23 employment is and therefore cannot respond competently under oath to such information. Ron  
24 Bow is not engaged in any work for the City of Monterey Park through an private company or  
25 otherwise. Requesting Parties indicates that they believe Ron Bow is employed by Transtech  
26 Engineers, Inc., a private company. Requesting Parties have equal access to Transtech Engineers,  
27 Inc. to inquire of its current employees.

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. 270:**

3 If former City Manager Ron Bow is presently employed by Transtech, please state the time  
4 elapsed from his retirement from employment at the City of Monterey Park and the  
5 commencement of his employment at Transtech.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 270:**

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 and associated public nuisances at SUBJECT  
13 PROPERTY.

14 Subject to and without waiving the above objections, Responding Party responds as  
15 follows:

16 Responding Party has no personal and direct knowledge of Ron Bow’s current  
17 employment is and therefore cannot respond competently under oath to such information. Ron  
18 Bow is not engaged in any work for the City of Monterey Park through an private company or  
19 otherwise. Requesting Parties indicates that they believe Ron Bow is employed by Transtech  
20 Engineers, Inc., a private company. Requesting Parties have equal access to Transtech Engineers,  
21 Inc. to inquire of its current employees.

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. 271:**

25 Between January 1, 2004 and January 1, 2023, was Building Official Tarango employed  
26 by D&J Municipal Services, Inc.?

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 271:**

28 Objection. Whether between January 1, 2004 and January 1, 2023, Building Official

1 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
2 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
3 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
4 years ago. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263  
5 CA2d 12, 18.) Further, this interrogatory's only purpose is to harass, annoy, and cause  
6 unnecessary expenditure of resources of Responding Party. Purely as a gesture of goodwill and in  
7 the spirit of avoiding spurious conflict and claims at this moment, Responding Party will respond  
8 to this interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
9 Responding Party reserves the right to refuse to respond to any future such interrogatories or  
10 related discovery requests, and, without limitation, seek judicial intervention in response to the  
11 same.

12           Subject to and without waiving the above objections, Responding Party responds as  
13 follows:

14           Yes.

15 **SPECIAL INTERROGATORY NO. 272:**

16           If, between January 1, 2008 and January 1, 2023, Building Official Tarango employed by  
17 D&J Municipal Services, Inc., please state the dates of such employment?

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 272:**

19           Objection. Whether between January 1, 2004 and January 1, 2023, Building Official  
20 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
21 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
22 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
23 years ago. Further, this interrogatory's only purpose is to harass, annoy, and cause unnecessary  
24 expenditure of resources of Responding Party. Purely as a gesture of goodwill and in the spirit of  
25 avoiding spurious conflict and claims at this moment, Responding Party will respond to this  
26 interrogatory, which is not an admission of relevance. Requesting Party is on notice that any  
27 response to this interrogatory is in no sense acknowledgment of its legitimacy and Responding  
28 Party reserves the right to refuse to respond to any future such interrogatories or related discovery

1 requests, and, without limitation, seek judicial intervention in response to the same.

2 Subject to and without waiving the above objections, Responding Party responds as  
3 follows:

4 Dennis Tarango was employed by D&J Municipal Services, Inc., between 1999-2010. Mr.  
5 Tarango, who is a contractor with the City, represents to Responding Part that he does not know  
6 the exact dates of that employment to provide a more specific response.

7 **SPECIAL INTERROGATORY NO. 273:**

8 Between January 1, 2008 and January 1, 2023, did Building Official Tarango hold an  
9 ownership interest in D&J Municipal Services, Inc.?

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 273:**

11 Objection. Whether between January 1, 2004 and January 1, 2023, Building Official  
12 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
13 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
14 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
15 years ago. Further, this interrogatory's only purpose is to harass, annoy, and cause unnecessary  
16 expenditure of resources of Responding Party. (Code of Civ. Proc, § 2017.010; *Columbia Board.*  
17 *Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Purely as a gesture of goodwill and in the spirit  
18 of avoiding spurious conflict and claims at this moment, Responding Party will respond to this  
19 interrogatory, which is not an admission of relevance. Requesting Party is on notice that any  
20 response to this interrogatory is in no sense acknowledgment of its legitimacy and Responding  
21 Party reserves the right to refuse to respond to any future such interrogatories or related discovery  
22 requests, and, without limitation, seek judicial intervention in response to the same.

23 Subject to and without waiving the above objections, Responding Party responds as  
24 follows:

25 No.

26 **SPECIAL INTERROGATORY NO. 274:**

27 If, between January 1, 2008 and January 1, 2023, Building Official Tarango employed [*sic*]  
28 by D&J Municipal Services, Inc., please state the dates he held each and every such ownership

1 interest.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 274:**

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. Further, this interrogatory's only purpose is to harass, annoy, and cause unnecessary  
8 expenditure of resources of Responding Party. (Code of Civ. Proc, § 2017.010; *Columbia Board*  
9 *Sys. v Superior Court* (1968) 263 CA2d 12, 18.) 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 any  
12 response to this interrogatory is in no sense acknowledgment of its legitimacy and Responding  
13 Party reserves the right to refuse to respond to any future such interrogatories or related discovery  
14 requests, and, without limitation, seek judicial intervention in response to the same.

15 Subject to and without waiving the above objections, Responding Party responds as  
16 follows:

17 Not applicable.

18 **SPECIAL INTERROGATORY NO. 275:**

19 Between January 1, 2008 and January 1, 2023, did Building Official Tarango a manager  
20 [sic], director or officer of D&J Municipal Services, Inc.?

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 275:**

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  
28 unnecessary expenditure of resources of Responding Party. Purely as a gesture of goodwill and in

1 the spirit of avoiding spurious conflict and claims at this moment, Responding Party will respond  
2 to this interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
3 any response to this interrogatory is in no sense acknowledgment of its legitimacy and Responding  
4 Party reserves the right to refuse to respond to any future such interrogatories or related discovery  
5 requests, and, without limitation, seek judicial intervention in response to the same.

6 Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8 No.

9 **SPECIAL INTERROGATORY NO. 276:**

10 If, between January 1, 2008 and January 1, 2023, Building Official Tarango was a  
11 manager, officer or director of D&J Municipal Services, Inc., please state the dates he held each  
12 such position?

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 276:**

14 Objection. Whether between January 1, 2004 and January 1, 2023, Building Official  
15 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
16 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
17 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
18 years ago. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263  
19 CA2d 12, 18.) Further, this interrogatory's only purpose is to harass, annoy, and cause  
20 unnecessary expenditure of resources of Responding Party. Purely as a gesture of goodwill and in  
21 the spirit of avoiding spurious conflict and claims at this moment, Responding Party will respond  
22 to this interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
23 any response to this interrogatory is in no sense acknowledgment of its legitimacy and Responding  
24 Party reserves the right to refuse to respond to any future such interrogatories or related discovery  
25 requests, and, without limitation, seek judicial intervention in response to the same.

26 Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

28 Not applicable.

1 **SPECIAL INTERROGATORY NO. 277:**

2 Did Building Official Tarango ever provide professional services to the City of Bell?

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 277:**

4 Objection. Whether between January 1, 2004 and January 1, 2023, Building Official  
5 Tarango was employed by D&J Municipal Services, Inc. is irrelevant to this matter and not  
6 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
7 inquire of Mr. Tarango, who is a contractor with the City, of his past employment from over 20  
8 years ago. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263  
9 CA2d 12, 18.) Further, this interrogatory's only purpose is to harass, annoy, and cause  
10 unnecessary expenditure of resources of Responding Party. Purely as a gesture of goodwill and in  
11 the spirit of avoiding spurious conflict and claims at this moment, Responding Party will respond  
12 to this interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
13 any response to this interrogatory is in no sense acknowledgment of its legitimacy and Responding  
14 Party reserves the right to refuse to respond to any future such interrogatories or related discovery  
15 requests, and, without limitation, seek judicial intervention in response to the same.

16 Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

18 No.

19 **SPECIAL INTERROGATORY NO. 278:**

20 If Building Official Tarango provide professional services to the City of Bell, please state  
21 the beginning and ending dates of such services?

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 278:**

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. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263  
28 CA2d 12, 18.) Further, this interrogatory's only purpose is to harass, annoy, and cause

1 unnecessary expenditure of resources of Responding Party. Purely as a gesture of goodwill and in  
2 the spirit of avoiding spurious conflict and claims at this moment, Responding Party will respond  
3 to this interrogatory, which is not an admission of relevance. Requesting Party is on notice that  
4 any response to this interrogatory is in no sense acknowledgment of its legitimacy and Responding  
5 Party reserves the right to refuse to respond to any future such interrogatories or related discovery  
6 requests, and, without limitation, seek judicial intervention in response to the same.

7           Subject to and without waiving the above objections, Responding Party responds as  
8 follows:

9           Not applicable.

10 **SPECIAL INTERROGATORY NO. 279:**

11           Was Building Official Tarango ever employed by a business entity which provided  
12 professional services to the City of Bell?

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 279:**

14           Objection. Whether “Building Official Tarango ever employed by a business entity which  
15 provided professional services to the City of Bell” is utterly irrelevant to this matter and not  
16 reasonably calculated to lead to admissible evidence at trial, nor is Responding Party obligated to  
17 inquire of Mr. Tarango, who is a contractor with the City, regarding this interrogatory. (Code of  
18 Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)  
19 Further, this interrogatory’s only purpose is to harass, annoy, and cause unnecessary expenditure  
20 of resources of Responding Party. Purely as a gesture of goodwill and in the spirit of avoiding  
21 spurious conflict and claims at this moment, Responding Party will respond to this interrogatory,  
22 which is not an admission of relevance. Requesting Party is on notice that any response to this  
23 interrogatory is in no sense acknowledgment of its legitimacy and Responding Party reserves the  
24 right to refuse to respond to any future such interrogatories or related discovery requests, and,  
25 without limitation, seek judicial intervention in response to the same.

26           Subject to and without waiving the above objections, Responding Party responds as  
27 follows:

28           Not applicable.

1 **SPECIAL INTERROGATORY NO. 280:**

2 If Building Official Tarango provide professional services to the City of Bell, state the  
3 name, address and telephone number of each such entity.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 280:**

5 Objection. Whether Building Official Tarango Building Official Tarango provided  
6 professional services to the City of Bell to the City of Bell is irrelevant to this matter and not  
7 reasonably calculated to lead to admissible evidence at trial. (Code of Civ. Proc, § 2017.010;  
8 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Further, this interrogatory's  
9 only purpose is to harass, annoy, and cause unnecessary expenditure of resources of Responding  
10 Party. Purely as a gesture of goodwill and in the spirit of avoiding spurious conflict and claims at  
11 this moment, Responding Party will respond to this interrogatory, which is not an admission of  
12 relevance. Requesting Party is on notice that any response to this interrogatory is in no sense  
13 acknowledgment of its legitimacy and Responding Party reserves the right to refuse to respond to  
14 any future such interrogatories or related discovery requests, and, without limitation, seek judicial  
15 intervention in response to the same.

16 Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

18 Building Official Tarango has never provided professional services to the City of Bell.

19 **SPECIAL INTERROGATORY NO. 281:**

20 If Building Official Tarango provide professional services to the City of Bell, please state  
21 the beginning and ending dates of such services?

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 281:**

23 Objection. Whether Building Official Tarango Building Official Tarango provided  
24 professional services to the City of Bell to the City of Bell is irrelevant to this matter and not  
25 reasonably calculated to lead to admissible evidence at trial. (Code of Civ. Proc, § 2017.010;  
26 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Further, this interrogatory's  
27 only purpose is to harass, annoy, and cause unnecessary expenditure of resources of Responding  
28 Party. Purely as a gesture of goodwill and in the spirit of avoiding spurious conflict and claims at

1 this moment, Responding Party will respond to this interrogatory, which is not an admission of  
2 relevance. Requesting Party is on notice that any response to this interrogatory is in no sense  
3 acknowledgment of its legitimacy and Responding Party reserves the right to refuse to respond to  
4 any future such interrogatories or related discovery requests, and, without limitation, seek judicial  
5 intervention in response to the same.

6 Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8 Building Official Tarango has never provided professional services to the City of Bell.

9 **SPECIAL INTERROGATORY NO. 282:**

10 Please state the amount of attorneys' fees that Plaintiffs have incurred from the  
11 commencement of this action through the date that these Special Interrogatories were served.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 282:**

13 Objection. The amount of attorneys' fees that the City of Monterey Park has incurred from  
14 the commencement of this action through the date that these Special Interrogatories were served is  
15 not relevant to this litigation and not reasonably calculated to lead to admissible evidence at trial.  
16 Such is also privileged and not subject to discovery under California case law. (Code of Civ. Proc,  
17 § 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18; *Rico v. Mitsubishi*  
18 *Motors Corp.* (2007) 42 Cal.4th 80; *California Shellfish, Inc. v. United Shellfish Co.* (1997) 56  
19 Cal.App.4th 16; *Lang v. Hochman* (2000) 77 Cal.App.4th 122; *Carehouse Convalescent Hospital*  
20 *v. Superior Court* (2006) 143 Cal.App.4th 1558.)

21 **SPECIAL INTERROGATORY NO. 283:**

22 Do YOU contend that, within the City of Monterey Park, the mere existence of a hole in  
23 protective fencing large enough for a person to pass through on a commercial property where  
24 construction supplies and/or equipment are present, without more, "endangers the life, limb,  
25 health, property, safety or welfare of the public" with the quoted language construed in its  
26 ordinary meaning?

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 283:**

28 Objection. This interrogatory calls for an incomplete hypothetical. Further, it is vague and

1 ambiguous due to its generality and lack of specificity. Further, it is irrelevant and not reasonably  
2 calculated to lead to admissible evidence at trial.

3 Subject to and without waiving the above objections, Responding Party responds as  
4 follows:

5 As specifically worded in this interrogatory that hypothetical, not necessarily. Such a  
6 hypothetical scenario with its limited criteria does not reflect the state of the PROPERTY, nor is it  
7 a realistic hypothetical that includes all the various elements of any similar construction site which  
8 would impact this analysis.

9 **SPECIAL INTERROGATORY NO. 284:**

10 Do YOU contend that, within the City of Monterey Park, the mere existence of a hole in  
11 protective fencing large enough for a person to pass through on commercial property where  
12 construction supplies and equipment are present, without more, constitutes “an imminent and  
13 substantial danger to life and safety,” with the quoted language construed in its ordinary meaning?

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 284:**

15 Objection. This interrogatory calls for an incomplete hypothetical. Further, it is vague and  
16 ambiguous due to its generality and lack of specificity. Further, it is irrelevant and not reasonably  
17 calculated to lead to admissible evidence at trial.

18 Subject to and without waiving the above objections, Responding Party responds as  
19 follows:

20 As specifically worded in this interrogatory that hypothetical, not necessarily. Such a  
21 hypothetical scenario with its limited criteria does not reflect the state of the PROPERTY, nor is it  
22 a realistic hypothetical that includes all the various elements of any similar construction site which  
23 would impact this analysis.

24 **SPECIAL INTERROGATORY NO. 285:**

25 Did counsel for the City of Monterey Park state at the March 16, 2024 meeting between  
26 City officials, Edward Chan, Howard Chan and their attorney, state that the project at the  
27 SUBJECT PROPERTY to build and open a 7 Leaves Café was approximately 80 percent  
28 complete?

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 285:**

2           Objection. Vague and ambiguous, and confusing as worded. Further, statements made by  
3 counsel are not reasonably calculated to lead to admissible evidence at trial. (Code of Civ. Proc, §  
4 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Further, the  
5 information sought in this discovery request is equally available to the propounding party, who, by  
6 his own admission, was present at the very same meeting and can recall from his own recollection  
7 what was said. (See Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v.*  
8 *Superior Court* (1968) 259 Cal.App.2d 45.)

9           Subject to and without waiving the above objections, Responding Party responds as  
10 follows:

11           Monterey Park Assistant City Attorney Timothy Campen has stated, and continues to state,  
12 words to the effect that construction at the SUBJECT PROPERTY is, and for years now has  
13 remained in a state of approximately 80% completion, said as much at the March 18, 2024  
14 meeting with Edward Chan, Howard Chan and their attorney. (No such meeting occurred on  
15 “March 16, 2024,” which was a Saturday.) Further, this statement about construction being  
16 approximately 80% complete was not stated in reference “to build and open a 7 Leaves Café,” but  
17 rather was in regard to the entire SUBJECT PROPERTY as a whole.

18 **SPECIAL INTERROGATORY NO. 286:**

19           Did counsel for the City of Monterey Park state at the August 23, 2024 court hearing on  
20 Plaintiffs’ ex parte application for leave to amend their Complaint, state that the project at the  
21 SUBJECT PROPERTY to build and open a 7 Leaves Café was approximately 75 percent co  
22 complete?

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 286:**

24           Objection. Vague and ambiguous, and confusing as worded. Further, statements made by  
25 counsel are not reasonably calculated to lead to admissible evidence at trial. (Code of Civ. Proc, §  
26 2017.010; *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.) Further, the  
27 information sought in this discovery request is equally available to the propounding party, whose  
28 own attorney and author of these interrogatories was present at the very court hearing and can

1 inform propounding party from his own recollection what was said at that time and place. (See  
2 Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court* (1968)  
3 259 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 Monterey Park Assistant City Attorney Timothy Campen has stated, and continues to state,  
7 words to the effect that construction at the SUBJECT PROPERTY overall is, and for years now  
8 has remained in a state of approximately 80% completion, and may very well have said as much at  
9 the August 23, 2024 court hearing on Plaintiffs' *ex parte* application. Responding Party does not  
10 have sufficient knowledge or recall as to whether the specific phrasing of this interrogatory, or  
11 words to that effect, were made by Mr. Campen particularly at the court hearing on August 23,  
12 2024.

13 **SPECIAL INTERROGATORY NO. 287:**

14 Did counsel for the City of Monterey Park and Building Official Dennis Tarango (whether  
15 individually or collectively) state at the March 18, 2024 meeting at City Hall between Edward  
16 Chan, Howard Chan, the Chans' counsel Andrew O. Krastins, Assistant City Attorney Timothy  
17 Campen, Building Official Dennis Tarango and other City staff, that the corrective action  
18 deadlines set forth in the City of Monterey Park's December 22, 2023 letter referenced in  
19 paragraph 23 of the First Amended Complaint would be revised in light of information provided  
20 by the Chans to the City during the meeting and that the City would send a letter to the Chans  
21 setting forth new revised deadlines?

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 287:**

23 Objection. Vague and ambiguous, and confusing as worded. Further, statements made by  
24 counsel are not reasonably calculated to lead to admissible evidence at trial, nor are they relevant  
25 to this litigation. (Code of Civ. Proc., § 2017.010; *Columbia Board. Sys. v Superior Court* (1968)  
26 263 CA2d 12, 18.) Further, the information sought in this discovery request is equally available to  
27 the Requesting Party, who, by their own admission, at least Defendants Howard and Edward  
28 Chan, along with their attorney Andrew Krastins, were present at the very same meeting and can

1 recall from their own recollection what was stated at that meeting on or about March 18, 2024.  
2 (See Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior Court*  
3 (1968) 259 Cal.App.2d 45.)

4 Subject to and without waiving the above objections, Responding Party responds as  
5 follows:

6 This interrogatory cannot be answered competently with a simple “yes” or “no” response.  
7 Assistant City Attorney Timothy Campen indicated at a meeting with Defendants Howard and  
8 Edward Chan, and their attorney Andrew Krastins, on March 18, 2024, that there had been no  
9 progress in construction since he issued to Defendants Howard and Edward Chan on December  
10 22, 2023, which included a detailed schedule of construction milestones to ensure completion of  
11 construction by the end of May 2024. Mr. Campen indicated a revised schedule would be  
12 provided with milestone deadlines to allow the City to know whether the owners were on track  
13 towards finishing construction as soon as possible. In no sense did Mr. Campen ever state, direct,  
14 instruct, imply, infer, or intimate that Defendants did not need commence with any construction  
15 unless or until a revised timeline was provided by the City. In fact, Mr. Campen specifically  
16 referenced there was nothing holding up construction with the interior of the structure and that  
17 such work could begin immediately while the sewer and storm water systems go through revised  
18 plan review with the City. Mr. Campen also stated he was not willing to stay litigation to the end  
19 of the year to see if construction was finally completed by then because of the need to abate the  
20 public nuisance *now*. He made clear the expectation that construction needed to commence  
21 immediately with good faith efforts to complete construction as soon as possible to abate the  
22 overarching public nuisance violation of unfinished construction.

23 **SPECIAL INTERROGATORY NO. 288:**

24 From March 18, 2024 through the date that these Special Interrogatories were served, did  
25 the City of Monterey Park send to Defendants a letter revising the deadlines set forth in December  
26 22, 2023 letter referenced in paragraph 23 of the First Amended Complaint?

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 288:**

28 Objection. This interrogatory is irrelevant and not reasonably calculated to lead to

1 admissible evidence at trial. (Code of Civ. Proc, § 2017.010; *Columbia Board. Sys. v Superior*  
2 *Court* (1968) 263 CA2d 12, 18.) Further, the information sought in this discovery request is  
3 equally available to the propounding party, who should know whether he received such a letter or  
4 not. (See Code of Civ. Proc., § 2030.220 subd. (c); and *Alpine Mutual Water Co. v. Superior*  
5 *Court* (1968) 259 Cal.App.2d 45.)

6 Subject to and without waiving the above objections, Responding Party responds as  
7 follows:

8 No. Assistant City Attorney Timothy Campen indicated at the March 18, 2024 meeting  
9 with Defendants Howard and Edward Chan, and their attorney Andrew Krastins, that there had  
10 been no progress in construction since he issued to Defendants Howard and Edward Chan on  
11 December 22, 2023, which included a detailed schedule of construction milestones to ensure  
12 completion of construction by the end of May 2024. Mr. Campen indicated a revised schedule  
13 would be provided with milestone deadlines to allow the City to know whether the owners were  
14 proceeding in good faith and on track towards finishing construction as soon as possible. In no  
15 sense did Mr. Campen ever state, direct, instruct, imply, infer, or intimate that Defendants did not  
16 need commence with any construction unless or until a revised timeline was provided by the City,  
17 nor did Defendants Howard and Edward Chan, or their attorney Andrew Krastins, ever indicate  
18 that was their expectation. In fact, Mr. Campen specifically referenced there was nothing holding  
19 up construction with the interior of the structure and that such work could begin immediately  
20 while the sewer and storm water systems go through revised plan review with the City. Mr.  
21 Campen also stated he was not willing to stay litigation to the end of the year to see if construction  
22 was finally completed by then because of the need to abate the public nuisance *now*. He made  
23 clear the expectation that construction needed to commence immediately with good faith efforts to  
24 complete construction as soon as possible to abate the overarching public nuisance violation of  
25 unfinished construction.

26 **SPECIAL INTERROGATORY NO. 289:**

27 Please IDENTIFY the City of Monterey Park's general liability insurer.  
28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 289:**

2           Objection. This interrogatory is completely and utterly irrelevant to this litigation and not  
3 reasonably calculated to lead to admissible evidence at trial. (Code of Civ. Proc, § 2017.010;  
4 *Columbia Board. Sys. v Superior Court* (1968) 263 CA2d 12, 18.)

5           Subject to and without waiving the above objections, Responding Party responds as  
6 follows:

- 7           ○ Public Risk Innovation, Solutions, and Management, 75 Iron Point Cir # 200, Folsom,  
8 CA 95630, (916) 850-7300

9 **SPECIAL INTERROGATORY NO. 290:**

10           Please IDENTIFY the City of Monterey Park’s liability insurer for errors and omissions  
11 committed by public officials.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 290:**

13           Objection. This interrogatory is completely and utterly irrelevant to this litigation 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.)

16           Subject to and without waiving the above objections, Responding Party responds as  
17 follows:

- 18           ○ Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830  
19           ○ Great American Insurance Co., 75 Iron Point Cir # 200, Folsom, CA 95630,  
20 (800) 545-4269  
21           ○ Crum & Forster, 305 Madison Avenue, P.O. Box 1973, Morristown, NJ 07960,  
22 (973) 490-660

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- Public Risk Innovation, Solutions, and Management, 75 Iron Point Cir # 200, Folsom, CA 95630, (916) 850-7300
- National Union Fire Insurance Company of Pittsburgh, Pa., 1271 Avenue of the Americas 35th Flr. New York, NY 10020, 877-399-6442

Dated: January 2, 2025

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 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)** 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 January 2, 2025, at Monterey Park, California.

REYMUNDO LOZANO \_\_\_\_\_  
Type or Print Name

  
\_\_\_\_\_  
Signature

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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 Riverside, State of California. My business address is 1770 Iowa Avenue, Suite 240, Riverside, CA 92507-2479.


On **January 2, 2025**, I served true copies of the following document(s) described as **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)** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**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 mahensley@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 **January 2, 2025**, at Riverside, California.

  
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Mary Hensley

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**SERVICE LIST**  
**People/Monterey Park v. Robert Chan, et al.**  
**Case No. 24NNCV00087**

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**EVIDENCE ITEM 10**

**EVIDENCE ITEM 10**

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**  
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7 **Email: Akrastinslaw@aol.com**

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
3/11/2025 4:03 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Hernandez, 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**

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

**NOTICE OF MOTION AND MOTION  
FOR JUDGMENT ON THE PLEADINGS  
AND FOR ORDER DECLARING  
MOVANTS TO BE PREVAILING  
PARTIES ENTITLED TO AWARD OF  
ATTORNEYS' FEES, BY DEFENDANTS  
EDWARD M. CHAN, HOWARD CHAN,  
PATRICIA YU CHAN AND MAN FEI  
CHAN GOLD; MEMORANDUM OF  
POINTS AND AUTHORITIES;  
DECLARATION OF ANDREW O.  
KRASTINS**

**[Request for Judicial Notice, Proposed  
Order filed concurrently herewith.]**

Date: April 11, 2025  
Time: 8:30 A.M.  
Dept.: E  
Judge: The Hon. Ashfaq G. Chowdhury

**Res. Id.: 432579251311**

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

1 **TO THE PARTIES HERETO AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that, on **April 11, 2025**, at 8:30 A.M., or as soon thereafter as  
3 may be heard, in Department E of this Court, located at 600 E. Broadway, Glendale, CA 91206,  
4 Defendants Edward M. Chan, Howard Chan, Patricia Chan and Man Fei Chan Gold (collectively  
5 “Movants”) will, and hereby do, move pursuant to Code of Civil Procedure § 438 and under  
6 common law, on both statutory and non-statutory grounds, for entry of judgement on the  
7 pleadings in favor of Movants and against Plaintiffs, People of the State of California (by and  
8 through the City Attorney for the City of Monterey Park) and the City of Monterey Park, as to  
9 the Second Cause of Action in Plaintiffs’ First Amended Complaint for an Order Authorizing  
10 Appointment of a Receiver and Requiring Reimbursement. Movants also seek an order deeming  
11 Movants to be prevailing parties as to the Second Cause of Action and entitled to an award of  
12 attorneys’ fees and costs pursuant to Health & Safety Code § 17980.7(c)(11).

13 This Motion will be made on the grounds that Health & Safety Code §§ 17920.3, 17960,  
14 17980, 17980.6, 17980.7, 17981, 17982 and 17983, which are contained in Division 13, Part 1.5  
15 of the State Housing Law, Health & Safety Code § 17910 et seq. apply solely to buildings used  
16 for human habitation and not to non-residential commercial properties.

17 This Motion is based on this Notice of Motion and Motion, the attached Memorandum of  
18 Points and Authorities and Declaration of Andrew O. Krastins, the concurrently filed Request for  
19 Judicial Notice, the records and files in this action and such argument and evidence as may be  
20 presented at the hearing on this Motion.

21  
22 DATED: March 10, 2025

**LAW OFFICE OF ANDREW O. KRASTINS**

23  
24 

25 By:

26 \_\_\_\_\_  
27 ANDREW O. KRASTINS,  
28 Attorney for Defendants Edward M. Chan, Howard  
Chan, Man-Fei Chan Gold and Patricia Yu Chan

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF ARGUMENTS**

3 In the Second Cause of Action of the operative First Amended Complaint (FAC), the  
4 Plaintiffs seek a receivership and injunction based on their claim that Health & Safety Code §§  
5 17920.3, 17960, 17980, 17980.6, 17980.7, 17981, 17982 and 17983 apply to Defendants’ non-  
6 residential commercial property. However, those statutes apply solely to buildings used for  
7 human habitation, and not to non-residential commercial properties such as the property here.

8 The Plaintiffs admit that the Subject Property is a non-residential commercial property,  
9 but nonetheless insist, wrongly, that the above statutes apply to non-residential commercial  
10 properties. This is contrary to the language of those statutes (which are part of the State Housing  
11 Law (Health & Safety Code § 17910 et seq.)) and to the documented intent of the Legislature.

12 There is no reasonable possibility that Plaintiffs’ Second Cause of Action can be  
13 amended to state a viable claim under the State Housing Law upon which it relies. Therefore,  
14 this Motion should be granted and the Second Cause of Action should be dismissed *with*  
15 *prejudice*.

16 The Court should also deem Movants to be prevailing parties as to the Second Cause of  
17 Action and award them their reasonable attorneys’ fees and costs pursuant to Health & Safety  
18 Code § 17980.7(c)(11).

19  
20 **II. FACTS**

21 Movants have ownership interests in a nonresidential commercial property at 795 W.  
22 Garvey Avenue in Monterey Park, California (“Subject Property”). [Request for Judicial Notice  
23 (RJN)’s Exhibit 1 (Plaintiffs’ CMC Statement) at p. 5; FAC at ¶¶ 2 and 11-13.] It is undisputed  
24 that Movants are in the final stages of developing the Subject Property with a 7 Leaves coffee  
25 shop and additional commercial space. The Parties advised the Court at the August 21, 2024  
26 hearing that the development project is substantially complete.

27 On March 7, 2024, Plaintiffs filed their original Complaint. On August 23, 2024,  
28 Plaintiffs filed their operative FAC. (See court file). These seek: (1) nuisance abatement under

1 Civil Code §§ 731, 3494 and 3480 (See FAC at ¶¶ 29-40 and its prayer at ¶¶ 1-6); and (2) an  
2 order authorizing appointment of a receiver, an injunction, and reimbursement based on §§  
3 17920.3, 17960, 17980, 17980.6, 17980.7, 17981, 17982 and 17983 of the State Housing Law  
4 (See FAC at ¶¶ 41-48 and its prayer at ¶¶ 7-16)

5 Paragraph 45 of the FAC appears to allege that the Subject Property has numerous  
6 undesirable conditions listed in H&S Code § 17920.3. Paragraph 46 of the FAC alleges that  
7 those “conditions on the Property pose an imminent and substantial danger to life and safety”  
8 and that “failure to grant a receiver on the Property would cause irreparable injury to be suffered  
9 by surrounding neighbors.” (See court file).

10 On November 26, 2024, Movants’ counsel conferred telephonically with Plaintiffs’  
11 counsel, advising Plaintiffs’ counsel that because the Subject Property’s construction project,  
12 which is the subject of the FAC, is a purely nonresidential commercial development, the Subject  
13 Property is not within the purview of the State Housing Law subsections on which Plaintiffs rely  
14 in their FAC, and therefore Plaintiffs have no basis for seeking a receivership or injunction  
15 pursuant to Health & Safety Code § 17980.7. [Krastins Declaration, ¶¶ 3-5.] Plaintiffs’ counsel  
16 disagreed and declined to dismiss Plaintiffs’ Second Cause of Action. [*Id.*]

17 Movants’ counsel sent Plaintiffs’ counsel an email documenting the above conversation  
18 and asking that Plaintiffs’ counsel “advise if the foregoing accurately represents the gist of our  
19 conversation”. [Krastins Decl., ¶¶ 6-7.] Plaintiffs’ counsel did not respond to the email. [*Id.*]

20 On Dec. 3, 2024, Movants filed and served a Motion for Judgment on the Pleadings  
21 based on the above. (See court file). On Jan. 31, 2025, Plaintiffs served their Opposition  
22 (“Opp.”) to that (now-withdrawn) Motion. (See court file). In their Opp., Plaintiffs argue that  
23 the State Housing Law was recently amended, and that the amendments demonstrate that the  
24 State Housing Law now applies to purely commercial structures which are not used for human  
25 habitation. (Opp. at 2:9 - 3:11 and 5:10 - 6:5; Opp.’s Campen Declaration at ¶ 4). Specifically,  
26 Plaintiffs represent that the amendments to Health & Safety Code §§ 17920.3 and 17980  
27 establish that the State Housing Law does apply to buildings which *are not* used for human  
28 habitation, and that therefore those statutory provisions apply to the Subject Property. (*Id.*)

1 In an abundance of caution, and in order to conduct a thorough review of the code  
2 provisions Plaintiffs cited and those provisions' legislative histories, Defendants withdrew that  
3 initial Motion for Judgment on the Pleadings before its hearing, without prejudice, to conserve  
4 the Parties' and the Court's resources in case Plaintiffs were correct. [Krastins Decl., ¶¶ 8-9.]

5 Defendants' counsel subsequently reviewed the statutes upon which the Opp. relied, as  
6 well as the legislative history of recent amendments to the State Housing Law, and concluded  
7 that (1) the relevant authorities do not establish that the State Housing Law applies to anything  
8 beyond buildings used for human habitation, and therefore (2) the State Housing Law does not  
9 apply to the Subject Property. [Krastins Decl., ¶¶ 10-11.] Because the State Housing Law does  
10 not apply to the Subject Property, Plaintiffs' reliance on it in their FAC's Second Cause of  
11 Action is mistaken, and accordingly their request for a receivership and injunction (the Second  
12 Cause of Action) is meritless.

13 Movants now ask that the Court grant this Motion for Judgment on the Pleadings  
14 and dismiss the FAC's Second Cause of Action with prejudice because it is not subject to  
15 amendment that could remedy its problems described above; Movants also request an order  
16 awarding them attorneys' fees and costs pursuant to Health & Safety Code § 17980.7(c)(11).

### 17 18 **III. THE PARTIES CONFERRED TELEPHONICALLY AS PER C.C.P. § 439**

19 Code of Civil Procedure section 439(a) requires that before filing a motion for judgment  
20 on the pleadings, the moving party must confer with the party who filed the challenged pleading  
21 "for the purpose of determining if an agreement can be reached that resolves the claims to be  
22 raised in the motion for judgment on the pleadings." Section 439(a)(1) specifies:

23 "As part of the meet and confer process, the moving party shall identify all of the  
24 specific allegations that it believes are subject to judgment and identify with legal  
25 support the basis of the claims. The party who filed the pleading shall provide  
26 legal support for its position that the pleading is not subject to judgment, or, in the  
27 alternative, how the pleading could be amended to cure any claims it is subject to  
28 judgment."

On November 26, 2024, Movants' and Plaintiffs' respective counsel conferred  
telephonically. Movants' counsel advised that the statutes Plaintiffs rely upon do not, by the  
plain terms of the statutory scheme, apply to the Subject Property which Plaintiffs are attempting

1 to force into receivership. Movants' counsel subsequently sent Mr. Campen an email  
2 memorializing that conference, stating:

3 "Dear Mr. Campen: I am writing to confirm that we conferred by phone at 8:00  
4 AM on November 26, 2024 pursuant to Code of Civil Procedure section 439  
5 regarding the viability of Plaintiffs' Second Cause of Action for an order  
6 appointing a receiver under Health & Safety Code section 17980.7. In my email  
7 to you and Mr. Berger dated November 25, 2024, I set out my contention that  
8 section 17980.7 does not apply to nonresidential commercial properties. In our  
9 discussion, I explained that I was unable to locate any case law, appellate,  
10 published or unpublished, even trial court opinions, in which a court has  
11 appointed a receiver pursuant to section 17980.7 of the State Housing Law in  
12 connection with a commercial property not used for purposes of human  
13 habitation. You acknowledged that you had reviewed the statutory authorities I  
14 cited prior to filing Plaintiffs' Complaint and FAC. You advised you were not  
15 aware of any specific instance of section 17980.7 successfully applied to a  
16 nonresidential commercial property. I stated that the nonresidential property at  
17 issue in this lawsuit is not within the purview of the State Housing Law or of the  
18 subsections Plaintiffs rely upon. You stated that you spoke to several receivers  
19 who said that courts have appointed receivers in connection with nonresidential  
20 commercial properties. I urged that your clients should dismiss the second cause  
21 of action. You stated that they would not do so and that the court can decide the  
22 issue. Please advise if the foregoing accurately represents the gist of our  
23 conversation."

24 Movants' counsel received no reply. (Krastins Decl at ¶¶ 6-7 and its Exhibit A).

25 On February 18, 2025, after Movants' counsel thoroughly reviewed the legislative  
26 history of the recent amendments to the State Housing Law, Movants' counsel again spoke to  
27 Plaintiffs' counsel, summarized his findings, and asked if Plaintiffs intends to withdraw their  
28 second cause of action for a receivership under the State Housing Law. Plaintiffs' counsel  
advised that Plaintiffs would not dismiss their second cause of action, and contended that the  
statutes relied upon in the Second Cause of Action do indeed encompass non-residential  
commercial structures which are not used for human habitation. (Krastins Decl at ¶¶ 10-11).

Defendants here now move for judgment on the pleadings on the ground that the State  
Housing Law, and amendments thereto which went into effect on January 1, 2025, do not apply  
to such commercial buildings as these *are not used for human habitation*, and that therefore the  
Plaintiffs' second cause of action necessarily fails.

#### IV. ARGUMENTS

Plaintiffs' operative FAC asks the Court to appoint a receiver pursuant to Health &

1 Safety Code § 17980.7, claiming that unspecified conditions at the Subject Property “pose an  
2 imminent danger to life and safety, as described in Health & Safety Code § 17980.6,” and that  
3 failure to grant a receiver on the property would cause irreparable injury to be suffered by  
4 surrounding neighbors. [FAC ¶¶ 45-46.] However, it is undisputed that the Subject Property is a  
5 purely commercial non-residential development (RJN’s Exh. 1 (Plaintiffs’ CMC Statement) at p.  
6 5; FAC at ¶¶ 2 and 11-13); it is therefore outside the purview of the State Housing Law (of  
7 which Health & Safety Code §§ 17980.6 and 17980.7 are a part).

8 Because the provisions upon which Plaintiffs rely do not and cannot apply to the Subject  
9 Property, the Second Cause of Action necessarily fails. Because Plaintiffs’ claim is not within  
10 the purview of the statutes relied upon, it cannot be remedied by amendment and should be  
11 dismissed with prejudice. As prevailing parties, Movants are entitled to an award of their  
12 reasonable costs and attorneys’ fees incurred due to this Motion, pursuant to Health & Safety  
13 Code § 17980.7(c)(11).

14 **A. Rules of Decision**

15 “A motion for judgment on the pleadings serves the function of a demurrer, challenging  
16 only defects on the face of the complaint.” (*Eckler v. Neutrogena Corp.* (2015) 238 Cal.App.4th  
17 433, 439.) As with a demurrer, the grounds for a motion for judgment on the pleadings must  
18 appear on the face of the complaint or from a matter of which the court may take judicial notice.”  
19 (*Id.*) In reviewing the sufficiency of a complaint, the court must accept the factual allegations as  
20 true and give them a liberal construction. (*Gerawan Farming, Inc. v. Lyons* (2000) 24 Cal.4th  
21 468, 515-516.)

22 Leave to amend “is properly denied if the facts and nature of plaintiffs’ claims are clear  
23 and under the substantive law, no liability exists.” (*Templo v. State of California* (2018) 24  
24 Cal.App.5th 730, 735.) The burden of proving that there exists a reasonable possibility of  
25 amending the challenged pleading “rests squarely on the plaintiff.” (*Pich v. Lightbourne* (2013)  
26 221 Cal.App.4th 480, 490 and the cases cited therein.)

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2 **B. This Motion Should Be Granted Because Plaintiffs’ Interpretation of the**  
3 **State Housing Law is Patently Untenable**

4 **1. Rules of Statutory Interpretation**

5 A court’s “judicial task is to interpret and determine what the Legislature has done, not  
6 what we—or the People—believe it could or should have done.” (*People v. Morgan* (2023) 87  
7 Cal.App.5th 858, 866.) The fundamental task of statutory construction is to “ascertain the intent  
8 of the lawmakers so as to effectuate the purpose of the statute.” (*Allen v. Sully-Miller*

9 *Contracting Co.* (2002) 28 Cal.4th 222, 227.) In doing so, courts should look first to the  
10 statutory language “because it generally is the most reliable indicator of legislative intent.” (*Id.*)

11 Courts “construe the words of a statute as a whole *and within the overall statutory*  
12 *scheme* to effectuate the intent of the legislative body. (*Boshernitsan v. Bach* (2021) 61 Cal.App.  
13 5th 883, 893 (citing *People v. Jacobo* (2019) 37 Cal.App.5th 32, 42.)) (Emphasis added.) Where  
14 the intent of a statute is clear from the language itself, the court will not look beyond the plain  
15 meaning; the Legislature is presumed to have meant what it said, and the plain meaning of the  
16 statute governs. (*McDermott Ranch, LLC v. Connolly Ranch, Inc.* (2019) 43 Cal.App.5th 549,  
17 559.)

18 To interpret statutory language, courts “look not only to the particular provision at issue,  
19 but also to ‘the statutory scheme of which the statute is a part.’” (*Marzec v. Public Employees’*  
20 *Retirement System* (2015) 236 Cal.App.4th 889, 906, citing *People v. Plumlee* (2008) 166  
21 Cal.App.4th 935, 940.) Courts “look to the entire statutory scheme in interpreting particular  
22 provisions ‘so that the whole may be harmonized and retain effectiveness.’” (*Id.*) The courts  
23 “must select the construction that comports most closely with the apparent intent of the  
24 Legislature, with a view to promoting rather than defeating the general purpose of the statute,  
25 and avoid an interpretation that would lead to absurd consequences.” (*Id.*)

26 However, where ‘the statutory language is ambiguous on its face or is shown to have a  
27 latent ambiguity such that it does not provide a definitive answer, [the courts] may resort to  
28 extrinsic sources to determine legislative intent.’” (*Tracy Rural County Fire Protection Dist. v.*

1 *Local Agency Formation Com. of San Joaquin County* (2022) 84 Cal.App.5th 91, 107-108, citing  
2 *Guillen v. Schwarzenegger* (2007) 147 Cal.App.4th 929, 938–939.)

3 In determining legislative intent, the courts generally do not consider the statements of  
4 individual legislators, including those of the bill’s author, if the statements are extrinsic to the  
5 various official legislative proceedings during which the bill was debated and enacted. (*Make*  
6 *UC a Good Neighbor v. Regents of University of California* (2024) 16 Cal.5th 43, 60). However,  
7 where “the author's statements are part of committee materials—and are therefore relayed not  
8 merely as personal views, but instead as part of the Legislature's consideration of the bill—they  
9 can serve as salient reflections of legislative purpose.” (*Id.*, citing *McHugh v. Protective Life*  
10 *Ins. Co.* (2021) 12 Cal.5th 213, 241.) In interpreting legislation, the Supreme Court “has  
11 frequently relied on a statement of the bill's author when such statement is contained in  
12 committee materials.” (*Id.*, citing *People v. Braden* (2023) 14 Cal.5th 791, 820.)

13 **2. The Scope and Applicability of the State Housing Law is Limited to**  
14 **Residential Housing.**

15 “The State Housing Law (Health & Saf. Code, §§ 17910–17998.3) provides for the  
16 enforcement of health and safety standards for residential housing.” (*Kaura v. Stabilis Fund II,*  
17 *LLC* (2018) 24 Cal.App.5th 420, 428.) The statutory scheme in which Health & Safety Code §  
18 17980.7 is contained is the State Housing Law. By its plain terms, the State Housing Law and  
19 the provisions contained therein apply only to residential properties and not to nonresidential  
20 commercial projects. “The State Housing Law (Health & Saf. Code, § 17910 et seq.) provides  
21 statewide construction and occupancy standards *for buildings used for human habitation.*”  
22 (*Temple of 1001 Buddhas v. City of Fremont* (2024) 100 Cal.App.5th 456, 467-468, citing  
23 *Lippman v. City of Oakland* (2017) 19 Cal.App.5th 750, 75) (Emphasis added.)

24 As Plaintiffs expressly stated in their CMC Statement and as their counsel stated before  
25 this Court at the August 21, 2024 ex parte hearing on this matter, the Subject Property is a  
26 non-residential commercial development. (See Plaintiffs’ CMC Statement dated November 6,  
27 2024 at p. 5.)

28 Section 17980.7 is part of Division 13 of the Health & Safety Code entitled “Housing.”

1 Sections 17910 et seq. – including § 17890.7 – are contained in Part 1.5 of Division 13, entitled  
2 “Regulation of Buildings Used for Human Habitation.” Section 17910 states: “This part is  
3 known as the ‘State Housing Law.’” Provisions of the State Housing Law upon which Plaintiffs  
4 rely “apply to all hotels, motels, lodging houses, apartment houses, and dwellings, or portions  
5 thereof, and buildings and structures accessory thereto, approved for construction or constructed  
6 before or after the effective date of such rules, regulations, or building standards.” (See Health &  
7 Safety Code § 17912). It is undisputed that the Subject Property is none of these.

8 When the current statutory scheme was enacted, the California Attorney General  
9 explained: "Preliminarily, it should be noted that both the old Housing Act [and] the new  
10 Housing Law pertain only to apartment houses, hotels and dwellings." (1962 Cal. AG LEXIS 57  
11 (40 Ops. Cal. Atty. Gen. 205).) In 2008, the Supreme Court succinctly set out the scope of §§  
12 17980.6 and 17980.7, the receivership provisions on which the Second Cause of Action is based:

13 “Sections 17980.6 and 17980.7 of the Health and Safety Code compose a  
14 statutory scheme providing certain remedies to address *substandard*  
*residential housing that is unsafe to occupy.*”

15 (*City of Santa Monica v. Gonzalez* (2008) 43 Cal.4th 905, 912 (Emphasis added).) This  
16 understanding of the scope of the receivership statutes was affirmed in 2020 in *City of Norco v.*  
17 *Mugar* (2020) 59 Cal.App.5th 786, 790.

18 Nothing in the State Housing Law, its statutory scheme of interrelated statutes, nor the  
19 authorities interpreting Health & Safety Code §§ 17980.6 or 17980.7 suggest that the  
20 receivership statute upon which Plaintiffs rely, was intended to reach beyond structures used for  
21 human habitation. Nothing suggests that these provisions apply to commercial structures which  
22 are not used for human habitation, or to purely commercial properties during **construction**.  
23 Neither the language of the Housing Act’s many provisions, the authorities interpreting them,  
24 nor their legislative history suggests that any provisions of the State Housing Law were intended  
25 to reach purely commercial structures not being used for human habitation.

26 Therefore, the Second Cause of Action is meritless and should be dismissed.

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2 **3. Plaintiffs Are Not Entitled to Preliminary Injunctive Relief Under**  
3 **Health & Safety Code Section 17981 Because Their FAC is Not**  
4 **Verified.**

5 At paragraph 42 of the FAC, Plaintiffs allege that, pursuant to Health & Safety Code §  
6 17981, they are entitled to “temporary relief pending final disposition of the City’s petition.”  
7 That provision states: “An enforcement agency which institutes any action or proceeding  
8 pursuant to this article may, *by verified complaint setting forth the facts*, apply to the superior  
9 court for an order granting the relief for which the action or proceeding is brought until the entry  
10 of a final judgment or order.” (Emphasis added.) The FAC is not verified. Because the FAC is  
11 not verified, § 17981 cannot provide a basis for the “temporary relief” Plaintiffs seek. (See  
12 FAC’s prayer at pg. 20, para. 9). Additionally, as with all provisions of the State Housing Law,  
13 § 17981 does not apply to commercial non-residential structures which are not used for human  
14 habitation.

15 **4. Senate Bill 1465, Enacted in 2024, Amended the State Housing Law**  
16 **But Did Not Expand the Scope of Health & Safety Code §§ 17910 et**  
17 **seq. to Encompass Structures Not Used for Human Habitation.**

18 In 2024, State Senator Bob Archuleta authored and introduced SB 1465, a measure  
19 amending certain provisions of the State Housing Law in order to extend its scope to buildings  
20 which were indeed used for human habitation but were not intended as such, such as sheds and  
21 warehouses. [RJN Ex. 3-5.] SB 1465 amended H&S Code § 17920.3 to enhance the definition  
22 of “substandard buildings” to include buildings zoned for purposes other than housing but which  
23 nonetheless were used as de facto dwelling units.

24 The prior version of H&S code 17920.3 provided, in relevant part:

25 “Any building or portion thereof, including any dwelling unit, guestroom, or the  
26 premises on which the same is located, in which there exist any of the following  
27 listed conditions to the extent that endangers the life, limb, health, property,  
28 safety, or welfare of the public or the occupants thereof shall be deemed and  
hereby is declared to be a substandard building.”

[See RJN, Ex. B]. As amended by SB 1465, § 17920.3 now reads:

1 “Any building or portion thereof, *regardless of zoning designation or approved*  
2 *uses of the building*, including any dwelling unit, guestroom or suite of rooms, or  
3 the premises on which the same is located, in which there exists any of the  
4 following listed conditions to an extent that endangers the life, limb, health,  
5 property, safety, or welfare of the occupants of the building, nearby residents, or  
6 the public shall be deemed and hereby is declared to be a substandard building.”

7 Movants anticipate that Plaintiffs will point to the italicized added language and contend  
8 that this expands the scope of the State Housing Law to encompass all commercial properties.  
9 Plaintiffs, for example, may contend that the newly added “regardless of zoning designation or  
10 approved uses of the building” language indicates that the State Housing Law now applies to all  
11 buildings, regardless of whether they are actually being used for human habitation. Plaintiffs  
12 would be wrong. Such an interpretation would lead to the absurd result of requiring purely  
13 industrial, agricultural and commercial buildings, such as barns for farm animals, tool sheds and  
14 machine shops, to conform to the same standards of habitability as residential apartments, hotels  
15 and houses.

16 First, the language which SB 1465 added to H&S Code § 17920.3 must be read in the  
17 context of the statutory scheme in which it is contained, namely the State Housing Law.  
18 (*Marzec v. Public Employees’ Retirement System, supra*, 236 Cal.App.4th at 906 and the  
19 authorities cited therein.) There is no authority suggesting that the State Housing Law applies to  
20 anything beyond buildings used for human habitation.

21 The same result obtains if the newly added language is regarded as a latent ambiguity  
22 because it appears to contradict other portions of the State Housing Law. The Legislative  
23 History of SB 1465 confirms that the entire statutory scheme of the State Housing Law targets  
24 only buildings used for human habitation, as opposed to commercial or industrial buildings  
25 which are not so used. According to the California Legislative Information website, SB 1465  
26 was subject to nine hearings and floor analysis prior to being enacted. As set out in Exhibits 3  
27 through 9 in Movants’ Request for Judicial Notice, the Digests of each report and analysis  
28 presented to the Legislature on SB 1465 begin with the following language or substantially  
identical language:

“This bill *allows any structure used for human habitation* to be declared a  
substandard building regardless of the zoning or approved use of the building, and  
makes other changes to code enforcement procedures.” [Emphasis added.]

1 Similarly, Senator Archuleta’s “Author’s statement,” contained in the various committee reports,  
2 contains the following explanation of the measures’ intent and the specific problems it is  
3 intended to address:

4 Author’s statement. “California is experiencing a housing shortage of  
5 significant proportions, particularly in the affordable housing sector. Individuals  
6 and families unable to find affordable housing may reside in buildings that have  
7 not been zoned for residential use. Despite being rented as housing, many  
8 converted warehouses, factories, and buildings are not in residential zones and  
9 have evaded much-needed safety inspections and code enforcement. The  
10 shootings in Half Moon Bay that took the lives of seven farmworkers are a call  
11 to action about the deplorable conditions in unpermitted housing being used by  
12 California farmworkers and others. The lack of oversight perpetuated living  
13 conditions subject to insect infestations, unsafe drinking water, inadequate  
14 restrooms, and fire hazards. We need to empower local and state agencies  
15 better to deal with dilapidated commercial and industrial buildings being used  
16 as housing. While first ensuring the safety of residents, these buildings should  
17 be brought up to code and returned to beneficial use in the community.”

18 [RJN, Exhibits 3 to 9.] Later in his author’s statement, Senator Archuleta explained:

19 Habitability requirements. “As the state’s housing crisis has continued to worsen  
20 in recent years, the scarcity of affordable housing options has forced greater  
21 numbers Californians into unpermitted dwellings not intended for housing. In  
22 these situations tenants pay rent to live in a building that is not officially approved  
23 to be used for human habitation, such as an unpermitted addition or alteration to  
24 a residential dwelling, a warehouse, or other building in a non-residential zone. In  
25 some high cost regions, locals are reporting an increasing number of people living  
26 in sheds and boats. Los Angeles County is estimated to have at least 200,000  
27 informal housing units that have not been approved for human habitation.  
28 Unfortunately, the lack of safety standards in these arrangements can have life and  
death consequences, as seen in the 2016 Ghost Ship warehouse fire in Oakland that  
killed 36 people. Despite not being approved for human habitation or assembly, the  
Ghost Ship warehouse had been leased to artists who lived and worked in the  
building. Another recent example of this type of housing was seen in the January  
23, 2023 mass shooting that took place at two Half Moon Bay mushroom farms,  
where farmworkers – including the shooter – were allegedly paying rent to farm  
owners in order to live in severely substandard housing accommodations that were  
not properly permitted and had never been inspected by county building officials.”

[RJN, Exhibits 3 to 9.]

Similarly, the Legislative Counsel’s Digest for SB 1465 provides no basis to conclude  
that Senator Archuleta’s bill was intended to expand the scope of the State Housing Law to  
encompass buildings not intended for and not being used for human habitation, such as the  
Subject Property. The Legislative Counsel’s Digest is prefaced by the following description at  
the top of the page: “An act to amend Sections 17920, 17920.3, 17975, 17980, 17980.7,  
17980.11, and 17992 of the Health and Safety Code, *relating to housing*.” (Emphasis added.)

1 The digest then states:

2 (1) Existing law, the State Housing Law, establishes statewide construction and  
3 occupancy standards *for buildings used for human habitation*. Existing law  
4 requires, for those purposes, that any building, including any dwelling unit, be  
5 deemed to be a substandard building when a health officer determines that any  
6 one of specified listed conditions exists to the extent that it endangers the life,  
7 limb, health, property, safety, or welfare of the public or its occupants.  
8 This bill would instead specify that a building be deemed a substandard building  
9 when a health officer determines that any of those listed conditions exist to the  
10 extent that it endangers the life, limb, health, property, safety, or welfare of the  
11 occupants of the building, nearby residents, or the public. The bill would clarify  
12 that the term “substandard building” for purposes of the State Housing Law  
13 means a residential building or any other building or portion thereof that is  
14 deemed to be substandard pursuant to the provisions described above, and would  
15 clarify that standard applies regardless of the zoning designation or approved use  
16 of the building. The bill would make conforming changes to this effect.”  
17 (Emphasis added.)

18 [RJN at Exhibit 2.]

19 Read in the light of the statutory scheme and in light of the seven committee reports and  
20 analyses, the Legislative Counsel’s digest is entirely consistent with the specific purpose of SB  
21 1465 articulated by Senator Archuleta in his Author’s Statements, and with the reports to the  
22 Senate and Assembly cited above.

23 Nothing in the Legislative History of SB 1465 suggests it was intended to expand the  
24 scope of the State Housing Law to encompass commercial buildings or other buildings not used  
25 for human habitation. To the contrary, the measure responds to two widely publicized tragedies  
26 involving persons forced to live in squalid conditions in agricultural sheds and a derelict  
27 warehouse which lacked the necessities for human habitation.

28 Courts “may not substitute [their] own judgment for that of the Legislature as expressed  
in the plain language of the statute”. (*County of San Diego v. State of California* (2008) 164  
Cal.App.4th 580, 597.) Courts do not have the authority to expand the scope of a statute beyond  
its plain meaning, even if they are convinced it would serve the Legislature's purpose. A court’s  
“judicial task is to interpret and determine what the Legislature has done, not what we—or the  
People—believe it could or should have done.” (*Id.*) Courts also must read a statute in  
accordance with the statutory scheme of which the statute is a part. (*Marzec v. Public  
Employees’ Retirement System, supra*, 236 Cal.App.4th at 906, citing *People v. Plumlee, supra*,  
166 Cal.App.4th at 940.) Courts “look to the entire statutory scheme in interpreting particular

1 provisions so the whole may be harmonized and retain effectiveness.” (*Id.*)

2 There is no authority or evidence to suggest that the State Housing Law or the 2024  
3 amendments thereto are intended to apply to structures not used for human habitation, or to  
4 commercial developments still under construction. There exists not a single published or  
5 unpublished opinion in which an appellate court orders appointment of a receiver pursuant to  
6 H&S Code § 17980.7 in connection with purely commercial non-residential property of the type  
7 at issue here. Nor has Movants’ counsel been able to locate any trial court case – whether  
8 through Lexis or through discovery or independent research – in which a court so ruled.  
9 Plaintiffs’ counsel advised that he knows of no such case. The State Housing Law and its various  
10 provisions are as plain and straightforward as can be; there is neither ambiguity nor uncertainty  
11 in scope. It simply does not apply to nonresidential commercial property which is not being  
12 used for human habitation, regardless of what the City of Monterey Park may wish.

13 “Well-established rules of statutory construction require [courts] to ascertain the intent of  
14 the enacting legislative body so that we may adopt the construction that best effectuates the  
15 purpose of the law.” (*Hassan v. Mercy American River Hospital* (2003) 31 Cal.4th 709,  
16 715-716). Courts “first examine the words themselves because the statutory language is  
17 generally the most reliable indicator of legislative intent.” (*Id.*) The words of the statute should  
18 be given their ordinary and usual meaning and should be construed in their statutory context.  
19 (*Id.*) Fundamental canons of statutory interpretation “generally preclude judicial construction  
20 that renders part of the statute ‘meaningless or inoperative.’” (*Id.*) In addition, words should  
21 be given the same meaning throughout a code unless the Legislature indicated otherwise. (*Id.*)

22 Any attempt to expand the scope of the State Housing Law beyond the housing expressly  
23 contained in the title of the law itself – buildings for *human habitation* – would render the core  
24 terms in the statutory scheme meaningless and thwart its plain purpose. This, in turn, would  
25 permit public entities to commence wholly unwarranted actions intended to achieve ends to  
26 which they are not entitled, such as the coercion of property owners to take actions which the  
27 public entity might desire but has no legal right to compel.

28 **C. Plaintiffs’ Second Cause of Action Should Be Dismissed With Prejudice**

1                                   **Because There Is No Reasonable Possibility of Amendment.**

2                   Because the State Housing Law which contains H&S Code § 17980.7 applies only to  
3 “buildings used for human habitation,” it cannot apply to the purely commercial non-residential  
4 property which is the subject of this action. Plaintiffs, therefore, have no reasonable possibility  
5 of amending their claim for a receivership pursuant to § 17980.7 to state a viable cause of action.  
6 The Second Cause of Action, therefore, should be dismissed with prejudice.

7                   **D.     Movants Are Entitled To An Award of Reasonable Attorneys’ Fees and**  
8                   **Costs.**

9                   The prevailing party in an action pursuant to H&S Code § 17980.7 is entitled to  
10 reasonable attorney’s fees and court costs as may be fixed by the court. (H&S Code § 17980.7  
11 (c)(11)). Here, Plaintiffs commenced a patently meritless claim for a draconian remedy to which  
12 they are not entitled, reasserted the same in their First Amended Complaint, and refused to  
13 withdraw it after being apprised of its defects. Movants, therefore, are entitled to an award of  
14 reasonable attorneys’ fees and costs.

15                  Plaintiffs’ actions are particularly vexatious because they larded their FAC with lengthy  
16 verbatim excerpts from H&S Code § 17920.3 which set out, in compound sentences, dozens of  
17 specific conditions which constitute nuisance conditions under the law. However, Plaintiffs did  
18 not identify any specific condition existing at the Subject Property when the FAC was filed  
19 which Plaintiffs contend violate the various provisions cited in the FAC.

20                  Because receivership is a drastic remedy which wrests control of property from its owner,  
21 Movants necessarily must take Plaintiffs’ lawsuit seriously, even if Plaintiffs themselves do not.  
22 Movants were required to propound detailed interrogatories parsing the clauses of statutes in  
23 order to ensure they are not objected to as “compound” and to marshal the evidence necessary to  
24 defend the case. These essential but costly and time-consuming efforts are impeding Movants’  
25 ability to complete the construction project, the very goal the City claims is its own intent.  
26 Plaintiffs’ counsel, highly experienced in governmental and public entity law, ought never to  
27 have demanded an order appointing a receiver under the provisions of the plainly inapplicable  
28 State Housing Law. They surely knew better.

1 Public entities are immune from suits for malicious prosecution. (*Leon v. County of*  
2 *Riverside* (2023) 14 Cal.5th 910, 925, *Silva v. Langford* (2022) 79 Cal.App.5th 710, 717.)  
3 Therefore, the only recourse for Movants to recoup their losses is the attorney's fee provision  
4 contained in the statute that Plaintiffs sued upon. Movants, as prevailing parties, therefore,  
5 should be awarded reasonable attorneys' fees and costs expended here in defending against  
6 Plaintiffs' meritless receivership claim.

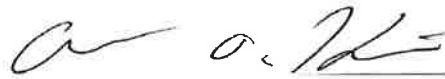
7  
8 **V. CONCLUSION**

9 Plaintiffs seek appointment of a receiver, and an injunction, pursuant to a statute which is  
10 plainly inapplicable. Because there is no reasonable possibility that Plaintiffs' Second Cause of  
11 Action can be amended to state a viable claim under the State Housing Law, Movants' Motion  
12 should be granted and Plaintiffs' Second Cause of Action should be dismissed *with prejudice*.

13 As prevailing parties, Movants should be awarded their reasonable attorneys' fees and  
14 costs pursuant to H&S Code § 17980.7(c)(11), the amount of which to be determined by separate  
15 motion.

16  
17 DATED: March 10, 2025

18 **LAW OFFICE OF ANDREW O. KRASTINS**

19  
20 

21 By: \_\_\_\_\_

22 ANDREW O. KRASTINS,  
23 Attorney for Defendants Edward M. Chan,  
24 Howard Chan, Man-Fei Chan Gold and  
25 Patricia Yu Chan

**DECLARATION OF ANDREW O. KRASTINS**

I, Andrew O. Krastins, declare:

1. I am an attorney duly licensed to practice law in the State of California and am counsel of record for Edward M. Chan, Howard Chan, Patricia Chan Yu and Man Fei Chan Gold. I have personal knowledge of the facts set forth herein; as to those facts declared upon information and belief, I believe them to be true, and if called as a witness to testify, could and would competently do so.

2. I make this Declaration pursuant to Code of Civil Procedure section 439(a), which requires the parties subject to a motion for judgment on the pleadings to confer, telephonically or otherwise, at least five days prior to the filing of the motion in order to attempt informal resolution.

3. In accordance with Code of Civil Procedure section 439(a)(1), on November 26, 2024, Plaintiffs' counsel Timothy Campen ("Mr. Campen") and I conferred telephonically. I explained to Mr. Campen that the statutory scheme in which H&S Code section 17980.7 is contained, by its plain terms, does not apply to commercial non-residential properties and that the Second Cause of Action of the operative First Amended Complaint, which relies on that statutory provision, should therefore be dismissed with prejudice.

4. In that conversation, Mr. Campen stated that he reviewed the statutory scheme at the time he filed Plaintiffs' initial Complaint, and that he was not aware of any specific legal authority holding that H&S Code section 17980.7 was applicable to nonresidential commercial properties. He stated that he filed the claim in this matter after he had spoken to several receivers.

5. Mr. Campen further advised that Plaintiffs would not dismiss their Second Cause of Action.

6. After our telephonic conference, I sent Mr. Campen an email memorializing the same, stating, verbatim, as follows:

"Dear Mr. Campen: I am writing to confirm that we conferred by phone at 8:00 AM on November 26, 2024 pursuant to Code of Civil Procedure section 439

1 regarding the viability of Plaintiffs' Second Cause of Action for an order  
2 appointing a receiver under Health & Safety Code section 17980.7. In my email  
3 to you and Mr. Berger dated November 25, 2024, I set out my contention that  
4 section 17980.7 does not apply to nonresidential commercial properties. In our  
5 discussion, I explained that I was unable to locate any case law, appellate,  
6 published or unpublished, even trial court opinions, in which a court has  
7 appointed a receiver pursuant to section 17980.7 of the State Housing Law in  
8 connection with a commercial property not used for purposes of human  
9 habitation. You acknowledged that you had reviewed the statutory authorities I  
10 cited prior to filing Plaintiffs' Complaint and FAC. You advised you were not  
11 aware of any specific instance of section 17980.7 successfully applied to a  
12 nonresidential commercial property. I stated that the nonresidential property at  
13 issue in this lawsuit is not within the purview of the State Housing Law or of the  
14 subsections Plaintiffs rely upon. You stated that you spoke to several receivers  
15 who said that courts have appointed receivers in connection with nonresidential  
16 commercial properties. I urged your clients to dismiss the second cause of action.  
17 You stated that they would not do so and that the court can decide the issue.  
18 Please advise if the foregoing accurately represents the gist of our conversation.”

19 [A true and correct copy of my November 26, 2024 email is attached hereto as **Exhibit A.**]

20 7. I received no response to the above November 26, 2024 email.

21 8. On Dec. 3, 2024, our office filed and served a Motion for Judgment on the  
22 Pleadings based on the above. On January 31, 2025, Plaintiffs served their opposing papers. In  
23 their Opposition, Plaintiffs stated that the State Housing Law had recently been amended and  
24 that the amendments demonstrate that the State Housing Law does apply to purely commercial  
25 structures which are not used for human habitation. Plaintiffs represented that amendments to  
26 Health & Safety Code sections 17920.3 and 17980 establish that the State Housing Law does  
27 indeed apply to buildings which *are not* used for human habitation.

28 9. Out of an abundance of caution, and in order to conduct a thorough review of the

1 code provisions Plaintiffs cited and those provisions' legislative histories, on Feb. 3, 2025, our  
2 office withdrew Defendants' initial Dec. 3, 2024 Motion for Judgment on the Pleadings before  
3 its hearing date in order to conserve the Parties' and the Court's resources in case Plaintiffs were  
4 correct.

5 10. I reviewed the statutes that Plaintiffs relied upon, as well as the legislative history  
6 of the recent amendments to the State Housing Law, and concluded that, contrary to the  
7 Plaintiffs' contention, those authorities do not establish that the State Housing Law applies to  
8 anything beyond buildings used for human habitation.

9 11. On February 18, 2025, after I thoroughly reviewed the legislative history of the  
10 recent amendments to the State Housing Law, I again spoke to Plaintiffs' counsel, summarized  
11 my findings and asked him whether, in light of my findings, Plaintiffs intend to withdraw their  
12 second cause of action for a receivership under the State Housing Law. Plaintiffs' counsel  
13 advised that Plaintiffs would not dismiss their second cause of action, and he contended that the  
14 statutes relied upon in the Second Cause of Action do indeed encompass non-residential  
15 commercial structures which are not used for human habitation.

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 March 10, 2025, at San Pedro, California.

21  
22  
23 

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25 

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Andrew O. Krastins, Declarant

**EXHIBIT A**

**EXHIBIT A**



Today on AOL

- Inbox 100
- Unread
- Starred
- Drafts 27
- Sent**
- Spam
- Trash
- ↳ Less
- Views Hide
- 👤 Contacts
- 📷 Photos
- 📄 Documents
- 📧 Unsubscribe
- 📄 Receipts
- 📄 Credits
- 🛩️ Travel
- Folders Hide
- + New Folder
- Archive
- Chan MP-II email corr

CCP 439 conference

Aol/Sent ☆



**Andrew O. Krastins, Esq.**  
From: akrastinslaw@aol.com  
To: Timothy E. Campen

Tue, Nov 26, 2024 at 1:47 PM ☆

Dear Mr. Campen: I am writing to confirm that we conferred by phone at 8:00 AM on November 26, 2024 pursuant to Code of Civil Procedure section 439 regarding the viability of Plaintiffs' Second Cause of Action for an order appointing a receiver under Health & Safety Code section 17980.7. In my email to you and Mr. Berger dated November 25, 2024, I set out my contention that section 17980.7 does not apply to *nonresidential* commercial properties. In our discussion, I explained that I was unable to locate any case law, appellate, published or unpublished, even trial court opinions, in which a court has appointed a receiver pursuant to section 17980.7 of the State Housing Law in connection with a commercial property not used for purposes of human habitation. You acknowledged that you had reviewed the statutory authorities I cited prior to filing Plaintiffs' Complaint and FAC. You advised you were not aware of any specific instance of section 17980.7 was successfully applied to a nonresidential commercial property. I stated that the nonresidential property at issue in this lawsuit is not within the purview of the State Housing Law or of the subsections Plaintiffs rely upon. You stated that you spoke to several receivers who said that that courts have appointed receivers in connection with nonresidential commercial properties. I urged your clients to dismiss the second cause of action. You stated that they would not do so and that the court can decide the issue. Please advise if the foregoing accurately represents the gist of our conversation.

Very truly yours,  
Andrew O. Krastins

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## Make a Reservation

THE PEOPLE OF THE STATE OF CALIFORNIA, BY AND THROUGH THE CITY ATTORNEY FOR THE CITY OF MONTEREY PARK, et al. vs ROBERT CHAN, et al.

Case Number: 24NNCV00087 Case Type: Civil Unlimited Category: Other Complaint (non-tort/non-complex)  
Date Filed: 2024-03-05 Location: Glendale Courthouse - Department E

### Reservation

Case Name:

THE PEOPLE OF THE STATE OF CALIFORNIA, BY AND THROUGH THE CITY ATTORNEY FOR THE CITY OF MONTEREY PARK, et al. vs ROBERT CHAN, et al.

Case Number:

24NNCV00087

Type:

Motion for Judgment on the Pleadings

Status:

RESERVED

Filing Party:

Edward M. Chan (Defendant)

Location:

Glendale Courthouse - Department E

Date/Time:

04/11/2025 8:30 AM

Number of Motions:

1

Reservation ID:

432579251311

Confirmation Code:

CR-QXWMVHTRS DURQGKIZ

### Fees

Description	Fee	Qty	Amount
Motion for Judgment on the Pleadings	0.00	1	0.00
TOTAL			\$0.00

### Payment

Amount:

\$0.00

Type:

NOFEE

Account Number:

n/a

Authorization:

n/a

Payment Date:

n/a

[Print Receipt](#)

[+ Reserve Another Hearing](#)

**EVIDENCE ITEM 11**

**EVIDENCE ITEM 11**

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Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
5/12/2025 3:50 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Oliva, Deputy Clerk

8 Attorneys for Defendants Edward M. Chan,  
9 Edward M. Chan as Trustee of the Chan Family  
10 Living Trust, 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

**OPPOSITION OF EDWARD M. CHAN AS  
TRUSTEE OF THE CHAN FAMILY  
LIVING TRUST TO PLAINTIFF'S  
MOTION FOR ISSUANCE OF  
PRELIMINARY INJUNCTION**

**[filed concurrently with Request for Judicial  
Notice; Evidentiary Objections; Proposed  
Order re Evidentiary Objections;  
Supplemental Declarations of Edward M.  
Chan, Andrew O. Krastins, and Thomas  
Vong; exhibits]**

Dates: May 23, 2025

Time: 8:30 a.m.

Dept.: E

Judge: The Hon. Ashfaq G. Chowdhury

Action Filed : March 7, 2024

Trial Date : None Set

Defendant Edward M. Chan as Trustee of the Chan Family Living Trust ("Trustee Chan") hereby submits his Opposition to the Motion for Issuance of Preliminary Injunction brought by the Plaintiff City of Monterey Park ("City"), joining in the Opposition filed on January 31, 2025 by the other Chan Defendants represented by the Law Office of Andrew O. Krastins.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff’s Motion seeks (a) to prohibit Defendants from employing unlicensed contractors, and  
4 (2) that Defendants comply with a list of construction deadlines set by the City. As to the prohibitory  
5 portion of the proposed injunction, the Motion fails because the Chans have never employed nor  
6 themselves “acted in the capacity of a general contractor,” and because the City’s own Building Official  
7 declared that the Chans are legally permitted to contact and work with City staff and contractors (which  
8 is all the Chans did). As to the demanded compliance with City-set deadlines, the City does not have  
9 a “clearly established right” to such a *mandatory* preliminary injunction and tacitly admits the same by  
10 falsifying the content of CCP ¶ 526(a) to make it appear to support a position that it does not.

11 Any undertaking the Court sets should be in an amount no less than \$500,000.

12 **II. FACTS**

13 The Chans are developing the northeast corner of Atlantic Boulevard and Garvey Avenue in  
14 Monterey Park, with a 7 Leaves coffee shop and other commercial space (“the Project”). At a Feb. 14,  
15 2025 hearing on the City’s Motion for Issuance of Preliminary Injunction (“Motion”), the Court  
16 continued the hearing because Trustee Chan was not served. The Court also instructed the parties  
17 to confer about outstanding issues on completing the construction project at 795 W. Garvey Avenue  
18 in Monterey Park. On Feb. 24, 2025, all counsel conferred by telephone. Counsel for Edward M.  
19 Chan (“Edward”) et al suggested a meeting of the City’s and the Chans’ contractors, engineers and  
20 other relevant professionals to identify and suggest ways to resolve the remaining design and other  
21 technical issues. [Krastins Supp. Decl., ¶¶ 1-4.] All counsel agreed to this, with the understanding  
22 that the Chans’ licensed general contractor Joven would be in attendance. [*Id.*]

23 The Chans have always had a general contractor. In late 2023, the Chans discovered that the  
24 license of TE Construction, then their designated general contractor had lapsed. The Chans promptly  
25 retained a new licensed general contractor of record, Joven Engineering and Construction (“Joven”).  
26 [Supp. Chan Decl., ¶ 2.] In February 2025, the Chans noticed that Joven was no longer timely  
27 responding to their inquiries. [Supp. Chan Decl., ¶ 3.] Edward telephoned Joven’s office. [*Id.*] Joven’s  
28 staff informed Edward that Joven was in Northern California working on a different project. The Chans

1 needed to communicate with Joven to complete the Project and resolve the City’s lawsuit. [*Id.*] During  
2 February 2025, Edward sent Joven at least four emails advising him of permit approvals and other  
3 Project developments. [*Id.*, Ex. A] Neither Joven nor his staff responded to these. [*Id.*]

4 Edward Chan also left numerous telephone messages at Joven’s office and on his personal cell  
5 phone. Neither Joven nor his staff responded. By late February 2025, the Chans began to suspect that  
6 Joven might have abandoned the Project and that they had been misled. On March 12, 2025, Edward  
7 sent Joven and his assistant an email detailing his repeated unsuccessful attempts to contact Joven. He  
8 asked Joven to advise the Chans whether Joven intended to continue with the Project. The Chans  
9 received no response, and concluded that Joven had indeed abandoned the Project. [Supp. Chan Decl.,  
10 ¶ 4, Exhibit B.]

11 Upon Edward’s inquiry, 7 Leaves recommended two general contractors to replace Joven.  
12 Meantime, the Chans’ architect recommended a licensed general contractor, Thomas Vong (“Vong”)  
13 of Solidway Construction, Inc. (“Solidway”). [Supp. Chan Decl., ¶¶5-6.] Vong thoroughly reviewed  
14 the plans and discovered small but very serious inaccuracies involving the elevations and grading of 2-  
15 3 feet -- seemingly small but important details which were overlooked by Cal Land Engineering (the  
16 Chans’ project engineers) and City’s engineering and planning staff. [Supp. Chan Decl., ¶ 6; Vong  
17 Decl., ¶¶1-12.] Trying to conform with the erroneous plans would stop the work and require redoing  
18 completed work or reducing available parking below the required minimum. [Supp. Chan Decl., ¶ 6.]

19 Edward contacted the two general contractors recommended by 7 Leaves. One of these  
20 reviewed the Project for several weeks and then declined to submit a bid. The other potential contractor  
21 did not address the issues discovered by Vong. [Supp. Chan Decl., ¶ 7.] The Chans concluded that  
22 Solidway and Vong should take over the Project. However, Vong advised that he could not submit an  
23 informed bid until the elevation and grading issues were resolved. [Supp. Chan Decl., ¶ 8; Vong Decl.,  
24 ¶ 8.] On April 17, 2025, Defendants’ counsel contacted City’s attorney and proposed that Vong meet  
25 with City staff onsite to address the potential problems which Vong had discovered. The meeting was  
26 scheduled for April 30, 2025. [Supp. Chan Decl., ¶9; Krastins Decl..]

27 On April 30, 2025, Vong and Edward met at the Project site with Building Official Dennis  
28 Tarango and other City staff. Tarango agreed that the elevation/grading issues did indeed need to be

1 resolved. [Supp. Chan Decl., ¶ 10.] During that meeting, Tarango, Vong and Edward identified aspects  
2 of the Project which could be undertaken immediately. Tarango suggested that resolution of the  
3 grading/elevation issues be left for an unspecified later date. Tarango stated that he would immediately  
4 renew the building permit. Vong advised that he would contact the City in person early the following  
5 week and would also meet with the Chans' other contractors. [Supp. Chan Decl., ¶ 11.]

6 On May 5, 2025, Edward sent an email to City of Monterey Park Contract Manager Peter Shiau,  
7 introducing Vong and his company Solidway as the new general contractor for the Project, and  
8 forwarding Vong's technical questions about beginning work on the sidewalk and driveway portions  
9 of the Project. [Supp. Chan Decl., ¶ 12; Exhibit C.] On May 6, 2025, Vong spoke to City staff regarding  
10 commencement of work on the sidewalk and driveway. Staff at the City counter told Vong that they  
11 would get back to him the following week and that street construction along Atlantic Boulevard could  
12 delay the work on the sidewalk and driveway. [Supp. Chan Decl., ¶ 13]

13 On May 6, 2025, Edward applied for the building permit which Building Official Tarango said  
14 he would renew. On May 7, 2025, Edward paid for the building permit renewal application. [Supp.  
15 Chan Decl., ¶ 14, Ex. D.] On May 7, 2025, at 12:22 P.M. the City emailed the renewed Building Permit  
16 to the Chans with Solidway designated as the general contractor of record. [*Id.*] On May 7, 2025, the  
17 Chans retained US Construction Enterprises Corp. ("USCEC"), a company recommended by Vong, to  
18 perform the concrete work for the sidewalk and driveway. Edward sent a separate email to introduce  
19 the concrete contractor to City Contract Manager Peter Shiau in order to open a direct line of  
20 communication between USCEC and the City. [Supp. Chan Decl., ¶ 14, Ex. E, F.]

21 Before Vong accepted the job, Joven stopped communicating with the Chans and would not  
22 oversee the work. The City demands that all work be under the supervision of a licensed general  
23 contractor, so no additional work could take place until the Chans retained Vong. [Supp. Chan Decl.,  
24 ¶¶ 16-17.] As of this filing, contractor Vong has met and communicated with all relevant contractors,  
25 conducted onsite meetings and inspections, and met with relevant City staff. [Vong Decl.]. The Chans  
26 are doing everything possible to facilitate project completion and encourage direct communication  
27 between City and the Chans' general and other contractors. [Supp. Chan Decl., ¶¶ 18-21.]

28 Progress on the Project was also impeded by the City's repeated insistence that the Chans were

1 prohibited from communicating with City staff regarding the Project, and that all such communications  
2 could only be made by their licensed general contractor. But Building Official Tarango nonetheless  
3 urged the Chans to deal directly with the City’s own contractors. This led to more confusion and  
4 acrimony. [See Chan Declaration filed on 01/31/2025 at ¶¶ 62-79 and its attached Exhibits.]

5 The Chan Declaration filed on January 31, 2025 and its accompanying exhibits detail the  
6 Chans’ continuous communications with City staff and their attempts to complete the Project. [See  
7 Chan Decl. filed on 01/31/25 at ¶¶ 47-71 and referenced Exhibits.] As shown, and contrary to the City’s  
8 claims, the Chans never “permitted” the Subject Property to “remain in a state of partial construction.”

9 The Chans never used unlicensed contractors, other than the initial general contractor who the  
10 Chans terminated upon learning his license had lapsed. Nor have any of the Chans “acted in the capacity  
11 of a general contractor.” Joven always was and is duly licensed, as are Solidway and Thomas Vong.  
12 Solidway is a highly respected and competent general contractor with whose work Building Official  
13 Tarango is familiar. He so stated at the above April 30, 2025 meeting. [*Id.*] Therefore, demands in the  
14 City’s Proposed Order about the Chans using unlicensed contractors have no factual or logical basis  
15 and do not make sense.

16 The mandatory completion dates in the City’s Proposed Order are moot, have passed, or are  
17 not possible. [Supp. Chan Decl., ¶ 21.] The City provided no reasoning or factual justification of the  
18 various mandatory completion dates. [*Id.*] Completion necessarily will progress in accordance with  
19 the prudent practices of general contractor Vong and other professionals the Chans retained to complete  
20 the Project in cooperation with the relevant City planning, engineering, and building professionals. [*Id.*]

21 The City’s demanded April 25, 2025 completion date for “the entire sewer system” and “on-  
22 site drainage system (parking lot)” has passed. The City’s June 27, 2025 date for “complete parking  
23 lot grading, installation of all electrical elements, paving, striping . . . as inspected and approved by the  
24 City” is unworkable because the City’s Dennis Tarango recently postponed resolution of the  
25 grading/elevation errors to an unspecified later date. [*Id.*] Had Joven remained on the job and hastily  
26 complied with City’s completion demands without detecting the plan’s substantial elevation/grading  
27 errors, the result would have been disastrous and would have caused even greater delays. [*Id.*]

28 In his 01/31/25 Declaration, Edward noted numerous dangerous code violations at the vacant

1 lot adjacent to the Chans' shopping center, at 220 N. Atlantic Avenue. [Supp. Chan Decl, ¶ 22-23 and  
2 referenced Exhibits.] The Chans learned that the City knowingly permitted these violations to exist and  
3 has expressly allowed that parcel to be used as a storage yard for unattended heavy equipment and  
4 sewer piping. That lot has consistently been strewn with litter, weeds, cracked pavement, graffiti and  
5 dead trees, and is still being used as a storage yard for heavy equipment. [*Id.*]

6 Documents that the Chans obtained from the City demonstrate that the City targeted the Chans'  
7 property for improper selective enforcement by issuing multiple notices of violation in the space of a  
8 few days for the very same violations existing at 220 N. Atlantic Avenue in far greater number and  
9 severity and against which the City has taken no action for years. The City is interpreting and applying  
10 its nuisance ordinances against the Chan property in a manner different from the City's ordinary  
11 application of those provisions in connection with substantially identical properties. [See Edward M.  
12 Chan Declaration filed on January 31, 2025 at para. 20-28 and attached exhibits.]

### 13 **III. ARGUMENTS**

14 The City's demand for a prohibitory injunction is moot. The City has no legal basis for  
15 preliminary mandatory relief. The City does not demonstrate a likelihood of prevailing on the merits  
16 because, contrary to the City's claims, the Chans did not "permit" their active commercial development  
17 project to "remain in a state of partial construction," and it is therefore not within the purview of MPMC  
18 4.30.050(c), the nuisance ordinance on which the City relies. The City's unilaterally set deadlines have  
19 either passed or are unworkable by the City's admission. The Motion, therefore, should be denied.

#### 20 **A. General standards for preliminary injunctions**

21 Trial courts considering issuance of a preliminary injunction traditionally evaluate two  
22 interrelated factors: (1) the likelihood that the plaintiff will prevail on the merits at trial, and (2) the  
23 interim harm that the plaintiff is likely to sustain if the injunction were denied as compared to the  
24 harm that the defendant is likely to suffer if the preliminary injunction were issued. (*IT Corp. v.*  
25 *County of Imperial* (1983) 35 Cal. 3d 63, 69). These rules are modified "[w]here a governmental  
26 entity seeking to enjoin the alleged violation of an ordinance which specifically provides for  
27 injunctive relief establishes that it is likely to prevail on the merits [i.e. prove the underlying statutory  
28 violation]." (*IT Corp. v. County of Imperial, supra*, 35 Cal. 3d at 69-72).

1 If the governmental entity meets its burden of establishing the underlying ordinance violation,  
2 *a rebuttable* presumption arises that the potential public harm outweighs the potential harm to the  
3 defendant. Where a government entity declares a specific condition to be a public nuisance, the courts  
4 regard it as a nuisance per se and do not require an allegation of irreparable injury. In such cases, courts  
5 must determine (1) whether the government proved the nuisance exists, and (2) whether the ordinance  
6 is constitutional. (*People ex rel. Dept. of Transportation v. Outdoor Media Group* (1993) 13 Cal.App.  
7 4th 1067, 1076.)

8 Injunctive relief “is appropriate only when there is a threat of continuing misconduct.” (*People*  
9 *ex rel. Herrera v. Stender* (2012) 212 Cal.App.4th 614, 630-631 (citing *Madrid v. Perot Systems Corp.*  
10 (2005) 130 Cal.App.4th 440.) “Injunctive relief has no application to wrongs which have been  
11 completed absent a showing that past violations will probably recur.” (*Id.*, citing *People v. Toomey*  
12 (1984) 157 Cal.App.3d 1, 20.)

13 The granting or denial of a preliminary injunction is immediately appealable. (*Rivera v. Hillard*,  
14 (2023) 89 Cal.App.5th 964, 974-975, CCP § 904.1(a)(6).) (*People ex rel. Feuer v. FXS Management,*  
15 *Inc.* (2016) 2 Cal.App.5th 1154, 1159.) On appeal, a trial court’s factual findings are reviewed for an  
16 abuse of discretion. Questions of law – such as the proper interpretation of “permitted to remain in a  
17 state of partial construction” -- are reviewed de novo. (*420 Caregivers, LLC v. City of Los Angeles*  
18 (2012) 219 Cal.App.4th 1316, 1331.)

19 **B. Differing standards for prohibitory and mandatory preliminary injunctions.**

20 The City seeks two types of injunctive relief. First, it seeks to prohibit Defendants from  
21 “using unlicensed contractors including themselves” from working on the Project. Second, it wants  
22 the Court to order compliance with various construction deadlines the City unilaterally set, which  
23 have already passed or are unworkable.

24 Regardless of whether sought by a governmental entity enforcing a zoning ordinance or by  
25 private litigant for private purposes, an injunction falls into one of two categories with differing  
26 standards - prohibitory and mandatory. (*Davenport v. Blue Cross of California* (1997) 52 Cal.App.4th  
27 435, 446.) “The general rule is that an injunction is prohibitory if it requires a person to refrain from a  
28 particular act and mandatory if it compels performance of an affirmative act that changes the position

1 of the parties." (*Id.*)

2 Because a *mandatory* injunction modifies the status quo prior to trial, it is granted only "in  
3 extreme cases where the right thereto is clearly established and it appears that irreparable injury will  
4 flow from its refusal." It is subject to heightened scrutiny on appeal. (*Board of Supervisors v. McMahon*  
5 (1990) 219 Cal.App.3d 286, quoting *Hagen v. Beth* (1897) 118 Cal. 330, 331.) Because a prohibitory  
6 injunction maintains the status quo, it is *not* subject to that heightened appellate scrutiny. (*Oiye v. Fox*  
7 (2012) 211 Cal.App.4th 1036, 1048.)

8 **C. The City's demand that the Defendants be enjoined from using "unlicensed**  
9 **contractors" fails because Defendants have never done so.**

10 As set forth in both the original and the supplemental Chan Declarations, Defendants never  
11 "acted in the capacity of a general contractor" nor used unlicensed contractors in connection with the  
12 Project. The City has provided no evidence whatsoever to the contrary. Further, City Building Official  
13 Tarango, an averred expert in the California's building codes, states at paragraph 25 of his Declaration  
14 (attached to the Motion) that Defendants, as owners, have a legal right under those very codes to  
15 manage their construction project if they so choose. It is undisputable that Defendants have  
16 continuously employed a licensed general contractor since construction began. Finally, the Chans'  
17 present duly licensed general contractor, Thomas Vong of Solidway, has already met at the site with  
18 City officials, and the necessary building permit has been obtained.

19 Thus, there is nothing here for the Court to enjoin, and the City's request for an injunction lacks  
20 the required basis described in *People ex rel. Herrera v. Stender, supra*, 212 Cal.App.4th at 630-631;  
21 *Perot Systems Corp., supra*, 130 Cal.App.4th 440.; *People v. Toomey, supra*, 157 Cal.App.3d at 20.

22 The City's Motion fails and should be denied as to the unlicensed/general contractor issue.

23 **D. The Motion should be denied because the City failed to show it has a clearly**  
24 **established right to a preliminary *mandatory* injunction or to show any extreme**  
25 **justifying circumstances.**

26 The sole statutory authority the City invokes for preliminary *mandatory* injunctive relief is CCP  
27 § 526(a)(1). At 7:5-10 of its Motion brief, City states: "A preliminary injunction is appropriate when  
28 it appears that the party applying for relief is entitled to the relief demanded, and all or part of the relief

1 consists of restraining the commission or continuance of the act complained of, ***or commanding certain***  
2 ***conduct***, either for a limited period or perpetually. (CCP § 526(a)(1); see also Civil Code § 3494)”  
3 [Emphasis added.]

4 However, the relevant portion of CCP § 526 actually reads:

5 “Cases in which injunction may or may not be granted

6 (a) An injunction may be granted in the following cases:

7 (1) *When it appears by the complaint that the plaintiff is entitled to the relief demanded, and*  
8 *the relief, or any part thereof, consists in restraining the commission or continuance of the act*  
9 *complained of, either for a limited period or perpetually.”*

10 Section 526(a) does not and has never contained the phrase “or command certain conduct.” The  
11 additional language added in the City’s Motion changes the plain meaning of the statute to encompass  
12 mandatory as well as merely prohibitory injunctive relief.

13 A Lexis search in all California sources for the phrase “command certain conduct” discloses  
14 no instance of that phrase appearing in any California authority, whether case, statute, or practice guide.  
15 (Krastins Supp. Decl., ¶ 11.) Because the phrase does not appear in any published or unpublished case  
16 or other legal authority, it could not have inadvertently been borrowed from a different source, and the  
17 possibility of a mistake appears remote. By adding spurious language to a statute to distort its meaning,  
18 the City tacitly admitted there is no clearly established right to the relief it seeks.

19 Nothing in *IT Corp. v. County of Imperial, supra*, or its progeny absolves the City from  
20 complying with the strict standards applicable to preliminary mandatory injunctive relief. In *IT*  
21 *Corp. v. County of Imperial*, the defendant processed hazardous waste in knowing and intentional  
22 violation of its conditional use permit. The County sought only *prohibitory* injunctive relief. The  
23 heightened standards for preliminary mandatory relief were not before that court.

24 None of the other cases the City invokes involve preliminary *mandatory* injunctions.  
25 In *City of Monterey v. Carrshimba* (2013) 214 Cal.App.4<sup>th</sup> 150, the issue was whether a city could  
26 *prohibit* operation of a cannabis dispensary opened in knowing violation of city ordinances.  
27 Similarly, in *Water Replenishment Dist. of S. California v. City of Cerritos* (2013) 220 Cal.App.4<sup>th</sup>  
28 1450, the plaintiff district sought a preliminary injunction *prohibiting* defendant city from  
producing groundwater until it paid a district assessment. It did not involve preliminary

1 *mandatory* relief. Finally, in *People ex rel. Dept. of Transportation v. Outdoor Media Group*  
2 (1993) 13 Cal.App.4<sup>th</sup> 1067, Caltrans sued to remove an illegally erected billboard and prevailed  
3 on summary judgment. Caltrans did not seek and that court did not consider preliminary relief.  
4 Thus, those decisions are not on point for an application for preliminary mandatory injunction.

5 Courts have recognized that the strict rules for preliminary *mandatory* relief apply equally in  
6 cases also governed by *IT Corp.*, notwithstanding the possible tension created by the two standards.  
7 (*People v. Uber Technologies, Inc.* (2020) 56 Cal.App.5<sup>th</sup> 266, 285 and the cases cited therein.)  
8 Particularly instructive is *City of Corona v. AMG Outdoor Advertising, Inc.* (2016) 244 Cal.App.4<sup>th</sup>  
9 291, 299. There, the defendant asked a city planning department for permission to erect a billboard.  
10 Planning staff refused, advising that billboards were illegal. Defendant erected its billboard anyway.  
11 The City sought a preliminary injunction to remove the billboard. The court recognized the  
12 compatibility of both standards and, on the facts before it, ruled in favor of the city. Since there was  
13 no dispute that the billboard violated the law and that the defendant erected it in knowing and  
14 intentional violation of the city’s nuisance ordinances, the court had no difficulty agreeing that the  
15 city had a clearly established right to remove the billboard.

16 No such facts exist here. The City’s declarants point to various citations against the Chans for  
17 code violations several years ago but which have long since been remedied. The City’s sole substantive  
18 basis for mandatory injunctive relief is the purported violation of the inapplicable MPMC § 4.30.050(c)  
19 (see discussion below). The City has not and cannot show that Defendants “permitted” their ongoing  
20 active development project to “remain in a state of partial construction.” Therefore, the City’s Motion  
21 fails because (1) the relief sought is not authorized by the statute sued upon, and (2) the City failed to  
22 show a clearly established right to the relief sought. Its Motion should be denied.

23 **E. The Motion should be denied because applying MPMC § 4.30.050(c) to active**  
24 **construction projects is inconsistent with its stated purpose and leads to absurd**  
25 **results.**

26 Defendants’ evidence shows that all the alleged violations of the City’s nuisance ordinance  
27 have long since been resolved. [The 1/31/2025 declarations of Edward Chan, ¶¶ 72-74, Martin  
28 Flores, ¶¶ 22-24, 30-31, and Andrew O. Krastins, ¶¶ 32-35 and their cited Exhibits.]. The City

1 specifies that its Motion is based on MPMC § 4.30.050(c). [Motion at 10:1-4.] That provision  
2 designates as a public nuisance “[a]ny building or structure which is partially destroyed, damaged,  
3 abandoned, boarded up, dilapidated, or *permitted to remain in a state of partial construction.*”  
4 [RJN, Ex. 2]. The City contends that Defendants are “permitting” the 7 Leaves project to “remain  
5 in a state of partial construction” and that this entitles the City to a preliminary injunction.

6 According to the City, “where the law expressly declares something to be a nuisance, then  
7 no inquiry *beyond its mere existence* need be made and in this sense its mere existence is said to  
8 be a nuisance *per se.*” [Motion at 9:15-20, citing *People v. ConAgra Grocery Products, Inc.*  
9 (2017) 17 Cal.App.5th 51, 114.] The threshold question, under the City’s own analysis, is whether  
10 the City proved “the mere existence of the alleged nuisance *per se*, specifically, that Defendants  
11 “*permitted*” the Property to “*remain in a state of partial construction.*”

12 There is, unfortunately, no case law interpreting the meaning of phrase “permitted to  
13 remain in a state of partial construction” in the context of an active construction project or  
14 otherwise. Courts interpret local ordinances using the same rules of interpretation applicable to  
15 statutes. (*Lyles v. Sangadeo-Patel* (2014) 225 Cal.App.4th 759, 764-765.) In interpreting a statute,  
16 words “should be given the meaning they bear in ordinary use.” (*Id.*) However, where “the  
17 interpretation claimed leads to injustice, oppression or to absurd consequences, the general terms  
18 used in a statute will be limited in their scope so as to avoid such a result.” (*Id.*, citing *People v.*  
19 *Ventura Refining Co.* (1928) 204 Cal. 286, 290.) Even “the literal meaning of the words may be  
20 disregarded to avoid absurd results.” (*California School Employees Assn. v. Governing Bd. of*  
21 *South Orange County Community College Dist.* (2004) 124 Cal.App.4th 574, 588.

22 “Courts do not examine statutory language ‘in isolation, but in the context of the statutory  
23 framework as a whole in order to determine its scope and purpose and to harmonize the various  
24 parts of the enactment.” (*Lyles v. Sangadeo-Patel* (2014) 225 Cal.App.4th 759, 765). They must  
25 “construe a provision with reference to the entire scheme of law of which it is part so that the  
26 whole may be harmonized and retain effectiveness.” (*May v. City of Milpitas* (2013) 217  
27 Cal.App.4th 1307, 1336.)

28 When interpreting a statute, “a practical interpretation should be applied to the statute,

1 resulting in “wise policy rather than mischief or absurdity.” (*In re Z.R.* (2008) 168 Cal.App.4th  
2 1510, 1513 (citing *In re Rosalio S.* (1995) 35 Cal.App.4th 775, 778.) Courts consider the  
3 consequences that flow from an interpretation of a statute in order to prevent mischief or absurdity  
4 in its application. (*Smith v. Workers' Comp. Appeals Bd.* (2007) 146 Cal.App.4th 1032, 1036-1037  
5 citing *Dyna-Med, Inc. v. Fair Employment & Housing Com.* (1987) 43 Cal.3d 1379, 1392.)

6 In order for an ordinance to survive constitutional challenge based on vagueness, (1) the  
7 statute must not forbid nor require the doing of an act in terms so vague that men of common  
8 intelligence must necessarily guess at its meaning and differ as to its application; (2) the language  
9 must be definite enough to provide a standard of conduct as well as a standard by which  
10 adjudicating agencies can ascertain compliance; (3) the words used should be well known enough  
11 to enable affected persons to understand and correctly apply them; they must be either of long-  
12 standing usage in the profession or industry involved or those which have been interpreted by the  
13 courts, or those the meaning of which may be determined by knowledge and experience, or those  
14 which may be made reasonably certain by reference to common law or legislative history.  
15 (*Echevarrieta v. City of Rancho Palos Verdes* (2001) 86 Cal.App.4th 472, 483).

16 MPMC § 4.30.050 is similar to ordinances in dozens of other California municipalities and  
17 appears to derive from one of the model codes intended to provide basic uniform building and  
18 maintenance standards for California cities, which each city can then tailor to its needs. The City  
19 does not define “permitted to remain in a state of partial construction.” However, numerous  
20 similar provisions have been adopted by other cities. These differ from Monterey Park’s version  
21 by including a “reasonableness” element or lists of specific additional criteria which must be  
22 considered in order to constitute a violation of the ordinance. Unlike neighboring and nearby  
23 cities such as Alhambra, Commerce, South Pasadena, and Norwalk, Monterey Park’s version of  
24 the model ordinance provides no guidance whatsoever to assist in determining when the provision  
25 has been violated. Neighboring Alhambra’s version of the same provision is instructive. Alhambra  
26 Municipal Code § 6.26.030(f) provides:

27 “(f) Buildings or other structures, or portions thereof, that are partially constructed or  
28 destroyed or allowed to remain in a state of partial construction or destruction for an unreasonable  
period of time. One or more of the following factors may be used by the city to establish whether

1 buildings or other structures, or portions thereof, have been partially constructed or destroyed for  
2 an unreasonable period of time:

3 1. The degree of partial construction or destruction and the cause therefor.

4 2. Whether or not this condition constitutes an attractive nuisance or if it otherwise poses  
5 or promotes a hazard to the health, safety, or welfare of the occupants or the general public.

6 3. The degree of visibility, if any, of this condition from public or adjoining private real  
7 property.

8 4. The scope and type of work that is needed to abate this nuisance.

9 5. The existence of any current and valid approvals, permits, or other entitlements for the  
10 partially constructed or destroyed building or structure.

11 6. The promptness with which a responsible person has applied for and obtained all  
12 required city approvals and permits in order to lawfully commence the necessary construction  
13 or demolition.

14 7. Whether or not a responsible person has complied with other required technical code  
15 requirements, including requesting and passing required inspections in a timely manner, while  
16 performing the necessary construction or demolition.

17 8. Whether or not a responsible person has applied for extensions to a technical code  
18 permit or renewed an expired permit, as well as the number of extensions and renewals that a  
19 responsible person has previously sought or obtained from the city.

20 9. Whether or not a responsible person has made substantial progress, as determined by  
21 the city, in performing the necessary construction or demolition under a technical code permit  
22 that has expired, or is about to expire.

23 10. Whether delays in completing the necessary construction or demolition under a  
24 technical code permit have occurred, and the reasons for such delays.”

25 [RJN, Ex. 3]. City of Commerce Municipal Code § 9.32.040 is substantially identical to  
26 Alhambra’s above, as is City of Monrovia Municipal Code § 8.12.030. [RJN, Ex. 4-5].

27 Although MPMC § 4.30.050(c) itself provides no guidance, its intent may be gleaned from  
28 § MPMC § 4.30.020, which sets out the underlying purpose of the City’s nuisance ordinances.  
Municipal Code § 4.30.020(a) states that the purpose of the City’s nuisance statute is “to protect  
its citizens and their property from conditions which are offensive or annoying to the senses,  
detrimental to property values and community appearance, or hazardous or injurious to the health,  
safety, or welfare of the general public.” [RJN, Ex. 1].

Subsection 4.03.020(c) states: “It is the purpose of this chapter to provide a just, equitable,  
and practical method, in addition to any other remedy available at law or equity, whereby lands or  
buildings which are dilapidated, unsafe, dangerous, unsanitary, or cluttered with weeds and/or  
debris, abandoned vehicles, machinery or equipment, which are a menace, or hazard to life, limb,  
safety, health, morals, property values, aesthetic standards, or the general welfare of the city of  
Monterey Park, may be required to be repaired, renovated, vacated, demolished, made safe, or

1 cleaned up by removal of offensive conditions.” [Id.]

2 According to these provisions, the underlying purpose of § 4.30.050 and its companion  
3 ordinances is to prevent or abate various dangerous or otherwise harmful conditions. [RJN, Ex. 1-  
4 2]. The City does not and cannot argue that any such conditions exist at the Property. Defendants’  
5 evidence shows that no such conditions exist there. In addition, Defendants have shown that the  
6 City consistently and expressly permitted protracted and far graver violations at the property  
7 immediately adjacent to the north, and at other substantially similar properties. Defendants  
8 included this evidence in their Jan. 31, 2025 Opposition because it demonstrates and supports their  
9 defense that the City’s treatment of the Chans is inconsistent with the City’s customary application  
10 and interpretation of the same provisions as applied to similar properties.<sup>1</sup>

11 The key words “permitted” and “remain” are interpreted in their ordinary meaning. To  
12 “permit” means “[t]o suffer, allow, consent, let; to give leave or license; to acquiesce, by failure to  
13 prevent, or to expressly assent or agree to the doing of an act.” (*Choi v. Mario Badescu Skin Care,*  
14 *Inc.* (2016) 248 Cal.App.4th 292, 299 citing Black's Law Dict. (6th ed. 1990) p. 1140, col. 1; and  
15 Webster's 3d New Internat. Dict. (1971) p. 1683, col. 3.) "To permit means to allow or consent to,  
16 and is the legal equivalent that it was done with the consent and knowledge of the person charged,  
17 implying an intent to do the thing complained of. Thus knowledge and an active operation of the  
18 mind are required; and the passive happening of the event is not enough.” (*Bradford v. Sargent*  
19 (1933) 135 Cal.App.324, 332 (internal citations omitted.)) “Remain” means “to continue  
20 unchanged.” (See Merriam-Webster Dictionary online at [https://www.merriam-](https://www.merriam-webster.com/dictionary/remain)  
21 [webster.com/dictionary/remain.](https://www.merriam-webster.com/dictionary/remain))

22 Defendants have not allowed, consented or acquiesced in causing the Project to remain  
23 incomplete. Defendants and their various construction professionals have been in constant contact

24 \_\_\_\_\_  
25 <sup>1</sup> In their 3/28/2025 Answer, Defendants allege the defense of selective enforcement in violation  
26 of the Equal Protection clauses of the federal and state constitutions. Defendants assert a “class of  
27 one” equal protection defense, namely (1) the Defendants were treated differently from other  
28 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, 858 and cases cited therein).

1 with the City in their ongoing effort to complete the Project and to resolve what even Building  
2 Official Tarango acknowledged were serious technical obstacles, some of which eluded both the  
3 Chans’ engineers/architects and City planning and engineering staff. The Chans secured the  
4 necessary permits, retained a new licensed general contractor after the prior contractor abandoned  
5 the Project, identified important overlooked design issues, and arranged a meeting between  
6 Defendants’ new general contractor and Building Official Dennis Tarango.

7 A city employee who was personally involved in the administration and implementation of  
8 a local ordinance, and who established a sufficient foundation based on personal knowledge, may  
9 testify as to that employee’s personal knowledge of how that ordinance has been applied. (*Symons*  
10 *Emergency Specialties v. City of Riverside* (2024) 99 Cal.App.5th 583, 594.) “To aid in such  
11 interpretation, a public employee may testify regarding the manner in which a statute, ordinance, or  
12 regulation has been administered or enforced.” (*Id.*) City officials, however, provided nothing.

13 In his Declaration, City Code Compliance Officer Rey Lozano points to numerous years-old  
14 and long-since-remedied code citations but provides no guidance in determining when a property  
15 has “been permitted to remain in a state of incomplete construction.” Lozano provides no other  
16 example where the City ever applied MPMC § 4.03.050(c), let alone applied it to an active  
17 construction project whose principals and contractors have been in continual contact with the City  
18 since 2023. If such instances indeed exist, they necessarily would have been memorialized in City  
19 notices, citations, and similar documents. Yet there is no evidence of such in the Motion.

20 The City urges an interpretation of § 4.30.050(c) with no interpretive guardrails whatsoever.  
21 This would render the ordinance vague and overbroad on its face and as applied. Such an  
22 interpretation would lead to an absurd and unworkable result because it would criminalize every  
23 building project in the City from the commencement of construction through completion, and would  
24 vest unfettered and arbitrary ‘enforcement authority in the City. Such an ordinance would fail for  
25 vagueness and overbreadth under *Echevarrieta v. City of Rancho Palos Verdes* (2001) 86 Cal. App.  
26 4th 472, 483. Accordingly, the Motion should be denied on this ground also.

27  
28

1           **F. The Undertaking amount should be at least \$500,000.**

2           Pursuant to Code of Civil Procedure section 529, courts must require an undertaking when  
3 granting a preliminary injunction. (*Stevenson v. City of Sacramento* (2020) 55 Cal.App.4<sup>th</sup> 545, 555;  
4 *Abba Rubber Co. v. Seaquist* (1991) 235 Cal.App.3d 1, 10.) The purpose of the bond is to  
5 compensate defendants for damages incurred if the court finally determines that the plaintiff was  
6 not entitled to the injunction. All reasonably foreseeable damages, including defense costs, should  
7 be considered. (*Abba Rubber Co. v. Seaquist* at 235 Cal.App.3d at 15.)

8           Here, Edward M. Chan estimates the Chans' remaining construction costs at \$500,000 to  
9 \$700,000. (Supp. Chan Decl. at ¶ 24). If the City requires all work to be performed by union labor  
10 and in accordance with prevailing wage requirements, completion cost could exceed \$1,000,000.  
11 Should the Court adopt a proposed order containing unworkable construction deadlines, Defendants  
12 will necessarily incur additional litigation costs and be exposed to potential contempt proceedings.  
13 [Krastins Supp. Decl., ¶ 12.] Defendants' counsel estimates that litigating this matter through trial  
14 will cost no less than \$200,000. [*Id.*]

15           The difference between the Chans' high estimated cost and the estimated cost if performed  
16 by the City is conservatively estimated at \$300,000. Estimated additional legal fees are \$200,000.  
17 Accordingly, the undertaking should be in an amount not less than \$500,000.

18           **IV. CONCLUSION**

19           Plaintiffs failed to establish a legal or factual basis for preliminary injunctive relief.  
20 Granting Plaintiff's Motion would ensnare the Court into passing on technical engineering and  
21 construction matters outside the expertise of counsel or the courts. The Motion fails and should be  
22 denied. If this Court is inclined to grant the Motion, an undertaking should be required in the amount  
23 not less than \$500,000.

24           Dated: May 12, 2025

**LAW OFFICE OF ANDREW O. KRASTINS**

25           

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

**EVIDENCE ITEM 12**

Exhibit 12

**EVIDENCE ITEM 12**

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**  
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Executive Officer/Clerk of Court,  
By A. Oliva, Deputy Clerk

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12 Attorneys for Defendants Edward M. Chan,  
13 Edward M. Chan as Trustee of the Chan Family  
14 Living Trust, Howard Chan, Man-Fei Chan Gold and  
15 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

**SUPPLEMENTAL DECLARATION OF  
EDWARD M. CHAN RE STATUS OF 795  
W. GARVEY PROPERTY, 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;  
Suppl. Declaration of Andrew O. Krastins;  
Declaration of Tar Khong ("Thomas")  
Vong; exhibits]**

Date: May 23, 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 Supplemental Declaration in opposition to Plaintiff's Motion for Issuance  
3 of Preliminary Injunction. I am over eighteen years of age and am a Defendant in this action. If  
4 called as a witness, I could and would testify to the following facts from my own personal  
5 knowledge.

6 2. My family is developing the northeast corner of Atlantic Boulevard and Garvey  
7 Avenue with a 7 Leaves coffee shop and other commercial space ("the Project"). In late 2024, I  
8 discovered that the license of my general contractor of record for the Project had lapsed. I promptly  
9 retained a new licensed general contractor of record, Joven Engineering and Construction ("Joven").

10 3. In February 2025, I noted that Joven was no longer timely responding to our inquiries.  
11 I telephoned Joven's office. His staff informed me that Joven was in Northern California working on  
12 a different project. I needed to communicate with Joven in order to complete the Project and to  
13 resolve the City's lawsuit. During February 2025, I sent him at least four emails advising him of  
14 permit approvals and other Project developments. Neither Joven nor his staff responded to these.  
15 [True and correct copies of four February 2025 emails which I sent to Joven are attached hereto as  
16 **Exhibit A.**]

17 4. I also left numerous telephone messages at Joven's office and on his personal cell  
18 phone. Neither Joven nor his staff responded to these. By late February, we began to suspect that  
19 Joven had indeed abandoned the Project. On March 12, 2025, I sent Joven and his assistant an email  
20 detailing my repeated unsuccessful attempts to contact him. I asked that he notify us if he was still  
21 interested in proceeding with the Project. We received no response and concluded that Joven had  
22 indeed abandoned the Project. [A true and correct copy of my March 12, 2025 email to Joven is  
23 attached hereto as **Exhibit B.**]

24 5. I asked my business contacts at 7 Leaves if they could recommend a replacement for  
25 Joven. They recommended two licensed general contractors.

26 6. Our Project architect also recommended a licensed general contractor, Thomas Vong,  
27 of Solidway Construction, Inc. ("Solidway"). I contacted Mr. Vong and provided him with the plans

1 and other Project documents. Mr. Vong advised us that the plans contained small but very serious  
2 inaccuracies involving the elevations and grading of the Project site. The elevations were wrong by 2-  
3 3 feet. I understand that these small but important details were overlooked by both Cal Land  
4 Engineering and the City's own engineering and planning staff. Trying to conform with the erroneous  
5 plans would bring work to a stop, require redoing earlier completed work, or reduce available parking  
6 below the required number of spaces. [*Id.*]

7 7. I contacted the two general contractors recommended by 7 Leaves. One of these  
8 reviewed the Project for several weeks and then declined to submit a bid. The other potential  
9 contractor did not address the issues discovered by Mr. Vong.

10 8. We decided that Solidway and Mr. Vong were the best candidates to take over  
11 completion of the Project. However, Mr. Vong advised that he could not submit an informed bid until  
12 the elevation and grading issues were resolved with the City.

13 9. On April 17, 2025, our attorney Andrew O. Krastins contacted the City's attorney and  
14 proposed that Mr. Vong meet with City staff onsite to address the potential problems which Mr. Vong  
15 discovered. The meeting was scheduled for April 30, 2025.

16 10. On April 30, 2025, Mr. Vong and I met at the Project site with City Building Official  
17 Dennis Tarango and other City staff. Building Official Tarango agreed that the elevation/grading  
18 issues did indeed need to be resolved.

19 11. During our meeting at the site, Building Official Tarango, Mr. Vong, and I identified  
20 aspects of the Project which could be undertaken immediately, with resolution of the  
21 grading/elevation issues left for a later date. Building Official Tarango stated that he would  
22 immediately renew the lapsed building permit. Mr. Vong advised that he would contact the City in  
23 person early during the workweek of May 5, and that he would be contacting and meeting with our  
24 other contractors.

25 12. On May 5, 2025, I sent an email to City of Monterey Park Contract Manager Peter  
26 Shiau in which I introduced Mr. Vong and his company, Solidway, as the new general contractor for  
27 the Project. I also forwarded technical questions Mr. Vong had about beginning work on the

1 sidewalk and driveway portions of the Project. [A true and correct copy of my May 5, 2025 email to  
2 Shiau and Shiau's May 7, 2025 response are attached hereto as **Exhibit C.**]

3 13. On May 6, 2025, Mr. Vong spoke to City staff in an attempt to begin work on the  
4 sidewalk and driveway. Staff at the counter told Mr. Vong that they would get back to him the  
5 following week and that street construction along Atlantic Boulevard could delay our work on the  
6 sidewalk and driveway.

7 14. On May 6, 2025, I went to City Hall and attempted to obtain the building permit  
8 which  
9 Building Official Tarango said he would renew. Staff at the counter accepted my application but said  
10 that we would have to wait because they apparently had received no such instruction from Building  
11 Official Tarango. On May 7, 2025, I submitted a renewal application and the permit was issued the  
12 same day . [True and correct copies of the relevant email exchange, payment receipt and issued  
13 permit are attached hereto as **Exhibit D.**]

14 15. On May 7, 2025, I also retained US Construction Enterprises Corp. ("USCEC"), a  
15 company recommended by Mr. Vong, to perform the concrete work for the sidewalk and driveway. I  
16 also sent a separate email to introduce the concrete contractor to City Contract Manager Peter Shiau  
17 in order to open a direct line of communication between USCEC and the City. [A true and correct  
18 copy of my May 7, 2025 emails to USCEC and to Peter Shiau are attached hereto as **Exhibit E.**]

19 16. Progress on the Project was impeded by the City's repeated insistence that I was  
20 prohibited from communicating with City staff regarding the Project and that all such  
21 communications could only be made by our licensed general contractor. But Building Official  
22 Tarango urged us to deal directly with the City's own contractors. This led to more confusion and  
23 acrimony. [See my prior Declaration filed on 1/31/2025 for this Court's February 14, 2025 hearing, at  
24 paragraphs 62-79 and the attached Exhibits.]

25 17. Because former contractor Joven stopped communicating with us, no additional work  
26 could take place without violating the City's demand that I communicate with the City only through  
27 the general contractor. Work could only resume after we retained a new licensed general contractor.

1           18.     As of the date of this Declaration, general contractor Vong and his firm Solidway are  
2 vigorously pursuing completion of the Project. Mr. Vong has met with and communicated with all  
3 the relevant contractors, and with relevant City staff. I have done and am doing everything I can to  
4 facilitate completion of the project and to encourage direct communication between the City and our  
5 general and other contractors.

6           19.     I anticipate that in the days before May 23, 2025, Mr. Vong and I will meet in person  
7 at City Hall with Dennis Tarango, other City staff and our respective attorneys to identify the  
8 remaining technical issues.

9           20.     I reviewed the City's Proposed Order filed with the subject Motion for Preliminary  
10 Injunction. First, we have never used unlicensed contractors, other than the initial general contractor  
11 who I promptly terminated upon learning that his license had lapsed. Joven always was and is duly  
12 licensed, as are Solidway and Thomas Vong. Demands to the contrary in the City's Proposed Order  
13 do not make sense. We now retain a highly respected and competent general contractor with whose  
14 work Building Official Tarango is familiar. Mr. Tarango so stated at our April 30, 2025 meeting.

15           21.     The mandatory completion dates in the City's Proposed Order are moot, have passed  
16 or are not possible. The City provided no reason or justification for the various mandatory completion  
17 dates. Completion necessarily will progress in accordance with the practices of Mr. Vong and the  
18 other professionals we have retained to complete the Project in cooperation with the relevant City  
19 planning, engineering, and building professionals. The April 25, 2025 completion date for "the entire  
20 sewer system" and "on-site drainage system (parking lot)" has already passed. The June 27, 2025  
21 date for "complete parking lot grading, installation of all electrical elements, paving, striping . . as  
22 inspected and approved by the City" is similarly unworkable because Mr. Tarango himself postponed  
23 resolution of the grading/elevation errors to an unspecified later date. Had Joven remained on the job  
24 and hastily implemented the plans without detecting the elevation/grading errors, the result would  
25 have been disastrous and would have caused even greater delays.

26           22.     In my previous Declaration filed on 1/31/2025 in connection with the February 14,  
27 2025 hearing, I described in detail the numerous and dangerous code violations at the vacant lot

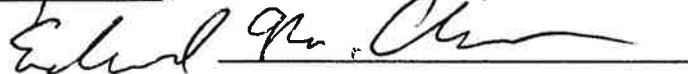
1 adjacent to the north of our shopping center, at 220 N. Atlantic Avenue. Through Public Records Act  
2 requests and written discovery, I learned that the City knowingly permitted these to exist, and has  
3 been allowing that parcel to be used as a storage yard for unattended heavy equipment and sewer  
4 piping. That lot has consistently been strewn with litter, weeds, cracked pavement, graffiti and dead  
5 trees. This vacant lot is still being used as a storage yard for heavy equipment.

6 23. From the documents we obtained from the City, I concluded that the City targeted our  
7 property for improper selective enforcement by issuing multiple notices of violation in the space of a  
8 few days for the same and more abundant violations that were existing at 220 N. Atlantic and against  
9 which the City has taken no action. I concluded that the City is interpreting and applying its nuisance  
10 ordinances against our property in a manner that is different from the City's ordinary application of  
11 those provisions in connection with substantially identical properties. [See Edward M. Chan  
12 Declaration filed on January 31, 2025, at para. 20-28 and its attached exhibits.]

13 24. Based on my experience and knowledge of the Project, I estimate that my family's  
14 costs  
15 to complete construction will be between \$500,000 and \$700,000. Were the work to be performed  
16 exclusively by union labor and under prevailing wage rules which I understand govern City projects,  
17 the costs could easily exceed \$1,000,000. My low estimate for the cost difference between my family  
18 completing the work and the City completing the work is \$300,000.

19  
20 I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is, to the best of my knowledge, true and correct.

22  
23 Executed on May 12, 2025 at South Pasadena, California.

24 

25 Edward Chan

**EVIDENCE ITEM 13**

**EVIDENCE ITEM 13**

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  
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County of Los Angeles  
5/12/2025 3:50 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Oliva, 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

**SUPPLEMENTAL DECLARATION OF  
ANDREW O. KRASTINS IN SUPPORT  
OF DEFENDANTS' 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;  
Proposed Order re Evidentiary Objections;  
Declarations of Edward M. Chan and  
Thomas Vong; exhibits]**

Date: May 23, 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, Edward M. Chan as Trustee of the Chan Family  
4 Living Trust, Howard Chan, Man-Fei Chan Gold and Patricia Yu Chan in the instant action. I have  
5 personal knowledge of the facts set forth herein; as to those facts declared upon information and belief,  
6 I believe them to be true, and if called as a witness to testify, could and would competently do so.

7 2. On February 14, 2025, the Court continued the hearing on the City's Motion for  
8 Issuance of Preliminary Injunction to April 11, 2025 because Movant had not timely served  
9 Defendant Edward M. Chan as Trustee of the Chan Family Living Trust. The Court noted that the  
10 parties shared the common goal of timely completing the 7 Leaves Project, and instructed the parties  
11 to confer regarding what construction-related issues needed to be resolved.

12 3. On February 24, 2025, I participated in a telephone conference with the City's  
13 counsel, Timothy E. Campen, and counsel for the Raymond Chan/Cindi Chan Defendants, Allan  
14 Cohen. Because counsel were not knowledgeable in engineering, geology, architecture and other  
15 construction-related matters, I suggested that we organize an informational meeting – at City Hall –  
16 between the Chans' general contractor and other relevant professionals and relevant City staff. My  
17 intent was to permit the persons most knowledgeable of the Project and its technical intricacies to  
18 educate counsel in a non-adversarial environment. I initially proposed that these persons meet  
19 among themselves and then report to their respective counsel so that there would be no risk of  
20 adversarial interference. Mr. Campen was not amenable to this idea and we agreed to meet at City  
21 Hall and a yet to be determined date.

22 4. On March 4, 2025, City counsel Campen suggested that the informational meeting  
23 be set for March 17, 2025. I subsequently learned that designated general contractor Joven has  
24 ceased communicating with the Chans were concerned that Joven may have abandoned the Project  
25 without informing the Chans. These facts are set out in the Supplemental Chan Declaration. I  
26 advised all counsel of the problem and we ultimately stipulated to request that the Court continue  
27 the hearing to May 23, 2025. The Court granted the request.

28

1           5.       As set forth in the Supplemental Chan Declaration, Edward Chan considered  
2 contractors recommended by 7 Leaves. The Chans' Project architect suggested Thomas Vong, of  
3 Solidway Construction, Inc. Vong carefully examined the plans and noted serious errors in grading  
4 and elevations which were problematic. Vong stated that he could not submit an informed bid  
5 without resolving these issues with the City.

6           6.       On April 17, 2025, I telephoned Mr. Campen and explained the elevation/grading  
7 issues. I explained that prospective contractor Vong could not provide an informed bid unless he  
8 could resolve those issues with the City.

9           7.       I suggested that Vong and City staff meet at the Project site in order to arrive at a  
10 mutual understanding of what needed to be done. We tentatively scheduled a meeting for April 30.  
11 2025. I suggested that the meeting take place without the participation of attorneys.

12           8.       On April 30, 2025, Mr. Vong and Edward Chan met with City Building Official  
13 Dennis Tarango at the Project site. According the Declarations of Edward Chan and Vong, the  
14 meeting was a success. Tarango acknowledged the problems posed by the elevation and grading  
15 errors in the approved plans. Tarango suggested that the parties defer resolution of the  
16 grading/elevation issues to an unspecified future date and that the parties focus on work that can be  
17 commenced immediately. According to Edward Chan and Vong, the elevation/grading issues  
18 directly impact completion of the parking area and related improvements adjacent to the north of  
19 the building itself.

20           9.       On May 6, 2025, I telephoned Mr. Campen and advised that Vong/Soliday that the  
21 Chans had retained Vong/Solidway as a replacement for Joven. Mr. Campen stated that he is  
22 "thrilled" that Vong/Soliday have been retained and had discussed the April 30, 2025 meeting with  
23 Tarango. We also discussed my proposed informational meeting at City Hall between the Chans'  
24 professionals and City staff. Based on availability of the parties, we set the meeting for May 19,  
25 2025.

26           10.      I stressed to Mr. Campen that my purpose in suggesting the meeting was to educate  
27 counsel and to candidly resolve real technical issues among themselves. I told Mr. Campen that I  
28 did not want the meeting to become adversarial and devolve into acrimony. I stated that the

1 attorneys' participation should be minimal, limited to questions needed to understand the technical  
2 issues.

3 11. I recently conducted a Lexis search in all California sources for the phrase "command  
4 certain conduct"; this search disclosed no instance of it appearing in any California authority,  
5 whether case, statute, or practice guide.

6 12. My billing rate in this matter is \$400.00 per hour. Should Plaintiff's Motion be  
7 Granted, and should Defendants ultimately prevail at trial, I estimate that Defendants could ill incur  
8 litigation costs in the amount of approximately \$200,000. This amount derives from the likelihood  
9 that Plaintiffs will seek court intervention if their unilaterally set deadlines are not met. It also  
10 derives from the complexity of the factual issues relating to establishing Defendants' "class of one"  
11 equal protection defenses under the federal and state constitutions.

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

14  
15 Executed on May 12 , 2025 at Long Beach, California.

16  
17 

18 \_\_\_\_\_  
19 Andrew O. Krastins

**EVIDENCE ITEM 14**

Exhibit 14

**EVIDENCE ITEM 14**

1 Andrew O. Krastins, Esq. (State Bar No. 179699)  
2 Beverly J. Bickel, Esq. (State Bar No. 182600)  
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David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Oliva, Deputy Clerk

8 Attorneys for Defendants Edward M. Chan,  
9 Edward M. Chan as Trustee of the Chan  
10 Family Living Trust, 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 TAR KHONG  
("THOMAS") VONG**

**[filed concurrently with Opposition to  
Motion for Issuance of Preliminary  
Injunction of Edward M. Chan as Trustee  
of the Chan Family Living Trust; Request  
for Judicial Notice; Supplemental  
Declarations of Edward M. Chan and  
Andrew O. Krastins; exhibits]**

Date: May 23, 2025

Time: 8:30 a.m.

Dept.: E

Judge: The Hon. Ashfaq G. Chowdhury

Action Filed : March 7, 2024

Trial Date : None Set

20 I, Tar Khong Vong declare:

21 1. I am over eighteen years of age and am not a party in this action. If called as a

1 witness, I could and would testify to the following facts from my own personal knowledge.

2           2.       I am a licensed general building contractor and have held a California Class B General  
3 Building Contractor license and a Class C36 Plumbing license since November 2, 1992.

4           3.       I am the Responsible Managing Officer of Solidway Construction, Inc., which  
5 operates under California Contractors State License Board License No. 657819, issued on November  
6 2, 1992.

7           4.       I am the licensed general contractor of record for the construction project at 795 W.  
8 Garvey Ave. in Monterey Park.

9           5.       On March 20, 2025, I met with the Chans onsite at the northeast corner of Atlantic  
10 Boulevard and Garvey Avenue in Monterey Park to discuss their ongoing construction project there.  
11 Mr. Chan advised me that the licensed general contractor of record had ceased communicating with  
12 the Chans and had abandoned the project. Mr. Chan asked if my firm would be interested in taking  
13 over the remainder of the project and overseeing its completion.

14           6.       I examined in detail the project plans prepared by CalLand Engineering, Inc.  
15 (“Cal Land”). From my experience, I understand Cal Land to be a highly competent and respected  
16 firm with decades of experience which has worked on projects in many Southern California cities.

17           7.       Upon carefully scrutinizing the plans, I discovered inaccuracies in the calculation of  
18 certain project elevations and gradings which made the current design potentially unworkable. It was  
19 apparent that neither Cal Land nor the City’s own experienced planning staff detected the error. If the  
20 error and its consequences were left unaddressed, I could not prepare an informed bid.

21           8.       On April 10, 2025, we met Cal Land at the site to discuss the elevation and grading  
22 issues. I advised the Chans that before I could submit a bid, I would need to meet with City Staff at  
23 the project site and come to a mutual understanding regarding the project design and how to move  
24 forward. I understand that the Chans were able to arrange a meeting at the site with City Building  
25 Official Dennis Tarango.

26           9.       On April 30, 2025, Edward Chan and I met at the project site with Building Official  
27 Tarango and other City staff. During the meeting, Building Official Tarango acknowledged the

1 technical issues posed by the inaccuracies in the current plans. We agreed to move forward with  
2 portions of the project not affected by the elevation and grading issues. Mr. Tarango stated that we  
3 could resolve the grading/elevation issues at an unspecified later date.


4 10. After the meeting, I agreed that my firm would serve as the general contractor and  
5 oversee completion of the Chans' portion of the construction.

6 11. I personally went to City Hall on May 5, 2025 and spoke to staff about beginning  
7 work as soon as possible on the sidewalk. Staff informed me that they would contact me the  
8 following week, and that there may be delays caused work on the sidewalk and driveway might  
9 interfere with public works projects along Atlantic Boulevard.

10 12. I intend to complete all work on the Project in as efficient and thorough manner as  
11 possible.

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

14  
15 Executed on 5-9-25, 2025 at Monterey Park, California.

16  
17   
\_\_\_\_\_  
18 Tar Khong ("Thomas") Vong  
19  
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**EVIDENCE ITEM 15**

**EVIDENCE ITEM 15**

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**  
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Superior Court of California,  
County of Los Angeles  
5/16/2025 2:22 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By Z. Agazaryan, Deputy Clerk

8 Attorneys for Defendants, Edward M. Chan,  
9 Edward M. Chan as Trustee of the Chan  
10 Family Living Trust, Howard Chan,  
11 Man-Fei Chan Gold and Patricia Yu Chan  
12

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

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

17 Plaintiffs,

18 v.

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

20 Defendants.

CASE NO.: 24NNCV00087

**DEFENDANTS' REPLY TO PLAINTIFFS'  
OPPOSITION TO DEFENDANTS'  
MOTION FOR JUDGMENT ON THE  
PLEADINGS AND FOR ORDER  
DECLARING MOVANTS TO BE  
PREVAILING PARTIES ENTITLED TO  
AWARD OF ATTORNEYS' FEES;  
MEMORANDUM OF POINTS AND  
AUTHORITIES**

**[Request for Judicial Notice filed  
concurrently herewith.]**

Date: May 23, 2025  
Time: 8:30 A.M.  
Dept.: E  
Judge: The Hon. Ashfaq G. Chowdhury

**Res. Id.: 432579251311**

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

21  
22  
23  
24 Defendants Edward M. Chan, Edward M. Chan as Trustee of the Chan Family Living  
25 Trust, Howard Chan, Man Fei Chan Gold and Patricia Chan respectfully submit this Reply to  
26 Plaintiff City's Opposition (filed May 12, 2025) to Movants' Motion (filed March 11, 2025) for  
27 Judgment on the Pleadings and Request for Order Declaring' Movants to be Prevailing Parties  
28 Entitled to Award of Attorneys' Fees.

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. INTRODUCTION**

3 Contrary to Plaintiff’s Opposition claims, the State Housing Law, including its  
4 receivership provision, does not apply to nonresidential commercial structures unless they are  
5 used as housing. Senate Bill 1465, which became law on January 1, 2025 and upon which the  
6 Opposition relies (see Opp. at 2:11-26 and 8:1-15), is expressly intended to ensure that the State  
7 Housing Law covers only buildings that are not zoned, permitted, or originally intended for  
8 human habitation but are nonetheless being illicitly so used. Plaintiff fails to mention, let alone  
9 address, the numerous digests and legislative author’s statements which plainly state that the  
10 purpose of Senate Bill 1465 is to prevent the recurrence of recent high-profile tragedies  
11 involving sheds and warehouses illegally used for housing.

12 It is undisputed that the subject Property, a nonresidential commercial property, is not  
13 used as housing. Thus, the State Housing Law does not apply here, leaving the Opposition  
14 meritless and without a foundation in law or fact.

15 Plaintiffs also rely on non-existent authorities “SB 1468” and “H&S Code §17980(n)” for  
16 its key conclusions which are directly at odds with the actual State Housing Law and the  
17 legislative author’s statements of intent. (See Opp. at 3:1 - 4:20, 7:9-13, 9:14-16.)<sup>1</sup>

18 Plaintiffs’ arguments all fail and Movants’ Motion should be granted.

19 **II. FACTS**

20 Movants have always contended that the State Housing Law, H&S Code § 17920 et seq.,  
21 does not apply to non-residential commercial properties unless these are used as housing, and  
22 that Plaintiffs, therefore, cannot obtain a receivership under H&S Code § 17980.7. On Dec. 3,  
23 2024, Movants filed their initial MJOP on this ground, which was set for hearing on Feb. 14,  
24 2025. On Feb. 3, 2025, Plaintiff City filed opposing papers.

25  
26 \_\_\_\_\_  
27 <sup>1</sup>Plaintiff’s law firm appears to have conjoined SB 1465 with AB 468, a substantially  
28 identical measure introduced the same year by Assembly Member Sharon Quirk-Silva, resulting in  
the Opposition’s references to the non-existent “SB 1468”. AB 468 was never enacted. [Reply’s  
RJN, Ex. 4.]

1 Plaintiff's 2/3/25 opposition alleged that a recently enacted "Senate Bill 1468" and  
2 newly effective H&S Code § "17980(n)" extends the reach of the State Housing Law to  
3 encompass non-residential commercial properties which are not used as housing. [Reply RJN,  
4 Ex. 3.] Plaintiff's counsel attached to that 2/3/25 opposition his own declaration under penalty  
5 of perjury that "Senate Bill 1468", which was attached as Exhibit A to Plaintiff's Request for  
6 Judicial Notice "is a true and accurate copy of pertinent portions of the legislative history of  
7 Senate Bill 1468 as introduced on February 16, 2024 and subsequently signed into law on  
8 September 22, 2024." [Reply RJN, Ex. 2 (Plaintiff's 2/03/25 Request for Judicial Notice).]

9 Out of an abundance of caution, Movants took their initial MJOP off calendar in  
10 February 2025 in order to review these authorities cited by Plaintiff. Movants' review revealed  
11 that there was never a "Senate Bill 1468" amending the State Housing Law, and there was never  
12 and is not presently a "H&S Code § 17980(n)." Rather, Plaintiff's Exhibit A (purportedly the  
13 legislative history of Senate Bill 1468) consisted of some pages from the Legislative History of  
14 SB 1465, and did not contain any "H&S Code § 17980(n)."

15 The purpose of SB 1465 was to ensure that any structure *used for housing*, whether the  
16 use was legal or illegal and regardless of the structure's original purpose, fell within the  
17 definition of "substandard building." [Motion at 15:14-17:17 and referenced Exhibits.] Again,  
18 this means the subject Property falls outside the scope of the authority cited in the Opposition.

19 As discussed in the subject Motion, Plaintiff's counsel again refused to dismiss the  
20 Second Cause of Action, and Movants filed the subject Motion, addressing in detail the actual  
21 legislative history and intended scope of SB 1465. Plaintiff's current Opposition relies on the  
22 same non-existent authorities as its initial opposition. Plaintiff did not file a Request for Judicial  
23 Notice with its current Opposition but nonetheless includes links to what Plaintiff insists is the  
24 "legislative history for SB-1468." [Opp., p. 4-5.] This turns out to be the same material  
25 pertaining to SB 1465 that Plaintiff filed with its initial opposition.

26 At line 3:13 of the Opposition, Plaintiff states: "Most notably for purposes of  
27 Defendants' Motion, Health & Safety Code § 17980.3 was amended as follows." However,  
28 Plaintiff then quotes § 17920.3 and § 19780, with no mention of any "amended" section 17980.3.

1 At 4:12-17, Plaintiff insists: “Health & Safety Code §17980 was further modified to define  
2 “Substandard Building” by adding sub-section “(n)”, which reads, “Substandard building means  
3 a building, including any building used for human habitation, that is declared substandard  
4 pursuant to Section 17920.3.” No such provision exists or has ever existed. The link to SB 1465  
5 legislative material which Plaintiff provided contains a § 17980 which extends to subsection “g”  
6 and stops.

7 Plaintiff does not address the unambiguous statements in the digests of multiple readings  
8 of SB 1465 and the statements of Senator Archuleta himself that the amendments were intended  
9 to ensure that the State Housing Law encompasses *all* structures used for human habitation, not  
10 just traditional ones such as hotels, motels, apartments and houses. [See Motion’s March 11,  
11 2025 RJN, Exhibits 1 to 9 and the link to Senator Archuleta’s testimony at  
12 [https://www.senate.ca.gov/media-archive?title=&start\\_date=2024-04-02&end\\_date=2024-04-02](https://www.senate.ca.gov/media-archive?title=&start_date=2024-04-02&end_date=2024-04-02).  
13 The entire hearing, including Senator Archuleta’s testimony, witness testimony, and Senator  
14 Catherine Blakespear’s questions to Senator Archuleta, can be viewed at minutes 10:30 through  
15 34:07 of the video.

### 16 **III. ARGUMENT**

17 Defendants’ Motion should be granted because Plaintiff failed to demonstrate that the  
18 State Housing Law, including H&S Code § 17890.7, applies to commercial buildings not used  
19 for human habitation (such as the subject Property). Plaintiff ignored the legislative history of  
20 SB 1465 and the statements its sponsor made in legislative hearings as part of deliberations, all  
21 provided in the subject Motion. Instead, Plaintiff’s opposing papers repeatedly cite statutes that  
22 do not exist. Plaintiff’s arguments fail as a result, so Movants’ Motion should be granted in full.

#### 23 **A. As a threshold matter, Plaintiffs’ arguments fail because they did not request** 24 **judicial notice of the statutes relied upon nor provided copies thereof.**

25 On a demurrer or motion for judgment on the pleadings, the Court can only consider facts  
26 that appear on the face of the complaint or from matters judicially noticeable. (*Blank v. Kirwan*  
27 (1985) 39 Cal.3d 311, 318). No other extrinsic evidence can be considered. (*Ion Equipment*  
28 *Corp. v. Nelson* (1980) 110 Cal.App.3d 868, 881). Pursuant to California Evidence Code § 453,

1 conditional mandatory judicial notice shall be taken upon request of any matter specified in  
2 Section 452 when a party (a) gives each adverse party sufficient notice of the request to enable  
3 such adverse party to prepare to meet the request, and (b) furnishes the court with sufficient  
4 information to enable it to take judicial notice of the matter. (Cal. Evid. Code §453).

5 Here, the purported “legislative history” materials for the non-existent “SB 1468” and §  
6 17980(n), upon which Plaintiff relies throughout its Opposition, do not appear on the face of the  
7 pleadings. Therefore, they cannot be considered in ruling on the subject Motion absent a valid  
8 request for judicial notice. Plaintiff made no request for judicial notice, nor provided copies of  
9 the supposed “SB 1468” or 17980(n), nor provided authentication of any kind. Therefore,  
10 Plaintiff’s arguments based on these so-called authorities should be disregarded.

11 Accordingly, the Opposition’s arguments lacks a legal foundation, and the Motion should  
12 be granted.

13 **B. The statutory interpretations that Plaintiff urges on the Court are untenable**  
14 **and contrary to the plain intent of the Legislature.**

15 **1. Plaintiff’s interpretation of “substandard building” is inconsistent**  
16 **with the purpose of the State Housing Law and the intent of SB 1465.**

17 Plaintiffs repeatedly cite to a “Health & Safety Code §17980(n)”. There is no such  
18 statute. However, H&S Code §17920(n) provides: “Substandard building” means a building, or  
19 portion thereof, including any building used for human habitation, that is declared substandard  
20 pursuant to Section 17920.3” – the same language upon which Plaintiff relies. This material was  
21 indeed added in 2024 via Senator Archuleta’s SB 1465. Plaintiff contends that because the  
22 statute contains the phrase “including any building used for human habitation”, the statute now  
23 encompasses all buildings, regardless of whether they are used for human habitation.

24 Plaintiff’s argument fails because Plaintiff takes this phrase entirely out of its context  
25 with no regard to the statutory scheme as a whole. The Legislature’s intent was unambiguously  
26 stated in the seven bill analyses attached to Movants’ March 11, 2025 RJN. (Motion’s RJN at  
27 Exhibits 3 to 9). The digests of these analyses all begin with “This bill *allows any structure used*  
28 *for human habitation* to be declared a substandard building regardless of the zoning or approved

1 use of the building, and makes other changes to code enforcement procedures,” or substantially  
2 identical language.

3 Similarly, Senator Archuleta’s testimony plainly explains that the purpose of the bill was  
4 to prevent tragedies involving industrial or commercial structures improperly used as housing,  
5 such as the 2016 Ghost Ship fire and the Half Moon Bay shootings, both of which revealed  
6 commercial and industrial structures used as unsafe and squalid human dwellings. [Motion’s  
7 RJN, Exhibits 3 to 9.] It is clear from this expressed intent of the Legislature that “any building  
8 used for human habitation” was intended to encompass warehouses, sheds, and other industrial  
9 or commercial buildings in addition to the traditional residential houses, hotels, hostels, and  
10 similar structures.

11 Prior to SB 1465, the law did not apply to industrial and commercial buildings illicitly  
12 used for human habitation. The purpose of the bill was to ensure that such structures being so  
13 used would now be regulated under the State Housing Law. Nothing in the legislative history of  
14 H&S Code § 17920(n), or SB 1465 as whole, suggested any intention to expand the scope of the  
15 Housing Law to encompass commercial structures not used for human habitation. Nothing in the  
16 Housing Law or SB 1465 authorizes local governments to seek receiverships in connection with  
17 structures not actually used for human habitation.

18 The purpose of the State Building Standards Code, as opposed to the Housing Law, is “to  
19 establish the minimum requirements to safeguard the public health, safety and general welfare  
20 through structural strength, means of egress facilities, stability, sanitation, adequate light and  
21 ventilation, energy conservation, and safety to life and property from fire and other hazards  
22 attributed to the built environment and to provide safety to fire fighters and emergency  
23 responders during emergency operations.” (*Harrington v. City of Davis* (2017) 16 Cal.App.5th  
24 420, 438.)

25 The relevant regulations confirm that the State Housing Law is limited to structures used  
26 for human habitation. 25 C.C.R. 1(a) provides:

27 “The provisions of this subchapter shall apply in all parts of the state and *shall*  
28 *apply to the erection, construction, enlargement, conversion, alteration, repair,*  
*moving, removal, demolition, occupancy, use height, court area, sanitation,*  
*maintenance, and ventilation of all hotels, motels, apartment houses and*

1 *dwelling, or portions thereof and buildings and structures accessory thereto*  
2 approved for construction on or after the effective date of this subchapter except  
3 as otherwise provided in this subchapter.” [Emphasis added.]

4 H&S Code § 17921 sets out the scope of building standards, rule and regulations under  
5 the *State Housing Law*. Section 17921(a) states:

6 Except as provided in subdivision (b), the department shall propose the adoption,  
7 amendment, or repeal of building standards to the California Building Standards  
8 Commission pursuant to the provisions of Chapter 4 (commencing with Section  
9 18935) of Part 2.5, and the department shall adopt, amend, and repeal other rules  
10 and regulations for the protection of the public health, safety, and general welfare  
11 of the occupant and the public governing the erection, construction, enlargement,  
12 conversion, alteration, repair, moving, removal, demolition, occupancy, use,  
13 height, court, area, sanitation, ventilation and maintenance of *all hotels, motels,*  
14 *lodging houses, apartment houses, and dwellings, and buildings and structures*  
15 *accessory thereto*. Except as otherwise provided in this part, the department shall  
16 enforce those building standards and those other rules and regulations.” The other  
17 rules and regulations adopted by the department may include a schedule of fees to  
18 pay the cost of enforcement by the department under Sections 17952 and 17965.”  
19 [Emphasis added.]

20 The Housing Law draws a clear distinction between the scope and applicability of the two  
21 statutory schemes

22 If the Legislature intended SB 1465 to apply to *all* structures, SB 1465 would have  
23 amended the broader Building Standards Code. It did not do so, and there is no evidence that t  
24 SB 1465 was intended to encompass anything other than structures intended for and used for  
25 human habitation. That is the statutorily defined purview of the State Housing Law.

26 **2. Nothing in Health & Safety Code § 17920.3 suggests that buildings not**  
27 **intended or actually used for human habitation are subject to**  
28 **receivership proceedings under Health & Safety Code § 17980 et seq.**

At lines 8:16-22 of its Opposition, Plaintiff argues that it is entitled to a receivership  
under the Housing Law because “Health & Safety Code § 17980, *et seq.* is meant to apply to any  
building” that presents a hazard to not merely ‘occupants of the building’ but also to ‘nearby  
residents, or the public.” Plaintiff then cites Health & Safety Code § 17920.3. That section  
merely defines various types of substandard building for purposes of the housing law. Nothing in  
section 17920.3 supports the City’s argument.

Section 17920.3 provides: “Any building or portion thereof, regardless of zoning  
designation or approved uses of the building, including any dwelling unit, guestroom or suite of

1 rooms, or the premises on which the same is located, in which there exists any of the following  
2 listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of  
3 the occupants of the building, nearby residents, or the public shall be deemed and hereby is  
4 declared to be a substandard building.” It then lists numerous criteria which can constitute a  
5 substandard building. Many of these criteria overlap with provisions in the Building Standards  
6 Code, municipal nuisance code, and other regulations specific to buildings for human habitation.

7 That the statute references “nearby residents, or the public” does not expand the scope of  
8 the Housing Law to include buildings not intended or used for human habitation. It merely  
9 recognizes that such buildings can be an immediate danger to others, not merely the people  
10 living in them. This was demonstrated by the Ghost Ship Fire which inspired SB 1465, where  
11 the fire victims included both the “Ghost Ship” warehouse’s residents and their visitors.  
12 Plaintiff’s wildly overbroad reading of the law would potentially subject owners of any tool shed  
13 or storage facility to litigation because their structure does not contain amenities appropriate for  
14 houses, hotels, and other human shelters.

15 Because the subject Property is a commercial property not intended or used for human  
16 habitation, the State Housing Law is inapplicable here. Plaintiff’s reliance on it is therefore  
17 misplaced, and the Motion should be granted.

18 **C. The absence of appellate authority directly holding that the State Housing**  
19 **Law only applies to properties intended or used for human habitation merely**  
20 **shows that Plaintiff’s argument is so patently untenable it has not reached**  
21 **published appellate review.**

22 In the six decades since the State Housing Law was enacted, not a single published  
23 decision has applied H&S Code § 17910 et seq. to purely commercial structures not intended or  
24 used for human habitation. The absence of any such decisions indicates it has never come up for  
25 review. Plaintiff suggests that this dearth of authority supports its claims. On the contrary, the  
26 reason no authority expressly holds that H&S Code section 17980 et seq, or other provisions of  
27 the Housing Law *do not* apply to commercial and industrial buildings except those used for  
28 human habitation is because such a claim is so patently untenable it has not reached published

1 appellate review. It is the same reason there are no appellate opinions holding that the Motor  
2 Vehicle Code does not apply to department store escalators.

3 If the receivership provisions contained in H&S Code § 17980.7 were indeed available to  
4 abate all public nuisances, not just those deriving from substandard human dwellings, in the six  
5 decades since the State Housing Law was enacted, then earnest and diligent city staffs  
6 throughout the State would surely have put such powerful tools to use. Judging from the  
7 appellate record, they have not. This supports the Motion, not the Opposition.

8 For this reason also, the Motion should be granted.

9 **D. The Attorney General Opinion cited in Movants brief is readily available**  
10 **online or at the Los Angeles and San Diego Law Libraries.**

11 At page 8, footnote 2 of their Opposition, Plaintiff's counsel complains he could not  
12 access the Attorney General opinion cited at page 14 of the subject Motion. That opinion is  
13 readily available online and at the San Diego and Los Angeles County law libraries. Had  
14 counsel requested a copy, it would have immediately been provided. An online copy is attached  
15 as Exhibit 1 to Movants' Request for Judicial Notice.

16 **E. The Motion should be granted without leave to amend because the City has**  
17 **not and cannot show how its Second Cause of Action can be amended to state**  
18 **a valid claim.**

19 A plaintiff seeking leave to amend must demonstrate to the court how its pleading can be  
20 amended to state a legally sufficient claim. (*Moore v. Centrelake Med. Group, Inc.* (2022) 83  
21 Cal.App.5th 515, 537.) The onus is on the plaintiff to show specific ways in which the  
22 complaint can be amended. (*Shaeffer v. Califia Farms, LLC* (2020) 44 Cal.App.5th 1125, 1145.)  
23 A denial of leave to amend will be affirmed on appeal where the plaintiff "proffered no specific  
24 amendments to the trial court". (*Id.*)

25 In its Opposition, the Plaintiff City asks the Court to grant it leave to amend but fails to  
26 provide any facts or law demonstrate how its receivership claim can be amended to state a valid  
27 claim under the State Housing Law, Health & Safety Code § 17910 et seq. Plaintiff City,  
28 therefore, fails to sustain its burden, and therefore leave to amend should be denied. The City's

1 Second Cause of Action cannot be amended because, as discussed above, the State Housing Law  
2 does not and has never been intended to apply to commercial structures which are not being used  
3 for housing.

4 **F. The Chans, as prevailing parties, are entitled to attorneys' fees pursuant to**  
5 **H&S Code § 17980.7(c)(11).**

6 The prevailing party in an action pursuant to H&S Code § 17980.7 is entitled to  
7 reasonable attorney's fees and court costs as may be fixed by the court. (H&S Code § 17980.7  
8 (c)(11)). The Plaintiff City has sued for a receivership which would divest the Chans of control  
9 over their property under a statute which is plainly inapplicable. Rather than acknowledge its  
10 error, the City instead attempted to "win" by presenting non-existent authorities to the Court and  
11 ignoring the detailed legislative history contained in Movants' papers which plainly defeats  
12 Plaintiff's contentions.

13 "Recognizing that a city attorney is a public official," the Supreme Court has explained,  
14 "the rigorous ethical duties imposed on a criminal prosecutor also apply to government lawyers  
15 generally." (*County of Santa Clara v. Superior Court* (2010) 50 Cal.4th 35, 49 citing *Clancy v.*  
16 *Superior Court* (1985) 39 Cal.3d 740, 748.) In *County of Santa Clara v. Superior Court*, the  
17 Supreme Court explained:

18 "These principles of heightened neutrality remain valid and necessary in the  
19 context of the situation presented by the case before us. A fair prosecution and  
20 outcome in a proceeding brought in the name of the public is a matter of vital  
21 concern both for defendants and for the public, whose interests are represented by  
22 the government and to whom a duty is owed to ensure that the judicial process  
23 remains fair and untainted by an improper motivation on the part of attorneys  
24 representing the government. Accordingly, to ensure that an attorney representing  
25 the government acts evenhandedly and does not abuse the unique power entrusted  
26 in him or her in that capacity—and that public confidence in the integrity of the  
27 judicial system is not thereby undermined—a heightened standard of neutrality is  
28 required for attorneys prosecuting public-nuisance cases on behalf of the  
29 government." (*County of Santa Clara v. Superior Court* (2010) 50 Cal.4th 35,  
30 57.)

Further:

A civil attorney acting on behalf of a public entity, in prosecuting a civil case  
such as a public-nuisance-abatement action, is entrusted with the unique power of  
the government and therefore must refrain from abusing that power by failing to  
act in an evenhanded manner." (*County of Santa Clara v. Superior Court* (2010)  
50 Cal. 4th 35, 57 and the cases cited therein.) A "government lawyer in a civil  
action ... should not use his position or the economic power of the government to

1 harass parties or to bring about unjust settlements or results ” (*Id.*, citing *City of*  
2 *Los Angeles v. Decker* (1971) 18 Cal.3d 860, 871.) “Indeed, it is a bedrock  
3 principle that a government attorney prosecuting a public action on behalf of the  
4 government must not be motivated solely by a desire to win a case, but instead  
5 owes a duty to the public to ensure that justice will be done.” (*Id.*, citing *People*  
6 *v. Superior Court (Greer)* (1977), 19 Cal.3d 255, 267.)

7 Plaintiff’s receivership claim contains serious allegations of misconduct, all of which  
8 the Defendants must take seriously and address thoroughly. Public entities are immune from  
9 suits for malicious prosecution. (*Leon v. County of Riverside* (2023) 14 Cal.5th 910, 925, *Silva v.*  
10 *Langford* (2022) 79 Cal.App.5th 710, 717.) Therefore, the only recourse for Movants to recoup  
11 their losses is the attorney’s fee provision contained in the statute that Plaintiffs sued upon.  
12 Movants, as prevailing parties, therefore, should be awarded their reasonable attorneys’ fees and  
13 costs expended here in defending against Plaintiffs’ meritless receivership claim.

14 Movants therefore request that their Motion be granted and that the Court deem them  
15 prevailing parties for purposes of H&S Code § 17980.7(c)(11).


#### 16 V. CONCLUSION

17 Plaintiff City seeks appointment of a receiver and an injunction, pursuant to a statute  
18 which is plainly inapplicable. Because there is no reasonable possibility that Plaintiffs’ Second  
19 Cause of Action can be amended to state a viable claim under the State Housing Law, Movants’  
20 Motion should be granted and Plaintiffs’ Second Cause of Action should be dismissed *with*  
21 *prejudice*.

22 As prevailing parties, Movants should be awarded their reasonable attorneys’ fees and  
23 costs pursuant to H&S Code § 17980.7(c)(11), the amount to be determined by separate motion.

24 DATED: May 16, 2025

25 **LAW OFFICE OF ANDREW O. KRASTINS**

26 

27 By:

28 ANDREW O. KRASTINS,  
Attorney for Defendants Edward M. Chan,  
Edward M. Chan as Trustee of the Chan  
Family Living Trust, Howard Chan, Man-  
Fei Chan Gold and Patricia Yu Chan

**EVIDENCE ITEM 16**

**EVIDENCE ITEM 16**

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  
5/20/2025 11:49 AM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Oliva, Deputy Clerk

8 Attorneys for Defendants Edward M. Chan,  
9 Edward M. Chan as Trustee of the Chan Family  
10 Living Trust, 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

**SECOND SUPPLEMENTAL  
DECLARATION OF EDWARD M. CHAN  
RE STATUS OF 795 W. GARVEY  
PROPERTY; EXHIBITS**

Date: May 23, 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 am over eighteen years of age and am a Defendant in this action. If called as a witness,  
3 I could and would testify to the following facts from my own personal knowledge. I make this Second  
4 Supplemental Declaration dated May 20, 2025 to update the Court on progress toward completion of  
5 our commercial development at 795 W. Garvey Ave. in Monterey Park (“Subject Property”). I also  
6 make this declaration to rebut the City’s apparent April 16, 2025 “Resolution” that an “emergency”  
7 exists at 795 W. Garvey Avenue entitling the City to demolish the existing nearly complete building or  
8 take over construction.

9 2. In February 2025, I asked Santa Fe Water Systems (“Santa Fe”) to provide a quote for  
10 the LID underground tank, the design, approval, ordering and installation of which have been the main  
11 obstacles to completing the Project. On May 8 and 9, 2025, we received the complete quote and plans  
12 for the LID underground tank from Santa Fe.

13 3. I promptly forwarded these to Cal Land Engineering to make sure they comport fully  
14 with the plans approved by the City. On May 15, 2025, I received an email from Cal Land Project  
15 Manager Ramoncito Ronquillo confirming that the Santa Fe submission comported with the City-  
16 approved plans. [A true and correct copy of my email exchange with Mr. Ronquillo is attached hereto  
17 as **Exhibit A.**]

18 4. I have submitted all paperwork to Santa Fe that Santa Fe requested to order the LID  
19 tank. On May 19, 2025, Santa Fe notified me that Santa Fe had entered our order into its accounting  
20 system. [A true and correct copy of the relevant email exchange between Santa Fe and myself is  
21 attached hereto as **Exhibit B.**]

22 5. I anticipate that on Wednesday afternoon, May 21, 2025, our general contractor Thomas  
23 Vong and I will meet at City Hall with Building Official Dennis Tarango and other City staff members  
24 to come to an understanding regarding the status of the Project. I understand that there is a court hearing  
25 scheduled for May 23, 2025 in which the City will ask the Court to grant a preliminary injunction.

26 6. On May 19, 2025, I accessed the City of Monterey Park website to see if the City  
27 planned to take any action at its May 21, 2025 City Council meeting regarding our property that my  
28 family and I should know about. Because the Council meeting would start a few hours after my

1 expected meeting at City Hall with City staff, it would be convenient to attend.

2 7. I found nothing relevant on the agenda for the May 21, 2025 meeting. However, by  
3 typing “795 W. Garvey” into the City’s search engine, I discovered that on April 16, 2025, the City  
4 held a “special meeting” in which they considered a “draft resolution” declaring 795 W. Garvey to be  
5 an “emergency” and allowing the City to either demolish our nearly complete building or hire a  
6 contractor take over all construction. I had no idea that there had been an April 16, 2025 “special  
7 meeting” about the Property, nor that the City’s law firm proposed that drastic measures be taken  
8 against the Property. The material relating to the Property was on the agenda as item 1-A. [A true  
9 and correct copy of the April 16, 2025 agenda and attached staff report and draft resolution are attached  
10 hereto as **Exhibit C.**]

11 8. At page 2-3 of the staff report supporting adoption of the Resolution, one of the City’s  
12 lawyers says that on May 23, 2025, “the City Attorney’s Office will seek a hearing before the trial  
13 Court to be heard alongside the preliminary injunction motion on May 23, 2025, for an abatement  
14 warrant to either (1) demolish the existing structure and bring the Property into compliance with the  
15 City’s vacant lot ordinances, or (2) complete the minimum construction on the Property to render it  
16 ready for tenant improvements, as determined by the Building Official.” [**Exhibit C**].

17 9. On page 3 of the staff report is a section titled “FISCAL IMPACT” which states:  
18 “A preliminary engineering estimate puts the cost of completing construction as high as \$1 million,  
19 depending on various factors such as the cost of materials and supplies. The demolition cost of the  
20 structure and bringing the Property into compliance with the vacant lot requirements of MPMC section  
21 § 4.30.060 is estimated to be not more than \$400,000. All of the abatement-related costs are recoverable  
22 from the Property Owners, and if not paid, through a nuisance abatement lien placed on the Property  
23 to be collected by special tax assessment and foreclosure, if necessary. Accordingly, there will be zero  
24 net cost to the City for this abatement.” [**Exhibit C**].

25  
26 10 Section 1.A. of the Resolution says “the City Council may, upon a four-fifths vote,  
27 declare that public interest and necessity demand the immediate expenditure of public money to  
28

1 safeguard life, healthy, or property because of an emergency.” [Exhibit C]. However, there is not and  
2 has never been any sort of emergency at the Property.

3 11. The rest of the Resolution’s first page states that there is some sort of “emergency.”  
4 Section 1.B. states “the City Council may take any directly related and immediate action required by  
5 that emergency, and procure the necessary equipment, services, and supplies for those purposes,  
6 without giving notice for bids to let contracts.” Section 1.E. states: “Under such conditions, the City  
7 Council finds that the delay resulting from public bidding would imperil essential public services  
8 needed to protect public health and safety and it is in the public’s interest to complete procurement of  
9 a new contractor in the most expedient fashion.” [Exhibit C]. The staff report and the resolution  
10 contain no facts explaining what “essential public services” would be “imperiled”. To my knowledge,  
11 there are no essential public services that would be imperiled.  
12

13 12. Section 3.A. of the Resolution states: “Based upon the entirety of the administrative  
14 record including, without limitation, the staff report and presentation accompanying this  
15 Resolution, the City Council finds that an emergency exists as to abating the Property which  
16 constitutes an imminent threat to public health and safety that requires immediate action.”  
17 [Exhibit C]. To my knowledge, there is not, nor has there ever been, any condition at the Property  
18 that could reasonably be considered “an imminent threat to public health and safety that requires  
19 immediate action.”  
20

21 13. I was shocked and alarmed by this April 16, 2025 “special meeting” agenda and its  
22 accompanying papers. I immediately tried to find out what happened. I tried to find a recording of  
23 the meeting, but there was none on the City website. I accessed the minutes of the April 16, 2025  
24 special meeting and found that the City Council had deferred acting on the item until the April 16,  
25 2025 regular meeting beginning at 6:30 P.M. that evening. [A true and correct copy of the  
26 summary minutes for the April 16, 2025 Special Meeting are attached hereto as Exhibit D.]  
27  
28

1           14.     I then located the minutes for the regular 6:30 p.m. April 16, 2025 City Council  
2 meeting. I looked carefully but I could not find any mention of 795 W. Garvey or of the  
3 Resolution the Council apparently considered an hour earlier. [A true and correct copy of the  
4 summary minutes of the April 16,2025 Regular Meeting is attached hereto as **Exhibit E.**]

5           15.     I also looked very carefully through the regular meeting minutes trying to find any  
6 mention of the “emergency” resolution. I didn’t find anything. I then noticed the following  
7 language at the top of page 2:

8 **“CITY MANAGER ALVAREZ REQUESTED TO MOVE ITEM NOS. 1A AND 3S TO BE**  
9 **HEARD BEFORE PUBLIC COMMUNICATIONS, CITY ATTORNEY BERGER**  
10 **REPORTED AN ADDITION OF ITEM NO. 1A FROM THE 4/16/2025 5:30 P.M. SPECIAL**  
11 **MEETING TO CONSENT CALENDAR AS ITEM NO. 3T”**

12 **[Exhibit C].**

13           16.     I looked through the agenda attachments for the regular meeting for an item 1A  
14 from the Special Meeting or an item 3T and could find neither. [The agenda and accompanying  
15 documents for the April 16, 2025 Regular City Council meeting can be viewed through the City’s  
16 website at <https://montereyparkca.portal.civicclerk.com/event/1388/files/agenda/1510> ].

17           17.     I listened carefully to the portion of the meeting where the City Attorney discusses  
18 additions to the agenda. At the 23:10 point of the meeting video, the City Clerk asks that that item  
19 1-A be decided before the public comment portion of the agenda. Item 1-A is the Resolution  
20 authorizing the City to replace our contractor and either demolish or take over construction and  
21 bill my family and me, carried over from the Special Meeting. The meeting video is available  
22 from the City of Monterey Park website at monterey-  
23 park.granicus.com/MediaPlayer.php?view\_id=2&clip\_id=1126.

24           18.     Right after the City Clerk spoke, the City Attorney had item 1-A placed on the  
25 “Consent Calendar”. The agenda for the April 16, 2025 regular meeting states: “All items [on] the  
26 Consent Calendar are considered by the City Council to be routine and will be enacted by one  
27 motion. items may be removed from the Consent Calendar at the request of any member of the  
28

1 City Council for separate consideration.” (See link provided above).

2 19. From the video and from the summary minutes of the April 16, 2025 regular  
3 meeting, I conclude that the City Council adopted a Resolution allowing the City to take over our  
4 Property without any public discussion and without any express acknowledgment that the  
5 Resolution was even being considered.  
6

7 20. An “emergency” which supposedly constitutes “an imminent threat to public health  
8 and safety that requires immediate action” cannot at the same time be deemed a “routine” matter  
9 not needing public discussion. Nor can authorizing “no bid” construction contracts on an  
10 “emergency” basis be considered a “routine” matter not needing public discussion. In my more  
11 than twenty years working directly with city governments in connection with my family’s  
12 properties, I have never encountered such actions.  
13

14 21. Because there was nothing regarding the Property in the agenda or staff reports for  
15 the April 16, 2025 Regular Meeting, I could not know that the Resolution was being considered.  
16 Because the City Attorney did not identify what Item 1-A was about, I could not know the  
17 Resolution seeking to take complete control of the Property was being considered as part of the  
18 consent calendar.  
19

20 22. Had I known of either of the April 16, 2025 City Council meetings, I would have  
21 attended, given testimony and provided accurate, factual information that directly contradicts the  
22 material in the staff report.

23 23. I am concerned that the City’s law firm will file some last-minute papers asking the  
24 Court to allow the City to take over the Property, fire our contractors, hire its own contractors and  
25 then bill us \$1 million or more, without enough time for my family and me to provide a proper  
26 response. In his staff report to the City Council, that is what the City Attorney stated he would do.  
27

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

1 is, to the best of my knowledge, true and correct.

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Executed on May 20, 2025 at South Pasadena, California.

  
Edward M. Chan

**EXHIBIT A**

**EXHIBIT A**

Re: 795 LID Equipment

From: Ray Ronquillo (ray@callandeng.com)

To: edchan930@gmail.com; tom@solidwayconstruction.com; akrastinslaw@aol.com; lee@callandeng.com; patrickchiu1@aol.com

Date: Thursday, May 15, 2025 at 01:46 PM PDT

Hi Eddie,

Good afternoon.

Yes, they are per the approved plans.

Thank you.

=====  
Ramoncito (Ray) Ronquillo, PE  
Project Manager  
Cal Land Engineering & Associates, Inc.  
574 E. Lambert Road,  
Brea, CA 92821  
Tel: (714) 671-1050 ext 122  
Email: ray@callandeng.com  
Website: www.callandeng.com



**CAL LAND**

ENGINEERING & ASSOCIATES, Inc.

---

**From:** Eddie Chan <edchan930@gmail.com>  
**Sent:** Wednesday, May 14, 2025 3:00 PM  
**To:** Ray Ronquillo <ray@callandeng.com>; Thomas Vong <tom@solidwayconstruction.com>; Andrew O. Krastins, Esq. <akrastinslaw@aol.com>; Jack Lee <lee@callandeng.com>; Patrick Chiu <patrickchiu1@aol.com>  
**Subject:** Re: 795 LID Equipment

oops forgot attachment

On Wed, May 14, 2025 at 2:59 PM Eddie Chan <edchan930@gmail.com> wrote:

Hi Ray,  
Enclosed is bid from Santa Fe Water System, Please verify that these tanks, pumps and other parts would

be the correct items needed as per the stamped approved plans. I would like to confirm an order by this week. Please let me know if any changes are required or if these items are fine.

Thank You  
Edward Chan

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

**EXHIBIT B**

**EXHIBIT B**

RE: 795 Garvey LID

From: Robert Sendis (rsendis@sfwsystems.com)

To: edchan930@gmail.com

Cc: jmskarseth@sfwsystems.com; clindsey@sfwsystems.com; srios@sfwsystems.com; jmartell@sfwsystems.com; timothy.nguyen@7leavescafe.com; akrastinslaw@aol.com; extmfrasco@sfwsystems.com; tom@solidwayconstruction.com

Date: Monday, May 19, 2025 at 12:42 PM PDT

Hey Eddie,

Acknowledged, our accounting dept. is in the process of getting you set up to our system. I will keep you posted, please advise.

Thank you.

Robert Sendis  
Data Entry Specialist



10244 Freeman Ave  
Santa Fe Springs, CA 90670  
(562) 777-9724 Office  
(562) 670-6104 Cell  
[rsendis@sfwsystems.com](mailto:rsendis@sfwsystems.com)  
[www.SFWSystems.com](http://www.SFWSystems.com)  
[SFWW Digital Brochures](#)

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

**Sent:** Monday, May 19, 2025 11:10 AM

**To:** Robert Sendis <RSendis@sfwsystems.com>

**Cc:** Jeremy Skarseth <JMSkarseth@sfwsystems.com>; Chris Lindsey <CLindsey@sfwsystems.com>; Steven Rios <SRios@sfwsystems.com>; Jesus Rodriguez-Martell <JMartell@sfwsystems.com>; Timothy Nguyen <timothy.nguyen@7leavescafe.com>; Andrew O. Krastins, Esq. <akrastinslaw@aol.com>; ext Michael Frasco <extMFrasco@sfwsystems.com>; Thomas Vong <tom@solidwayconstruction.com>

**Subject:** Re: 795 Garvey LID

Hi Robert

Have accounting set up an account in which we can start an order for the tanks first.

Thanks

Eddie

On Fri, May 16, 2025, 12:12 PM Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)> wrote:

Noted,

I will get this sent over to accounting.

Thank you.

Bets regards,

Robert Sendis

Data Entry Specialist



10244 Freeman Ave

Santa Fe Springs, CA 90670

(562) 777-9724 Office

(562) 670-6104 Cell

[rsendis@sfwsystems.com](mailto:rsendis@sfwsystems.com)

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

[SFWW Digital Brochures](#)

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

**Sent:** Friday, May 16, 2025 11:13 AM

**To:** Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>

**Cc:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>; Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>; Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Timothy Nguyen <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>; Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>; ext Michael Frasco <[extMFrasco@sfwsystems.com](mailto:extMFrasco@sfwsystems.com)>; Thomas Vong <[tom@solidwayconstruction.com](mailto:tom@solidwayconstruction.com)>

**Subject:** Re: 795 Garvey LID

Hi Robert

Attached is the forms that you requested. Please let me know on how we shall proceed to get the tanks ordered first.

Thank You

Eddie

On Fri, May 16, 2025 at 9:55 AM Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)> wrote:

Howard and Eddie,

Can you please complete the attached and return as soon as possible.

We need this information to get you entered to our system.

Please advise, Thank you.

Robert Sendis

Data Entry Specialist



10244 Freeman Ave

Santa Fe Springs, CA 90670

(562) 777-9724 Office

(562) 670-6104 Cell

[rsendis@sfwsystems.com](mailto:rsendis@sfwsystems.com)

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SFWW Digital Brochures

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

**Sent:** Friday, May 9, 2025 3:02 PM

**To:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>

**Cc:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>;

Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Robert Sendis

<[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>; Timothy Nguyen <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>; Andrew

O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>; ext Michael Frasco

<[extMFrasco@sfwsystems.com](mailto:extMFrasco@sfwsystems.com)>

**Subject:** Re: 795 Garvey LID

Hi Jeremy

Received Thanks

Eddie

On Fri, May 9, 2025, 2:59 PM Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)> wrote:

Howard,

Attached is the annual maintenance quote for this project.

I also want to confirm that you received the submittals we sent over yesterday.

Please advise.

*Jeremy Skarseth*

*Inside Sales*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

[SFWS Digital Brochures](#)

**From:** Jeremy Skarseth

**Sent:** Thursday, May 8, 2025 1:50 PM

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

**Cc:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>;

Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Robert Sendis

<[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>; 'Timothy Nguyen' <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>;

'Andrew O. Krastins, Esq.' <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>

**Subject:** RE: 795 Garvey LID

Howard,

Per our conversation this morning, please see submittals for this project in the link below.

<https://www.dropbox.com/scl/fi/bndzhn4uxi3813h935su0/25-011-795-W-Garvey-Ave-Monterey-Park.pdf?rlkey=f2r4qlbhrxzmd12l23e8tvjy&st=hifxxdid&dl=0>

Please confirm receipt of submittals.

*Jeremy Skarseth*

*Inside Sales*



10244 Freeman Ave

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Direct: (562) 777-9454

Cell: (909) 203-0319

Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

[SFWS Digital Brochures](#)

**From:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>

**Sent:** Thursday, April 3, 2025 3:54 PM

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

**Cc:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>; Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>; Timothy Nguyen <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>;

Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>

**Subject:** RE: 795 Garvey LID

Eddie,

Attached are the submittals for this project.

Once approved submittals are sent back to us, we can get this project released into production.

Please confirm receipt of submittals.

*Jeremy Skarseth*

*Inside Sales*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

SFWS Digital Brochures

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

**Sent:** Thursday, March 20, 2025 11:41 AM

**To:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>

**Cc:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>;

Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Robert Sendis

<[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>; Timothy Nguyen <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>;

Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>

**Subject:** Re: 795 Garvey LID

Hi Jeremy

Here is my signature on the proposal. Let's start the process of ordering the system. Currently our contractor seems to have left the job. I am working with our prospective tenant and our architect to find someone new to do the job. This may hamper when we should deliver the parts of the system based on the contractor's readiness to do the work. I will keep you updated so we have a better idea when to have the system delivered. Hope you are doing well.

Sincerely

Ed Chan

On Mon, Mar 10, 2025 at 11:53 AM Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)> wrote:

Eddie,

The longest lead time for this project would be roughly 10-12 weeks after receipt of approved submittals.

*Jeremy Skarseth*

*Inside Sales*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

[SFWS Digital Brochures](#)

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

**Sent:** Wednesday, March 5, 2025 2:54 PM

**To:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>

**Cc:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>; Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>  
**Subject:** Re: 795 Garvey LID

Hi Jeremy

Would you know what is the lead time on this?

Thanks

Eddie

On Tue, Mar 4, 2025, 8:43 AM Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)> wrote:

Eddie,

Apologies for the delay. We just received the remainder of the pricing we were waiting on this morning.

Attached is the quote for this project.

*Jeremy Skarseth*

*Inside Sales*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

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**From:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>  
**Sent:** Monday, February 24, 2025 8:09 PM  
**To:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Subject:** Re: 795 Garvey LID

Eddie,

I am working on finalizing the quote for this project. We are just waiting on the pricing to come back on the Modular Wetland System.

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Sent:** Monday, February 24, 2025 7:27:32 PM  
**To:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>  
**Cc:** Joven Lactaoen <[jovensinc@gmail.com](mailto:jovensinc@gmail.com)>; Janelle Simmons <[jovenssales@gmail.com](mailto:jovenssales@gmail.com)>; Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>; Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>  
**Subject:** Re: 795 Garvey LID

Hi Jeremy

I was wondering if you have more information about ordering the equipment for the project we have at 795 Garvey. Please let me know the lead time and price for the equipment needed. Thanks .

Sincerely

Edward Chan

On Fri, Feb 21, 2025, 9:35 AM Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)> wrote:

Hi Eddie-

Let's just keep this in mind when planning electrical supply. Often times 230v is not provided and we are left with only 120v and 208v, neither of which are going to work with the pump system. I just want to get this out now so that we don't run into problems later.

Thanks!

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

www.SFWSystems.com

SFWS Digital Brochures

View my profile on 

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

**Sent:** Friday, February 21, 2025 7:44 AM

**To:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>

**Cc:** Joven Lactaoen <[jovensinc@gmail.com](mailto:jovensinc@gmail.com)>; Janelle Simmons <[jovenssales@gmail.com](mailto:jovenssales@gmail.com)>; Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>;

Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>

**Subject:** Re: 795 Garvey LID

Hi Chris

Since this is a new construction I would figure this can be arranged as the electrical is not already installed yet.

Thanks

Eddie

On Wed, Feb 19, 2025, 1:40 PM Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)> wrote:

Hi Eddie-

One quick note about the pumps. I want to make sure that there will be **230v single phase power** available at the project site. This is the minimum we can use for the discharge/overflow pumps. We cannot use 208v power.

We could also use 3-phase power (230v) but I figured it's less likely that this will be provided at the site.

Please confirm that this will not be an issue.

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

www.SFWSsystems.com

SFWS Digital Brochures



**From:** Eddie Chan <edchan930@gmail.com>  
**Sent:** Tuesday, February 18, 2025 12:57 PM  
**To:** Chris Lindsey <CLindsey@sfwsystems.com>  
**Cc:** Joven Lactaen <jovensinc@gmail.com>; Janelle Simmons <jovenssales@gmail.com>; Andrew O. Krastins, Esq. <akrastinslaw@aol.com>; Jeremy Skarseth <JMSkarseth@sfwsystems.com>  
**Subject:** Re: 795 Garvey LID

Hi Jeremy,

Please provide an estimate and lead time for the necessary equipment when you can. Look forward to working with you.

Sincerely

Edward Chan

On Tue, Feb 18, 2025 at 12:42 PM Chris Lindsey <CLindsey@sfwsystems.com> wrote:

Hi Eddie-

That's great news!

To order equipment, please contact Jeremy Skarseth in our office. I have cc'd him here or you can call our office number in my signature below.

Let me know if you have any questions as we proceed.

Thanks!

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

www.SFWSystems.com

SFWS Digital Brochures

View my profile on  **LinkedIn**

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

**Sent:** Tuesday, February 18, 2025 11:57 AM

**To:** Chris Lindsey <[clindsey@sfwsystems.com](mailto:clindsey@sfwsystems.com)>

**Cc:** Joven Lactaen <[jovensinc@gmail.com](mailto:jovensinc@gmail.com)>; Janelle Simmons

<[jovenssales@gmail.com](mailto:jovenssales@gmail.com)>; Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>

**Subject:** 795 Garvey LID

Hi Chris

It looks like the new plans we discussed will be approved. Attached is the LID folder for your reference. Please let me know the process of ordering the necessary equipment needed for this project. I have included Joven and Janell from Jovensalesinc our contractor in this email as you may want to consult with them about this project.

[https://www.dropbox.com/scl/fo/nngmd3tym7g99opfrj96x/AELPri1ek42fuH66TBBIT\\_k?rlkey=i8gxwvhzr35loldrmk251e0kp&st=np1q3zmg&dl=0](https://www.dropbox.com/scl/fo/nngmd3tym7g99opfrj96x/AELPri1ek42fuH66TBBIT_k?rlkey=i8gxwvhzr35loldrmk251e0kp&st=np1q3zmg&dl=0)

Look forward to hearing from you soon.

Sincerely,

Edward Chan

**EXHIBIT C**

**EXHIBIT C**

**CITY COUNCIL OF MONTEREY PARK  
THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE  
FORMER REDEVELOPMENT AGENCY, THE HOUSING AUTHORITY (HA), THE  
MONTEREY PARK FINANCING AUTHORITY AND THE MONTEREY PARK GEOLOGIC  
HAZARD ABATEMENT DISTRICT AGENDA**

**SPECIAL MEETING  
Monterey Park City Hall, Room 266  
320 W. Newmark Avenue, Monterey Park, CA 91754**

**Wednesday  
April 16, 2025  
5:30 p.m.**

**MISSION STATEMENT**

The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous and collaborative environment.

**LAND ACKNOWLEDGEMENT**

We would like to acknowledge that the land we inhabit today was once known as Tovangaar, the home of the Gabrieleño-Tongva people. We show our respect to the Gabrieleño-Tongva people, as well as all Indigenous people, past, present, and future, and honor their labor as original caretakers of this land. We commit to uplifting the Gabrieleño-Tongva people, invite you to acknowledge the history, and join us in caring for this land.

**GENERAL INFORMATION**

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at [www.montereypark.ca.gov/AgendaCenter/City-Council-17](http://www.montereypark.ca.gov/AgendaCenter/City-Council-17).

Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall at (626) 307-1359 for reasonable accommodation at least 4 hours before a meeting. Council Chambers are wheelchair accessible.

**PUBLIC PARTICIPATION**

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers. Written Communication will be accepted up to 2 hours before the meeting by completing an online form at [www.montereypark.ca.gov/writtencomm](http://www.montereypark.ca.gov/writtencomm).

Pursuant to Government Code Section 54954.3(a), the public may address the City Council only on matters listed on this Agenda. No other public comment will be accepted.

The City Council will recess to Closed Session following public comment and the Open Session items if any. Public participation is not allowed during Closed Session.

**CALL TO ORDER** Mayor

**ROLL CALL** Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

**PUBLIC COMMUNICATIONS**

**[1.] OPEN SESSION**

**1-A. RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRACT WITHOUT THE NEED FOR BIDDING PURSUANT TO PUBLIC CONTRACTS CODE § 22050 TO ABATE PUBLIC NUISANCES AT 795 WEST GARVEY**

It is recommended that the City Council consider:

- (1) Adopting a Resolution declaring an emergency and authorizing contracting without formal bidding pursuant to Public Contracts Code § 22050;
- (2) Authorizing the City Manager to execute a standard public works contract, in a form approved with the City Attorney, in accordance with the draft Resolution and select a contractor to abate public nuisance conditions at real property located at 795 West Garvey Avenue (the "Property");
- (3) Authorizing the City Attorney to take all legal actions required to ensure payment of all costs associated with the City's abatement by the Property owner pursuant to MPMC Chapter 4.30 or as may otherwise be ordered by the Court; and
- (4) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City Council's actions are exempt from additional CEQA review as they are being made to protect public and private property and necessary to maintain services essential to the public, health and welfare (see *Ca/Beach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

**1-B. APPOINTMENT OF REAL PROPERTY NEGOTIATORS**

It is recommended that the City Council consider:

- (1) Appointing the City Manager, Assistant City Manager, Director of Finance, and City Attorney as the real property negotiators for Closed Session Item No. 2-B.
- (2) Taking such additional, related, action that may be desirable.

**[2.] CLOSED SESSION**

**2-A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - GOVERNMENT CODE § 54956.9(d)(1)**

City of Monterey Park v. Edward Chan, et al., (filed March 7, 2024) LASC Case No. 24NNCV00087

**2-B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - GOVERNMENT CODE § 54956.8: 1 item (HA)**

Property: 580 Monterey Pass Rd, APN 5261-001-052  
582 Monterey Pass Rd, APN 5261-001-053

City Negotiators: Inez Alvarez, City Manager  
Karl H. Berger, City Attorney  
Diana Garcia, Assistant City Manager  
Martha Garcia, Director of Finance

Negotiating Parties: 3M Property Investment Co.

Under Negotiation: Lease terms, purchase price, and terms of payment

**2-C. CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54957.6**

City Negotiators: City Attorney, City Manager, Deputy City Attorney Zachary A. Lopes and Director Christine Tomikawa .

Employee Organizations: Confidential Employees' Association, Firefighters' Association, Mid-Management Association, Police Captains' Association, Police Officers' Association, Police Officers' Mid-Management Association, Professional Chief Officers' Association, and Service Employees International Union, Local 721

Upon conclusion of Closed Session, the Mayor and/or City Attorney will announce any reportable actions in accordance with the Brown Act.

**ADJOURNED**

# City Council Staff Report

DATE: April 16, 2025

## AGENDA ITEM NO: 1-A

**TO:** The Honorable Mayor and City Council  
**FROM:** Inez Alvarez, City Manager  
Karl H. Berger, City Attorney  
**SUBJECT:** Resolution authorizing the City Manager to contract without the need for bidding pursuant to Public Contracts Code § 22050 to abate public nuisances at 795 West Garvey

### **RECOMMENDATION:**

It is recommended that the City Council consider:

1. Adopting a Resolution declaring an emergency and authorizing contracting without formal bidding pursuant to Public Contracts Code § 22050;
2. Authorizing the City Manager to execute a standard public works contract, in a form approved with the City Attorney, in accordance with the draft Resolution and select a contractor to abate public nuisance conditions at real property located at 795 West Garvey Avenue (the "Property");
3. Authorizing the City Attorney to take all legal actions required to ensure payment of all costs associated with the City's abatement by the Property owner pursuant to MPMC Chapter 4.30 or as may otherwise be ordered by the Court; and
4. Take such additional, related action that may be desirable.

### **CEQA (California Environmental Quality Act):**

The City Council's actions are exempt from additional CEQA review as they are being made to protect public and private property and necessary to maintain services essential to the public, health and welfare (see *Ca/Beach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

### **EXECUTIVE SUMMARY:**

In 2017, the City issued a construction permit to build a commercial retail structure and related improvements for the Property. Construction is estimated to be approximately 80% complete, but has stagnated since at least 2021 with no discernable progress since. This left the property in a state of unfinished construction and blight; the City issued more than \$20,000 in unpaid administrative fines primarily for illicit stormwater runoff from the Property resulting from the Property's state of unfinished construction. Despite the City's efforts to obtain voluntary compliance, construction activity still has not commenced. Adopting the draft Resolution will facilitate the City's ability to abate the property.

**BACKGROUND:**

This is a public nuisance matter involving unfinished construction on the northeast corner of the intersection of the W. Garvey Ave. and S. Atlantic Blvd. The longtime gas station at this location was demolished in 2018, at which time the Property Owners began building a stand-alone retail structure suitable for a coffee shop or similar use. The exterior of the structure and basic framing of the interior were completed three years ago, but construction has effectively stalled ever since. There is no landscaping, a chain link fence with an opaque tarp still surrounds the parcel, and the parking lot remains an unfinished dirt pad that pools water during heavy rains that as caused water to enter the structure.

The City engaged in active code enforcement at the Property since February 2022 to correct various violations of the Monterey Park Municipal Code ("MPMC") including flooding, unlawful water runoff into storm drains, graffiti, broken windows, accumulation of trash and debris, and other issues. There are over \$20,000 in unpaid administrative citation fines, mostly due to illicit stormwater runoff with sediment from the Property directly related to the unfinished construction. Federal and State laws identify illicit wastewater discharges entering public storm drain systems as an imminent threat to public health and safety. Public entities are required to take all reasonable actions to prevent such illegal discharges. The Federal Clean Water Act and California Water Code, in particular, exposes public entities to potential fines of more than \$60,000 per day for allowing such discharge.

Building permits expired due to inactivity three times over the last five years, the most recent of which expired in July 2024. The City approved extending that expired permit in January of this year at the Property Owners' request, but construction activity still has not commenced. The Property Owners are now claiming their general contractor is non-responsive and they are having difficulty and delays retaining another general contractor and cannot provide an expected completion date.

Meanwhile, the Property remains in a state of unfinished construction and blight in violation of, without limitation, MPMC § 4.30.040(c), amounting a continuing public nuisance subject to abatement. While sandbags have been placed along the perimeter of the Property to mitigate against stormwater runoff, rainy season has been uncharacteristically dry this year and there has not been sufficient rain to fully evaluate its efficacy. Completion of construction, which includes an on-site storm water capture system, will help ensure there is no further illicit water discharge from the Property.

On March 7, 2024, the City Attorney filed a civil nuisance abatement action against the Property Owners on behalf of the People of the State of California and the City of Monterey Park as plaintiffs )Los Angeles County Superior Court case no. 24NNCV00087) seeking injunctive relief and/or receivership to complete construction. The City filed a motion for preliminary injunction to prohibit the Property Owners from acting as their own general contractor and to mandate finishing construction as expeditiously as possible and ensuring all resources or provided to do so. A hearing on that motion is currently scheduled for May 23, 2024. With adoption of this Resolution, the City Attorney's Office will seek a hearing before the trial Court to be heard alongside the preliminary injunction

motion on May 23, 2024, for an abatement warrant to either (1) demolish the existing structure and bring the Property into compliance with the City's vacant lot ordinances, or (2) complete the minimum construction on the Property to render it ready for tenant improvements, as determined by the Building Official.

**FISCAL IMPACT:**

A preliminary engineering estimate puts the cost of completing construction as high as \$1 million, depending on various factors such as the cost of materials and supplies. The demolition cost of the structure and bringing the Property into compliance with the vacant lot requirements of MPMC § 4.30.060 is estimated to be not more than \$400,000. All abatement-related costs are recoverable from the Property Owners, and if not paid, through a nuisance abatement lien placed on the Property to be collected by special tax assessment and foreclosure, if necessary. Accordingly, there will be a net zero cost to the City for this abatement.

Respectfully submitted by:



Timothy E. Campen, Assistant City Attorney

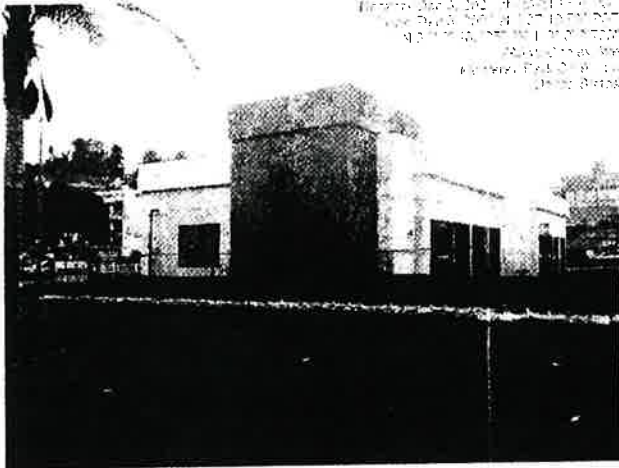
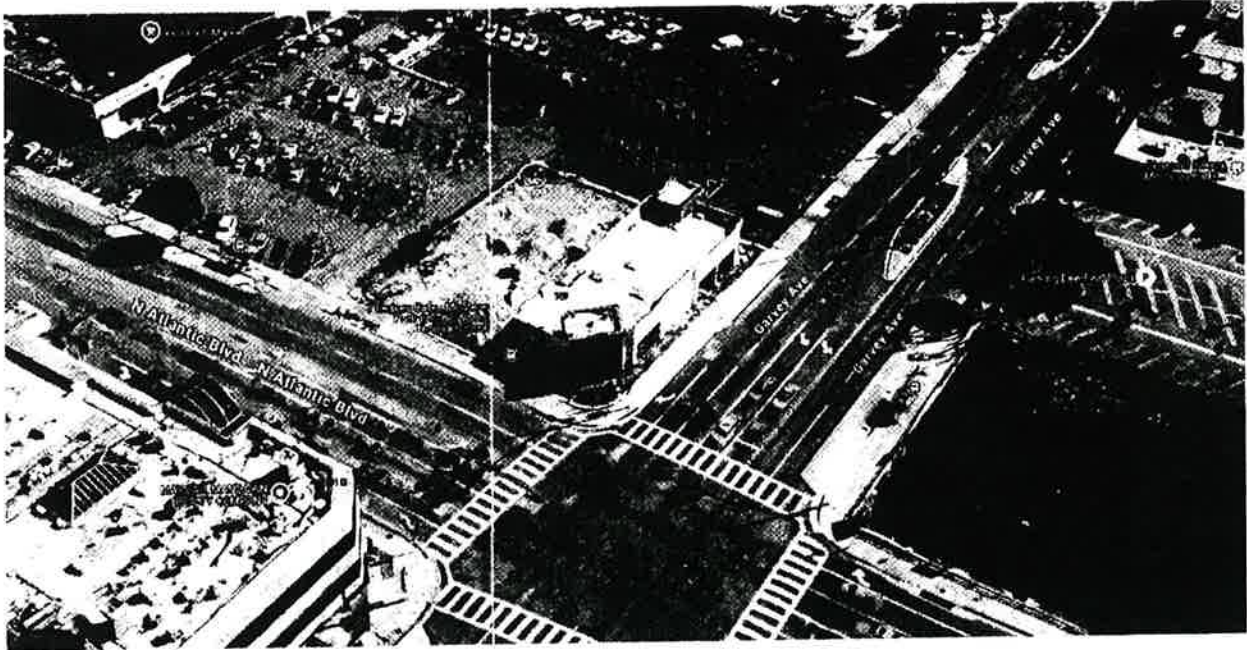
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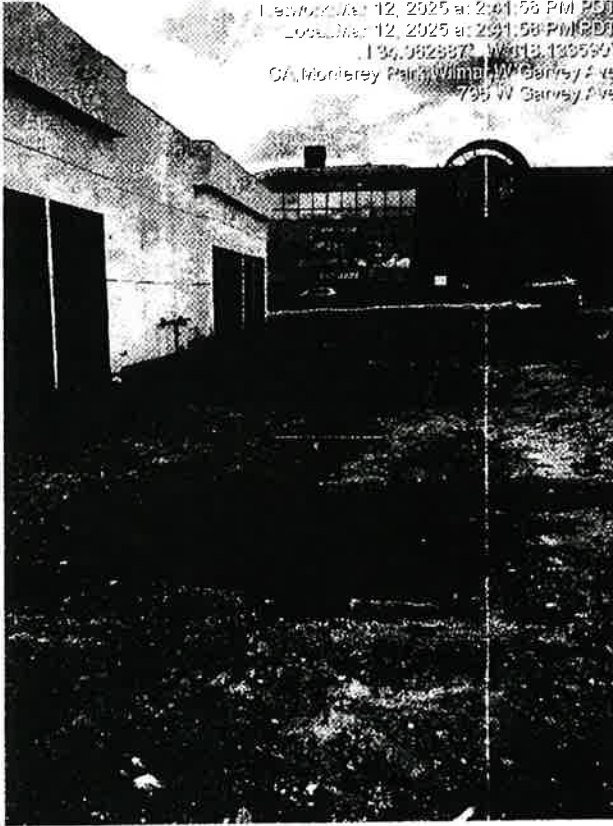
1. Photos of Property
2. Draft Resolution

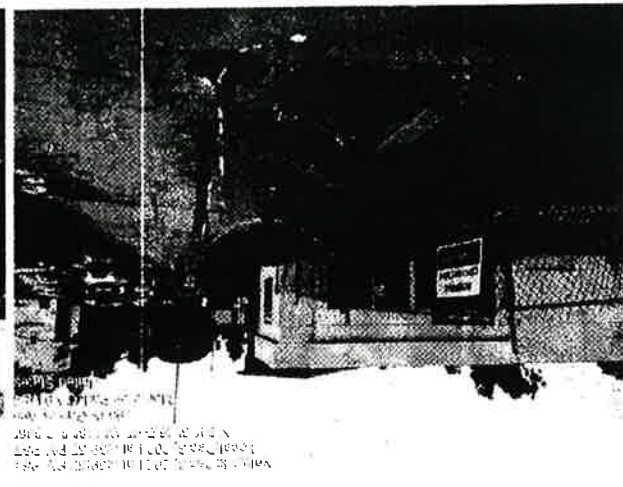
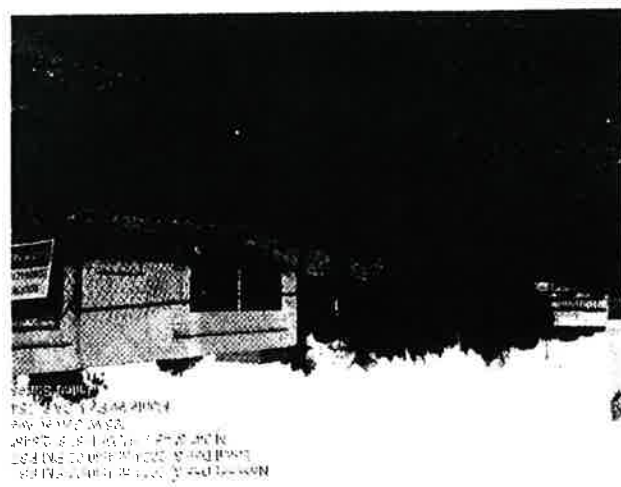
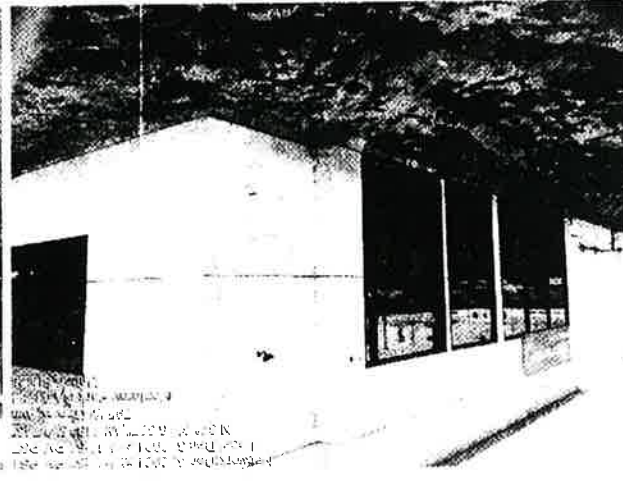
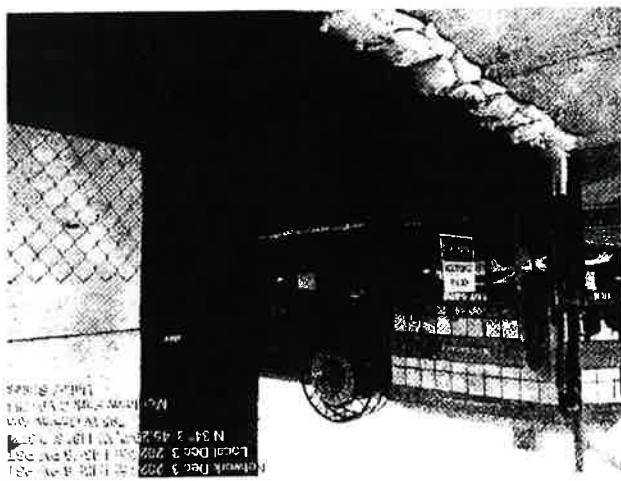
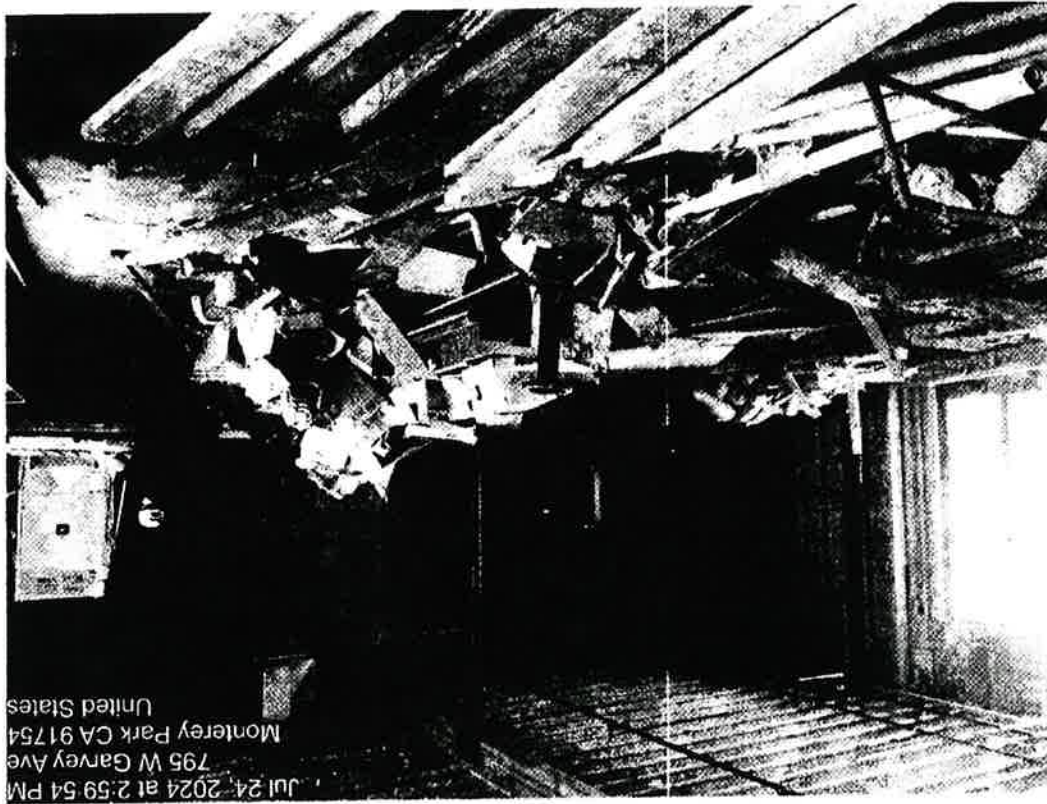
**ATTACHMENT – 1**  
Photos of Property

# Attachment 1

Photos of 795 W. Garvey







Staff Report  
April 16, 2025

**ATTACHMENT – 2**  
**Draft Resolution**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTED PURSUANT TO PUBLIC CONTRACTS CODE § 20168 FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AND AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO § 22050 AND MONTEREY PARK MUNICIPAL CODE (“MPMC”) CHAPTER 2.52.**

The City Council does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

- A. Pursuant to Public Contracts Code (“PCC”) § 20168, the City Council may, upon a four-fifths vote, declare that public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property because of an emergency.
- B. In accordance with PCC §§ 20168 and 22050, the City Council may take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.
- C. Real property located at 795 Garvey Avenue (the “Property”) constitutes a public nuisance as its improvements are only partially constructed and have remained so for years in violation of Monterey Park Municipal Code (“MPMC”) § 4.30.040(c). Such public nuisance is directly resulting in illicit storm water discharge from the Property onto the public right-of-way in violation of MPMC § 6.30.030(a).
- D. It is in the public interest for the City Council to direct the City Attorney to seek an abatement warrant from a court of competent jurisdiction to either (1) demolish the existing improvement; or (2) complete the minimum construction required under the approved plans to render the improvements upon the Property ready for occupancy as determined by the Building Official. In either event, abatement of this public nuisance constitutes an emergency as contemplated by Public Contracts Code § 20168.
- E. Under such conditions, the City Council finds that the delay resulting from public bidding would imperil essential public services needed to protect public health and safety and it is in the public's interest to complete procurement of a new contractor in the most expedient fashion.

SECTION 2: *Environmental Assessment.* The City Council's actions are exempt from additional CEQA review as they are being made to protect public and private property and necessary to maintain services essential to the public, health and welfare (see

*Ca/Beach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

SECTION 3: Declaration of Emergency; Authorization. In adopting this Resolution, the City Council takes the following actions:

- A. Based upon the entirety of the administrative record including, without limitation, the staff report and presentation accompanying this Resolution, the City Council finds that an emergency exists as to abating the Property which constitutes an imminent threat to public health and safety that requires immediate action.
- B. If, based upon the sole discretion of the City Manager, the Property's owners fail to commence substantive progress toward completing the Project within a reasonable time, then the City Council authorizes the City Manager to directly negotiate with a qualified contractor; execute an agreement with such contractor in a form approved by the City Attorney; and expeditiously abate the public nuisance.
- C. The City Council finds that abating the public nuisance in accordance with a court order (i.e., the abatement warrant) is not subject to Labor Code § 1720 since work is (1) accomplished pursuant to a court order; (2) on private property; (3) without any public improvement; and (4) without any public monies being expended. As to the latter, all public monies utilized to abate the nuisance will be recovered from the private property owner by lien on the Property (or otherwise) in accordance with California law.
- D. The City Manager and City Attorney are authorized to undertake all actions required to recover the City's costs related to the Project as authorized by applicable law.

SECTION 4: Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 5: If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 6: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this 16<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Vinh Ngo, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Karl H. Berger, City Attorney

**CERTIFICATION**

**STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            )    SS  
CITY OF MONTEREY PARK             )**

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. \_\_\_\_\_ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the \_\_\_\_\_ day of April, 2025, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Maychelle Yee, City Clerk  
Of the City of Monterey Park,  
California  
(SEAL)

**EXHIBIT D**

**EXHIBIT D**

**CITY COUNCIL OF MONTEREY PARK**  
**THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE**  
**FORMER REDEVELOPMENT AGENCY, THE HOUSING AUTHORITY (HA), THE**  
**MONTEREY PARK FINANCING AUTHORITY AND THE MONTEREY PARK GEOLOGIC**  
**HAZARD ABATEMENT DISTRICT AGENDA**

**SPECIAL MEETING**  
**Monterey Park City Hall, Room 266**  
**320 W. Newmark Avenue, Monterey Park, CA 91754**

**Wednesday**  
**April 16, 2025**  
**5:30 p.m.**

**MISSION STATEMENT**

The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous and collaborative environment.

**LAND ACKNOWLEDGEMENT**

We would like to acknowledge that the land we inhabit today was once known as Tovangaar, the home of the Gabrieleño-Tongva people. We show our respect to the Gabrieleño-Tongva people, as well as all Indigenous people, past, present, and future, and honor their labor as original caretakers of this land. We commit to uplifting the Gabrieleño-Tongva people, invite you to acknowledge the history, and join us in caring for this land.

**GENERAL INFORMATION**

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at [www.montereypark.ca.gov/AgendaCenter/City-Council-17](http://www.montereypark.ca.gov/AgendaCenter/City-Council-17).

Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall at (626) 307-1359 for reasonable accommodation at least 4 hours before a meeting. Council Chambers are wheelchair accessible.

**PUBLIC PARTICIPATION**

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers. Written Communication will be accepted up to 2 hours before the meeting by completing an online form at [www.montereypark.ca.gov/writtencomm](http://www.montereypark.ca.gov/writtencomm).

Pursuant to Government Code Section 54954.3(a), the public may address the City Council only on matters listed on this Agenda. No other public comment will be accepted.

The City Council will recess to Closed Session following public comment and the Open Session items if any. Public participation is not allowed during Closed Session.

CALL TO ORDER Mayor at 5:34 p.m.

ROLL CALL Henry Lo arrived at 5:37 p.m., Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

**PUBLIC COMMUNICATIONS**

**CITY ATTORNEY BERGER ANNOUNCED A RECOMMENDATION TO AMEND THE AGENDA UPON 2/3 VOTE (FOUR COUNCIL MEMBERS) TO ADD AN ITEM (ITEM NO. 2D) IN ACCORDANCE WITH GOVERNMENT CODE § 54954.2**

MOTION BY: WONG					
SECONDED BY: SANCHEZ					
COUNCIL MEMBERS	Aye	No	Abstain	Absent	Recusal
WONG	X				
SANCHEZ	X				
LO				X	
YANG	X				
NGO	X				

**APPROVED**

**[1.] OPEN SESSION**

**1-A. RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRACT WITHOUT THE NEED FOR BIDDING PURSUANT TO PUBLIC CONTRACTS CODE § 22050 TO ABATE PUBLIC NUISANCES AT 795 WEST GARVEY**

It is recommended that the City Council consider:

- (1) Adopting a Resolution declaring an emergency and authorizing contracting without formal bidding pursuant to Public Contracts Code § 22050;
- (2) Authorizing the City Manager to execute a standard public works contract, in a form approved with the City Attorney, in accordance with the draft Resolution and select a contractor to abate public nuisance conditions at real property located at 795 West Garvey Avenue (the "Property");
- (3) Authorizing the City Attorney to take all legal actions required to ensure payment of all costs associated with the City's abatement by the Property owner pursuant to MPMC Chapter 4.30 or as may otherwise be ordered by the Court; and
- (4) Taking such additional, related, action that may be desirable.

**CEQA (California Environmental Quality Act):**

The City Council's actions are exempt from additional CEQA review as they are being made to protect public and private property and necessary to maintain services essential to the public, health and welfare (see *Ca/Beach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4<sup>th</sup> 529: CEQA findings regarding an anticipated imminent emergency are valid).

**BY CONSENSUS, THIS ITEM WAS CARRIED OVER TO THE 4/16/2025 REGULAR CITY COUNCIL MEETING AT 6:30 P.M.**

**EXHIBIT E**

**EXHIBIT E**

**CITY COUNCIL OF MONTEREY PARK  
THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER  
REDEVELOPMENT AGENCY, THE HOUSING AUTHORITY, THE MONTEREY PARK FINANCING  
AUTHORITY AND THE MONTEREY PARK GEOLOGIC HAZARD ABATEMENT DISTRICT  
AGENDA**

**REGULAR CITY COUNCIL MEETING  
MONTEREY PARK CITY HALL COUNCIL CHAMBERS  
320 W. NEWMARK AVENUE, MONTEREY PARK, CA 91754**

**Wednesday  
April 16, 2025  
6:30 p.m.**

**MISSION STATEMENT**

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**LAND ACKNOWLEDGMENT**

We would like to acknowledge that the land we inhabit today was once known as Tovangaar, the home of the Gabrieleño-Tongva people. We show our respect to the Gabrieleño-Tongva people, as well as all Indigenous people, past, present, and future, and honor their labor as original caretakers of this land. We commit to uplifting the Gabrieleño-Tongva people, invite you to acknowledge the history, and join us in caring for this land.

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The public may watch the meeting live on the city's cable channel MPKTV (AT&T U-verse, channel 99 or Charter Communications, channel 182) or by visiting the city's website at [www.montereypark.ca.gov/133/City-Council-Meeting-Videos](http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos). Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

**PUBLIC PARTICIPATION**

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While all comments are welcome, the Brown Act does not allow the City Council to take action on any item not on the agenda. The Council may briefly respond to comments after Public Communications is closed. Persons may, in addition to any other matter within the City Council's subject-matter jurisdiction, comment on Agenda Items at this time. If you provide public comment on a specific Agenda item at this time, however, you cannot later provide comments at the time the Agenda Item is considered.

**CALL TO ORDER** Mayor at 6:49 p.m.  
**FLAG SALUTE** ~~The Monterey Park Police Explorers Civic Superstar~~  
**ROLL CALL** Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

**AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS**

**CITY MANAGER ALVAREZ REQUESTED TO MOVE ITEM NOS. 1A AND 3S TO BE HEARD BEFORE PUBLIC COMMUNICATIONS, CITY ATTORNEY BERGER REPORTED AN ADDITION OF ITEM NO. 1A FROM THE 4/16/2025 5:30 P.M. SPECIAL MEETING TO CONSENT CALENDAR AS ITEM NO. 3T**

**PUBLIC COMMUNICATIONS**

**STAFF COMMUNICATIONS:**

- Library
- Police
- Recreation and Parks

[1.] PRESENTATION – **THIS ITEM WAS HEARD BEFORE PUBLIC COMMUNICATIONS**

1-A. EDISON SCHOLAR MATTHEW WONG

[2.] OLD BUSINESS

2-A. APPROVE THE ARTWORK SUBMITTED BY ARTIST VICTOR VING FOR THE GREETINGS TOUR MURAL PROJECT TO BE PLACED ON THE PROPERTY LOCATED AT 153 E. GARVEY AVENUE

It is recommended that the City Council consider:

- (1) Approving the artwork submitted by Artist Victor Ving for the Greetings Tour Mural Project; and
- (2) Taking such additional, related, action that may be desirable.

**CEQA (California Environmental Quality Act):**

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a “project” as defined, respectively. This activity contemplates administrative actions including entering into an agreement and appropriating budget funds. Accordingly, this activity is exempt from further review.

<b>MOTION BY: WONG</b>					
<b>SECONDED BY: SANCHEZ</b>					
<b>COUNCIL MEMBERS</b>	<b>Aye</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Recusal</b>
WONG	X				
SANCHEZ	X				
LO	X				
YANG	X				
NGO	X				

**APPROVED RECOMMENDATION**

**[3.] CONSENT CALENDAR ITEM NOS. 3A-3S 3T**

All items the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion. items may be removed from the Consent Calendar at the request of any member of the City Council for separate consideration.

<b>MOTION BY: WONG</b>					
<b>SECONDED BY: SANCHEZ</b>					
<b>COUNCIL MEMBERS</b>	<b>Aye</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Recusal</b>
<b>WONG</b>	<b>X</b>				
<b>SANCHEZ</b>	<b>X</b>				
<b>LO</b>	<b>X</b>				
<b>YANG</b>	<b>X</b>				<b>3E, 3P &amp; 3Q</b>
<b>NGO</b>	<b>X</b>				<b>3P</b>

**APPROVED/ADOPTED ON CONSENT CALENDAR ITEM NOS. 3A-3T, EXCEPT FOR ITEM NO. 3N WHICH WAS PULLED. ITEM NO. 3K APPROVED AS AMENDED TO CORRECT A TYPO. COUNCIL MAYOR NGO REPORTED A POTENTIAL CONFLICT OF INTEREST ON ITEM NO. 3P AND MAYOR PRO TEM YANG REPORTED A POTENTIAL CONFLICT OF INTEREST ON ITEM NOS. 3E, 3P, & 3Q**

**3-A. MINUTES**

It is recommended that the City Council consider:

- (1) Approving the minutes from the regular meetings of February 5, 2025, and February 19, 2025, and March 5, 2025, and the special meetings of February 19, 2025, February 22, 2025, and March 12, 2025; and
- (2) Taking such additional, related, action that may be desirable.

**APPROVED ON CONSENT CALENDAR**

**3-B. MONTHLY INVESTMENT REPORT – MARCH 2025**

It is recommended that the City Council consider:

- (1) Receiving and filing the monthly investment report; and
- (2) Taking such additional, related, action that may be desirable.

**RECEIVED AND FILED ON CONSENT CALENDAR**

**3-C. NOMINATION OF COUNCILMEMBER JOSE SANCHEZ TO THE METRO SAN GABRIEL VALLEY SERVICE COUNCIL**

It is recommended that the City Council consider:

- (1) Approving the nomination of Councilmember Jose Sanchez to the Metro San Gabriel Valley Service Council for the term beginning July 1, 2025, and ending June 30, 2028;
- (2) Authorizing the Mayor to sign a letter submitting this nomination to Metro; and
- (3) Taking such additional, related, action that may be desirable.

**APPROVED ON CONSENT CALENDAR**

**3-D. ADOPTING A RESOLUTION UPDATING THE CITY'S REIMBURSEMENT POLICIES IN ACCORDANCE WITH AB1234, TO INCLUDE ADDITIONAL PRE-APPROVED CONFERENCES FOR ELECTED OFFICIALS**

It is recommended that the City Council consider:

- (1) Adopting a Resolution updating the City's reimbursement policies in accordance with AB1234, to include additional pre-approved conferences for Elected Officials; and
- (2) Taking such additional, related, action that may be desirable.

**APPROVED/ADOPTED ON CONSENT CALENDAR RESOLUTION NO. 2025-R23**

**3-E. WAIVE FURTHER READING AND ADOPT ZONING CODE AMENDMENT (ZCA-25-01) AND ZONE CHANGE (ZA-25-01), AN ORDINANCE IMPLEMENTING THE MONTEREY PARK GENERAL PLAN BY AMENDING TITLE 21 OF THE MONTEREY PARK MUNICIPAL CODE ("MPMC") GOVERNING ACCESSORY DWELLING UNITS, REPLACEMENT HOUSING, AND ADMINISTRATIVE USE PERMITS, AND AMENDING THE ZONING MAP BY ESTABLISHING THE RESIDENTIAL INCENTIVE ZONE.**

It is recommended that the City Council consider:

- (1) Waiving the second reading and adopting the proposed Ordinance; and
- (2) Taking such additional, related, action that may be desirable.

**MAYOR PRO TEM YANG REPORTED A POTENTIAL CONFLICT OF INTEREST AND DID NOT PARTICIPATE, APPROVED/ADOPTED ON CONSENT CALENDAR ORDINANCE NO. 2261**

**3-F. ACCEPTANCE OF REAL PROPERTY LOCATED AT 2537-2543 LEE AVE., S. EL MONTE, CA, AS PARTIAL SATISFACTION OF DEBT OWED TO CITY, AND PAYMENT OF RELATED FEES**

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to accept, on behalf of the City, fee simple title to real property commonly known as 2537-2543 Lee Ave., S. El Monte, CA 91733 (APN 5281012011, 5281012012), as partial satisfaction of debt owed by Center Int'l Investments, LLC ("CII"), related to the City's abatement of CII's property located at 1688 W. Garvey Ave.;
- (2) Adopting a Resolution authorizing payment of \$83,231.78 in trustee sales agent fees to take title of real property located at 2537-2543 Lee Ave., S. El Monte, CA 91733; and
- (3) Taking such additional, related, action that may be desirable.

**CEQA (California Environmental Quality Act):**

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). This activity is exempt from the CEQA pursuant to CEQA Guidelines § 15601(b)(3) as it contemplates only administrative actions related to the acquisition of real property and it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

**APPROVED/ADOPTED ON CONSENT CALENDAR RESOLUTION NO. 2025-R24**

**3-G. PROFESSIONAL MUNICIPAL CLERKS WEEK RESOLUTION**

It is recommended that the City Council consider:

- (1) Adopting a Resolution declaring the week of May 4 – May 10, 2025 as Professional Municipal Clerks Week in Monterey Park; and
- (2) Taking such additional, related, action that may be desirable.

**APPROVED/ADOPTED ON CONSENT CALENDAR RESOLUTION NO. 2025-R25**

**3-H. NATIONAL CORRECTIONAL OFFICERS WEEK RESOLUTION**

It is recommended that the City Council consider:

- (1) Adopting a Resolution Declaring the week of May 4-10, 2025, to be National Correctional Officers Week in the City of Monterey Park, and;
- (2) Taking such additional, related, action that may be desirable.

**APPROVED/ADOPTED ON CONSENT CALENDAR RESOLUTION NO. 2025-R26**

**3-I. NATIONAL CRIME VICTIMS' RIGHTS WEEK RESOLUTION**

It is recommended that the City Council consider:

- (1) Adopting a Resolution declaring the week of April 6<sup>th</sup> – 12<sup>th</sup>, 2025 as National Crime Victims' Rights Week in the City of Monterey Park; and
- (2) Taking such additional, related, action that may be desirable.

**APPROVED/ADOPTED ON CONSENT CALENDAR RESOLUTION NO. 2025-R27**

**3-J. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING WEDNESDAY, APRIL 30, 2025, TO BE "DENIM DAY MONTEREY PARK"**

It is recommended that the City Council consider:

- (1) Adopting a resolution declaring Wednesday, April 30, 2025, as "Denim Day Monterey Park"; and
- (2) Taking such additional, related, action that may be desirable.

**APPROVED/ADOPTED ON CONSENT CALENDAR RESOLUTION NO. 2025-R28**

**3-K. RECEIVE AND FILE A SUMMARY OF THE WINDSTORM AND FIRESTORM LOCAL EMERGENCY**

It is recommended that the City Council consider:

- (1) Receiving and Filing this staff report summarizing the status of windstorm and firestorm local emergency;
- (2) Adopting a Resolution to add projects to the Fiscal Year 2024-25 Capital Improvement Program; and
- (3) Taking such additional, related, action that may be desirable.

**CEQA (California Environmental Quality Act):**

The City reviewed the environmental impacts of the extension under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a "project" as defined, respectively. This activity reflects administrative changes and policy making. Accordingly, this activity is exempt from further review.

**APPROVED/ADOPTED ON CONSENT CALENDAR RESOLUTION NO. 2025-R29**

**3L. BRUGGEMEYER LIBRARY GENERATOR INSTALLATION – AWARD OF CONTRACT**

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Pacific Power Engineering Technology, Inc., in the amount of \$281,300 for the Bruggemeyer Library Generator Installation Project;
- (2) Authorizing the Director of Public Works to approve change orders and contingency up to \$28,130 (10%) of the contract amount, for a total project cost of \$309,430; and
- (3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). The proposed activity contemplates maintenance, repair, and operation of Bruggemeyer Library by replacing mechanical equipment which involves no expansion of the existing use.

**APPROVED ON CONSENT CALENDAR**

**3-M. APPROVAL OF FIFTH AMENDMENT TO AGREEMENT WITH WEST COAST ARBORISTS, INC.**

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a Fifth Amendment to Agreement 1284-A with West Coast Arborists, Inc., in a form approved by the City Attorney, to increase the contract’s annual amount to \$670,000; and
- (2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The Project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The Project is not anticipated to have any significant impacts regarding noise, air quality, or water quality.

**APPROVED ON CONSENT CALENDAR**

**3-N. CITYWIDE SOLAR PANELS, BATTERY STORAGE AND EV CHARGING STATIONS STRATEGY**

It is recommended that the City Council consider:

- (1) Approving the proposed strategy for the development of citywide solar panel installation, battery storage systems and electric vehicles (EV) charging stations at various facilities;
- (2) Authorizing the Director of Public Works (“Director”) to negotiate a Project Development Agreement, in a form approved by the City Attorney, with a consultant; and
- (3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed action pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). The proposed activity contemplates installation, maintenance, repair, and operation of solar panels, battery storage systems and EV charging stations at various facilities. The recommended action is not a project and therefore does not require environmental review at this time.

**CONTINUED NEXT PAGE**

**ITEM NO. 3N**

<b>MOTION BY: WONG</b>					
<b>SECONDED BY: SANCHEZ</b>					
<b>COUNCIL MEMBERS</b>	<b>Aye</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Recusal</b>
<b>WONG</b>	X				
<b>SANCHEZ</b>	X				
<b>LO</b>	X				
<b>YANG</b>	X				
<b>NGO</b>	X				

**APPROVED RECOMMENDATIONS**

**3-O. AMENDMENT TO AGREEMENT NO. 2466-AA WITH NICHOLS CONSULTING ENGINEERS, CHTD. DBA NCE FOR SIDEWALK ASSESSMENT SERVICES AND AWARD OF CONTRACT TO SOUTHERN CALIFORNIA PRECISION CONCRETE, INC. DBA PRECISION CONCRETE CUTTING FOR PROFESSIONAL CONCRETE CUTTING SERVICES**

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute an Amendment to Agreement No. 2466-AA with Nichols Consulting Engineers, CHTD. dba NCE, in a form approved by the City Attorney, for sidewalk assessment services for \$53,900;
- (2) Authorizing the City Manager to execute an Agreement with Southern California Precision Concrete, Inc. dba Precision Concrete Cutting, in a form approved by the City Attorney, for professional concrete cutting services for a term of one year with the option to renew for two additional years with an annual amount not to exceed \$150,000; and
- (3) Taking such additional, related, action that may be desirable.

**CEQA (California Environmental Quality Act):**

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). The proposed action contemplates entering into agreements for assessment of the public right of way, and minor alterations to existing improvements. Accordingly, this activity is exempt from further review.

**APPROVED ON CONSENT CALENDAR**

**3-P. AWARD OF PROFESSIONAL SERVICES AGREEMENT TO MARK THOMAS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATES ("PS&E") FOR GARVEY CAPACITY IMPROVEMENTS PROJECT**

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a Professional Services agreement with Mark Thomas, for the preparation of Plans, Specifications and Engineer's estimates (PS&E) for Garvey Capacity Improvements Project in an amount not to exceed \$1,348,896; and
- (2) Taking such additional, related, action that may be desirable.

**MAYOR NGO AND MAYOR PRO TEM YANG REPORTED A POTENTIAL CONFLICT OF INTEREST AND DID NOT PARTICIPATE, APPROVED ON CONSENT CALENDAR**

**3-Q. AWARD OF CONTRACT TO CCS FACILITY SERVICES - LOS ANGELES, INC. FOR CITYWIDE JANITORIAL SERVICES**

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute an agreement with CCS Facility Services – Los Angeles, Inc., in a form approved by the City Attorney, for janitorial services and supplies at various City facilities in an amount not to exceed \$482,401.56 per year. The proposed agreement would be from June 1, 2025 through June 30, 2028, with a renewal option of up to two, one-year terms;
- (2) Approving an additional appropriation of \$28,200 from the Building Maintenance Fund (506) for janitorial services and supplies through June 30, 2025; and
- (3) Taking such additional, related, action that may be desirable.

**MAYOR PRO TEM YANG REPORTED A POTENTIAL CONFLICT OF INTEREST AND DID NOT PARTICIPATE, APPROVED ON CONSENT CALENDAR**

**3-R. SECOND AMENDMENT TO AGREEMENTS WITH EUROFINs, WECK AND CLINICAL LAB FOR LAB ANALYSES**

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute the Second Amendment, in a form approved by the City Attorney, to the Agreements with Eurofins Eaton Analytica, LLC (2399-AC), Weck Analytical Environmental Services, Inc. (2273-AA), and Clinical Lab of San Bernardino, Inc. (2300-AD) to increase the not to exceed combined total from \$500,000 to \$600,000 for FY2024-25 costs for laboratory analysis services for the Water Division.
- (2) Taking such additional, related, action that may be desirable.

**APPROVED ON CONSENT CALENDAR**

**3-S. TREE MEMORIAL PROGRAM RECOMMENDATION FOR THERESA AMADOR**

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to take actions to honor Theresa Amador with a memorial tree and plaque; and
- (2) Taking such additional, related, action that may be desirable.

<b>MOTION BY: YANG</b>					
<b>SECONDED BY: SANCHEZ</b>					
<b>COUNCIL MEMBERS</b>	<b>Aye</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Recusal</b>
WONG	X				
SANCHEZ	X				
LO	X				
YANG	X				
NGO	X				

**THIS ITEM WAS HEARD AFTER ITEM NO. 1A**

**APPROVED RECOMMENDATION**

**3-T. RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRACT WITHOUT THE NEED FOR BIDDING PURSUANT TO PUBLIC CONTRACTS CODE § 22050 TO ABATE PUBLIC NUISANCES AT 795 WEST GARVEY**

It is recommended that the City Council consider:

- (1) Adopting a Resolution declaring an emergency and authorizing contracting without formal bidding pursuant to Public Contracts Code § 22050;
- (2) Authorizing the City Manager to execute a standard public works contract, in a form approved with the City Attorney, in accordance with the draft Resolution and select a contractor to abate public nuisance conditions at real property located at 795 West Garvey Avenue (the "Property");

**CONTINUED NEXT PAGE**

**ITEM NO. 3T**

- (3) Authorizing the City Attorney to take all legal actions required to ensure payment of all costs associated with the City's abatement by the Property owner pursuant to MPMC Chapter 4.30 or as may otherwise be ordered by the Court; and
- (4) Taking such additional, related, action that may be desirable.

**CEQA (California Environmental Quality Act):**

The City Council's actions are exempt from additional CEQA review as they are being made to protect public and private property and necessary to maintain services essential to the public, health and welfare (see *Ca/Beach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4<sup>th</sup> 529: CEQA findings regarding an anticipated imminent emergency are valid).

**THIS ITEM WAS CARRIED OVER FROM THE 4/16/2025 5:30 P.M. SPECIAL CITY COUNCIL MEETING, APPROVED/ADOPTED ON CONSENT CALENDAR RESOLUTION NO. 2025-R30**

[4.] PUBLIC HEARING – None.

[5.] NEW BUSINESS – None.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

**6-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING MAY 6, 2025, THE DAY OF INCLUSION OF THE 143<sup>RD</sup> ANNIVERSARY OF THE PASSAGE OF THE CHINESE EXCLUSION ACT**

It is recommended that the City Council consider:

- (1) Adopting a resolution declaring May 6, 2025, the Day of Inclusion of the 143<sup>rd</sup> anniversary of the passage of the Chinese Exclusion Act; and
- (2) Taking such additional, related, action that may be desirable.

<b>MOTION BY: WONG</b>					
<b>SECONDED BY: LO</b>					
<b>COUNCIL MEMBERS</b>	<b>Aye</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Recusal</b>
WONG	X				
SANCHEZ	X				
LO	X				
YANG	X				
NGO	X				

**APPROVED RECOMMENDATION**  
**RESOLUTION NO. 2025-R31**

**6-B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING THE MONTH OF APRIL 2025 AS NATIONAL ARAB AMERICAN HERITAGE MONTH (AS REQUESTED BY MAYOR PRO TEM YANG)**

It is recommended that the City Council consider:

- (1) Adopting a resolution declaring and recognizing the month of April 2025 as National Arab American Heritage Month; and
- (2) Taking such additional, related, action that may be desirable.

**CONTINUED NEXT PAGE**

**ITEM NO. 6B**

<b>MOTION BY: SANCHEZ</b>					
<b>SECONDED BY: YANG</b>					
<b>COUNCIL MEMBERS</b>	<b>Aye</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Recusal</b>
WONG	X				
SANCHEZ	X				
LO	X				
YANG	X				
NGO	X				

**APPROVED RECOMMENDATION**  
**RESOLUTION NO. 2025-R32**

**6-C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING THE MONTH OF APRIL 2025 AS NATIONAL PICKLEBALL MONTH (AS REQUESTED BY COUNCIL MEMBER SANCHEZ)**

It is recommended that the City Council consider:

- (1) Adopting a resolution declaring and recognizing the month of April 2025 as National Pickleball Month; and
- (2) Taking such additional, related, action that may be desirable.

<b>MOTION BY: SANCHEZ</b>					
<b>SECONDED BY: YANG</b>					
<b>COUNCIL MEMBERS</b>	<b>Aye</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Recusal</b>
WONG	X				
SANCHEZ	X				
LO	X				
YANG	X				
NGO	X				

**APPROVED RECOMMENDATION**  
**RESOLUTION NO. 2025-R33**

[7.] **FUTURE AGENDA ITEMS**

[8.] **CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)**

**ADJOURNED – 9:32 P.M.**

**EVIDENCE ITEM 17**

Exhibit 17

**EVIDENCE ITEM 17**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DEPARTMENT GLENDALE E

HON. ASHFAQ CHOWDHURY, JUDGE

-000-

THE PEOPLE OF THE STATE OF )  
CALIFORNIA, BY AND THROUGH THE )  
CITY ATTORNEY FOR THE CITY OF )  
MONTEREY PARK; AND CITY OF )  
MONTEREY PARK, A MUNICIPAL )  
CORPORATION, )

PLAINTIFFS, )

VS. )

CASE NO. 24NNCV00087

ROBERT CHAN, AN INDIVIDUAL; )  
ET AL., )

DEFENDANTS. )

**CERTIFIED COPY**

REPORTER'S TRANSCRIPT OF PROCEEDINGS

FRIDAY, MAY 23, 2025

APPEARANCES OF COUNSEL:

FOR PLAINTIFFS THE PEOPLE OF THE STATE OF CALIFORNIA AND THE  
CITY OF MONTEREY PARK:

TIMOTHY E. CAMPEN, ESQ.  
BURKE, WILLIAMS & SORENSEN, LLP  
444 SOUTH FLOWER STREET  
SUITE 2400  
LOS ANGELES, CA 90017-2953  
951-788-0100  
TCAMPEN@BWSLAW.COM

(APPEARANCES CONTINUED ON NEXT PAGE)

REPORTED BY:

MARY RICKEY, CSR 11252  
OFFICIAL PRO TEM COURT REPORTER

APPEARANCES (CONTINUED)

ATTORNEYS FOR CROSS-COMPLAINANTS RAYMOND MAN-SHU CHAN AND CINDY CHUNG CHAN, TRUSTEES OF THE CHAN FAMILY TRUST; RAYMOND MAN-SHU CHAN, TRUSTEE OF THE CHAN FAMILY LIVING TRUST:

ALLAN S. COHEN, ESQ.  
COHEN JOHNSON BARTLETT, LLP  
1230 ROSECRANS AVENUE  
SUITE 400  
MANHATTAN BEACH, CA 90266  
310-586-2400  
ACOHEN@CJBLLP.COM

ATTORNEYS FOR DEFENDANTS, EDWARD M. CHAN, EDWARD M. CHAN AS TRUSTEE OF THE CHAN FAMILY LIVING TRUST, HOWARD CHAN, MAN-FEI CHAN GOLD AND PATRICIA YU CHAN:

ANDREW O. KRASTINS, ESQ.  
BEVERLY J. BICKEL, ESQ.  
LAW OFFICE OF ANDREW O. KRASTINS  
333 W. SIXTH STREET  
SUITE 213  
SAN PEDRO, CA 90731  
562-357-9789  
AKRASTINSLAW@AOL.COM

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SESSIONS

MAY 23, 2025

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A.M. SESSION

4

CASE NUMBER: 24NNCV00087  
CASE NAME: PEOPLE OF THE STATE OF CA  
V. ROBERT CHAN, ET AL.  
GLENDALE, CALIFORNIA FRIDAY, MAY 23, 2025  
DEPARTMENT E HON. ASHFAQ CHOWDHURY, JUDGE  
APPEARANCES: (AS HERETOFORE NOTED)  
REPORTER: MARY RICKEY, CSR 11252  
TIME: A.M. SESSION

- - - -  
(AT 9:34 A.M., THE FOLLOWING PROCEEDINGS  
WERE HELD IN OPEN COURT:)

- - - -  
THE COURT: PEOPLE OF THE STATE OF CALIFORNIA  
BY AND THROUGH THE CITY ATTORNEY FOR THE CITY OF MONTEREY  
PARK VERSUS ROBERT CHAN, NUMBER 2, 24NNCV00087.

WE HAVE A COURT REPORTER HERE. LET'S START  
WITH THE COURT REPORTER.

COULD THE COURT REPORTER STATE YOUR NAME AND  
LICENSE NUMBER.

THE COURT REPORTER: YOUR HONOR, MARY RICKEY,  
CSR NUMBER 11252.

THE COURT: THANK YOU.

EVERYBODY PLEASE KEEP IN MIND WE HAVE A COURT  
REPORTER. SO IF YOU'RE GOING TO READ ANYTHING, GO SLOWLY.

WHO IS HERE FOR THE PLAINTIFF?

MR. CAMPEN: GOOD MORNING, YOUR HONOR.

TIM CAMPEN ON BEHALF OF THE PEOPLE OF THE  
STATE OF CALIFORNIA AND THE CITY OF MONTEREY PARK.

THE COURT: THANK YOU.

DEFENSE.

MR. KRASTINS: GOOD MORNING, YOUR HONOR.

ANDREW KRASTINS ON BEHALF OF EDWARD M. CHAN,  
EDWARD M. CHAN AS TRUSTEE OF THE CHAN FAMILY LIVING TRUST,  
HOWARD CHAN, MAN-FEI CHAN GOLD, AND PATRICIA CHAN.

THE COURT: OKAY.

MS. BICKEL: GOOD MORNING, YOUR HONOR.

BEVERLY BICKEL FOR DEFENDANTS EDWARD M. CHAN,  
EDWARD M. CHAN AS TRUSTEE OF THE CHAN FAMILY LIVING TRUST,  
HOWARD CHAN, MAN-FEI CHAN GOLD, AND PATRICIA YU CHAN.

THE COURT: OKAY.

MR. COHEN: GOOD MORNING, YOUR HONOR.

ALLAN COHEN, COHEN JOHNSON & BARTLETT, ON  
BEHALF OF DEFENDANTS AND CROSS-COMPLAINANT RAYMOND CHAN  
AND CINDY CHAN AS TRUSTEES OF THE CHAN FAMILY TRUST AND  
RAYMOND CHAN AS TRUSTEE OF THE CHAN FAMILY LIVING TRUST.

THE COURT: OKAY. THANK YOU. YOU CAN ALL  
HAVE A SEAT IF YOU WANT.

COULD I ASK COUNSEL FOR PLAINTIFF, WHAT'S  
HAPPENING WITH SOUTHERN CALIFORNIA EDISON AND EQUILON?  
WHAT'S HAPPENING WITH THOSE TWO?

MR. CAMPEN: YOUR HONOR, THEY WERE DISMISSED  
FROM THE CASE. THEY HAD EASEMENTS.

THE COURT: DO YOU HAVE THEM DISMISSED? I  
DON'T HAVE THEM AS DISMISSED.

(COURT CONFERS WITH CLERK OFF RECORD.)

THE COURT: I'LL TELL YOU WHO'S BEEN

DISMISSED.

ROBERT CHAN, ELAINE YU CHAN, IRENE CHAN --  
ACCORDING TO THE SYSTEM I'M LOOKING AT. SOUTHERN  
CALIFORNIA EDISON IS STILL NAMED, NOT SERVED. EQUILON  
ENTERPRISES, LLC, NAMED, NOT SERVED.

SO WOULD YOU LIKE ME TO DISMISS THEM? I CAN  
DO THAT NOW.

MR. CAMPEN: I WOULD, YOUR HONOR. THANK YOU.

THE COURT: SO SOUTHERN CALIFORNIA EDISON  
COMPANY AND EQUILON ARE DISMISSED WITHOUT OBJECTION.

ONE SECOND. I GET A GOLD STAR EVERY TIME A  
PARTY GETS DISMISSED. OKAY.

(COURT CONFERS WITH CLERK OFF RECORD.)

THE CLERK: WITHOUT PREJUDICE, YOUR HONOR.

THE COURT: MR. CAMPEN?

MR. CAMPEN: THANK YOU.

THE COURT: NO ONE IS OBJECTING. RIGHT?

MR. COHEN: NO OBJECTION.

MR. CAMPEN: NO OBJECTION.

THE COURT: I DON'T SEE ANYBODY SHAKING THEIR  
FIST AT ME. THAT'S FINE.

BEFORE WE DIVE INTO THE TENTATIVES, I'M  
ASSUMING YOU BOTH HAVE SEEN THE TENTATIVE? OKAY.

I KNOW THIS HAS BEEN KIND OF AN ONGOING SAGA  
FOR A WHILE.

LET ME HEAR FROM THE PLAINTIFF'S POINT OF  
VIEW, WHAT'S THE CURRENT STATUS? I'M JUST WONDERING.

MR. CAMPEN: YOUR HONOR, THE PARTIES -- YOU

MAY RECALL THAT WE HAD INDICATED WE WERE GOING TO TRY TO MEET, TRY TO SORT THINGS OUT AS BEST WE COULD PRIOR TO THIS MEETING.

THE COURT: YEAH.

MR. CAMPEN: AND MR. KRASTINS CAN CORRECT ME IF I'M WRONG ABOUT SOME OF THE FACTS.

BUT HIS CLIENTS RETAINED A GENERAL CONTRACTOR, A NEW GENERAL CONTRACTOR, JUST A FEW WEEKS AGO.

THREE, FOUR WEEKS AGO?

MR. KRASTINS: I HAVE TO LOOK IN MY NOTES.

THE COURT: RECENTLY.

MR. CAMPEN: RECENTLY. AND WE HAD THIS MEETING SCHEDULED, BUT WE HAD TO POSTPONE IT BECAUSE IT REALLY DIDN'T MAKE SENSE UNLESS WE HAD THE PROPERTY'S GENERAL CONTRACTOR ONLINE. THAT WAS KIND OF THE POINT.

SO ONCE WE DID THAT AND WERE ABLE TO GET IT SCHEDULED, WE WERE FINALLY ABLE TO HAVE THAT MEETING TWO DAYS AGO, ON WEDNESDAY. AND FROM THE CITY'S PERSPECTIVE, IT WAS A VERY ENCOURAGING MEETING.

THE COURT: OKAY.

MR. CAMPEN: THE NEW GENERAL CONTRACTOR IS KNOWN TO THE CITY. HE IS VERY COMPETENT. HE KNOWS WHAT HE'S DOING. HE SHOWED UP PREPARED AND WAS WELL ACQUAINTED WITH THE PROJECT AND THE PLANS.

HE INDICATED HE COULD -- EXPECTS TO HAVE CREWS OUT THERE IN ABOUT THE NEXT TWO WEEKS, MOBILIZED AND WORKING, AND AS WELL AS HE INDICATED THAT COMPLETION OF EVERYTHING SHOULD TAKE -- AND I QUOTE -- "180 DAYS AT THE

MOST."

THE COURT: AND THE CURRENT PLAN -- I FORGET -- WAS IT A BOBA TEA KIND OF PLACE? WHAT ARE THEY BUILDING?

MR. CAMPEN: IT'S A STANDALONE RETAIL ESTABLISHMENT, TWO UNITS, ON A FAIRLY BUSY COMMERCIAL CORNER INTERSECTION. ONE -- THERE IS A TENANT, A PROSPECTIVE TENANT THAT'S BEEN HANGING IN THERE AND HAS DONE SOME T.I. WHICH IS A TEA, A BOBA TEA KIND OF PLACE.

I'M NOT AWARE OF ANY PROSPECTIVE TENANTS FOR THE REMAINDER OF THE SPACE, THE SECOND UNIT.

THE COURT: BUT IT'S JUST GOING TO BE BUILT OUT AS RETAIL SPOTS?

MR. CAMPEN: RIGHT, RIGHT.

THE GOAL FOR THE CITY, AT THIS POINT, IS TO GET TO THE POINT WHERE THE TENANTS CAN DO THEIR T.I., THE TENANT IMPROVEMENTS, IN THIS SPACE, HOWEVER THEY ARE GOING TO ARRANGE IT BETWEEN THEM.

THE COURT: YEAH.

MR. CAMPEN: YEAH, THAT -- AS FAR AS I'M AWARE, 7 LEAVES IS STILL VERY MUCH IN PLAY AND LOOKING TO OCCUPY THE DESIGNATED SPACE ONCE THE SPACE IS AVAILABLE.

THE COURT: DO YOU WANT TO SAY ANYTHING ABOUT THAT?

MR. KRASTINS: YES, YOUR HONOR.

AT THE FEBRUARY 14TH HEARING, YOU CONTINUED THE MOTION SO THAT EDWARD CHAN, AS TRUSTEE, COULD FILE AN OPPOSITION. AND WE FILED THAT OPPOSITION ON MAY 12TH. IN

HIS DECLARATION, HE VERY THOROUGHLY GOES ON TO EXPLAIN WITH ALL THE THINGS THAT HAVE HAPPENED.

THE REASON FOR THE DELAY WAS THEIR GENERAL CONTRACTOR PRETTY MUCH ABANDONED THE PROJECT WHILE THE OFFICE INFORMED HIM THAT HE WAS JUST UP NORTH. AND THEN, YOU KNOW, MANY, MANY EMAILS TRYING TO GET A HOLD OF HIM, AND IT TURNED OUT THAT HE WOULDN'T RETURN THEM.

SO THEY HIRED MR. VONG, AND THEY HAVE BEEN WORKING VERY, VERY DIRECTLY WITH THEIR SUBCONTRACTORS AND WITH THE CITY.

THE COURT: OKAY.

MR. KRASTINS: THE MEETING THAT WE HAD, THAT IS CORRECT. MR. VONG, PRIOR TO THAT MEETING, ALREADY WENT OUT TO MEET WITH DENNIS TARANGO, THE BUILDING OFFICIAL, AT THE SITE TO POINT OUT SOME PROBLEMS WITH THE ELEVATION, THE ORIGINAL PLANS, OR MAYBE THE SURVEY THAT NEEDS TO BE TALKED ABOUT.

MR. TARANGO SAID THESE COULD BE WORKED ON LATER, AND MR. VONG AND DEFENDANTS ARE ABSOLUTELY READY TO GO.

THE COURT: GREAT.

MR. KRASTINS: I'M SORRY?

THE COURT: NO, GO AHEAD.

MR. KRASTINS: WE, ALSO, IN OUR MAY 12 OPPOSITIONS TRIED TO GO AS THOROUGHLY AND CAREFULLY AS WE COULD TO ALL OF THE ISSUES RAISED IN THE COURT'S FEBRUARY 14 TENTATIVE.

THE COURT: OKAY. SO FROM THE CITY'S

PERSPECTIVE, AS TO THE PRELIMINARY INJUNCTION ISSUES, ANY OF THE NEW DEVELOPMENTS HAVE ANY BEARING ON THAT, OR DOES IT AFFECT YOUR VIEW?

MR. CAMPEN: YOUR HONOR, GIVEN THE MEETING DAY BEFORE YESTERDAY, I THINK THINGS HAVE CHANGED, AND THE CITY IS VERY ENCOURAGED BY THIS.

IF THINGS FOLLOW THROUGH THE WAY MR. VONG, THE NEW GENERAL CONTRACTOR, REPRESENTED -- WHICH IS VERY MUCH CONSISTENT WITH WHAT THE BUILDING OFFICIAL AND THE CITY ENGINEER HAVE ADVISED -- I THINK IT WOULD BE APPROPRIATE TO, YOU KNOW, SORT OF STAY OR TABLE THIS MATTER AT THIS TIME BECAUSE --

THE COURT: THE PRELIMINARY INJUNCTION?

MR. CAMPEN: JUST THE PRELIMINARY INJUNCTION.

I WOULDN'T BE ASKING FOR IT AT THIS MOMENT BASED ON THIS MEETING WE HAD AND THE REPRESENTATIONS MADE.

THE COURT: YOUR CONCERNS ABOUT THE CONTRACTING AND THE GENERAL CONTRACTOR SEEM TO BE, FOR THE MOMENT, DEALT WITH OR ADDRESSED.

MR. CAMPEN: YES, YOUR HONOR.

THE COURT: SO THAT'S FINE WITH ME.

WHAT WOULD YOU PROPOSE? JUST CONTINUE THIS P.I. HEARING TO THE NEXT STATUS CONFERENCE?

MR. CAMPEN: WE CAN DO THAT, YOUR HONOR, OR IF THE COURT IS INCLINED, WE COULD SIMPLY TAKE IT OFF CALENDAR, AND I COULD RESURRECT IT AS MAY SEEM APPROPRIATE.

THE COURT: SURE. IT CAN BE IN A STATE OF

LIMBO. THAT'S FINE.

YES?

MR. KRASTINS: YOUR HONOR, THAT WAS EXACTLY WHAT I WAS GOING TO SUGGEST. THEY CAN EITHER WITHDRAW THE MOTION WITHOUT PREJUDICE, REVIEW THEIR AUTHORITIES THEY CITE AND THE FACTS, THEN BRING IT BACK WHENEVER APPROPRIATE.

THE COURT: I'LL TAKE OFF CALENDAR. IT'S NO PREJUDICE, AND CAN BE REVIVED AT ANY TIME. IS THAT OKAY WITH EVERYONE?

MR. CAMPEN: YES. THANK YOU.

MR. COHEN: YES, YOUR HONOR.

THE COURT: ALL RIGHT. I GET ANOTHER GOLD STAR FOR THAT.

EVERYONE'S TAKEN A LOOK AT THE TENTATIVE ON THE MOTION FOR JUDGMENT ON THE PLEADINGS. RIGHT?

MR. COHEN: YES.

MR. KRASTINS: YES.

MR. CAMPEN: YES, YOUR HONOR.

THE COURT: THAT'S THE ONE THAT GETS INTO ALL THE STATUTORY CONSTRUCTION AND ALL THAT.

SO LET ME HEAR FROM THE PEOPLE.

AS YOU SEE IN THE TENTATIVE, IT GOES THROUGH TO TALK ABOUT THE -- WE TALK ABOUT THE LEGISLATIVE HISTORY OF SB1465, ET CETERA, AND THE TITLE OF THE DIVISION 13. IT FALLS UNDER HOUSING, ET CETERA, ET CETERA.

SO THE TENTATIVE IS TO GRANT, BUT LET ME HEAR FROM THE CITY.

MR. CAMPEN: THANK YOU, YOUR HONOR.

WITHOUT GOING BACK OVER THE SAME POINTS THAT I HAVE ALREADY MADE AND THE COURT ALREADY CONSIDERED, I WOULD LIKE TO ADDRESS A FEW SPECIFIC ISSUES, AND ONE OF WHICH IS SPECIFIC LANGUAGE THAT I DID NOT SEE IN THE COURT'S TENTATIVE THAT I WOULD LIKE TO FOCUS ON.

THE COURT: OKAY.

MR. CAMPEN: FIRST OF ALL, WITHIN THE CONTEXT OF MY ARGUMENT, I'M MORE OR LESS REITERATING HERE THE INCLUSION OF INCLUDING. THIS IS NEW LANGUAGE.

THE COURT: SO NONEXCLUSIVE.

MR. CAMPEN: IT'S NOT ONLY NONEXCLUSIVE, IT'S EXPANDING. IT'S ACTUALLY WIDENING THE SCOPE OF WHAT THE INTENT OF THE STATUTE IS TO COVER.

SO, IN OTHER WORDS, WE WOULD EXPECT THE LEGISLATURE, IF THEY WANTED TO BE EXCLUSIVELY FOR STRUCTURES IN WHICH PEOPLE ARE RESIDING -- REGARDLESS OF ZONING. YOU KNOW, IT COULD BE A WAREHOUSE. IT WOULD BE WHEREVER. IT'S MEANT TO -- THEY ARE WANTING TO ADDRESS POTENTIAL MISUNDERSTANDINGS AND LACK OF APPLICABILITY.

THE COURT: YEAH.

MR. CAMPEN: IN DOING SO, THEY THREW IN LANGUAGE THAT EXPANDED IT SUCH AS "ANY BUILDING INCLUDING" AND THE LANGUAGE THAT I THINK IS REALLY INTERESTING IS -- IT MANIPULATES A LITTLE BIT, BUT IT SAYS --

AND THIS IS FOUND IN HEALTH AND SAFETY CODE SECTION 17920.3 WHERE IT TALKS ABOUT ANY BUILDING OR PORTION THEREOF -- YOU KNOW, NEW LANGUAGE ABOUT REGARDLESS

OF ZONING DESIGNATION OF APPROVED USE OF THE BUILDING.

THE COURT: YEAH.

MR. CAMPEN: BUT THEN IT MAKES IT CLEAR, AND IT REEMPHASIZED ABOUT THE HEALTH, PROPERTY, SAFETY, OR WELFARE OF OCCUPANTS OF THE BUILDING -- IT COULD HAVE STOPPED THERE -- BUT THEN IT SAYS, "NEARBY RESIDENTS."

THOSE AREN'T PEOPLE OCCUPYING THE BUILDING.

THE COURT: WELL, OKAY, FAIR ENOUGH. BUT NEARBY RESIDENTS TO A BUILDING THAT'S BEING USED FOR HABITATION. RIGHT?

MR. CAMPEN: IT COULD BE, BUT I MEAN, IF THIS IS MEANT TO PROTECT NEARBY --

THIS IS IN THE "OR." IT'S IN THE DISJUNCTIVE.

SO IF WE'RE TALKING ABOUT NEARBY RESIDENTS, IT COULD BE ANY BUILDING THAT IS JEOPARDIZING THE WELFARE, HEALTH, AND SAFETY OF NEARBY RESIDENTS.

THE COURT: YEAH.

MR. CAMPEN: IT DOESN'T SPEAK TO -- BUT ONLY IF THAT SUBSTANDARD BUILDING IS BEING USED FOR RESIDENTIAL PURPOSES. YOU KNOW WHAT I MEAN? IT DOESN'T SAY THAT.

AND THEN IT GOES ON TO SAY, "OR THE PUBLIC," AND THAT'S EVEN BROADER. I MEAN, WHY WOULD YOU PUT "THE PUBLIC" IN THERE IF YOU'VE ALREADY GOT PEOPLE RESIDING IN THE BUILDING? YOU'VE GOT THE PUBLIC.

THE COURT: I GUESS -- WELL, I THINK -- TELL ME WHY I'M WRONG.

IT SOUNDS LIKE ONE READING OF THIS WOULD BE BUILDING. WHEN WE'RE TALKING ABOUT THE BUILDING, THE

BUILDING IS STILL DEFINED OR FALLS WITHIN USE FOR HUMAN HABITATION.

DO YOU DISAGREE WITH THAT?

MR. CAMPEN: THAT IS STILL INCLUDED AS A TYPE OF BUILDING.

THE COURT: RIGHT, RIGHT.

BUT THE LANGUAGE ABOUT NEARBY RESIDENTS OR THE PUBLIC, THAT DOESN'T REALLY, TO ME, SEEM TO EXPAND THAT ONE WAY OR THE OTHER.

IT'S SAYING, YOU KNOW, IF YOU HAVE A BUILDING, IT'S USED FOR HUMAN HABITATION, AND THERE ARE PROBLEMS THERE, YOU KNOW, THE CONDITION, YOU TAKE INTO ACCOUNT THAT MAYBE IT AFFECTS NEARBY RESIDENTS OR THE PUBLIC, BUT I'LL LET YOU RESPOND TO THAT.

MR. CAMPEN: WELL, I THINK THE QUESTION IS: IS THIS MEANT TO PROTECT THE PUBLIC FROM SUBSTANDARD BUILDINGS ONLY IF THAT BUILDING HAS SOMEONE LIVING IN IT OR IS INTENDED FOR HABITATION?

THE COURT: WELL, DON'T WE GET TO THAT, TO SOME DEGREE, IN THE STATUTORY CONSTRUCTION SECTION THAT FOLLOWS IN TRYING TO FIGURE OUT WHETHER SUBSTANDARD BUILDING IS MEANT TO INCLUDE ANY BUILDING OR JUST BUILDINGS USED FOR HUMAN HABITATION?

THEN FOR THE REASONS THAT ARE DISCUSSED IN THE TENTATIVE, IT STRONGLY SUGGESTS AT LEAST FROM OUR INITIAL TAKE OF THE TENTATIVE, THAT GIVEN WHERE IT'S LOCATED IN THE CODE, GIVEN THE TITLES -- WHICH ARE ALL APPROPRIATE TO BE TAKEN INTO ACCOUNT, ET CETERA, FOR CONSTRUCTION,

GIVEN THAT THE AUTHORITIES WE CITE AND THE LEGISLATIVE HISTORY WE CITE, IT SOUNDS AS IF --

I UNDERSTAND WHERE YOU ARE HEADED WITH THE INCLUDING, BUT IT SOUNDS AS IF, ULTIMATELY, WHEN WE'RE TALKING ABOUT THE BUILDING, THE BUILDING THAT WE'RE TALKING ABOUT IS STILL -- IT APPEARS, AT LEAST AS THE TENTATIVE COMES OUT, THAT IT'S A BUILDING USED FOR HUMAN HABITATION.

SO MAYBE I'M JUMPING AHEAD. GO AHEAD.

MR. CAMPEN: WELL, YOUR HONOR, I DO NOT DISPUTE THAT THIS IS OVERWHELMINGLY AND PRIMARILY FOCUSED ON BUILDINGS INTENDED OR BEING USED FOR HUMAN OCCUPATION.

THE COURT: AND TO SOME DEGREE, ISN'T THERE A COMPLETELY DIFFERENT SET OF CODES AND REGULATIONS FOR COMMERCIAL ESTABLISHMENTS LIKE MCDONALD'S OR A DRY CLEANER OR VONS -- I'M ASSUMING -- AND SEPARATE, DIFFERENT STANDARDS AND DIFFERENT CODES AND SECTIONS -- I DON'T KNOW THAT WE REALLY NEED TO GET INTO THAT -- BUT FOR NON-RESIDENTIAL COMMERCIAL ESTABLISHMENTS?

MR. CAMPEN: WELL, BUILDING CODES ARE BUILDING CODES, AND THEY APPLY TO RESIDENCES AND COMMERCIAL STRUCTURES AS WELL.

THEN THERE ARE SPECIFIC -- THERE'S A SPECIFIC RESIDENTIAL CODE THAT HAS ADDITIONAL REGULATIONS THAT ARE VERY SPECIFIC TO HABITATION, BUT GENERAL BUILDING CODES APPLY TO ANY KIND OF STRUCTURE BEING BUILT.

THE COURT: OKAY.

MR. CAMPEN: AND AS FAR AS I CAN RECALL,

THE -- THIS LINE OF STATUTES IN THE HEALTH AND SAFETY CODE REFER TO THE BUILDING CODE, NOT JUST THE RESIDENT -- RESIDENCE CODE.

THE COURT: HOLD THAT THOUGHT.

AND LET ME HEAR FROM DEFENSE IF YOU WANT TO ADD ANYTHING TO THIS.

MR. KRASTINS: WELL, YES. NEARBY BUILDINGS IS -- APPLIES TO NEARBY BUILDINGS IS ENTIRELY CONSISTENT WITH OUR READING OF THE STATUTE BECAUSE A SUBSTANDARD SHED THAT'S PACKED WITH A LOT OF PEOPLE IN IT, THAT'S A FIRE HAZARD.

THE COURT: THE CLASSICAL RUIN AND NOW THEY'RE -- YEAH, OF COURSE IT'S GOING TO APPLY. I THINK THAT THE STATUTORY HISTORY, THE LEGISLATIVE HISTORY IS QUITE CLEAR.

WHAT ABOUT THE INCLUDING? HIS FOCUS IS THE INCLUDING LANGUAGE.

MR. KRASTINS: WELL, THE INCLUDING LANGUAGE MUST BE READ IN THE CONTEXT OF THE ENTIRE STATUTORY SCHEME.

THE COURT: DO YOU THINK IT'S JUST SORT OF SLOPPY DRAFTING POTENTIALLY?

MR. KRASTINS: WELL, NOT EVEN NECESSARILY SLOPPY DRAFTING, I THINK THAT --

THE COURT: NO DISPARAGEMENT INTENDED TO THE DRAFTERS. GO AHEAD.

I DON'T WANT SOMEONE TO COME AFTER ME.

MR. KRASTINS: NO, NO, I DON'T THINK IT'S EVEN

NECESSARILY SLOPPY DRAFTING. IT'S JUST A MATTER OF WHEN YOU HAVE A LARGE STATUTORY SCHEME, YOU CAN'T -- IT WOULD EXPAND THE STATUTE AND BE EXTREMELY REPETITIVE.

SO THAT "INCLUDING" LANGUAGE SIMPLY MEANS THAT IT INCLUDES STRUCTURES THAT WERE NOT INTENDED TO BE USED FOR HUMAN HABITATION, BUT ARE SO BEING USED.

AND THAT THAT'S THE PURPOSE OF THE STATUTE, AND THAT'S CONSISTENT WITH ALL OF THE SENATOR ARCHULETA'S OWN TESTIMONY, ALL THE LEGISLATIVE DIGESTS THAT WE'VE PRESENTED.

THE COURT: WHAT ABOUT THE QUESTION I RAISED? I ASSUME -- I'M NO EXPERT IN THE AREA. I ASSUME THERE'S A SECTION OF THE CODES, SECTION OF REGULATIONS, HOUSING. THEN A SEPARATE SECTION FOR -- IF YOU WANT TO RUN A "BURGER KING," THERE'S A SEPARATE REGULATIONS AND CODES, ET CETERA.

MR. KRASTINS: YES, INDEED. I BELIEVE THERE'S A BUILDING CODE. THERE ARE ALL SORTS OF GENERAL -- FAR MORE GENERALIZED CODES THAT WOULD APPLY TO ALL STRUCTURES WHETHER THEY'RE COMMERCIAL OR NON-COMMERCIAL.

SO THIS LITTLE AMENDMENT, HAD IT BEEN INTENDED FOR THAT, IT WOULD HAVE BEEN THERE PLACED, RATHER THAN IN A CODE THAT EXPRESSLY DEALS WITH HUMAN HABITATION AND AN AMENDMENT WHICH EXPRESSLY -- ACCORDING TO THE DRAFTERS AND THE LEGISLATIVE HISTORY -- ADDRESSED A VERY, VERY SPECIFIC PROBLEM THAT ENDED IN TRAGEDY.

THE COURT: ANYTHING ELSE YOU WANT TO POINT OUT ON THIS MOTION BEFORE I GIVE THE CITY THE FINAL WORD?

MR. KRASTINS: NO, UNLESS THE COURT HAS ANY MORE QUESTIONS.

THE COURT: NO. DO EITHER OF YOU HAVE ANYTHING MORE YOU WANT TO ADD?

MS. BICKEL: NO, YOUR HONOR.

MR. KRASTINS: EXCUSE ME, YOUR HONOR.

THERE IS ONE THING, I DO WANT TO ADDRESS THE ATTORNEYS' FEES ISSUE AFTER.

THE COURT: LET'S HOLD OFF ON THAT.

MR. KRASTINS: OF COURSE.

THE COURT: SO, WELL. WHY DON'T WE JUST TALK ABOUT THAT.

SO YOU'RE SEEKING ATTORNEYS' FEES ON THIS STILL?

MR. KRASTINS: YES, BECAUSE THE STATUTE MANDATORILY PROVIDES FOR THEM.

ONE MORE THING ABOUT THE STATUTORY CONSTRUCTION, IT WOULD LEAD TO VERY, VERY RATHER ABSURD RESULTS IF YOU APPLIED REQUIREMENTS FOR INDOOR TOILETS AND SINKS TO A TOOL SHED OR SOMETHING. THAT'S WHY IT DOES NOT MAKE SENSE.

THE COURT: ALL RIGHT. THANK YOU. ANYTHING ELSE?

MR. KRASTINS: THANK YOU, YOUR HONOR.

THE COURT: I'LL GIVE YOU THE FINAL WORD.

MR. KRASTINS: WELL, FEES AND COST.

THE COURT: WE'LL TALK ABOUT THAT.

MS. BICKEL: OKAY.

MR. CAMPEN: THANK YOU, YOUR HONOR.

I THINK WE NEED TO PRESUME THE LEGISLATURE WASN'T SLOPPY WHEN THEY DRAFTED THIS.

THE COURT: I ALWAYS DO.

MR. CAMPEN: AND I KNOW THAT, YOUR HONOR. IT WOULD HAVE BEEN TRIVIAALLY EASY FOR THE LEGISLATURE, AT ANY POINT OF THESE LINE OF STATUTES -- WHICH HAVE BEEN AMENDED FROM TIME TO TIME, INCLUDING JUST RECENTLY -- TO SAY, "THIS APPLIES EXCLUSIVELY TO STRUCTURES IN WHICH PEOPLE ARE RESIDING," BUT IT DIDN'T.

AND IT EXPANDED IT BY SAYING "INCLUDING THOSE." IT EXPANDED IT BY SAYING "NEARBY RESIDENTS" AS PART -- AND ALSO THE PUBLIC WAS ALREADY THERE.

BUT IT REARRANGED IT A LITTLE BIT TO EXPAND IT TO PEOPLE AND PLACES OUTSIDE THE STRUCTURE ITSELF.

AND AS FAR AS THERE BEING OTHER CODE SECTIONS THAT DEAL WITH COMMERCIAL-TYPE ESTABLISHMENTS OR NONHABITATION ESTABLISHMENTS, THERE ARE ALWAYS GOING TO BE REGULATIONS THAT DEAL WITH DIFFERENT KINDS OF BUSINESSES AND USES.

I AM NOT AWARE OF A COROLLARY TO THIS THAT PROVIDES CITIES WITH A REMEDY THAT, WHEN YOU HAVE A SUBSTANDARD STRUCTURE THAT IS PLACING THE PUBLIC IN HARM'S WAY AND POTENTIALLY DANGEROUS TO THE PUBLIC, HOW DO YOU DEAL WITH THAT --

THE COURT: SO THERE'S NOTHING --

MR. CAMPEN: -- WITH A RECEIVERSHIP.

THE COURT: THERE'S NO EQUIVALENT FOR

COMMERCIAL, NONRESIDENTIAL BUILDINGS --

I ASSUME, LIKE SAY THE STARBUCKS, FALLS INTO DISREPAIR AND BECOMES A RUIN. THERE'S NO WAY TO DEAL WITH THAT WITH A RECEIVERSHIP-TYPE SITUATION?

MR. CAMPEN: WELL, THERE'S ALWAYS WAYS TO DEAL WITH IT, JUST LIKE THERE'S OTHER WAYS THE CITY COULD DEAL WITH THIS PROPERTY THAN RECEIVERSHIP. THERE'S NO QUESTION OTHER OPPORTUNITIES AND OPTIONS ARE AVAILABLE.

THE COURT: SO, I MEAN -- RIGHT.

TO SOME DEGREE, IT SOUNDS LIKE MAYBE WE'RE JUST TALKING ABOUT PERHAPS THE WRONG STATUTE FOR THE SITUATION. I DON'T KNOW, BUT THAT SEEMS TO BE THE DEFENSE'S POINT.

MR. CAMPEN: WELL, AND I'M NOT, AGAIN, NOT DISAGREEING THAT THIS IS OVERWHELMINGLY FOCUSED ON STRUCTURES FOR HUMAN HABITATION. THERE'S NO QUESTION. IT'S -- WHERE IT'S LOCATED, EVERYTHING ABOUT IT.

THE COURT: YEAH.

MR. CAMPEN: BUT IF IT WERE --

THE COURT: THE AMENDMENT.

MR. CAMPEN: -- THE LEGISLATIVE INTENT TO MAKE IT EXCLUSIVELY, IT SEEMS LIKE IT WOULD HAVE SAID SO VERY CLEARLY. THERE WOULD BE CASE LAW THAT SAYS SO VERY CLEARLY, AND THEY WOULDN'T HAVE THINGS THAT SAY "INCLUDING HUMAN HABITATION."

THE COURT: WHEN WAS THE AMENDMENT MADE? IT WAS MADE IN --

MR. KRASTINS: IT WENT INTO EFFECT

JANUARY 1ST.

MR. CAMPEN: IT WAS DONE IN NOVEMBER, I THINK.

THE COURT: WE'RE NOT GOING TO HAVE THE BENEFIT OF A LOT OF CASE LAW JUST BECAUSE OF HOW RECENT IT WAS, I THINK.

WHAT ABOUT THE LEGISLATIVE HISTORY THAT WE TALKED ABOUT ON PAGE 7? "THE PURPOSE OF EXPANDING THE DEFINITION WAS TO ADDRESS PROBLEMS WITH CALIFORNIA HOUSING SHORTAGES," ET CETERA.

MR. CAMPEN: WELL, THAT'S -- I APOLOGIZE, YOUR HONOR.

I DON'T HAVE PAGE NUMBERS FOR THE TENTATIVE. IF YOU COULD --

THE CLERK: DO YOU WANT ANOTHER COPY?

MR. CAMPEN: MY COPY JUST DIDN'T HAVE PAGE NUMBERS.

THE COURT: IT'S THE THIRD-TO-THE-LAST PAGE. THE TOP LINE IS "THE STATE HOUSING LAW, SECTION 1790."

THEN IF YOU GO TO THE FOURTH PARAGRAPH WHERE WE TALK ABOUT THE LEGISLATIVE HISTORY, "THE PURPOSE OF EXPANDING THE DEFINITION...."

MR. CAMPEN: WELL, OKAY. SO, AGAIN, I DON'T DISAGREE THAT IT'S ADDRESSING THE ISSUE LIKE THE --

IN THE BAY AREA, THEY HAD THAT COMMERCIAL BUILDING THAT COLLAPSED BECAUSE THEY HAD TOO MANY PEOPLE IN IT. IF I RECALL, IT WAS LIKE A RAVE OR SOMETHING, BUT THERE WERE ALSO PEOPLE LIVING THERE.

THE COURT: YEAH.

MR. CAMPEN: IT WAS KIND OF A SQUATTERS KIND OF SITUATION, AND THEY WANTED TO MAKE SURE THEY WERE CAPTURING THAT AS WELL.

THEY'RE SAYING, HEY, WAIT A MINUTE. EVERYONE'S TREATING THIS TOO NARROWLY. WE NEED TO EXPAND IT AND MAKE IT CLEAR THAT WE'RE NOT JUST TALKING ABOUT HOUSES OR MOTELS OR HOTELS, AND THAT'S THE EXCLUSIVE.

IT'S LIKE PEOPLE COULD BE LIVING ANYWHERE SO THEY WANTED TO MAKE SURE THEY OPENED IT UP.

BUT NOWHERE THAT I SAW IN THE LEGISLATIVE HISTORY DID ANYONE SAY, WE'RE NOT GOING TO ALLOW THIS TO APPLY TO ANYTHING OTHER THAN THIS.

THE COURT: BUT I GUESS THE POINT BEING THAT IT WAS MEANT TO -- AT LEAST FROM THE LEGISLATIVE HISTORY -- IT SOUNDS LIKE IT WAS MEANT TO APPLY TO SORT OF INFORMAL HOUSING KIND OF SITUATION, WHICH IS NOT -- I DON'T THINK ANYONE'S ARGUING IS WHAT HAPPENED HERE.

NO ONE THINKS PEOPLE ARE HAVING A RAVE OR CAMPING OUT OR OTHERWISE SQUATTING IN THIS PROPERTY.

THIS IS SORT OF WHAT YOU WOULD SAY. RIGHT?

MR. KRASTINS: YES.

THE COURT: SO THAT'S JUST -- I'M JUST WONDERING WHAT THE PEOPLE'S TAKE IS ON THAT IN TERMS OF --

I MEAN, THERE COULD BE A TAKE ON THAT LEGISLATIVE HISTORY -- SOME PEOPLE SAY YOU DON'T GO LEAPING TO THE LEGISLATIVE HISTORY IMMEDIATELY IF THE LANGUAGE IS NOT AMBIGUOUS AND THERE ARE VARIOUS TAKES ON THAT, ET CETERA. YOU JUST LOOK AT THE PLAIN TEXT OF THE

STATUTE, WHICH I THINK IS WHAT YOU'RE RELYING ON, RIGHT.

BUT IN TERMS OF THE CONSTRUCTION, THE PLAIN TEXT -- AS WE'VE DONE -- I THINK IT'S ALSO APPROPRIATE UNDER THE CANONS OF CONSTRUCTION TO TAKE A LOOK AT WHERE IT FALLS, THE SURROUNDING CONTEXT IN THE STATUTORY SCENE, THE TITLES OF THE VARIOUS STATUTES OF DECISIONS, ET CETERA.

SO THAT'S KIND OF WHERE I AM AT, BUT I'LL GIVE YOU THE FINAL WORD.

MR. CAMPEN: I BELIEVE I REVIEWED ALL THE LEGISLATIVE HISTORY THAT WENT THROUGH A LOT OF -- I'M NOT A -- THE LEGISLATIVE PROCESS AT SACRAMENTO IS NOT MY EXPERTISE.

THE COURT: MINE NEITHER.

MR. CAMPEN: AND SO I WAS QUITE SURPRISED TO SEE THE DIFFERENT COMMITTEES THIS WENT THROUGH AND DIFFERENT THINGS THAT -- I'M NOT EVEN SURE HOW IT'S RELEVANT, BUT IT WENT THROUGH THEM.

THE ONE THING I NOTICE IS THEY SEEMED -- EVERY SINGLE PLACE IT WENT SEEMED TO COPY THE EXACT SAME LANGUAGE VERBATIM FROM THE VERY BEGINNING.

ARCHULETA'S STAFF WROTE, BASICALLY, WHAT THEY WANT TO DO HERE. IT DIDN'T LOOK LIKE IT WAS GOING TO GET A LOT OF OBJECTIONS. NOBODY REALLY SEEMED TO OBJECT TO IT FROM EITHER SIDE OF THE AISLE, AND IT JUST SORT OF MOVED THROUGH.

AND EVERYONE JUST KIND OF COPIED THE EXACT SAME VERBATIM LANGUAGE THAT ARCHULETA'S STAFF STARTED OFF

WITH --

THE COURT: SURE.

MR. CAMPEN: -- WITH VERY, VERY MINOR DIFFERENCES AND NON-CONSEQUENTIAL DIFFERENCES, I WOULD SAY.

SO I THINK RELYING ON WHAT ESSENTIALLY BECAME BOILERPLATE FOR EVERY SINGLE COMMITTEE IT WENT THROUGH AS BEING DISPOSITIVE OF THE SCOPE OF THE STATUTE -- I WOULD, AGAIN, NOT RELY ON IT IN THAT WAY, BUT RATHER UNDERSTAND, FIRST OF ALL, THE FACT THAT WE HAD TO LOOK INTO THE LEGISLATIVE HISTORY TELLS US, AT A MINIMUM, THERE'S AMBIGUITY AS TO THE APPLICABILITY OF THIS.

THE COURT: MAYBE. TO SOME DEGREE. I SEE IT IN THIS SORT OF BOLSTERING THE CONCLUSION THAT ONE DRAWS FROM LOOKING AT THE CONTEXT AND WHERE IT FITS IN THE STATUTORY SCHEME, ET CETERA. OKAY. FAIR ENOUGH.

ANYTHING ELSE FROM THE PEOPLE?

MR. CAMPEN: NO, YOUR HONOR, NOT ON THIS.

THE COURT: THANK YOU. I'LL JUST -- I'M NOT HIDING ANYTHING. I'M INCLINED TO STICK WITH THE TENTATIVE, BUT GIVEN THAT IT RAISES ALL THESE INTERESTING ISSUES OF STATUTORY CONSTRUCTION WE'VE DISCUSSED, I WILL GIVE IT ANOTHER LOOK. I'LL TAKE A LOOK AT IT.

I'M INCLINED TO -- AT THIS MOMENT, SITTING HERE, I'M INCLINED TO STICK WITH IT, BUT I WILL GO THROUGH IT AGAIN. SO LET'S JUST TALK ABOUT WHERE WE ARE.

MR. COHEN: YOUR HONOR, ALLAN COHEN FOR DEFENDANTS RAYMOND CHAN AND CINDY CHAN. I'M A RELATIVELY

MINOR PLAYER. MY CLIENT IS ABOUT A 9 PERCENT OWNER.

THE COURT: YOU CAN HAVE 9 PERCENT OF HIS TIME. NO, I'M JUST KIDDING.

(LAUGHTER IN COURTROOM.)

MR. COHEN: I JUST WANT TO MAKE IT CLEAR.

JUST TO MAKE IT CLEAR THAT WE FILED A JOINDER ON MARCH 17TH IN THE PRIMARY DEFENDANTS' MOTION. SO ANY RULING THAT THIS COURT ISSUES, I'M ASKING TO ENSURE THAT WE ARE INCLUDED -- I'LL USE THE WORD GET THE BENEFIT OF THE RULING AS WELL.

THE COURT: OKAY.

MR. COHEN: THANK YOU.

THE COURT: YOUR CLIENT, AGAIN, IS WHO?

MR. COHEN: SEVERAL, RAYMOND AND CINDY CHAN IN THEIR CAPACITY AS TRUSTEES OF THE CHAN FAMILY TRUST AND RAYMOND CHAN IN HIS CAPACITY AS A TRUSTEE OF THE CHAN FAMILY LIVING TRUST.

THE COURT: I'LL FIND IT. THANK YOU. I APPRECIATE IT.

ANYONE ELSE HAVE ANY HOUSEKEEPING MATTERS? ANYTHING ELSE?

I'M TAKING IT UNDER SUBMISSION.

WE HAVE A CASE MANAGEMENT CONFERENCE TODAY.

MR. KRASINS: YOUR HONOR, I'M SORRY TO INTERRUPT, BUT THERE WAS THE ISSUE OF ATTORNEYS' FEES AND COSTS. IF YOUR HONOR WOULD LIKE SUPPLEMENTAL BRIEFING ON THAT, I'LL BE HAPPY TO PROVIDE.

THE COURT: NO. I'M TAKING IT UNDER

SUBMISSION.

IF ANYONE WANTS TO SAY ANYTHING FURTHER -- DO YOU HAVE ANYTHING YOU WANT TO SAY ON THE FEES OR COSTS?

MR. CAMPEN: I'D LIKE TO BE HEARD.

THE COURT: LET ME JUST SAY THIS.

SO I'M NOT INCLINED -- I THINK IT'S A CLOSE-ISH QUESTION. I DON'T FAULT THE CITY AT ALL FOR OPPOSING IT.

I DON'T NECESSARILY THINK IT'S SLAM DUNK THAT THEIR CLAIM FOR RECEIVERSHIP WAS MERITLESS. I DON'T THINK I'D SAY THAT BECAUSE I THINK -- YOU TELL ME -- I'M ASSUMING YOU'D SAY THE SAME THING, THAT WE'RE TALKING ABOUT THESE KIND OF AMBIGUITIES OR POTENTIAL AMBIGUITIES AND PERHAPS LACK OF CLARITY OF THE SCOPE.

THAT'S THE WHOLE POINT, AND THERE'S POTENTIALLY -- PLAINTIFF JOINS. SO IT'S NOT AN APPROPRIATE SITUATION FOR SANCTIONS.

WOULD YOU SAY SOMETHING ALONG THOSE LINES?

MR. CAMPEN: I WOULD, YOUR HONOR.

AND I'LL SAY, BECAUSE WE'RE TALKING ABOUT THE SANCTIONS NOW, WHAT THE THINKING PROCESS WAS WHEN WE LED UP TO FILING, AND IS APPROPRIATE TO DISCUSS AT THIS POINT.

THE COURT: SURE.

MR. CAMPEN: I'VE DONE SEVERAL NUISANCE ABATEMENT RECEIVERSHIPS, AND THOSE WERE RESIDENCES AT THE TIME.

BEFORE FILING THIS CASE, I TALKED TO MY RECEIVER THAT I'VE BEEN WORKING WITH. HE'S BEEN DOING

THIS FOR YEARS. HE'S ALSO A LAWYER. AND I ASKED HIM POINT BLANK. I'M LIKE, CAN YOU DO THIS ON COMMERCIAL PROPERTIES? BECAUSE I THINK YOU CAN, BUT YOU KNOW MORE ABOUT THIS THAN I DO.

AND HE'S LIKE, IT'S VERY, VERY UNUSUAL, BUT NO ONE SAID YOU CAN'T -- IS THE LANGUAGE I GOT. I CHECKED WITH SOMEONE ELSE. THEY SAID THE EXACT SAME THING.

I FOUND A CASE IN STOCKTON IN 2016 WHERE A COURT ORDERED RECEIVERSHIP UNDER THESE CODE SECTIONS FOR A LIQUOR STORE.

I'VE GOT THE PLEADINGS. I CAN GIVE THEM OUT TO EVERYBODY IF YOU WANT TO SEE THEM. I CAN GIVE YOU THE CASE NUMBER IF YOU WANT TO LOOK AT IT.

IT'S HARD TO GET THE STUFF FROM STOCKTON 10 YEARS AGO.

THE COURT: IT'S WRITTEN ON THE BACK OF BIRCH BARK OR SOMETHING.

MR. CAMPEN: I HAD TO -- I WAS ABLE TO GET SOME OF THE DOCUMENTS FROM THE STOCKTON CITY ATTORNEY'S OFFICE WHO BROUGHT THE SUIT, BUT THIS WAS A LIQUOR STORE OVERRUN BY GANGS AND DRUG DEALING AND THINGS LIKE THAT.

NOBODY WAS LIVING THERE, EVER, NO ALLEGATIONS OF LIVING THERE. AND THE COURT, UNDER THE SAME CODE SECTIONS, ISSUED A RECEIVERSHIP. THEY TOOK IT OVER. THEY COMPLETELY REDID THE PROPERTY WITH THE RECEIVER, HAD IT --

THE COURT: THERE WAS NO APPEAL ON THAT?

MR. CAMPEN: I COULD NOT FOUND ANY APPEAL ON THIS CASE. IT WAS APPEALED INTERNALLY IN THE TRIAL COURT,

AND I COULD FIND A NEWS STORY ABOUT HOW THE JUDGE DENIED IT.

THE COURT: FAIR ENOUGH. THE BASIC POINT BEING, THIS IS NOT A SITUATION YOU WOULD ARGUE WHERE IT'S A MERITLESS TYPE OF --

MR. CAMPEN: NO, NOT ONLY DID I CONSULT RECEIVERS ABOUT IT, BUT I FOUND AN EXAMPLE WHERE IT'S ACTUALLY HAPPENED.

MR. KRASTINS: YOUR HONOR --

THE COURT: HOLD ON.

ARE YOU DONE?

MR. CAMPEN: I'M DONE. THANK YOU, YOUR HONOR.

THE COURT: OKAY. GO AHEAD. BUT JUST AGAIN, I DON'T WANT TO REPEAT MYSELF.

WE HAD A LONG DISCUSSION HERE TODAY GOING THROUGH THE, YOU KNOW, STATUTE AND STATUTE OF CONSTRUCTION AND LEGISLATURE HISTORY.

IT DOESN'T STRIKE ME AS THIS IS SO OBVIOUS, THE CITY OBVIOUSLY SHOULDN'T HAVE BROUGHT IT, BUT GO AHEAD.

MR. KRASTINS: WELL, ACTUALLY, THE TENTATIVE REFERS TO SANCTIONS, AND I DON'T THINK THAT'S ACTUALLY QUITE ACCURATE.

THE COURT: FEES OR SANCTIONS.

MR. KRASTINS: WELL, YEAH, FEES IS DIFFERENT.

SANCTIONS, LIKE DISCOVERY SANCTIONS, ALTHOUGH THE STATUTE SAYS "SHALL," ALL OF THE DISCOVERY SANCTIONS PROVISIONS LIKE 2033, WHATEVER IT IS, HAVE A CAVEAT IN

THEM THAT SAYS UNLESS --

THE COURT: YOU'RE -- YOU'RE REFERRING TO "SHALL" IN 1798.

MR. KRASTINS: CORRECT, CORRECT. AND "SHALL" IS MANDATORY IN FEE-SHIFTING STATUTES.

AND THESE OCCUR IN MANY, MANY CONTEXTS. CIVIL CODE, YOU KNOW, THE ANTI-SLAPP PROVISION. THEN THERE'S THE FAMILY CODE 2030.

THE COURT: THE LESS SAID ABOUT ANTI-SLAPP THIS MORNING, THE BETTER. JUST GENERALLY.

MR. KRASTINS: YES, WHATEVER, ALL OF THESE, THEY'RE MANDATORY. AN EXCELLENT DISCUSSION OF MANDATORY --

THE COURT: I UNDERSTAND THE POINT. "SHALL," YOU'RE SAYING, MEANS "SHALL."

MR. KRASTINS: IN THE CONTEXT OF FEE-SHIFTING STATUTES, THEY ARE INDEED MANDATORY.

THE COURT: IS YOUR VIEW THE COURT HAS NO DISCRETION EVEN WITH SHALL?

BECAUSE, LOOK, THERE ARE SITUATIONS, I BELIEVE, IN THE DISCOVERY SANCTIONS, ET CETERA, WHERE SOMETIMES IT SAYS "SHALL." SOMETIMES IT DOESN'T, AND I THINK CASE LAW ESTABLISHES THE COURT STILL HAS DISCRETION.

MR. KRASTINS: WELL, IF YOU LIKE, SHALL I READ INTO THE RECORD SOME AUTHORITIES? OR WOULD YOU RATHER THAT WE DO A SUPPLEMENTAL BRIEF OR SOMETHING?

THE COURT: I WOULD HATE TO INCREASE THE AMOUNT OF POTENTIAL FEES AND COSTS HERE BY DOING THAT. I

WILL LOOK AT IT.

YOUR POINT IS WELL TAKEN, IT'S FINE. I WILL LOOK AT IT. IT DOES SAY "SHALL."

MR. KRASTINS: MAY I ADD ONE MORE THING? THERE IS SOME DISCRETION IN THE CASE WHERE YOU HAVE MULTIPLE CLAIMS, SOME OF WHICH -- ONE OF WHICH MAY HAVE A MANDATORY ATTORNEYS' FEES PROVISION AND OTHERS WHERE THEY DON'T. THE COURT CAN, BUT DOES NOT HAVE TO APPORTION, YEAH.

THE COURT: OKAY.

MR. KRASTINS: I HAVE THE AUTHORITY. IF THE COURT WOULD LIKE A SUBMISSION ON THAT, I WOULD BE HAPPY TO PROVIDE IT.

THE COURT: IT'S OKAY. I WOULD LIKE TO SPARE ANY FURTHER RESOURCES OR TIME AND ENERGY AND FEES THAT MAY BE NECESSARY. I'LL LOOK IT UP. OKAY.

I'LL TAKE THIS UNDER SUBMISSION. I DON'T THINK I KEEP THINGS UNDER SUBMISSION TOO LONG. I'LL PROBABLY ISSUE THE DECISION IN THE NEXT DAY OR TWO OR THREE.

(COURT CONFERS WITH CLERK OFF RECORD.)

THE COURT: THE MOTION FOR PRELIMINARY INJUNCTION WAS TAKEN OFF CALENDAR.

MR. KRASTINS: YOUR HONOR, MAY I ADD ONE MORE POINT?

THE COURT: YES.

MR. KRASTINS: THE CITY ITSELF HAS NEVER APPLIED THE STATUTE TO A COMMERCIAL PROPERTY.

THE COURT: WELL, THE AMENDMENT IS NEW.  
RIGHT?

MR. KRASTINS: THE AMENDMENT IS NEW. THAT'S  
CORRECT.

THE COURT: SO NEW YEAR, NEW CLAIM MAYBE.  
UNDERSTOOD.

MR. KRASTINS: I WOULD ALSO REQUEST THAT  
MR. CAMPEN TELL US THE AGE OF THE STOCKTON CASE.

THE COURT: HE SAID 2016.

MR. CAMPEN: 2016.

MR. KRASTINS: OKAY.

THE COURT: ALL RIGHT. THANK YOU VERY MUCH.  
THANK YOU FOR YOUR APPEARANCES THIS MORNING AND WAITING  
THROUGH MY CALENDAR.

MR. CAMPEN: DO WE HAVE A FUTURE DATE,  
YOUR HONOR?

MR. COHEN: THE CMC?

THE COURT: I'M LOOKING RIGHT HERE. I HAVE A  
CASE THAT I'M INCLINED TO CONTINUE.

(COURT CONFERS WITH CLERK OFF RECORD.)

THE COURT: SO I'M GOING TO CONTINUE THAT OUT.  
I WAS GOING TO SAY 45 DAYS OR 60 DAYS.

DOES ANYONE HAVE A SUGGESTION?

MR. CAMPEN: SIXTY.

MR. KRASTINS: SIXTY.

THE COURT: SOUNDS LIKE, HOPEFULLY, TO GO BACK  
TO THE HOPEFUL COMMENTS AT THE BEGINNING, THAT PROGRESS IS  
BEING MADE.

(COURT CONFERS WITH CLERK OFF RECORD.)

THE COURT: SO JULY 24TH. IS THAT A GOOD DAY FOR EVERYONE? 9 A.M.?

MR. COHEN: YES, YOUR HONOR.

THE COURT: VIRTUAL APPEARANCES ARE FINE. YOU'RE ALWAYS WELCOME TO COME IF YOU'D LIKE.

BUT JULY 24TH, 9 A.M.

SINCE THERE ARE SOME -- WELL, I'LL JUST ASK PLAINTIFF TO GIVE NOTICE.

PLAINTIFF TO GIVE NOTICE.

CONTINUED CMC JULY 24TH, 2025.

WE DISMISSED, JUST TO RECAP, SO CAL EDISON AND EQUILON, TO THE EXTENT THEY HADN'T BEEN DISMISSED PREVIOUSLY. WE TOOK THE PRELIMINARY INJUNCTION MOTION OFF CALENDAR WITHOUT PREJUDICE TO BRING IT AGAIN.

I'M TAKING THE CURRENT MOTION FOR JUDGMENT ON THE PLEADINGS UNDER SUBMISSION.

ANYTHING ELSE WE SHOULD NOTE FOR THE RECORD?

NO, OKAY. THANK YOU VERY MUCH.

(AT 10:11 A.M., PROCEEDINGS CONCLUDED.)

--000--

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DEPARTMENT GLENDALE E

HON. ASHFAQ CHOWDHURY, JUDGE

THE PEOPLE OF THE STATE OF )  
CALIFORNIA, BY AND THROUGH THE )  
CITY ATTORNEY FOR THE CITY OF )  
MONTEREY PARK; AND CITY OF )  
MONTEREY PARK, A MUNICIPAL )  
CORPORATION, )

PLAINTIFFS, )

VS. )

ROBERT CHAN, AN INDIVIDUAL; )  
ET AL., )

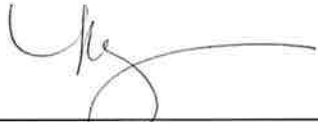
DEFENDANTS. )

CASE NO. 24NNCV00087

REPORTER'S CERTIFICATE

I, MARY RICKEY, CSR 11252, OFFICIAL REPORTER  
PRO TEMPORE OF THE SUPERIOR COURT OF THE STATE OF  
CALIFORNIA FOR THE COUNTY OF LOS ANGELES, DO HEREBY  
CERTIFY THAT THE FOREGOING PAGES, 1 THROUGH 32, INCLUSIVE,  
COMPRISE A FULL, TRUE, AND CORRECT TRANSCRIPT OF THE  
PROCEEDINGS HELD IN THE ABOVE-ENTITLED MATTER ON MAY 23,  
2025.

DATED JUNE 10, 2025.

  
\_\_\_\_\_  
MARY RICKEY, CSR 11252  
OFFICIAL COURT REPORTER  
PRO TEMPORE

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**EVIDENCE ITEM 18**

Exhibit 18

**EVIDENCE ITEM 18**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

North Central District, Glendale Courthouse, Department E

**24NNCV00087**

June 13, 2025

**THE PEOPLE OF THE STATE OF CALIFORNIA, BY AND  
THROUGH THE CITY ATTORNEY FOR THE CITY OF  
MONTEREY PARK, et al. vs ROBERT CHAN, et al.**

3:47 PM

Judge: Honorable Ashfaq G. Chowdhury

CSR: None

Judicial Assistant: A. Ataryan

ERM: None

Courtroom Assistant: None

Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Ruling on Submitted Matter

The Court, having taken the matter under submission on 05/23/2025 for Hearing on Motion for Judgment on the Pleadings {Res ID:\_1311}, now rules as follows:

**RULING – MOTION FOR JUDGMENT ON THE PLEADINGS**

Moving Party: Defendants, Edward M. Chan; Howard Chan; Patricia Chan; and Man Fei Chan Gold (Defendants or Movants)

Responding Party: Plaintiffs, The People of the State of California, by and through the City Attorney for the City of Monterey Park; and City of Monterey Park, a Municipal Corporation

Moving Papers: Notice/Motion; Proposed Order; Request for Judicial Notice; Proof of Service

Opposition Papers: Opposition

Reply Papers: Reply; Proof of Service; Request for Judicial Notice

Joinder Papers: Filed on 3/17/2025, “Defendants Raymond Man-Shu Chan, Trustee of the Chan Family Living Trust, and Raymond Man-Shu Chan and Cindy Chung Chan, Trustees of the Chan Family Trust (collectively, “Defendants”), hereby join in Defendants Edward M. Chan, Howard Chan, Patricia Chan, and Man Fei Chan Gold’s (collectively, “Movants”) Motion for Judgment on the Pleadings and for Order Declaring Movants to be Prevailing Parties Entitled to Award of Attorney’s Fees (the “Motion”), which was filed on or around March 11, 2025. Defendants hereby adopt the requests and the points and authorities contained in the Movants’ Motion.”

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

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3:47 PM

Judge: Honorable Ashfaq G. Chowdhury  
Judicial Assistant: A. Ataryan  
Courtroom Assistant: None

CSR: None  
ERM: None  
Deputy Sheriff: None

---

Joinder Papers: Filed on 5/16/2025, “Defendant Edward M. Chan as Trustee of the Chan Family Living Trust (“Trustee Chan”) hereby joins in the pending Motion for Judgment on the Pleadings and for Order Declaring Movants to Be Prevailing Parties Entitled to Award of Attorneys’ Fees brought by Defendants Edward M. Chan, Howard Chan, Patricia Yu Chan and Man Fei Chan Gold which was filed on March 11, 2025 and is currently scheduled to be heard on May 23, 2025. In joining in the subject Motion, Trustee Chan also hereby adopts and incorporates by reference all evidence, points and authorities, requests, and proposed orders contained in the joined Motion and its concurrently-filed papers, as well as those in any other papers which may be raised before or during the Motion hearing by Defendants Edward M. Chan, Howard Chan, Patricia Yu Chan and Man Fei Chan Gold regarding the Motion.”

//  
//

**RELIEF REQUESTED**

“Defendants Edward M. Chan, Howard Chan, Patricia Chan and Man Fei Chan Gold (collectively “Movants”) will, and hereby do, move pursuant to Code of Civil Procedure § 438 and under common law, on both statutory and non-statutory grounds, for entry of judgement on the pleadings in favor of Movants and against Plaintiffs, People of the State of California (by and through the City Attorney for the City of Monterey Park) and the City of Monterey Park, as to the Second Cause of Action in Plaintiffs’ First Amended Complaint for an Order Authorizing Appointment of a Receiver and Requiring Reimbursement. Movants also seek an order deeming Movants to be prevailing parties as to the Second Cause of Action and entitled to an award of attorneys’ fees and costs pursuant to Health & Safety Code § 17980.7(c)(11).

This Motion will be made on the grounds that Health & Safety Code §§ 17920.3, 17960, 17980, 17980.6, 17980.7, 17981, 17982 and 17983, which are contained in Division 13, Part 1.5 of the State Housing Law, Health & Safety Code § 17910 et seq. apply solely to buildings used for human habitation and not to non-residential commercial properties.

This Motion is based on this Notice of Motion and Motion, the attached Memorandum of Points and Authorities and Declaration of Andrew O. Krastins, the concurrently filed Request for Judicial Notice, the records and files in this action and such argument and evidence as may be presented at the hearing on this Motion.”

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

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3:47 PM

Judge: Honorable Ashfaq G. Chowdhury  
Judicial Assistant: A. Ataryan  
Courtroom Assistant: None

CSR: None  
ERM: None  
Deputy Sheriff: None

---

(Def. Mot. p. 2.)

**PROCEDURAL**

**Meet and Confer**

Before filing a motion for judgment on the pleadings pursuant to this chapter, the moving party shall meet and confer in person or by telephone with the party who filed the pleading that is subject to the motion for judgment on the pleadings for the purpose of determining if an agreement can be reached that resolves the claims to be raised in the motion for judgment on the pleadings. (Code Civ. Proc. § 439(a).)

“A determination by the court that the meet and confer process was insufficient shall not be grounds to grant or deny the motion for judgment on the pleadings.” (CCP §439(a)(4).)

Here, Defendants’ counsel alleges that a meet and confer occurred. (Krastins Decl. ¶ 3.)

The Court heard argument on this matter on 5/23/25 and took the matter under submission. The Court now issues its ruling GRANTING the Defendants’ motion.

**LEGAL STANDARD – MOTION FOR JUDGMENT ON THE PLEADINGS**

If moving party is a defendant, a motion for judgment on the pleadings may be made if either of the following conditions exist: (1) The court has no jurisdiction of the subject of the cause of action alleged in the complaint, or (2) The complaint does not state facts sufficient to constitute a cause of action against the defendant. (CCP § 438(c)(1)(B).)

“The grounds for motion provided for in this section shall appear on the face of the challenged pleading or from any matter of which the court is required to take judicial notice. Where the motion is based on a matter of which the court may take judicial notice pursuant to Section 452 or 453 of the Evidence Code, the matter shall be specified in the notice of motion, or in the supporting points and authorities, except as the court may otherwise permit.” (CCP § 438(d).)

“A motion for judgment on the pleadings may be made at any time either prior to the trial or at the trial itself. [Citation.]” (Ion Equipment Corp. v. Nelson (1980) 110 Cal.App.3d 868, 877.) “A motion for judgment on the pleadings performs the same function as a general demurrer, and hence attacks only defects disclosed on the face of the pleadings or by matters that can be judicially noticed. Presentation of extrinsic evidence is therefore not proper on a motion for judgment on the pleadings.” (Cloud v. Northrop Grumman Corp. (1998) 67 Cal.App.4th 995, 999 (Citations Omitted).) The standard for ruling on a motion for judgment on the pleadings is essentially the same as that applicable to a general demurrer, that is, under the state of the pleadings, together with matters that may be judicially noticed, it appears that a party is entitled to judgment as a matter of law. (Bezirdjian v. O'Reilly (2010) 183 Cal.App.4th 316, 321-322 (citing Schabarum v. California Legislature (1998) 60 Cal.App.4th 1205, 1216).)

**ANALYSIS**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

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THROUGH THE CITY ATTORNEY FOR THE CITY OF  
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3:47 PM

Judge: Honorable Ashfaq G. Chowdhury

CSR: None

Judicial Assistant: A. Ataryan

ERM: None

Courtroom Assistant: None

Deputy Sheriff: None

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Second Cause of Action

Plaintiffs' second cause of action in the FAC is titled "Petition for Order Authorizing Appointment of a Receiver and Requiring Reimbursement."

In relevant part, Plaintiff alleges:

42. Health & Safety Code §§ 17960, 17980, 17980.6, 17980.7 and 17982 authorize the City to enforce the State Building Codes and to institute this special proceeding as Petitioner. Health & Safety Code § 17983 authorizes this Court to make an order for which the City makes application under the State Building Codes, and Health & Safety Code § 17981 authorizes this Court to grant temporary relief pending final disposition of the City's petition.

43. Health & Safety Code § 17980.6 provides that, "if any building is maintained in a manner that violates any provision of this part, the building standards published in the State Building Code Standards... any other rule or regulation adopted pursuant to the provisions of this part, and the violations are so extensive and of such nature that the health and safety of residents or the public is substantially endangered, the enforcement agency may issue an order or notice to repair...."

44. Health & Safety Code § 17980.7 requires the City to serve all persons with an interest in the Property with a three-day notice of the City's intention to appoint a receiver. The City has served all parties with a recorded interest in the Property with a three-day notice. A true and correct copy of said notice is attached as Exhibit A, and incorporated by reference.

(FAC ¶¶ 42-44.)

Defendants explain that the subject property in this action is a non-residential commercial development.

Defendants point to Plaintiffs' CMC dated 11/6/2024 wherein Plaintiffs agreed that the project at issue is a non-residential commercial development. [The Court notes that Plaintiffs' Opposition to this motion does not contest this.]

Defendants now move for judgment on the pleadings as to the second cause of action on the basis that Health & Safety Code §§ 17920.3, 17960, 17980, 17980.6, 17980.7, 17981, 17982 and

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3:47 PM

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CSR: None

Judicial Assistant: A. Ataryan

ERM: None

Courtroom Assistant: None

Deputy Sheriff: None

---

17983, which are contained in Division 13, Part 1.5 of the State Housing Law, Health & Safety Code § 17910 et seq. apply solely to buildings used for human habitation and not to non-residential commercial properties.

Here, the Court finds Defendants' arguments availing.

Plaintiffs' second cause of action petitioning for receivership is based on Health & Safety Code § 17980.7.

In relevant part of Health & Safety Code § 17980.7:

The enforcement agency, tenant, or tenant association or organization may seek and the court may order, the appointment of a receiver for the substandard building pursuant to this subdivision.

(Health & Saf. Code, § 17980.7(c).)

Plaintiffs and Defendants here dispute whether or not the subject property is a "substandard building."

Defendants argue that "substandard building" pertains to only buildings for human habitation, and thus Defendants' property, since it is a non-residential commercial development, does not fall within the scope of the receivership statute of 17980.7(c).

Plaintiffs on the other hand argue that 17980.7(c) applies to any building, because the 2024 amendment broadened the scope of "substandard building" to include any building, even if the building is not for human habitation.

Substandard building is defined at 17920(n):

"Substandard building" means a building, or portion thereof, including any building used for human habitation, that is declared substandard pursuant to Section 17920.3.

(Health & Saf. Code, § 17920(n).)

Plaintiffs argue that the using the word "including" before "any building used for human

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MONTEREY PARK, et al. vs ROBERT CHAN, et al.**

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CSR: None

Judicial Assistant: A. Ataryan

ERM: None

Courtroom Assistant: None

Deputy Sheriff: None

---

habitation” enlarges, not restricts the statute, thus “including any building used for human habitation” confirms that such buildings are one example within a larger class of just “a building, or portion thereof.” Therefore, Plaintiffs argue that human habitation is not required of all substandard buildings.

Further, in relevant part of 17920.3:

Any building or portion thereof, regardless of zoning designation or approved uses of the building, including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the occupants of the building, nearby residents, or the public shall be deemed and hereby is declared to be a substandard building:

(Health & Saf. Code, § 17920.3.)

Plaintiffs also argue that SB 1465, which was enacted in 2024, was intended to ensure that receivership is available for non-residential buildings in non-residential zones where people happen to be living, and to ensure receivership is available for any building presenting a hazard to the general public in violation of building codes and local municipal codes.

Plaintiffs also argue that the State Legislature’s own Legislative Digest declares the purpose of the 2024 amendments is to clarify that the term “substandard building” means a residential building or any other building that is deemed to be substandard pursuant to intention of the amendments.

Statutory Construction

As explained in Marzec:

“ ‘Under well-established rules of statutory construction, we must ascertain the intent of the drafters so as to effectuate the purpose of the law. (Preston v. State Bd. of Equalization (2001) 25 Cal.4th 197, 213 [105 Cal.Rptr.2d 407, 19 P.3d 1148].) Because the statutory language is generally the most reliable indicator of legislative intent, we first examine the words themselves, giving them their usual and ordinary meaning and construing them in context. (People v. Lawrence (2000) 24 Cal.4th 219, 230 [99 Cal.Rptr.2d 570, 6 P.3d 228].) When statutory

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MONTEREY PARK, et al. vs ROBERT CHAN, et al.**

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ERM: None

Courtroom Assistant: None

Deputy Sheriff: None

---

language is clear and unambiguous, “ ‘there is no need for construction and courts should not indulge in it.’ ”

...

To interpret statutory language, we look not only to the particular provision at issue, but also to “the statutory scheme of which the statute is a part. [Citation.] We look to the entire statutory scheme in interpreting particular provisions ‘so that the whole may be harmonized and retain effectiveness.’ [Citation.] ‘In the end, we “ ‘must select the construction that comports most closely with the apparent intent of the Legislature, with a view to promoting rather than defeating the general purpose of the statute, and avoid an interpretation that would lead to absurd consequences.’ [Citation.]” ’ [Citation.]” (People v. Plumlee (2008) 166 Cal.App.4th 935, 940 [83 Cal.Rptr.3d 172].)

(Marzec v. California Public Employees Retirement System (2015) 236 Cal.App.4th 889, 903-906.)

Further, as explained in Make UC a Good Neighbor:

“Courts look to a statute's contemporary history and historical background as aids to interpretation,” to “illuminate the circumstances under which an act was passed, the mischief at which it was aimed, and the statute's ‘object’ or ‘purpose’ ”], fns. omitted; see, e.g., Delaney v. Baker (1999) 20 Cal.4th 23, 41, 82 Cal.Rptr.2d 610, 971 P.2d 986 [noting that the meaning of a statutory phrase may depend upon the legislative history and underlying purpose of the statute in which the phrase is used].

(Make UC a Good Neighbor v. Regents of University of California (2024) 16 Cal.5th 43, 60.)

Here, when looking at just the words alone in 17920(n), it is unclear if “substandard building” is meant to include any building or just buildings used for human habitation.

““Substandard building” means a building, or portion thereof, including any building used for human habitation, that is declared substandard pursuant to Section 17920.3.”(Health & Saf. Code, § 17920(n).)

However, when interpreting the definition of “substandard building” in the context of the entire

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3:47 PM

Judge: Honorable Ashfaq G. Chowdhury  
Judicial Assistant: A. Ataryan  
Courtroom Assistant: None

CSR: None  
ERM: None  
Deputy Sheriff: None

---

statutory scheme so that the whole may be harmonized and retain effectiveness, the definition of “substandard building” does not appear to apply for buildings that are not for human habitation.

Sections 17910-17998.3 of the Health & Safety Code are located within Part 1.5 of Division 13.

Division 13 [17000-19997] is titled “Housing.”

Part 1.5, which contains sections 17910-17998.3, is titled “Regulation of Buildings Used for Human Habitation.”

To reiterate, the sections at issue in Plaintiffs’ FAC are within Part 1.5 titled “Regulation of Buildings Used for Human Habitation.”

Further, the Court would like to point Plaintiffs to a few cases to provide Plaintiffs with context.

“The State Housing Law (Health & Saf. Code, §§ 17910-17998.3) provides for the enforcement of health and safety standards for residential housing.” (Kaura v. Stabilis Fund II, LLC (2018) 24 Cal.App.5th 420, 428.)

“The State Housing Law [§ 17910 et seq.] provides statewide construction and occupancy standards for buildings used for human habitation.” (Temple of 1001 Buddhas v. City of Fremont (2024) 100 Cal.App.5th 456, 467.)

“ Sections 17980.6 and 17980.7 of the Health and Safety Code compose a statutory scheme providing certain remedies to address substandard residential housing that is unsafe to occupy.” (City of Santa Monica v. Gonzalez (2008) 43 Cal.4th 905, 912.)

While Plaintiffs are correct to note that SB 1465 was expanded to include buildings that are not zoned for residential use, Plaintiffs ignore the legislative intent and history of SB 1465.

As Defendants point out in the legislative history of SB 1465 [located in Defendants’ Exhibits 3-9, RJN], the purpose of expanding the definition of “substandard building” was to address the problems from the California housing shortage wherein individuals unable to find affordable housing would reside in warehouses, factories, and buildings not in residential zones. Despite being rented as housing, since these building were not in residential zones, they evaded safety inspection and code enforcement. The Legislative History explained that Los Angeles County

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Judicial Assistant: A. Ataryan

ERM: None

Courtroom Assistant: None

Deputy Sheriff: None

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was estimated to have at least 200,000 informal housing units that were not approved for human habitation.

Therefore, in light of the legislative history of SB 1465, and in light of the entire statutory scheme wherein the definition of “substandard building” is located in Part 1.5 titled “Regulation of Buildings Used for Human Habitation,” the Court finds Defendants argument availing that the instant property does not qualify for receivership under Health & Safety Code § 17980.7. Defendants’ subject property, as conceded by Plaintiffs, is a non-residential commercial building. Defendants’ subject property is not for human habitation; therefore, it does not fall within the definition of “substandard building” in § 17920(n.)

Health & Safety Code § 17981

Defendants also point to ¶ 42 in the FAC which alleges:

Health & Safety Code §§ 17960, 17980, 17980.6, 17980.7 and 17982 authorize the City to enforce the State Building Codes and to institute this special proceeding as Petitioner. Health & Safety Code § 17983 authorizes this Court to make an order for which the City makes application under the State Building Codes, and Health & Safety Code § 17981 authorizes this Court to grant temporary relief pending final disposition of the City’s petition.

(FAC ¶ 42.)

Defendants cite to the language of 17981 which states:

An enforcement agency which institutes any action or proceeding pursuant to this article may, by verified complaint setting forth the facts, apply to the superior court for an order granting the relief for which the action or proceeding is brought until the entry of a final judgment or order.

(Health & Saf. Code, § 17981.)

Defendants point out how the instant FAC is not verified. Defendants thus argue that since the FAC is not verified, 17981 cannot provide a basis for temporary relief.

Here, the Court finds Defendants’ argument availing because the FAC is not verified, and Plaintiffs’ Opposition did not address Defendants’ argument.

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3:47 PM

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CSR: None

Judicial Assistant: A. Ataryan

ERM: None

Courtroom Assistant: None

Deputy Sheriff: None

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**RULING**

Defendants' motion for judgment on the pleadings is GRANTED with respect to dismissing the second cause of action. The subject property is a non-residential commercial property that is not used for human habitation. Plaintiffs' second cause of action for receivership is based on sections of the Health & Safety Code pertaining to buildings used for human habitation.

**Sanctions**

“The prevailing party in an action pursuant to this section shall be entitled to reasonable attorney’s fees and court costs as may be fixed by the court.” (Health & Saf. Code, § 17980.7(c)(11).)

Defendants argue that they are entitled to attorney’s fees as the prevailing party under 17980.7 because Plaintiffs brought a meritless claim for receivership.

The Court DENIES attorney’s fees and costs.

**Leave to Amend**

Plaintiffs argue that if this motion is granted, the Court must give Plaintiffs leave to amend his complaint to incorporate Health & Safety Code § 17980, et seq., as it currently appears.

As stated in *Dalton v. East Bay Mun. Utility Dist.* (1993) 18 Cal.App.4th 1566, 1570-71: If the complaint, liberally construed, can state a cause of action, or if it is reasonably possible that the plaintiffs can cure the complaint by amendment, the trial court should not sustain a demurrer without leave to amend. (*Heckendorn v. City of San Marino* (1986) 42 Cal.3d 481, 486 [229 Cal.Rptr. 324, 723 P.2d 64].) The burden is on the plaintiffs to establish the reasonable possibility that the defect is curable. (*Blank v. Kirwan, supra*, 39 Cal.3d at p. 318.) A demurrer is properly sustained without leave to amend if it appears that under applicable substantive law there is no reasonable possibility that \*1571 an amendment could remedy the defects. (*Heckendorn v. City of San Marino, supra*, 42 Cal.3d at p. 486.)

(*Dalton v. East Bay Mun. Utility Dist.* (1993) 18 Cal.App.4th 1566, 1570-71.)

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Judge: Honorable Ashfaq G. Chowdhury

CSR: None

Judicial Assistant: A. Ataryan

ERM: None

Courtroom Assistant: None

Deputy Sheriff: None

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Given the discussion above, the Court DENIES leave to amend.

Request for Judicial Notice

Defendants' requests for judicial notice are GRANTED.

Defendants to submit a proposed order in line with this ruling within 5 court days.

The NOTICE OF MOTION FOR JUDGMENT ON THE PLEADINGS AND FOR ORDER DECLARING MOVANTS TO BE PREVAILING PARTIES ENTITLED TO AWARD OF ATTORNEYS' FEES; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF ANDREW O. KRASTINS {Res ID: \_1311} filed by EDWARD M. CHAN, Man Fei Chan, HOWARD M. CHAN, Patricia Yu Chan on 03/11/2025 is Granted in Part.

Clerk to give notice.

Certificate of Service is attached.

**EVIDENCE ITEM 19**

**EVIDENCE ITEM 19**

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,  
County of Los Angeles  
7/23/2025 7:04 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Oliva, Deputy Clerk

Attorneys for Defendants, Edward M. Chan,  
Edward M. Chan as Trustee of the Chan  
Family Living Trust, Howard Chan,  
Man-Fei Chan Gold and Patricia Yu Chan

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

10  
11 THE PEOPLE OF THE STATE OF  
12 CALIFORNIA, *et al.*

13 Plaintiffs,

14 v.

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

16 Defendants.

CASE NO.: 24NNCV00087

**SECOND SUPPLEMENTAL  
DECLARATION OF DEFENDANT  
EDWARD M. CHAN RE STATUS OF 795  
W. GARVEY FOR JULY 24, 2025 CASE  
MANAGEMENT CONFERENCE**

**Date: July 24, 2025**

**Time: 8:30 A.M.**

**Dept.: E**

**Judge: The Hon. Ashfaq Chowdhury**

17  
18  
19  
20 I, Edward Chan, declare as follows:

21 1. I am over eighteen years of age and am a Defendant in this action. If called as a  
22 witness, I could and would testify to the following facts from my own personal knowledge.

23 2. I make this Second Supplemental Declaration in order to further supplement the  
24 Declaration I filed on July 18, 2025 and to inform the Court of recent construction at the Subject  
25 Property through the afternoon of July 23, 2025.

26 3. At 7:55 P.M., on July 3, 2025, the City's attorney Timothy Campen sent an email  
27 to my attorney and the other parties' attorneys with the heading: "Emergency Action Required at  
28 795 W. Garvey Ave." The email was forwarded to me at about 8:30 P.M. on July 3, 2025. In the

1 email, attorney Campen states *falsely* that there was an “uncontrolled sewer discharge” coming  
2 from the Subject Property. I knew this could not be the case because no plumbing had yet been  
3 installed at the Subject Property and because the Subject Property was not yet connected to any  
4 water source. Nor could any discharge have come from a broken sprinkler, because there is no  
5 water source, no sprinklers, and no landscaping. [A true and correct copy of Campen’s email is  
6 attached hereto as **Exhibit A.**]

7 4. Neither I nor my brother Howard received any information from City staff that  
8 there was anything wrong, and no Notice or Citation was posted at the Subject Property. Mr.  
9 Campen confirmed in an email to my attorney that the City had not contacted me or my brother  
10 directly, even though Mr. Campen labeled the issue an “emergency.” [A true and correct copy of  
11 the email exchange between my attorney and Mr. Campen on July 3, 2024 is attached hereto as  
12 **Exhibit B.**]

13 5. Early on the Fourth of July, I went to inspect the Subject Property and noticed  
14 there was a small puddle on the Subject Property. Earlier that week, workers for the City were  
15 using high pressure blast cleaning of their sewer system. At 2:45 P.M., I sent the City an email  
16 advising that none of the water or debris left our property and that the puddle appeared to result  
17 from the City’s high-pressure blast cleaning, which forced some water and debris onto our  
18 property through an abandoned City sewer lateral which had remained uncapped. I advised the  
19 City that, in the morning, we tried to purchase a cap for the City sewer lateral, but the only vendor  
20 open on the Fourth of July holiday did not have the proper size of cap. I advised that we would  
21 try again the following day and order one online just to be safe. We received no response from  
22 the City to this email. [A true and correct copy of my July 4, 2025 email to the City is attached  
23 hereto as **Exhibit C.**]

24 6. In the morning of July 5, 2025, we obtained a proper-sized cap and installed it on  
25 the City’s abandoned sewer lateral. I sent a follow-up email to the City with a photograph of the  
26 capped sewer lateral. We again received no response from the City to this email. [A true and  
27 correct copy of my July 5, 2025 email to the City is attached hereto as **Exhibit D.**]

28 7. On July 6, 2025, I sent another email to City staff advising that we had capped the

1 abandoned sewer lateral and inviting City staff to contact us with any questions. We have  
2 received no response from the City to this email. [A true and correct copy of my July 5, 2025  
3 email to the City is attached hereto as **Exhibit E.**]

4 8. Having received no response, on July 8, 2025, I sent an email directly to Code  
5 Compliance Officer Lizbeth Rodriguez, who Mr. Campen had identified in one of his emails. I  
6 explained that we capped the sewer lateral three days earlier. I also expressed my concern that  
7 nobody from Code Enforcement, Planning, or Engineering notified us directly, which to me  
8 contradicts any contention that there was any “emergency”. Finally, I explained that contacting  
9 me about supposed a code violation at the property through my lawyer rather than me directly  
10 necessarily increased my family’s attorney fees. The only response I received was an email  
11 acknowledging receipt, and nothing else. [A true and correct copy of my July 8, 2025 email to  
12 Ms. Rodriguez and her response are attached hereto as **Exhibit F.**]

13 9. Early on July 9, 2025, our contractors began actual excavation and grading of the  
14 site in preparation for delivery of an LID system and related items. There was operating heavy  
15 equipment at the site. Code Compliance Officers Rey Lozano and Lizbeth Rodriguez arrived at  
16 the site, walked around, and exchanged pleasantries with my brother Howard. They gave no  
17 indication that there had been any code violation or other problem at the site. They did not  
18 discuss the issues raised in Mr. Campen’s July 3, 2025 “emergency” email.

19 10. Later that day (July 9, 2025), I received an email from City Officer Rodriguez and  
20 an attached “Notice of Administrative Citation” also dated July 9, 2025. The Notice is not  
21 addressed to me or to my brother or to the Chan Family Living Trust. It is addressed to: “**CHAN**  
22 **RAYMOND AND CINDY TRUST ET AL CHAN FAMILY TRUST**”. The photographs  
23 attached to the Notice are dated July 2 and July 3, 2025. [A true and correct copy of the Notice of  
24 Citation is attached hereto as **Exhibit G.**]

25 11. The first alleged “violation” listed on the Citation is for the project being  
26 “permitted to remain in a state of partial construction.” This Notice was issued *after* Officers  
27 Lozano and Rodriguez visited the site in person, saw the construction activity going on, asked  
28 about it, and were told that the site is being prepared for installation of the LID unit and

1 related developments.

2 12. The second alleged “violation” listed on the Citation is for alleged illicit discharge  
3 into the public sewer system. However, neither the text of the Notice nor the attached July 2-3,  
4 2025 photographs give any indication of how or whether any such discharge took place. To my  
5 personal knowledge, having visited the Property at around that time period, there was no such  
6 discharge.

7 13. Finally, the third “violation” is for “inadequate plumbing.” The City knows that  
8 the project is still under construction and that no plumbing can be installed there until the LID  
9 system is in place.

10 14. Early this morning (July 23, 2025), the LID tank was delivered to the site and our  
11 contractors immediately began assembling the tank for installation. This is a complicated  
12 procedure involving many parts. Some components already have been set into the ground.. The  
13 scope of this work can be seen in the attached photographs showing the size of the excavation. In  
14 the coming days, our contractors will be pouring gravel, assembling the units, and doing other  
15 necessary work. Provided that the work goes smoothly and there are no labor shortages, I  
16 anticipate that installation of the LID unit will be complete within two weeks from now. That,  
17 however, is contingent on the scheduling requirements of our contractors and the availability of  
18 workers. [True and correct photographs I took of the work throughout the day today are attached  
19 hereto as **Exhibit H.**]


20 15. Thomas Vong, my licensed general contractor, has been actively overseeing the  
21 project and has had numerous personal contacts with City staff. I understand that no City staff  
22 members from Planning, Engineering, or other relevant City departments reached out to Mr.  
23 Vong regarding the status of the project. City staff are always free to contact Mr. Vong directly  
24 but apparently have not done so.

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

Executed on 7/23, 2025 at South Pasadena, California.

  
Edward M. Chan

**EXHIBIT A**

**EXHIBIT A**

## Emergency Action Required at 795 W. Garvey Ave.

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

To: akrastinslaw@aol.com; bjickelfh@aol.com; acohen@cjbllp.com; tstephen@cjbllp.com

Cc: mahensley@bwslaw.com

Date: Thursday, July 3, 2025 at 07:54 PM PDT

Dear All,

I am providing a courtesy notice that uncontrolled sewer discharge coming from under a door on the west side of the building at 795 W. Garvey Ave. was discovered yesterday afternoon at about 3:30 p.m. (See attached photos.) This is a violation of the Monterey Park Municipal Code, State law, and an environmental hazard. City staff have yet to see any signs of construction crews or work on the Property, including yesterday or today, and there is still no indication that anyone associated with the Property has responded to this issue.

Further analysis of the sewer plans that were approved by the City in October 2024 specifically calls out the need to cap an existing abandoned sewer lateral on the Property and which was required to have been done under Plumbing Code § 722.1 when the old gas station was demolished in 2017. I have confirmed with the City Engineer that the location of the discharge is in the same general area as the abandoned lateral, making it the likely source. (See attached plans.) It is unknown the extent to which this discharge has occurred in the past.

Needless to say, the cause of the sewer discharge needs to be confirmed and remedied **immediately and without further delay**. If you could please keep me apprised of your progress on this. Also note below the requirements of MPMC § 14.04.027 in these types of situations. A formal response from the City will be issued on Monday.

Thank you for your prompt attention to this matter.

### **Plumbing Code 722.1 (per MPMC 16.09.010)**

722.1 Building (House) Sewer. An abandoned building (house) sewer, or part thereof, shall be plugged or capped in an approved manner within 5 feet (1524 mm) of the property line.

### **MPMC 14.04.027 (amending Los Angeles County Code Section 20.24.200)**

Section 20.24.200 of the county's sanitary sewers and industrial waste code is amended as follows:  
20.24.200 Notification of Uncontrolled Discharges Required.

(A) In the event of an uncontrolled discharge, the discharger or permittee shall immediately notify the County Director of Public Works and the City Engineer of the incident by telephone. The notification shall include location of discharge, type of material, concentration and volume, and correction actions taken.

(B) Within 10 days after the uncontrolled discharge, the discharger or permittee shall submit to the County Director of Public Works and the City Engineer a detailed written report describing the cause of the discharge, corrective action taken and measures to be taken to prevent future occurrences. Such notification shall not relieve the discharger or permittee of liability or fines incurred as a result of the uncontrolled discharge.

**Timothy E. Campen | Partner**

**Burke, Williams & Sorensen, LLP**

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

☎ 619.814.5810 | ☎ 619.814.5800 | ☎ 619.814.6799 | ☎ 619.861.7707

[tcampen@bws-law.com](mailto:tcampen@bws-law.com) | [vCard](#) | [Bio](#) | [bws-law.com](#)




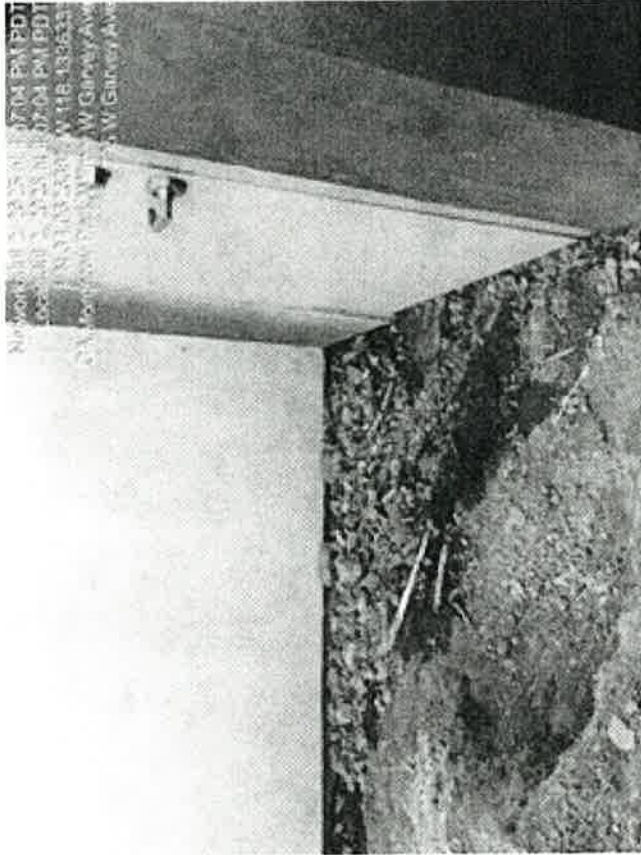
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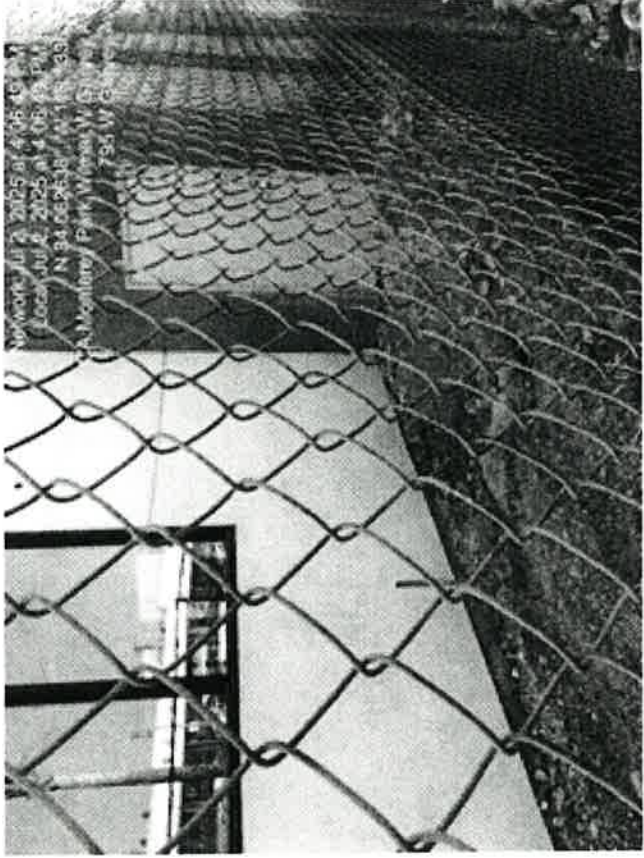
The information contained in this e-mail message is intended only for the CONFIDENTIAL use of the designated addressee named above. The information transmitted is subject to the attorney-client privilege and/or represents confidential attorney work product. Recipients should not file copies of this email 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.

 795 W GARVEY (1).jpg  
22.1 kB

 795 W GARVEY (2).jpg  
33.9 kB

 795 Garvey Public Improvement Plan (Approved 10-21-24) (sewer highlighted).pdf  
2 MB





Copyright © 2025 at 10:08 PM  
Localized: 2025 at 10:08 PM  
NY 34 06 25 18 AM 18 30  
Military Park, Newark, NJ  
734 W. G.

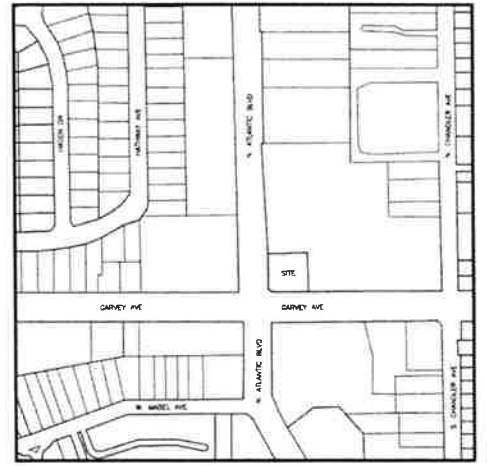
GRADING NOTES

- ALL WORK DONE IN ACCORDANCE WITH THESE PLANS, THE CITY OF MONTEREY PARK STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION, SHALL APPLY TO ALL WORKS HEREON. THE CITY ENGINEER'S APPROVAL OF THESE PLANS DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF LOCATION OF THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT THE UTILITY LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- ALL PIPELINES OR SUBSTRUCTURES OF ANY KIND, TELEPHONE OR POWER POLES, WATER METERS, VALVES, FIRE HYDRANTS, ETC. SHOWN OR NOT SHOWN ON THESE PLANS WITHIN THE RIGHT-OF-WAY LIMITS OR IN ADJACENT AREAS WHERE IMPROVEMENT WORK IS TO BE DONE, SHALL BE REMOVED, RELOCATED OR PROTECTED IN PLACE AS REQUIRED AT NO ADDITIONAL COST TO THE CITY OF MONTEREY PARK.
- ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
- WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY SO AS TO PROMOTE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM THE CONTRACTOR'S OPERATIONS.
- THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR 24 HOURS PRIOR TO ANY INSPECTION AT (626) 307-1320.
- THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES PRIOR TO COMMENCING WORK, AND COORDINATE FOR THE ADJUSTMENT OF ANY VALVE OR METER COVERS AT THE START OF PROJECT:  
 CITY OF MONTEREY PARK, WATER DIVISION (838) 337-1295  
 AT&T TELEPHONE COMPANY (800) 288-2020  
 SOUTHERN CALIFORNIA EDISON COMPANY (909) 592-3737  
 SOUTHERN CALIFORNIA GAS COMPANY (800) 427-2000  
 UNDERGROUND SERVICE ALERT (811)
- ASPHALT CONCRETE AND PORTLAND CEMENT REMOVALS AND/OR JOBS SHALL BE CONSTRUCTED TO CLEAN STRAIGHT LINES BY SAW CUTTING TO A MINIMUM DEPTH OF 2 INCHES.
- PRIOR TO INSTALLATION OF ANY PAVING, A MATERIAL REPORT SHALL BE SUBMITTED TO THE CITY ENGINEER LISTING ALL TESTS OR DETERMINATIONS COMPLETED TO VERIFY SIEVE ANALYSIS AND SAND EQUIVALENT OF AGGREGATE BASE.
- AT THE COMPLETION OF PAVING, A MATERIAL REPORT SHALL BE SUBMITTED TO THE CITY ENGINEER LISTING ALL TESTS OR DETERMINATIONS COMPLETED TO VERIFY STABILITY, OR CONTENT AND GRADATION OF ASPHALT PAVING.
- CITY APPROVAL OF PLANS DOES NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THESE RECORDS. APPROVAL OF THIS PLAN BY THE CITY OF MONTEREY PARK DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF LOCATION OF THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT THE UTILITY LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL VERIFY ALL ABANDONED SEWER AND STORM DRAIN MANHOLES. ALL ABANDONED MANHOLES SHALL BE SEALED IN PLACE AND COVERED WITH 2" AC OVERLAY AS CALLED FOR IN THE PAVING PLAN.

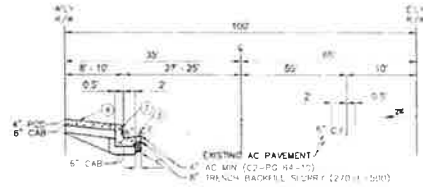
# CITY OF MONTEREY PARK PUBLIC IMPROVEMENT PLAN FOR LOT 285 OF RAMONA ACRES PLAT #2

INDEX TO PROJECT DRAWINGS

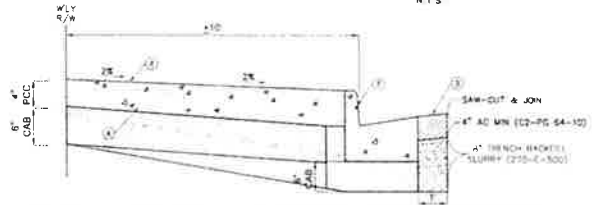
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1	TITLE SHEET
2	GARVEY AVENUE AND ATLANTIC AVENUE (FROM 175.35' N/O GARVEY AVENUE TO 163.21' E/O ATLANTIC AVENUE)
3	UTILITY PLAN
4	UTILITY PLAN (CONT.)



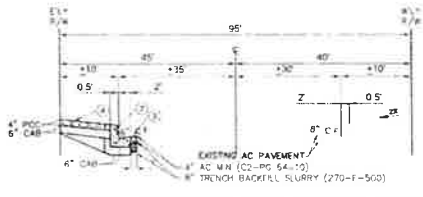
KEY MAP  
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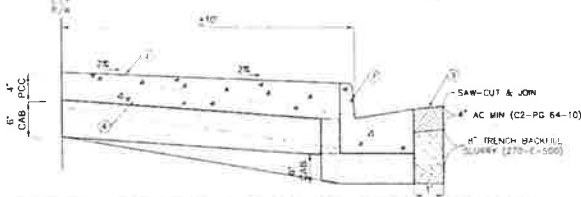
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SCALE: N.T.S.



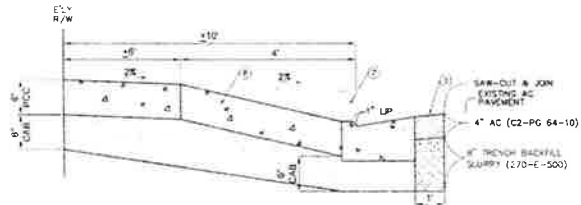
TYPICAL DRIVEWAY CLOSURE CROSS SECTION  
SCALE: N.T.S.



TYPICAL SECTION (ATLANTIC BLVD)  
SCALE: N.T.S.



TYPICAL DRIVEWAY CLOSURE CROSS SECTION  
SCALE: N.T.S.



TYPICAL DRIVEWAY CROSS SECTION  
SCALE: N.T.S.

**OWNER/CLIENT:**  
EDWARD CHAN  
728 CREST VISTA DR.  
MONTEREY PARK, CA 91754

**LEGAL DESCRIPTION:**  
A PORTION OF LOT 285 OF RAMONA ACRES PLAT NO. 2, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGES 134 TO 135, OF MAPS, IN THE COUNTY RECORDER OFFICE OF SAID COUNTY.  
APN: 9256-003-034

**BENCHMARK:**  
CITY BENCHMARK NO. C.B.M. NO. 31-17 GARVEY AVENUE AND ATLANTIC BLVD 142.8' E OF THE CURB OF ATLANTIC BLVD AND 1.6' S OF S. CURB OF GARVEY AVENUE IN A WELL PROTECTED BY A CAST IRON COVER MARKED COUNTY SURVEYOR MONUMENT A STANDARD COUNTY SURVEY MONUMENT "B.M. 31-17-1953 R.E. 83"  
ELEVATION: 579.715' ADJUSTED: 1982  
NOTE: ELEVATION SHOWN ON THIS PLAN WILL BE SUBTRACTED BY 3.43 FEET TO THE INFO SAID CITY'S BENCHMARK.

**CALLAND ENGINEERING, INC.**  
QUANTTECH CONSULTANTS  
576 E. LAMBERT ROAD, BREA, CA 92821  
TEL: (714) 671-1050 FAX: (714) 871-1090



*John A. Calland*

CITY OF MONTEREY PARK  
OFFICE OF THE CITY ENGINEER  
APPROVED BY Peter Stone  
City & Contract Project Manager  
DATE: 10/2/19

REV.	DATE	DESCRIPTION	BY
1			

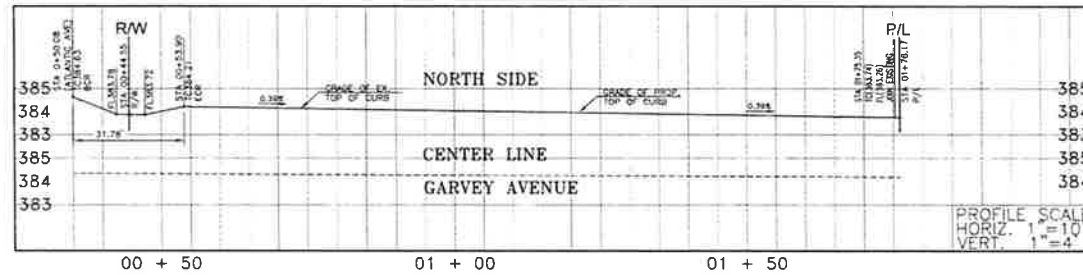
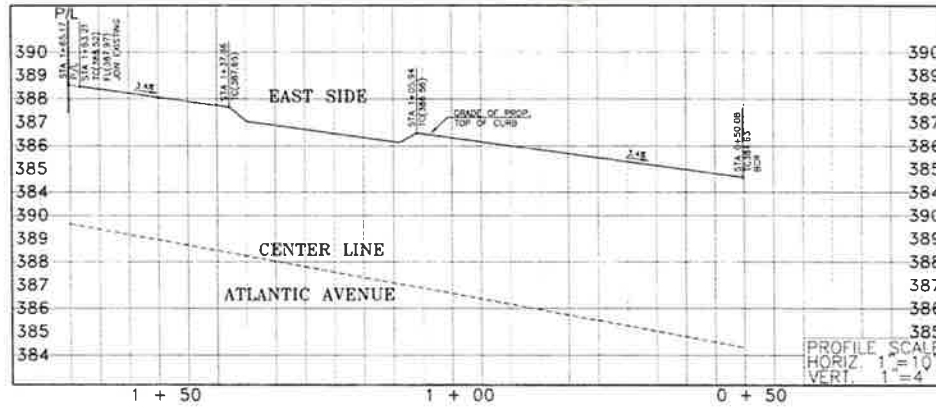
**CITY OF MONTEREY PARK, CALIFORNIA**

**PUBLIC IMPROVEMENT PLAN  
GARVEY AND ATLANTIC AVENUE  
795 GARVEY AVENUE  
MONTEREY PARK, CA 91754**

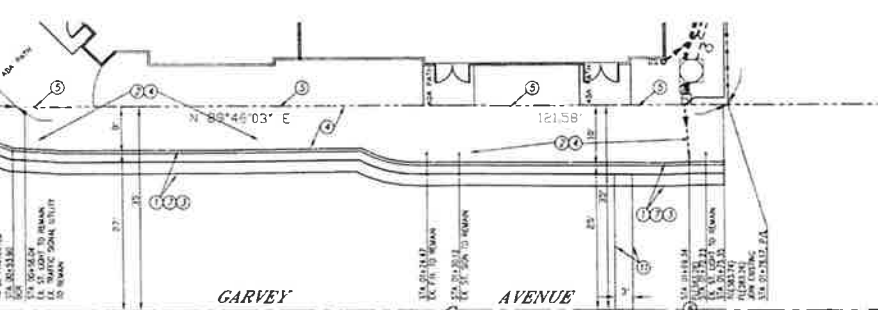
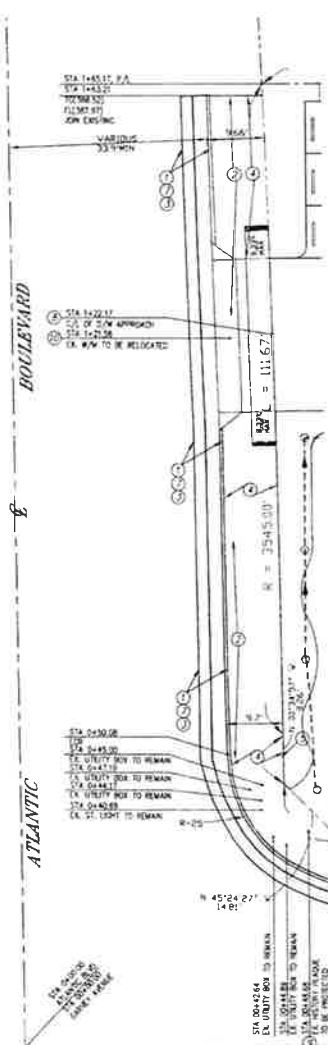
APPROVED ON \_\_\_\_\_ 20\_\_\_\_

FRANK A. LORILEY, P.E., PLS. BOARD  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

PW20-00493



- CONSTRUCTION NOTES**
- 1 REMOVE EXISTING PCC CURB & GUTTER
  - 2 REMOVE EXISTING PCC DRIVEWAY APPROACH
  - 3 SAWCUT & REMOVE EXISTING A.C. PAVEMENT, CONSTRUCT 4" A.C. PAVEMENT MIN. (C2-PC 62-10 EXISTING AC-1", WHICHEVER IS GREATER, ON 6" TRENCH BACKFILL SLURRY (270-E-500)
  - 4 REMOVE EXISTING AND CONSTRUCT 4" PCC SIDEWALK ON 6" CRUSHED AGGREGATE BASE
  - 5 REMOVE EXISTING FENCE / WALL
  - 6 CONSTRUCT PARKWAY DRAIN PER SPWC STD 151-2
  - 7 CONSTRUCT PCC CURB & GUTTER PER SPWC STD PLAN 120-2 A2-6(150)
  - 8 CONSTRUCT 6" THICK PCC DRIVEWAY APPROACH PER SPWC STD PLAN 110-2, TYPE B (W-26, 7'-3", 4'-4")
  - 9 THE PLANTS TO BE PROTECTED IN PLACE, SHALL BE REMOVED AND RETURNED TO THE BUILDING DEPARTMENT OF CITY OF MONTEREY PARK DURING CONSTRUCTION
  - 10 RELOCATE EXISTING WATER METER
  - 11 TRENCH REPAIR, PER SPWC STD 133-3



PW20-00493

CITY OF MONTEREY PARK  
 OFFICE OF THE CITY ENGINEER  
 APPROVED BY: Peter Sorensen  
 TITLE: Council Project Manager  
 DATE: 08/20/04

REV.	DATE	DESCRIPTION

CITY OF MONTEREY PARK, CALIF  
**STREET IMPROVEMENT PLAN**  
 GARVEY AND ATLANTIC AVE  
 795 GARVEY AVENUE  
 MONTEREY PARK, CA 9175

APPROVED ON: \_\_\_\_\_

FRANK A. COFFY, P.E., HIG. BOARD  
 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

**OWNER/CUENT:**  
 EDWARD CHAN  
 728 CREST VISTA DR,  
 MONTEREY PARK, CA 91754

**LEGAL DESCRIPTION:**  
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 ELEVATION: 379.715' ADJUSTED 1982  
 NOTE: ELEVATION SHOWN ON THIS PLAN WILL BE SUBTRACTED BY 4.42 FEET TO BE THE SAID CITY BENCHMARK.

**CALLAND ENGINEERING, INC.**  
 dba CHARTER CONSULTANTS  
 576 E. LAMBERT ROAD, BREA, CA 92821  
 TEL: (714) 671-1050 FAX: (714) 671-1090



*John A. Lee*

PUBLIC IMPROVEMENT PLANS

- STANDARD NOTES:**
- UNDER NORMAL CONDITIONS THIS WATER SYSTEM HAS THE CAPACITY TO PROVIDE A FIVE (5) MGAL OF 12.50 CPM FOR A 750' RESIDUAL AS REQUIRED BY THE FOLLOWING AND FIRE WAGON.
  - A FIRE HYDRANT SHALL BE STAMPAED AT 4' & 7'-2.12" HEAD CONFORMING TO ANAS STANDARD NO. CS01-75 SHALL BE INSTALLED AT EACH OF THE LOCATIONS SHOWN ON THE ENCLOSED PLAN.
  - PAINT FIRE HYDRANTS PER SECTION 4.2 OF THE UTILITY MANUAL.
  - SHUT-OFF VALVE FOR THE FIRE HYDRANT SHALL BE NORMALLY 10' TO 20' FROM THE FIRE HYDRANT.
  - MANHOLEDS SHALL BE INSTALLED AT FIRE HYDRANTS AND BLOW-OFFS NOT LOCATED BEHIND STAMPAED FACE CLASS.
  - CENTRELINE OF FIRE HYDRANT PIPES SHALL BE NORMALLY TWO FEET BEHIND CURB FACE EXCEPT WHERE 5'-FOOT-WIDE SIDEWALK IS ADJACENT TO CURB, IN WHICH CASE, THE PIPES SHALL BE AT SIX FEET MINIMUM BEHIND CURB FACE OR AS SHOWN ON THE PLAN.
  - THE CONTRACTOR IS TO NOTIFY THE LAND DEVELOPMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AT TELEPHONE NUMBER (800) 458-4443 UPON COMPLETION OF WORK ON THIS PROJECT PRIOR TO RELEASE OF ANY AGREEMENTS AND/OR BONDS. A LETTER FROM THE WATER PURVEYOR STATING THAT ALL WORK HAS BEEN COMPLETED IN ACCORDANCE WITH PLANS AND SPECIFICATIONS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS OFFICE WILL BE REQUIRED.
  - NUMBER A COPY OF THE SPECIFICATIONS COVERING ALL WORK SHOWN ON THE PLANS OR PLACE A NOTE ON THE PLANS INDICATING THAT ALL MATERIALS USED AND ALL WORK TO BE PERFORMED SHALL BE IN ACCORDANCE WITH THE LOS ANGELES COUNTY CODE, DIVISION 1, TITLE 20.
  - MANHOLE REQUIRED COVER IS 34" FOR 4" AND 4" WATER MAINLINE, 42" FOR 8" AND 10" WATER MAINLINE, 48" FOR 12" WATER MAINLINE, AND 24" FOR SEWER CONNECTION.
  - FOR LOCATION OF METER BOX WITH RESPECT TO ENTRANCE MAINLINES, OVERHEADS, AND PROPERTY LINES, FRONT EDGE OF METER BOX TO BE PLACED AGAINST FRONT OF CURB EXCEPT WHEN THERE IS A 5'-FEET SIDEWALK ADJACENT TO REAR OF CURB, THEN FRONT EDGE OF METER BOX TO BE PLACED AGAINST REAR OF THE 5'-FOOT SIDEWALK.
- NOTES:**
- ENDEAVOR TO MAINTAIN EXISTING UTILITIES AND OTHER UTILITIES MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE OR SHEET FROM SHALL BEA DRAINAGE, NATIONAL DRAINAGE COURSES OR BAYS.
  - STOPOPLES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
  - FUELS, OIL, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
  - EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON-SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
  - TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF BARRIERS AND DISPERSAL BY WIND.
  - SEDMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADS MUST BE STABILIZED SO AS TO PREVENT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE CLEANED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
  - ANY SURFACES WITH DISTURBED SOILS OR DENIED OF VEGETATION MUST BE STABILIZED SO AS TO PREVENT EROSION BY WIND AND WATER.

- THE FOLLOWING BMPs AS OUTLINED IN BUT NOT LIMITED TO THE CALIFORNIA STANDARD PRACTICES HANDBOOK, EDITION 2008, OR THE LATEST REVISED EDITION, MAY APPLY TO OUR THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DETERMINED APPROPRIATE BY THE BUILDING OFFICIAL)
- CONSTRUCTION BMPs:**
- EC1 - SCHEDULING
  - EC2 - PREVENTION OF EXISTING VEGETATION
  - EC3 - HYDRAULIC MAINT
  - EC4 - HOUSING/STORAGE
  - EC5 - SOIL EROSION
  - EC6 - STORM WATER
  - EC7 - DISTURBED AREAS & WAYS
  - EC8 - WOOD WASTES
  - EC9 - EARTH OILS AND DRUMS/DUMPS
  - EC10 - VEGETATION RESTORATION
  - EC11 - SOIL TRAPPING
  - EC12 - STORMWATER STABILIZATION
  - EC13 - POND/RESERVOIR
- TEMPORARY SEDIMENT CONTROL:**
- SE1 - SILT FENCE
  - SE2 - SEDIMENT BARRIERS
  - SE3 - SEDIMENT TRAP
  - SE4 - CHECK DAM
  - SE5 - FIBER ROLLS
  - SE6 - CRACK BAG BERM
  - SE7 - STREET SWEEPING & VACUUMING
  - SE8 - SANDING BARRIERS
  - SE9 - STRAW BALE BARRIER
  - SE10 - STORM DRAIN INLET PROTECTION
- WIND EROSION CONTROL:**
- WE1 - WIND EROSION CONTROL
- EQUIPMENT TRACKING CONTROL:**
- ET1 - STABILIZED CONSTRUCTION ENTRANCE MAT
  - ET2 - STABILIZED CONSTRUCTION ROADWAY
  - ET3 - ENTRANCE/OUTLET TIRE WASH

- WATER CONSERVATION PRACTICES:**
- WC1 - WATER CONSERVATION PRACTICES
  - WC2 - DEWATERING OPERATIONS
  - WC3 - PAVING AND GRADING OPERATIONS
  - WC4 - TEMPORARY STREAM CHANNELS
  - WC5 - CLEAR WATER COLLECTION
  - WC6 - SOIL EROSION
  - WC7 - DIRECT CONNECTION/STORAGE
  - WC8 - PORTABLE WATER COLLECTION
  - WC9 - VEHICLE AND EQUIPMENT CLEANING
  - WC10 - VEHICLE AND EQUIPMENT MAINTENANCE
  - WC11 - FUEL OILING OPERATIONS
  - WC12 - CONCRETE CURING
  - WC13 - CONCRETE FINISHING
  - WC14 - MATERIAL AND EQUIPMENT USE
  - WC15 - REMEDIATION ADAPTIVE TO WATER
  - WC16 - TEMPORARY BATH PLANTS
- WASTE MANAGEMENT & MATERIALS REDUCTION CONTROL:**
- WM1 - MATERIAL DELIVERY AND STORAGE
  - WM2 - MATERIAL USE
  - WM3 - STOCKPILE MANAGEMENT
  - WM4 - SPILL PREVENTION AND CONTROL
  - WM5 - SOILS WASTE MANAGEMENT
  - WM6 - HAZARDOUS WASTE MANAGEMENT
  - WM7 - CONTAMINATION SOIL MANAGEMENT
  - WM8 - CONCRETE WASTE MANAGEMENT
  - WM9 - SANITARY/SEPTIC WASTE MANAGEMENT
  - WM10 - LIQUID WASTE MANAGEMENT

- DEVELOPMENT/PLANNING/UTILITY PROJECT REQUIREMENTS:**
- DR1 - COVER JOINTS AND GATES BEHIND CURBS TO THE STREET OR STORM DRAIN SYSTEM MUST BE COVERED OR LABELED WITH THE TWO DIMENSIONS TO BECAUSE OF THE ELEVATION
  - DR2 - COVER JOINTS AND GATES BEHIND CURBS OR WITHIN STORM AREAS, OVERHEADS SHOULD OPENING TO CURB OR NEARLY NEARBY AREAS WHEREVER POSSIBLE
  - DR3 - COVER JOINTS AND GATES BEHIND CURBS OR WITHIN STORM AREAS SHOULD BE COVERED OR LABELED WITH THE TWO DIMENSIONS TO BECAUSE OF THE ELEVATION
  - DR4 - COVER JOINTS AND GATES BEHIND CURBS OR WITHIN STORM AREAS SHOULD BE COVERED OR LABELED WITH THE TWO DIMENSIONS TO BECAUSE OF THE ELEVATION
  - DR5 - COVER JOINTS AND GATES BEHIND CURBS OR WITHIN STORM AREAS SHOULD BE COVERED OR LABELED WITH THE TWO DIMENSIONS TO BECAUSE OF THE ELEVATION
  - DR6 - COVER JOINTS AND GATES BEHIND CURBS OR WITHIN STORM AREAS SHOULD BE COVERED OR LABELED WITH THE TWO DIMENSIONS TO BECAUSE OF THE ELEVATION
  - DR7 - COVER JOINTS AND GATES BEHIND CURBS OR WITHIN STORM AREAS SHOULD BE COVERED OR LABELED WITH THE TWO DIMENSIONS TO BECAUSE OF THE ELEVATION
  - DR8 - COVER JOINTS AND GATES BEHIND CURBS OR WITHIN STORM AREAS SHOULD BE COVERED OR LABELED WITH THE TWO DIMENSIONS TO BECAUSE OF THE ELEVATION
  - DR9 - COVER JOINTS AND GATES BEHIND CURBS OR WITHIN STORM AREAS SHOULD BE COVERED OR LABELED WITH THE TWO DIMENSIONS TO BECAUSE OF THE ELEVATION
  - DR10 - COVER JOINTS AND GATES BEHIND CURBS OR WITHIN STORM AREAS SHOULD BE COVERED OR LABELED WITH THE TWO DIMENSIONS TO BECAUSE OF THE ELEVATION

- CONSTRUCTION NOTES:**
- PROVIDE SURVEY STAKES ON THE PROPERTY LINE OR PROPERTY LINES PRODUCED AT RIGHT ANGLES TO THE CENTER LINE AT THE CENTRELINE OF EACH MANHOLE.
  - VITRIFIED CLAY PIPE JOINTS SHALL BE TYPE "D" OR "E" PER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SECTION 208-2.1.
  - IF A POWERPOLE IS WITHIN THREE FEET OF THE SEWER, THE SEWER SHALL BE ENCASED PER LACOP STANDARD PLAN 2023-2, CASE 3, TWO FEET ON EACH SIDE FROM THE POINT OF INTERFERENCE.
  - ALL JOINTS BETWEEN CAST IRON PIPE AND VITRIFIED CLAY SHALL BE MADE WITH A RUBBER SLEEVE JOINT, TYPE "D" (WITH RUBBER) IF NECESSARY PER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SECTION 208-2.1.
  - HOUSING LATERALS TO BE CONSTRUCTED WITH INVERTS AT THE PROPERTY LINE & FEET BELOW CURB GRADE EXCEPT AS NOTED.
  - PIPE ON THE BRANCHES MAY BE USED FOR CONNECTIONS TO THE MAINLINE SEWER EXCEPT AS NOTED.
  - IF DURING THE COURSE OF CONSTRUCTION IT IS DETERMINED THAT THERE IS LESS THAN FOUR FEET OF COVER OVER THE TOP OF A MAINLINE OR HOUSE LATERAL, V.C.P. COVER WHICH IS NOT INDICATED ON THE PLANS, THE PIPES SHALL BE ENCASED PER LACOP STANDARD PLAN 2023-2, CASE 4, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER FOR THE CITY OF TEMPE CITY.
  - ALL STRUCTURES SHALL BE EITHER BRICK SEWER MANHOLES PER LACOP STANDARD PLAN 5-2 (CONCRETE 200-2) OR PRECAST CONCRETE SEWER MANHOLES PER LACOP STANDARD PLAN 5-2A (SPRINK 200-2) OR REINFORCED PRECAST CONCRETE MANHOLE PER LACOP STANDARD PLAN 2000-2, EXCEPT AS NOTED.
  - RESURFACE ALL PAVED AREAS WITHIN PAVED AREAS TO MEET THE DEPARTMENT OF PUBLIC WORKS OR CALIFORNIA STATE HIGHWAY REQUIREMENTS IN ACCORDANCE WITH THE POINTS.
  - FULL COMPLIANCE WITH SECTION 208-2.3 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION WILL BE REQUIRED FOR INSTALL IN STREET CURB/STREET OF MANHOLE CONSTRUCTION AND SAID EQUIPMENTS BY A QUALIFIED CIVIL ENGINEER SHALL BE PROVIDED BY THE PERMITS PRIOR TO THE ISSUANCE OF A CERTIFICATE OF PARTIAL ACCEPTANCE.
  - ALL BENCH MARKS AND FULLY OUTSIDE OF THE STREET RIGHT OF WAY SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM SOIL COMPACTION TEST D 1557-78 METHOD "D" UNLESS OTHERWISE SPECIFIED. THIS SHALL BE CERTIFIED BY A QUALIFIED CIVIL ENGINEER. THIS CERTIFICATION SHALL BE SUBMITTED TO THE CONSTRUCTION DIVISION OF THE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE ACCEPTANCE OF THE WORK BY THE COUNTY.
  - MANHOLE TOPS IN UNPAVED RIGHTS OF WAY TO BE 50 INCHES ABOVE FINISHED GRADE.
  - SEWERS TO BE TESTED FOR LEAKAGE PER SECTION 208-1.4 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND "TYPICAL" PROVISIONS FOR THE CONSTRUCTION OF SANITARY SEWER IF APPLICABLE.
  - MANHOLE TOPS IN IMPAVED RIGHTS OF WAY TO BE LEVEL WITH FINISHED GRADE.
  - ALL PIPE AND/OR HOUSE LATERALS ARE TO BE LOCATED AT LEAST 5' AWAY AND WHICH PROVISIONS NOT CLOSER THAN 4' TO ANY MANHOLE.
  - ALL PIPE MATERIALS SHALL BE VITRIFIED CLAY PIPE OR DUCTILE IRON PIPE OR OTHER APPROVED MATERIALS BY THE COUNTY OF LOS ANGELES PUBLIC WORKS DEPARTMENT.

**PRIVATE ENGINEERS NOTICE TO CONTRACTORS:**

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS IS BASED ON A SEARCH OF AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THIS MAP. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT SHOWN OR NOT SHOWN ON THIS DRAWING PRIOR TO EXCAVATION. THE CONTRACTOR SHALL CALL TOLL FREE 811 TO VERIFY THE UNDERGROUND LOCATION OF UTILITY LINES.

*J. Alan L. Lee* 40970 10.11.2024  
PROJECT ENGINEER PCE NO. DATE

**OWNER/CLIENT:**  
EDWARD CHAN  
729 CREST VISTA DR.  
MONTEREY PARK, CA 91754

**LEGAL DESCRIPTION:**  
A PORTION OF LOT 265 OF RAMONA ACRES PLAT NO. 2, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18, PAGES 134 TO 135, OF MAPS, IN THE COUNTY RECORDER OFFICE OF SAID COUNTY.  
APN: 5256-003-034

**BENCHMARK:**  
CITY BENCHMARK NO. C.B.M. NO. 31-17  
GARVEY AVENUE AND ATLANTIC BLVD 142.81 E OF THE CURB OF ATLANTIC BLVD AND 1.07 S. OF S. CURB OF GARVEY AVENUE IN A WELL PROTECTED BY A CAST IRON COVER MARKED COUNTY SURVEY MONUMENT A STANDARD COUNTY SURVEY MONUMENT "B.M. 31-17-1953 R.E. 63"  
ELEVATION: 379.715 ADJUSTED: 1982  
NOTE: ELEVATION SHOWN ON THIS PLAN SHALL BE SUBTRACTED BY 2.63 FEET TO THE 1985 BENCHMARK.

**CALLAND ENGINEERING, INC.**  
AND QUANTECH CONSULTANTS

576 E. LAMBERT ROAD, BREA, CA 92801  
TEL: (714) 671-1050 FAX: (714) 671-1090

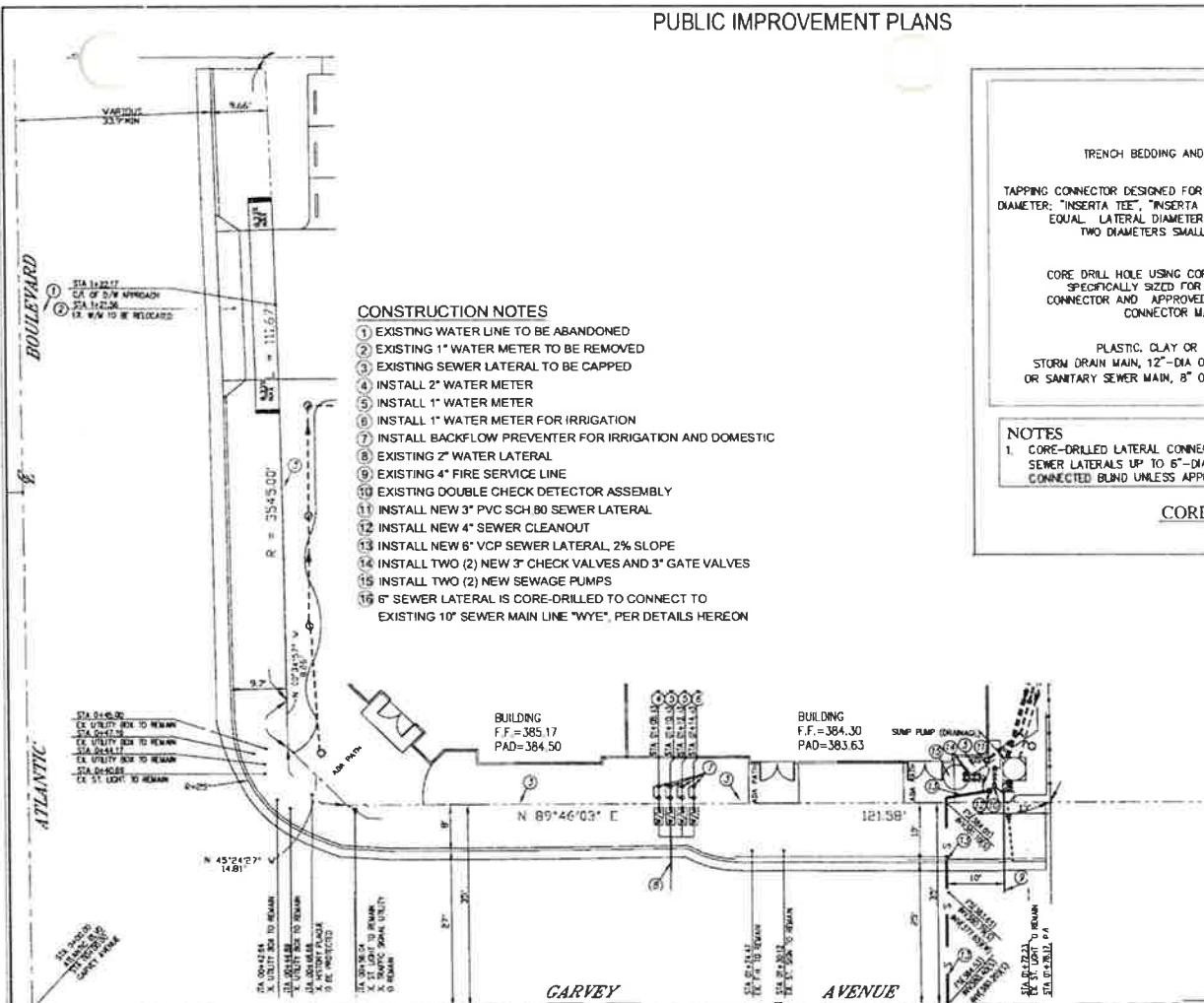
PW20-00493



CITY OF MONTEREY PARK  
OFFICE OF THE CITY ENGINEER  
APPROVED BY THE ENGINEER  
TITLE: General Project Manager  
DATE: 10/11/2024

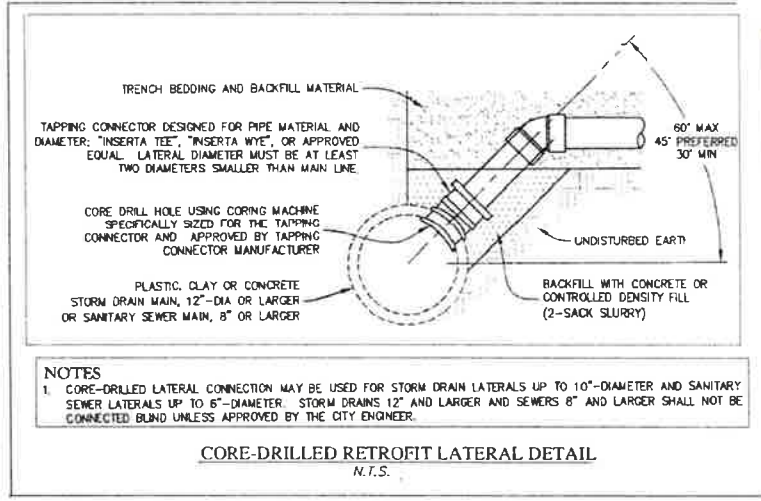
REV.	DATE	DESCRIPTION
CITY OF MONTEREY PARK, CALIFORNIA		
UTILITY PLAN GARVEY AND ATLANTIC AVE 795 GARVEY AVENUE MONTEREY PARK, CA 91754		
APPROVED BY:	DATE:	
FRANK A. LOPEZ, BY: SEE SEALS DIRECTOR OF PUBLIC WORKS/CITY ENGINEER		

PUBLIC IMPROVEMENT PLANS



**CONSTRUCTION NOTES**

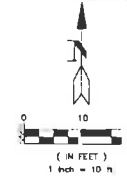
- 1 EXISTING WATER LINE TO BE ABANDONED
- 2 EXISTING 1" WATER METER TO BE REMOVED
- 3 EXISTING SEWER LATERAL TO BE CAPPED
- 4 INSTALL 2" WATER METER
- 5 INSTALL 1" WATER METER
- 6 INSTALL 1" WATER METER FOR IRRIGATION
- 7 INSTALL BACKFLOW PREVENTER FOR IRRIGATION AND DOMESTIC
- 8 EXISTING 2" WATER LATERAL
- 9 EXISTING 4" FIRE SERVICE LINE
- 10 EXISTING DOUBLE CHECK DETECTOR ASSEMBLY
- 11 INSTALL NEW 3" PVC SCH 80 SEWER LATERAL
- 12 INSTALL NEW 4" SEWER CLEANOUT
- 13 INSTALL NEW 6" VCP SEWER LATERAL, 2% SLOPE
- 14 INSTALL TWO (2) NEW 3" CHECK VALVES AND 3" GATE VALVES
- 15 INSTALL TWO (2) NEW SEWAGE PUMPS
- 16 6" SEWER LATERAL IS CORE-DRILLED TO CONNECT TO EXISTING 10" SEWER MAIN LINE "WYE", PER DETAILS HEREON



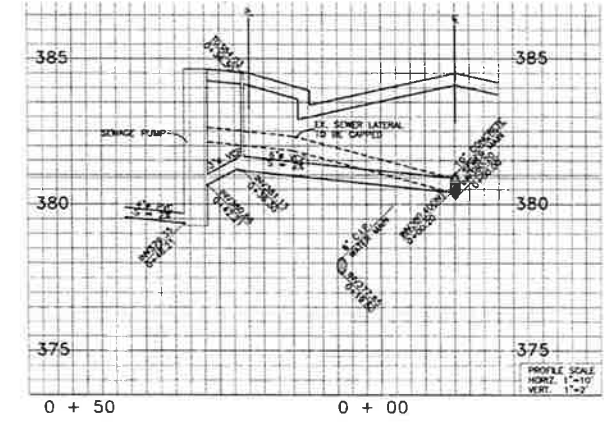
**NOTES**

- 1 CORE-DRILLED LATERAL CONNECTION MAY BE USED FOR STORM DRAIN LATERALS UP TO 10"-DIAMETER AND SANITARY SEWER LATERALS UP TO 6"-DIAMETER. STORM DRAINS 12" AND LARGER AND SEWERS 8" AND LARGER SHALL NOT BE CONNECTED BLIND UNLESS APPROVED BY THE CITY ENGINEER.

**CORE-DRILLED RETROFIT LATERAL DETAIL**  
N.T.S.



- LEGEND:**
- (527.63) EXISTING ELEVATION
  - 520.00 PROPOSED ELEVATION
  - (-530-) EXISTING COUNTOUR
  - DRAINAGE PATTERN
  - PROPOSED STRUCTURE
  - PROPOSED 6" BLOCK SIDE WALK
  - LIGHT
  - CENTER LINE
  - PROPERTY LINE
  - CONSTRUCTION NOT SANDBAG LINE
  - LIMIT OF GRADING LANDSCAPE AREA
  - TC TOP OF CURB
  - FL FLOW LINE
  - FG FINISH GRADE
  - FS FINISH SURFACE
  - FF FLOOR FINISH
  - HP HIGH POINT
  - PP POWER POLE
  - DW DRIVEWAY
  - WM WATER METER
  - INV INVERT ELEVATION
  - TC TOP OF GRADE



<b>OWNER/CLIENT:</b> EDWARD CHAN 728 CREST VISTA DR., MONTEREY PARK, CA 91754	<b>LEGAL DESCRIPTION:</b> A PORTION OF LOT 285 OF RAMONA ACRES PLAT NO.2, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGES 134 TO 135, OF MAPS IN THE COUNTY RECORDER OFFICE OF SAID COUNTY.  APN: 5256-003-034
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<b>BENCHMARK:</b> CITY BENCHMARK NO. C.B.M. NO. 51-17 GARVEY AVENUE AND ATLANTIC BLVD 142.8' E OF THE CURB OF ATLANTIC BLVD AND 1.81' S. OF E. CURB OF GARVEY AVENUE IN A WELL PROTECTED BY A CAST IRON COVER MARKED COUNTY SUPERVISOR MONUMENT, A STANDARD COUNTY SURVEY MONUMENT T.M. 51-17-1053 R.E. 63" ELEVATION: 379.713' ADJUSTED: 1962 NOTE: ELEVATION SHOWN ON THIS PLAN WILL BE SUBTRACTED BY 2.45 FEET TO THE 1985 SAN JOAQUIN BENCHMARK.
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**CALLAND ENGINEERING, INC.**  
dba QUARTECH CONSULTANTS

576 E. LAMBERT ROAD, BREA, CA 92821  
TEL: (714) 671-1050 FAX: (714) 671-1090

PW20-00493



*John Wilson*

REV	DATE	DESCRIPTION	BY
CITY OF MONTEREY PARK, CALIFO			
UTILITY PLAN GARVEY AND ATLANTIC AVE 795 GARVEY AVENUE MONTEREY PARK, CA 917			
DESIGN	J.L.T.		
DRAWN			
CHECKED			
SCALE	1"=10'		
DATE			
APPROVED ON _____ 20__			
FRANK A. LORRY, P.E. (SCE 8049) DIRECTOR OF PUBLIC WORKS/CITY ENGINEER			

**EXHIBIT B**

**EXHIBIT B**

RE: Emergency Action Required at 795 W. Garvey Ave.

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

To: akrastinslaw@aol.com

Cc: acohen@cjbllp.com; tstephen@cjbllp.com; bjbickelfh@aol.com; mahensley@bwslaw.com

Date: Thursday, July 3, 2025 at 08:44 PM PDT

I am not aware that any owners of the Property have been contacted directly by City staff regarding this issue. This is a late breaking development just before the July 4<sup>th</sup> holiday and it took a little time to confirm what the discharge was (and its likely cause), hence this courtesy notice now and a formal response on Monday.

I look forward to updates on this issue being addressed.

Sincerely,

**Timothy E. Campen | Partner**

**Burke, Williams & Sorensen, LLP**

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

☎ 619.814.5810 | 📠 619.814.5800 | 📠 619.814.6799 | 📠 619.861.7707

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



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

**Sent:** Thursday, July 3, 2025 8:32 PM

**To:** Campen, Timothy E. <TCampen@bwslaw.com>

**Subject:** Re: Emergency Action Required at 795 W. Garvey Ave.

[EXTERNAL]

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Dear Mr. Campen: Thank you for your email. Has the City alerted the Chans directly? I have, of course, forwarded this information to my clients and I am sure the matter will be promptly and fully resolved, Have a good Fourth of July holiday.

Very truly yours,  
Andrew O. Krastins

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**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](mailto:Akrastinslaw@aol.com) by reply e-mail. Please also permanently delete all copies of the original e-mail as well as any attachments.**

On Thursday, July 3, 2025 at 07:55:00 PM PDT, Campen, Timothy E. <[tcampen@bwslaw.com](mailto:tcampen@bwslaw.com)> wrote:

Dear All,

I am providing a courtesy notice that uncontrolled sewer discharge coming from under a door on the west side of the building at 795 W. Garvey Ave. was discovered yesterday afternoon at about 3:30 p.m. (See attached photos.) This is a violation of the Monterey Park Municipal Code, State law, and an environmental hazard. City staff have yet to see any signs of construction crews or work on the Property, including yesterday or today, and there is still no indication that anyone associated with the Property has responded to this issue.

Further analysis of the sewer plans that were approved by the City in October 2024 specifically calls out the need to cap an existing abandoned sewer lateral on the Property and which was required to have been done under Plumbing Code § 722.1 when the old gas station was demolished in 2017. I have confirmed with the City Engineer that the location of the discharge is in the same general area as the abandoned lateral, making it the likely source. (See attached plans.) It is unknown the extent to which this discharge has occurred in the past.

Needless to say, the cause of the sewer discharge needs to be confirmed and remedied **immediately and without further delay**. If you could please keep me apprised of your progress on this. Also note below the requirements of MPMC § 14.04.027 in these types of situations. A formal response from the City will be issued on Monday.

Thank you for your prompt attention to this matter.

**Plumbing Code 722.1 (per MPMC 16.09.010)**

722.1 Building (House) Sewer. An abandoned building (house) sewer, or part thereof, shall be plugged or capped in an approved manner within 5 feet (1524 mm) of the property line.

**MPMC 14.04.027 (amending Los Angeles County Code Section 20.24.200)**

Section 20.24.200 of the county's sanitary sewers and industrial waste code is amended as follows:

**20.24.200 Notification of Uncontrolled Discharges Required.**

(A) In the event of an uncontrolled discharge, the discharger or permittee shall immediately notify the County Director of Public Works and the City Engineer of the incident by telephone. The notification shall include location of discharge, type of material, concentration and volume, and correction actions taken.

(B) Within 10 days after the uncontrolled discharge, the discharger or permittee shall submit to the County Director of Public Works and the City Engineer a detailed written report describing the cause of the discharge, corrective action taken and measures to be taken to prevent future occurrences. Such notification shall not relieve the discharger or permittee of liability or fines incurred as a result of the uncontrolled discharge.

**Timothy E. Campen | Partner**

**Burke, Williams & Sorensen, LLP**

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

D 619.814.5810 | O 619.814.5800 | F 619.814.6799 | M 619.861.7707

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



BURKE, WILLIAMS & SORENSEN, LLP

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**EXHIBIT C**

**EXHIBIT C**

Dear Engineering, Public Works and other staff:

Last night (July 3 at around 8:30 p.m.), I learned indirectly that the City found what they called an "uncontrolled sewer discharge" at our 795 W. Garvey property. Nobody from the City contacted either me or my brother Howard directly about this. It looks like there was a backflow of water out of the abandoned sewer lateral. None of this could have come from our property because no plumbing has been installed yet and there is no flowing water.

Early this morning I went to our property and looked everything over. I saw some deposits of sand and debris and a small puddle in the hole we dug for the pipes. Nothing was flowing and none of the water or deposits left our property. I attached some photos. This hasn't happened before. A couple of days ago, either Tuesday or Wednesday, Howard observed a hydro cleaning truck doing high pressure blast cleaning of the sewer system right by Atlantic and Garvey. This looks like it is related to the ongoing City plumbing project along Atlantic. I think the puddle and debris came from that.

When we went to the site early this morning to cap the sewer lateral, we found that our cap was too small for the pipe. I went to Home Depot where they told me they don't stock that size of pipe supplies in the store. Because of the Fourth of July holiday today, the other supply places are closed. We will try all of the supply places tomorrow and cap the pipe as soon as we can buy the cap. I just ordered a cap online as a precaution and expect to get it on Sunday.

Sincerely

Edward Chan

**EXHIBIT D**

**EXHIBIT D**

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

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

Date: Sat, Jul 5, 2025 at 11:41 AM

Subject: Re: 795 Garvey Emergency Action

To: Tran, Nam <[ntran@montereypark.ca.gov](mailto:ntran@montereypark.ca.gov)>, Shiau, Peter <[PSHIAU@montereypark.ca.gov](mailto:PSHIAU@montereypark.ca.gov)>, Mazboudi, Ziad <[zmazboudi@montereypark.ca.gov](mailto:zmazboudi@montereypark.ca.gov)>

Hello,

As noted yesterday we had difficulty obtaining a cap to place on the pipe to prevent a backflow due to the July 4th holiday. We have found a store open this morning that has the size of a cap that we can use to cover the pipe. Attached is a picture of the pipe with the cap to prevent the problem that occurred from the hydro cleaning of the pipes. If you should have any question please let me know.

Sincerely,

Ed Chan

7/23/2025, 2:31 PM



**EXHIBIT E**

**EXHIBIT E**

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

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

Date: Sun, Jul 6, 2025, 12:33 PM

Subject: 795 Garvey, hydro cleaning schedule

To: Shiau, Peter <PSHIAU@montereypark.ca.gov>, Tran, Nam <ntran@montereypark.ca.gov>, Mazboudi, Ziad <zmazboudi@montereypark.ca.gov>

Hi Public Works

On July 3rd in the evening I was notified of what was called an "emergency sewage discharge" by my attorney. No one from public works or engineering contact I or my brother via email or phone about this. As noted in a previous email to Public Works we couldn't have discharge sewage as the building does not have running water or sewage. We inspected the site on the 4th and noticed there may have been backflow from the lateral pipe into the hole we dug to work on the plumbing. We did not notice any current flow out of the lateral. We remember earlier on Tuesday or Wednesday we seen hydro cleaning trucks doing pipe cleaning near our site. We suspect that some of the water backflow may have come from the high pressure cleaning. We have put a cap on the pipe as described in an earlier email.

What we would like to know if we can get a schedule of the cleaning planned for this month so we can monitor the lateral pipe if this problem occurs again. Please let us know or feel free to contact me if you have questions.

Sincerely

Eddie Chan

**EXHIBIT F**

**EXHIBIT F**

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

From: **Eddie Chan** <edchan930@gmail.com>  
Date: Tue, Jul 8, 2025 at 9:37 AM  
Subject: Fwd: 795 Garvey Emergency Action  
To: <lrodriguez@montereypark.ca.gov>

Hi Liz,,

I am forwarding you these emails sent to Public works officials over the weekend. As described in the email I was not notified about this until close to 8PM Thursday July 3rd. What I do find troubling about the notification is that it was sent to my attorney from the city attorney. In reading the city attorney letter I realized he states that there was an uncontrolled sewage spill that was deemed an "emergency" on Wednesday July 2nd around 3:30pm . Owning various properties for many years whenever we had a problem with sewage spill, usually fire department or other officials would reach out to the owners to get an emergency repair to prevent the environmental hazard that the city attorney claims. In addition I also visited the property on July 3rd in the afternoon to buy some food and did not notice any water running down the sidewalk. Also further the city attorney sent blueprint plans and described that there may be an abandoned lateral pipe that is leaking. First, I would like you to know we never had this problem before. In addition we did witness hydro pressure sewer cleaning trucks in the area on Wednesday which is probably the source of the water. These facts would indicate that this was an isolated issue caused by the pressure cleaning and that no emergency environmental hazard exists. In the pictures above there was no water flowing from the pipe and that it couldn't have been caused by our property as we currently don't have flowing water into the building. Also if the city attorney sent blueprints he must have received it from public works and that would mean that this was discussed with multiple departments. This fact would mean that this could have easily been notified about this as many of the city officials have my email address and probably my phone number too. I know this as I have received emails from these officials. I know for sure many officials have Howard's phone number too. We have taken steps to prevent another backflow if there was another pressure cleaning as shown in the emails sent to public works. I find it troubling that a simple issue raised to the level that incurred legal cost to both the city and I.

Sincerely,  
Ed Chan

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

From: **Eddie Chan** <edchan930@gmail.com>  
Date: Sat, Jul 5, 2025 at 11:41 AM  
Subject: Re: 795 Garvey Emergency Action  
To: Tran, Nam <ntran@montereypark.ca.gov>, Shiau, Peter <PSHIAU@montereypark.ca.gov>, Mazboudi, Ziad <zmazboudi@montereypark.ca.gov>

Hello,

As noted yesterday we had difficulty obtaining a cap to place on the pipe to prevent a backflow due to the July 4th holiday. We have found a store open this morning that has the size of a cap that we can use to cover the pipe. Attached is a picture of the pipe with the cap to prevent the problem that occurred from the hydro cleaning of the pipes. If you should have any question please let me know.

Sincerely,  
Ed Chan



**EXHIBIT G**

**EXHIBIT G**

# CITY OF MONTEREY PARK

320 WEST NEWMARK AVENUE · MONTEREY PARK · California 91754-2896  
[www.montereyparkca.gov](http://www.montereyparkca.gov)



## NOTICE OF ADMINISTRATIVE CITATION

CHAN RAYMOND AND CINDY TRUST ET AL CHAN  
FAMILY TRUST  
PO BOX 861056  
LOS ANGELES, CA 90086

RE: 795 W GARVEY AVE  
APN: 5256-003-034  
Case No: CE-23-0117  
Citation No: 25-0075

Date: July 9, 2025

To CHAN RAYMOND AND CINDY TRUST ET AL CHAN FAMILY TRUST,

An inspection of the subject property was performed by a Code Enforcement Officer and revealed conditions that are in violation of the Monterey Park Municipal Code (MPMC) On 07/02/2025.

Please note that the violation(s) must be corrected by 07/23/2025 and the fee should be paid no later than August 9, 2025

The violation(s) listed below have not been corrected or resolved.

First Citation [X] \$100.00 [ ] \$200.00 [ ] \$500.00

**Violation #1:** MPMC 4.30.050 Public Nuisances—Designated - It is unlawful and it is declared to be a public nuisance for any person owning, leasing, occupying, or having charge or possession of any residential, agricultural, commercial, industrial, business park, office, educational, religious, vacant, or other premises within the city, to maintain such premises in such a manner that any of the following conditions are found to exist thereon:

- (a) A violation of any regulations adopted by reference by the Monterey Park Municipal Code;
- (4) Creates a danger or attractive nuisance to the public,
- (5) Causes detriment to neighboring properties or property values

(c) Any building or structure which is partially destroyed, damaged, abandoned, boarded up, dilapidated, or permitted to remain in a state of partial construction;

**Corrective Action:** Complete all construction work per building, engineering and planning approved plans.

Citation for violation #1 [X] \$100.00

**Violation #2:** MPMC 6.30.030 Illicit Discharges and Connections - The following activities are unlawful:

(a) To allow, contribute to, or otherwise assist in discharge of non-stormwater runoff from private or public property to or through the MS4 unless such discharge complies with the municipal NPDES permit or is authorized by a separate NPDES permit or fully complies with a SWPPP. Examples include, without limitation:

(13) Throwing, depositing, placing, leaving, maintaining, or permitting to be thrown, deposited, or placed, any refuse, rubbish, garbage, or any other discarded or abandoned objects, articles or accumulations, in

or upon any street, alley, sidewalk, storm drain, inlet, catch basin conduit or drainage structure, or upon any public or private plot of land in the city, so that the same might become a pollutant, except in containers, recycling bags, or other lawfully established waste disposal facilities.

(b) To spill, dump, dispose or place any material other than stormwater runoff into the MS4.

(c) To allow outdoor storage of unsealed containers of building materials such as dirt, wood and wood products, mineral aggregates, liquids, and other building materials containing hazardous materials in areas susceptible to runoff.

(d) To construct or use an illicit connection whether the connection is used intentionally or unintentionally. In addition to any other civil or criminal penalty, illicit connections must be removed at the expense of the user.

(e) To place objects such as vehicle parts containing grease, oil or other hazardous substances, and unsealed receptacles containing hazardous materials in areas susceptible to runoff. (Ord. 2100 § 2, 2013)

**Corrective Action:** Discontinue any illicit discharges from occurring at the property.

Citation for violation #2 [X] \$100.00

**Violation #3:** CA Health & Safety Code 17920.3(e) Inadequate Plumbing - All plumbing, except plumbing that conformed with all applicable laws in effect at the time of installation and has been maintained in good condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working property, and that is free of cross connections and siphonage between fixtures.

**Corrective Action:** Repair inadequate, damaged or unsafe plumbing. If sewer lateral has been capped contact the building inspector to verify that the cap that is being used for the lateral is in compliance with the building code.

Citation for violation #3 [X] \$100.00

Citation Total : \$300

I acknowledge receipt of this Notice (Citation No: 25-0075) Dated: July 9, 2025

**X Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 9, 2025



\_\_\_\_\_  
Signature of Issuing Officer

Lizbeth Rodriguez

\_\_\_\_\_  
Printed Name of Issuing Officer

**Photographs**



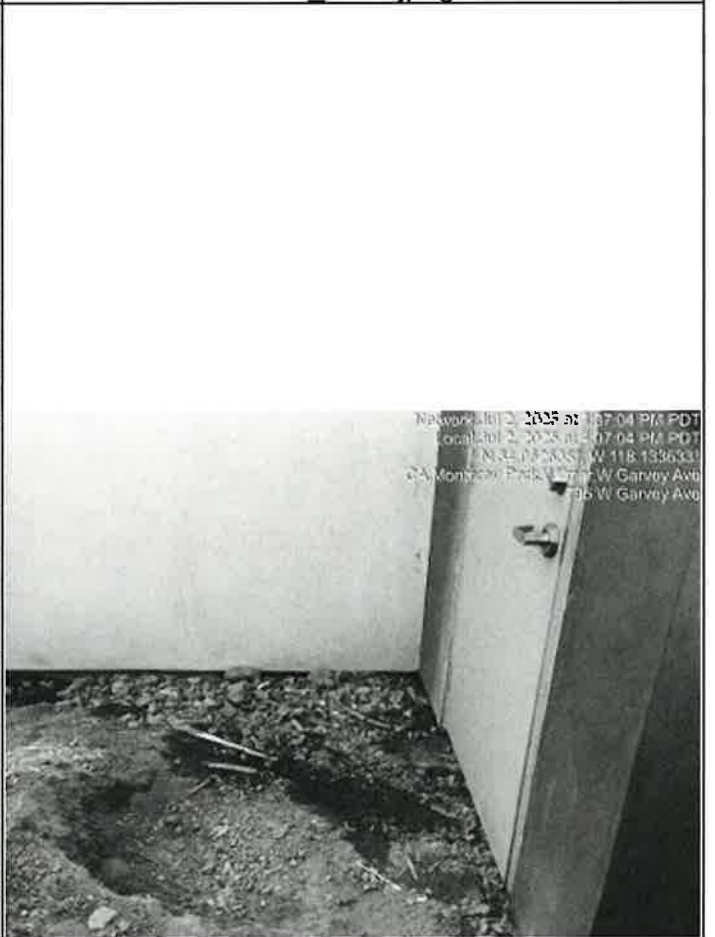
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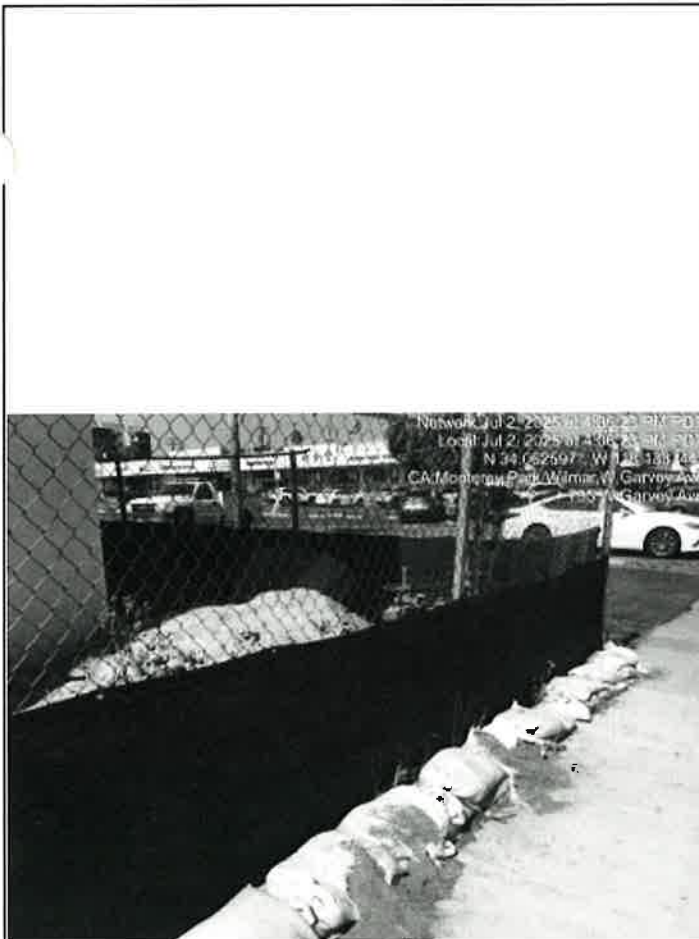
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IMG\_9086.jpeg



IMG\_9077.jpeg



IMG\_9073.jpeg



IMG\_9063.jpeg

## **IMPORTANT-READ CAREFULLY**

**Administrative Citation:** The City of Monterey Park Code provides for the issuance of administrative citations for City of Monterey Park.

**Payment:** Payment must be made in full within 30 calendar days of the issuance of the citation. Payment may be made online at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or mailed to the address below. Do not send cash. Make checks payable to the City of Monterey Park. Please indicate the citation number on your check and enclose a copy of the citation. Mail payment and citation to the following address:

City of Monterey Park  
C/O Citation Processing Center  
P.O. Box 7275  
Newport Beach, CA 92658-7275

### **THERE WILL BE A \$25.00 SERVICE CHARGE FOR ALL RETURNED CHECKS**

**Order to Abate Violations:** The Responsible Party is hereby ordered to abate violation(s) listed above. Violation(s) must be abated immediately unless a specific correction date has been provided.

**Consequences of Failure to Pay the Administrative Penalty:** If payment is not received within 30 calendar days of the issuance of the citation, an additional late fee will be added to the amount due.

**Right of Appeal** A Responsible Party issued an administrative citation may appeal the citation by filing an appeal within 15 calendar days of the issuance of the citation. To file an appeal, a Notice of Appeal and full payment must be entered at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or mailed to the address above within 15 calendar days of the issuance of the citation. The Notice of Appeal must include the reasons for the appeal. Except as provided below, the failure to deposit the total amount of the citation penalty shall render the appeal incomplete. The Responsible Party shall then be responsible for the total amount of the penalty. A notice of hearing date will be issued upon processing of a completed appeal request.

**Consequences of Failure to Pay the Penalty Amount and Correct Violations:** The failure of any person to pay the penalty assessed by the administrative citation within the time specified on the citation or on the invoice from the City or its designated collection/processing agent may result in notification of the State Franchise Tax Board, or any agency pursuing legal remedies to collect the unpaid penalties. Payment of the citation does not relieve the responsibility to correct the violation(s) and shall not bar further enforcement action by the City.

If you need further clarification about paying your fine, please call (626) 307-1340 for the Management Services Department.

**EXHIBIT H**

**EXHIBIT H**



Genie GTH-5519

Genie

19550

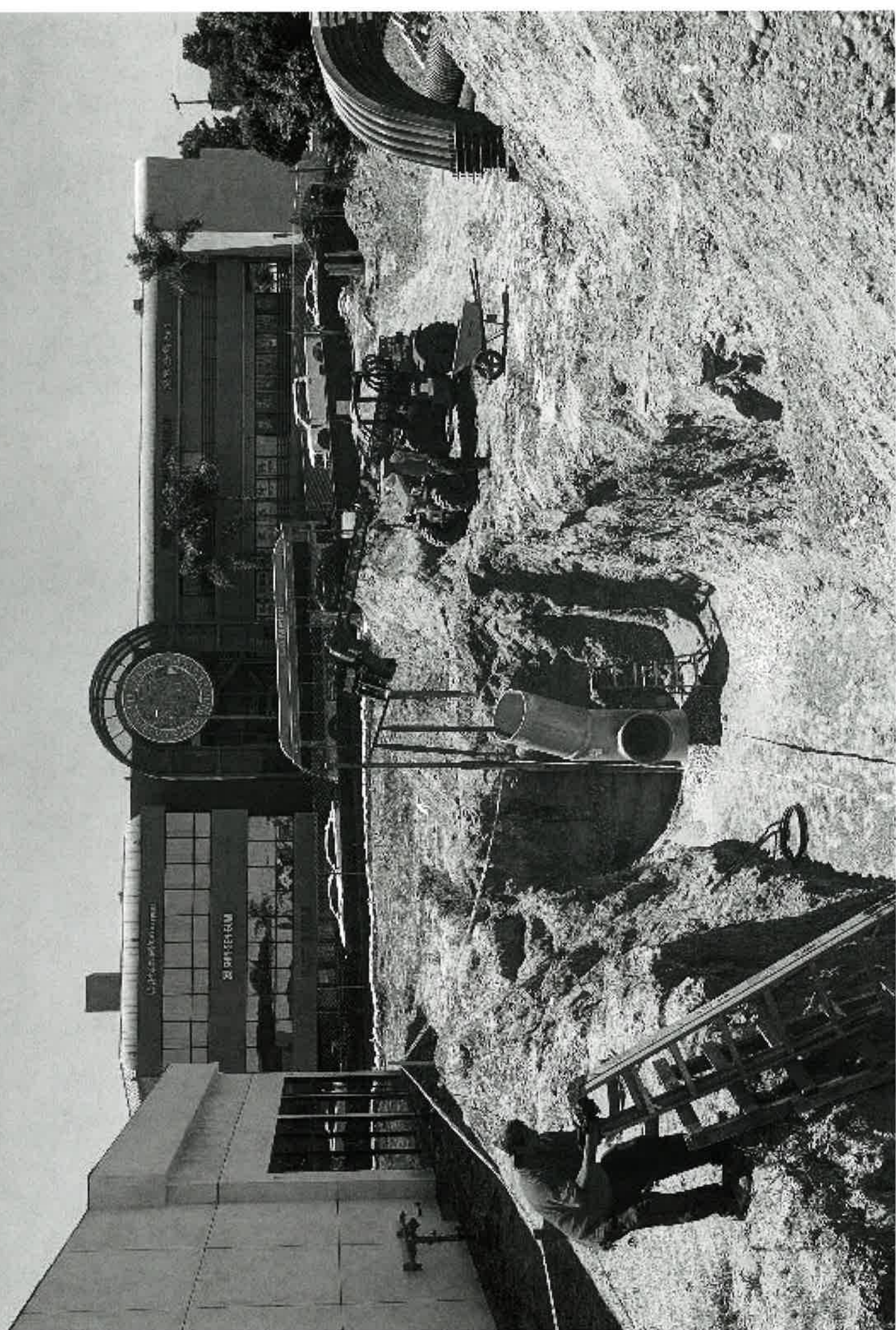
19550

MR. ECONOMY RENTALS

MR. ECONOMY RENTALS

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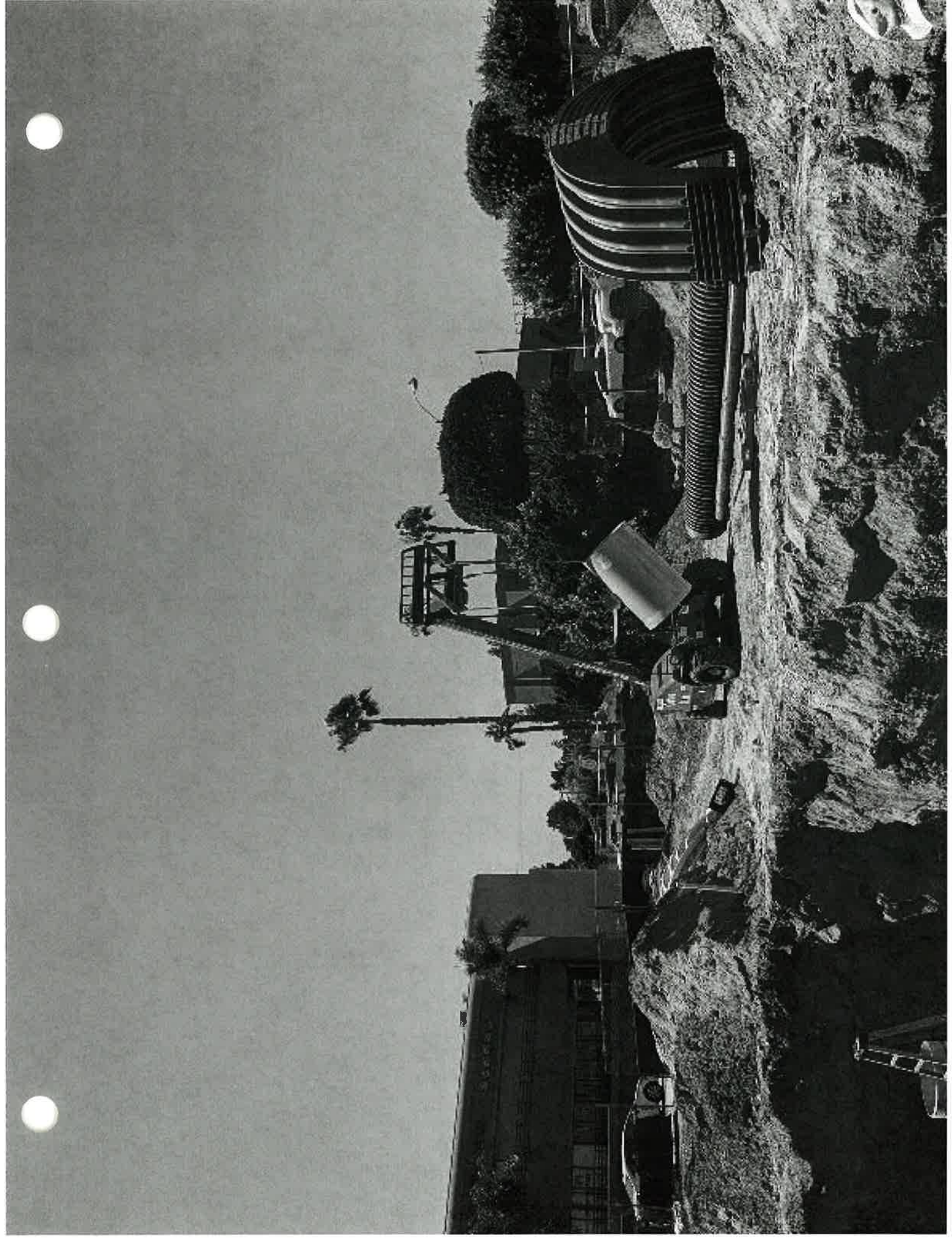


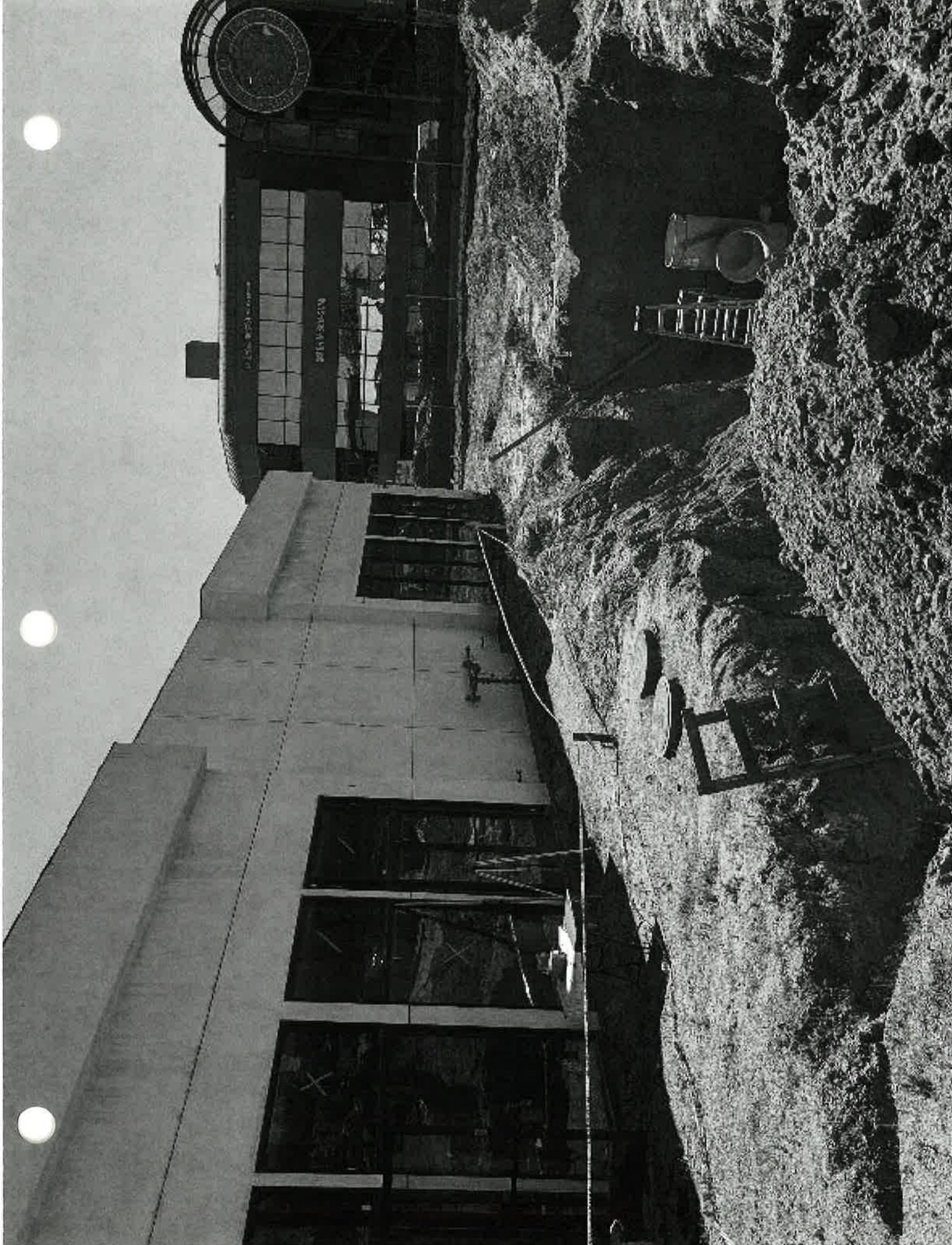


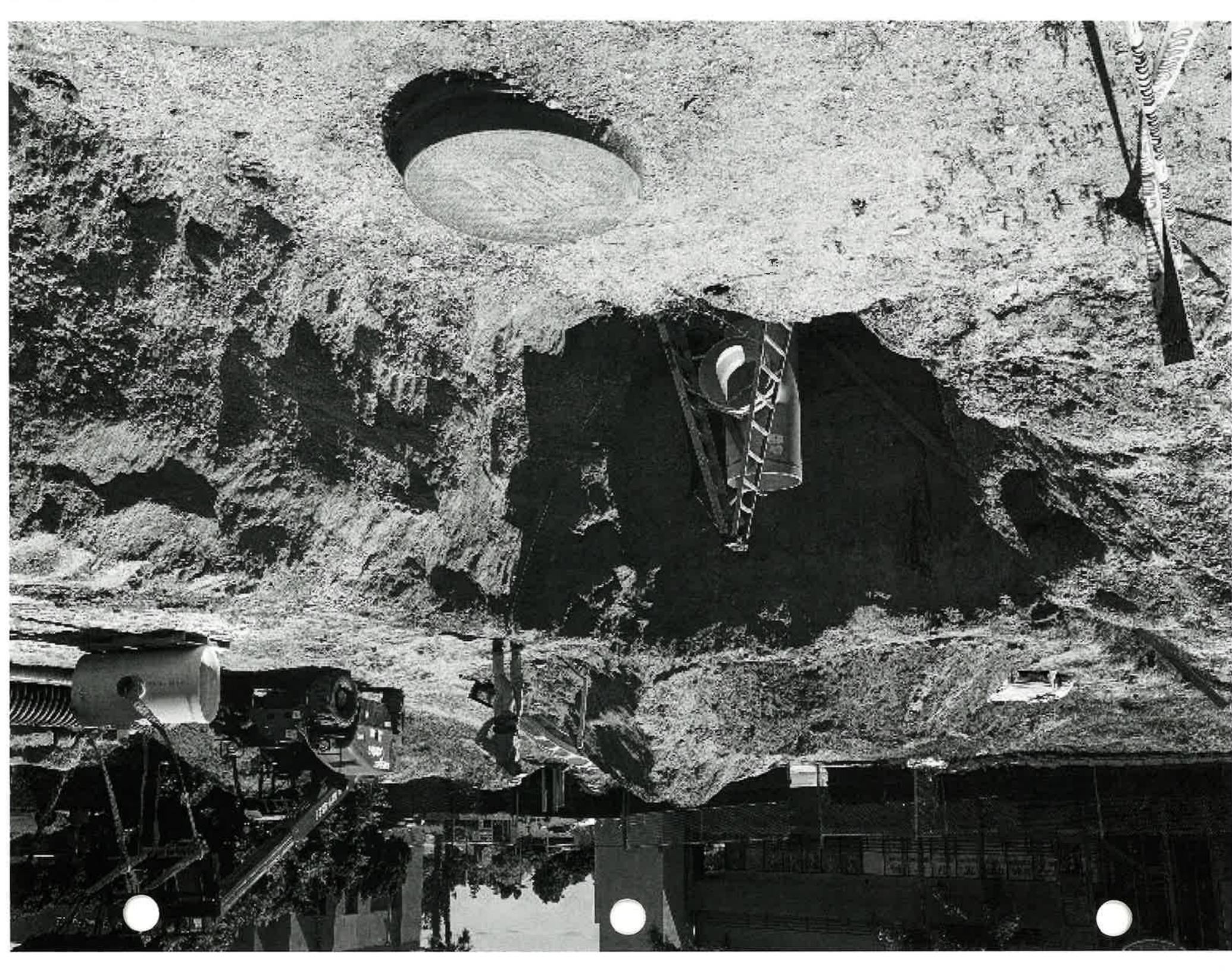
19

195540

IFE Systems  
6771  
3184









ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 179,699 NAME: Andrew O. Krastins, Esq. (SBN 179699); Beverly J. Bickel, Esq. (SBN 182600) FIRM NAME: LAW OFFICE OF ANDREW O. KRASTINS STREET ADDRESS: 333 West 6th Street STE 213 CITY: SAN PEDRO STATE: CA ZIP CODE: 90731 TELEPHONE NO.: (562) 357-9789 FAX NO.: E-MAIL ADDRESS: akrastinslaw@aol.com ATTORNEY FOR (name): Edward M. Chan, Howard Chan, Man-Fei Chan Gold, and Patricia Yu	FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles</b> STREET ADDRESS: 600 E. Broadway MAILING ADDRESS: 600 E. Broadway CITY AND ZIP CODE: Glendale, CA 91206 BRANCH NAME: Glendale Courthouse	CASE NUMBER: 24NNCV00087
PLAINTIFF/PETITIONER: THE PEOPLE OF THE STATE OF CALIFORNIA, et al. DEFENDANT/RESPONDENT: ROBERT CHAN, an individual, et al.	JUDICIAL OFFICER: Hon. Ashfaq G. Chowdhury
<b>PROOF OF ELECTRONIC SERVICE</b>	DEPARTMENT: E

1. I am at least 18 years old.  
 a. My residence or business address is (specify):  
 333 West 6th Street STE 213, San Pedro, CA 90731

b. My electronic service address is (specify):  
 bjbickelfh@aol.com

2. I electronically served the following documents (exact titles):

The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)

3. I electronically served the documents listed in 2 as follows:

a. Name of person served:  
 On behalf of (name or names of parties represented, if person served is an attorney):

b. Electronic service address of person served :


c. On (date): 7/23/2025

The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. (Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: 7/23/2025

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Beverly Bickel  
 \_\_\_\_\_  
 (TYPE OR PRINT NAME OF DECLARANT)

  
 \_\_\_\_\_  
 (SIGNATURE OF DECLARANT)

CASE NAME: People v. Chan	CASE NUMBER: 24NNCV00087
------------------------------	-----------------------------

**ATTACHMENT TO PROOF OF ELECTRONIC SERVICE (DOCUMENTS SERVED)**

*(This attachment is for use with form POS-050/EFS-050.)*

**The documents that were served are as follows *(describe each document specifically)*:**

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

SHORT TITLE: People v. Chan	CASE NUMBER: 24NNCV00087
--------------------------------	-----------------------------

**ATTACHMENT TO PROOF OF ELECTRONIC SERVICE (PERSONS SERVED)**

*(This attachment is for use with form POS-050/EFS-050.)*

**NAMES, ADDRESSES, AND OTHER APPLICABLE INFORMATION ABOUT PERSONS SERVED:**

<u>Name of Person Served</u>	<u>Electronic Service Address</u>	<u>Date of Electronic Service</u>
Karl H. Berger, Esq.: Counsel for Plaintiffs	kberger@bwslaw.com	Date: <u>July 23, 2025</u>
Timothy E. Campen, Esq.: Counsel for Plaintiffs	tcampen@bwslaw.com	Date: <u>July 23, 2025</u>
Mary Hensley	mahensley@bwslaw.com	Date: <u>July 23, 2025</u>
Taylor N. Stephen, Esq.: Counsel for Cross-Complnts	tstephen@cjbllp.com	Date: <u>July 23, 2025</u>
Allan Cohen, Esq.: Counsel for Cross-Complainants	acohen@cjbllp.com	Date: <u>July 23, 2025</u>
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____

**EVIDENCE ITEM 20**

**EVIDENCE ITEM 20**

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; Email: [Akrastinslaw@aol.com](mailto:Akrastinslaw@aol.com)**

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
7/18/2025 5:16 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Oliva, Deputy Clerk

7 Attorneys for Defendants, Edward M. Chan,  
8 Edward M. Chan as Trustee of the Chan  
9 Family Living Trust, Howard Chan,  
10 Man-Fei Chan Gold and 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

**SUPPLEMENTAL DECLARATION OF  
DEFENDANT EDWARD M. CHAN RE  
STATUS OF SUBJECT PROPERTY 795  
W. GARVEY FOR JULY 24, 2025 CASE  
MANAGEMENT CONFERENCE**

**Date: July 24, 2025**

**Time: 8:30 A.M.**

**Dept.: E**

**Judge: The Hon. Ashfaq Chowdhury**

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

19 AND RELATED CROSS-COMPLAINTS

20  
21 I, Edward Chan, declare as follows:

22 1. I am over eighteen years of age and am a Defendant in this action. If called as a  
23 witness, I could and would testify to the following facts from my own personal knowledge.

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

27 3. My family owns the lot at 795 W. Garvey Ave., in Monterey Park, California,  
28

1 located at the northeast corner of Atlantic Blvd. and Garvey. That commercial property  
2 (hereinafter “795 W. Garvey”) is the subject of this litigation.

3 4. I make this Declaration in order to inform the Court of the current status, recent  
4 developments and completion of construction at 795 W. Garvey.

5 5. The largest obstacle to completing the project at 795 W. Garvey has been the LID  
6 underground tank required by state and local environmental regulations. Because of the specific  
7 contours of the Subject Property and other technical factors, the design, approval and permitting  
8 of the LID tank took up more than a year, moving through the approval process of the relevant  
9 City departments and the City’s off-site contractors such as Transtech.

10 6. The LID tank had to be special-ordered through our contractor, Santa Fe Water  
11 Systems (“Santa Fe”) at a cost of some \$130,000. Because it is a custom one-of-a-kind piece, it  
12 could not be ordered until the final design was fully approved by the City.

13 7. We received final approval of the LID tank from the City in March 2025.

14 8. Submission and acceptance of our order by Santa Fe Water Systems (“Santa Fe”),  
15 and manufacture of the unit, took more than five months because of Santa Fe’s own internal  
16 procedures. [True and correct copies of the relevant emails between Santa Fe, the LID tank  
17 supplier, and me are attached hereto as **Exhibit A**. They are in reverse chronological order. A  
18 true and correct copy of the check memorializing our May 28, 2025 \$27,000 partial payment to  
19 Santa Fe (account number redacted) is attached hereto as **Exhibit B**.]

20 9. On June 23, 2025, Santa Fe notified me that the LID tank and related materials  
21 would be ready for delivery between July 21 and July 25, 2025. [A true and correct copy of the  
22 June 23, 2025 email from Santa Fe’s Jeremy Skarseth to me is attached hereto as **Exhibit C**.]

23 10. On July 2, 2025, I advised Santa Fe that we wanted the MWS/LID unit to be  
24 delivered to 795 W. Garvey as soon as possible. [A true and correct copy of my July 2, 2025  
25 email to Santa Fe’s Jeremy Skarseth is attached hereto as **Exhibit D**.] Skarseth replied that the  
26 pickup date would be between July 21 and July 25 and suggested we coordinate delivery. [A true  
27 and correct copy of Jeremy Skarseth’s July 2, 2025 reply email to me is attached hereto as  
28 **Exhibit E**.]

1 11. Approximately two weeks ago, at our request, a representative of Southern  
2 California Edison came to the Subject Property 795 W. Garvey and guided our contractors in  
3 laying down the conduit from the street to the transformer area.

4 12. By July 10, 2025 we had already begun construction work to prepare the site for  
5 installation of the LID tank and related equipment. Photographs depict heavy construction  
6 equipment performing the preparatory excavation and grading work on the 795 W. Garvey site.  
7 [True and correct copies of these two photographs are attached hereto as **Exhibit F.**]

8 13. Our general contractor Thomas Vong has obtained all permits needed for  
9 installation of the plumbing system. As of the date of this Declaration, there has been no  
10 plumbing at 795 W. Garvey and no active water source to 795 W. Garvey. Installation of  
11 plumbing must be coordinated with installation of the LID unit and sewer tank. As part of the LID  
12 system, a small tank will be installed at the southeast corner. Mr. Vong advised that it is most  
13 efficient to install the multiple tanks and related equipment in the same job rather than piecemeal.

14 14. I already paid Win Supply, the firm which will perform the actual tank  
15 installation. The sewer pump, which we purchased from Win Supply, has already been delivered.  
16 Amount of payment to Win Supply was the full quoted amount of \$5,357.71. The sewer pump  
17 will be installed by the same contractor who is installing the LID tanks and related equipment.

18 15. Approximately three weeks ago, our concrete contractor went to City Hall two or  
19 three times seeking direction for the traffic control plan necessary for the sidewalk work. City  
20 Staff told our concrete contractor that the City did not have our Street Improvement Plan.  
21 However, we had already submitted the Street Improvement Plan at the same time as we  
22 submitted the Sewer Plan. Both were stamped and approved by the City in October 2024. I sent  
23 the City-approved plans to the City again by email.

24 16. On July 3, 2025, I paid California Barricade for traffic control services which will  
25 be necessary for the work on the public sidewalk, which the project requires along the western  
26 and southern perimeters of 795 W. Garvey. On July 17, 2025, I received notice from California  
27 Barricade that they must adjust the traffic control plan as per the recommendations of their  
28

1 reviewing engineer. We are awaiting these corrections. [A true and correct copy of my family's  
2 check to California Barricade (account number redacted) is attached hereto as **Exhibit G.**]

3 17. On July 17, 2025, Santa Fe delivered a portion of the LID system, including large  
4 tank components and other items. However, our forklift was not large enough to handle  
5 acceptance of these items. We are rescheduling delivery for the July 21-25, 2025 workweek.

6 18. According to our general contractor Thomas Vong, the first item to be set in the  
7 ground must be the pump basin because the height of all the other tanks depends on the height of  
8 the pump basin. Then the proper tank heights can be determined and the other components can be  
9 installed.

10 19. We are coordinating actual installation work to begin as close to the actual  
11 delivery of the LID system as possible. We intend to complete the project as quickly and  
12 efficiently as is consistent with Mr. Vong's professional judgment.

13  
14 I declare under penalty of perjury under the laws of the State of California that the  
15 foregoing is, to the best of my knowledge, true and correct.

16  
17 Executed on 7/18, 2025 at South Pasadena, California.

18  
19  
20   
21 Edward Chan

C:\Users\owner\OneDrive\Documents\Chan - Declaration EC re status for 07242025 CMC (BB Rev).wpd

**EXHIBIT A**

**EXHIBIT A**

From: **Eddie Chan** <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
Date: Thu, Jul 17, 2025, 11:10 AM  
Subject: Re: 795 Garvey LID  
To: Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>  
Cc: Thomas Vong <[tom@solidwayconstruction.com](mailto:tom@solidwayconstruction.com)>

Hi Jeremy

We tried to have the chambers delivered and the people we talked to when we scheduled the delivery said to have a fork lift available. However when it came we tried to drop off some items and the fork lift got stuck in the dirt driveway. The delivery driver said we needed one of those bigger fork lift that is more like a tractor. Bottom line we need to reschedule.

Sincerely  
Eddie

On Wed, Jul 16, 2025, 12:35 PM Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)> wrote:

Eddie,

Per our conversation we are expecting to have the Triplex Pump Station ready for delivery around 7/23 – 2/25 next week.

*Jeremy Skarseth*

*Project Manager*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

[SFWS Digital Brochures](#)

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

**Sent:** Thursday, July 10, 2025 9:04 AM

**To:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>; Thomas Vong  
<[tom@solidwayconstruction.com](mailto:tom@solidwayconstruction.com)>

**Subject:** Re: 795 Garvey LID

Hi Jeremy,

Our goal is to get this delivered closed to the dates you said near the completion date. We are in the process of excavation and grading. I expect to be ready for the chambers by the beginning of next week. Thomas our contractor needs evaluate the site for the wetlands. I will get better information by next week. I would have Thomas or Howard call you to coordinate the actual dates as we need to make sure we are prepared to place it in when delivered.

Thanks

Eddie

On Thu, Jul 10, 2025, 8:34 AM Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)> wrote:

Eddie,

Do you have a desired delivery date to schedule delivery of the Modular Wetland System?

Please advise so I can coordinate with the plant.

*Jeremy Skarseth*

*Project Manager*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

[SFWS Digital Brochures](#)

**From:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>

**Sent:** Wednesday, July 2, 2025 1:09 PM

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

**Subject:** RE: 795 Garvey LID

Eddie,

Pick a date between the 21st and 25<sup>th</sup> of July so we can get this coordinated.

*Jeremy Skarseth*

*Project Manager*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

[SFWS Digital Brochures](#)

**From:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Sent:** Wednesday, July 2, 2025 11:48 AM  
**To:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>  
**Subject:** Re: 795 Garvey LID

Hi Jeremy,

We hope to get the MWS unit delivered ASAP. Please keep us updated with the progress in order that we can make the arrangements on the property. Being that the property can get busy we would need to make sure proper safe space is allowed for the truck and equipment to move this unit.

Thanks,

Eddie

On Mon, Jun 23, 2025 at 9:33 AM Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)> wrote:

Eddie & Howard,

I am overseeing the production of your MWS unit. Your order has been released to the precaster, and anticipated ready dates will be listed below. When the units start reaching Concrete Complete status, I will reach out to begin scheduling delivery with you.

Here's the delivery information as it stands in our system. However, if there are any adjustments, **missing information**, or updates required, please do not hesitate to provide them at your earliest convenience.

Delivery Address: 795 West Garvey Avenue, Monterey Park, CA, USA

Delivery Site Contact & Phone: (Provide Point of Contact)

Attached, you'll find your approved submittal drawings for review. Please do send them and the picking information below to your customer.

**Picking details:**

**Unit:** 729481-010-MWSL0404OP

- **Pieces:** (2) piece
- **Heaviest pick:** Approx. ± 7,900 lbs
- **Pick Points:** 4-point pick
- **Media:** (1) super sacs shipped with the unit
  
- Estimated completion date: July 21st - July 25th

Should you have any inquiries or concerns, please don't hesitate to reach out at your

convenience.

Jeremy Skarseth

Inside Sales



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

[SFWS Digital Brochures](#)

**From:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>

**Sent:** Friday, June 13, 2025 10:53 AM

**To:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>; Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>

**Cc:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>;

Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Timothy Nguyen

<[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>; Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>; ext

Michael Frasco <[extMFRasco@sfwsystems.com](mailto:extMFRasco@sfwsystems.com)>; Thomas Vong

<[tom@solidwayconstruction.com](mailto:tom@solidwayconstruction.com)>

**Subject:** RE: 795 Garvey LID

Eddie & Howard,

Please see a list of subcontractors we have worked with frequently and have experience installing these types of systems.

Please see the list of contractors below, that are familiar with our designed systems.

All Around Underground Contractors, Inc.

989 N. Batavia St.

Orange, CA. 92867

Office: (714) 988-7862

justin@allaroundunderground.com  
aaug.inc@gmail.com

jason@allaroundunderground.com

Noriega Pipeline, Inc.

(909) 463-4882

Veronica Noriega veronica@noriegapipeline.com

Felisha Noriega felisha@noriegapipeline.com

Joseph Noriega joseph@noriegapipeline.com

Phil Garcia phil@noriegapipeline.com

*Subzero Excavating*

O: 805-522-5043

Chelster Gatchalian chelstergsubzero@gmail.com

Michael Gatchalian michaelg@subzeroexcavating.com

daved subzeroexcavating.com daved@subzeroexcavating.com

Wessley Manning

Wmanning@subzeroexcavating.com

# FLAMINGO

## CONSTRUCTION INC.

12400 Ventura Boulevard, Unit 1129, Studio City CA 91604

Direct: 626.807.6220

Kyle Ficarra kficarra@fcigc.com

Jeremy Hignite jeremy@fcigc.com

Janeth Gutierrez jgutierrez@fcigc.com

David Ragusa [dragusa@fcigc.com](mailto:dragusa@fcigc.com)  
Eduardo Martinez [emartinez@fcigc.com](mailto:emartinez@fcigc.com)

Please let us know if there is anything else we can assist with.

*Jeremy Skarseth*

*Inside Sales*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

[SFWS Digital Brochures](#)

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

**Sent:** Monday, May 19, 2025 11:10 AM

**To:** Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>

**Cc:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>; Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>; Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Timothy Nguyen <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>; Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>; ext Michael Frasco <[extMFRasco@sfwsystems.com](mailto:extMFRasco@sfwsystems.com)>; Thomas Vong <[tom@solidwayconstruction.com](mailto:tom@solidwayconstruction.com)>

**Subject:** Re: 795 Garvey LID

Hi Robert

Have accounting set up an account in which we can start an order for the tanks first.

Thanks

Eddie

On Fri, May 16, 2025, 12:12 PM Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)> wrote:

Noted,

I will get this sent over to accounting.

Thank you.

Bets regards,

Robert Sendis

Data Entry Specialist



10244 Freeman Ave

Santa Fe Springs, CA 90670

(562) 777-9724 Office

(562) 670-6104 Cell

[rsendis@sfwsystems.com](mailto:rsendis@sfwsystems.com)

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

SFWW Digital Brochures

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

**Sent:** Friday, May 16, 2025 11:13 AM

**To:** Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>

**Cc:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>; Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>; Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Timothy Nguyen <[timothy.nguyen@7leavesafe.com](mailto:timothy.nguyen@7leavesafe.com)>; Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>; ext Michael Frasco <[extMFrasco@sfwsystems.com](mailto:extMFrasco@sfwsystems.com)>; Thomas Vong <[tom@solidwayconstruction.com](mailto:tom@solidwayconstruction.com)>

**Subject:** Re: 795 Garvey LID

Hi Robert

Attached is the forms that you requested. Please let me know on how we shall proceed to get the tanks ordered first.

Thank You

Eddie

On Fri, May 16, 2025 at 9:55 AM Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)> wrote:

Howard and Eddie,

Can you please complete the attached and return as soon as possible.

We need this information to get you entered to our system.

Please advise, Thank you.

Robert Sendis  
Data Entry Specialist



10244 Freeman Ave  
Santa Fe Springs, CA 90670  
(562) 777-9724 Office  
(562) 670-6104 Cell  
[rsendis@sfwsystems.com](mailto:rsendis@sfwsystems.com)  
[www.SFWSystems.com](http://www.SFWSystems.com)  
SFWW Digital Brochures

**From:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Sent:** Friday, May 9, 2025 3:02 PM  
**To:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>  
**Cc:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>; Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>; Timothy Nguyen <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>; Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>; ext Michael Frasco <[extMFRasco@sfwsystems.com](mailto:extMFRasco@sfwsystems.com)>  
**Subject:** Re: 795 Garvey LID

Hi Jeremy

Received Thanks

Eddie

On Fri, May 9, 2025, 2:59 PM Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)> wrote:

Howard,

Attached is the annual maintenance quote for this project.

I also want to confirm that you received the submittals we sent over yesterday.

Please advise.

*Jeremy Skarseth*

*Inside Sales*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

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Cell: (909) 203-0319

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

[SFWS Digital Brochures](#)

**From:** Jeremy Skarseth

**Sent:** Thursday, May 8, 2025 1:50 PM

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

**Cc:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>; Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>;

Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>; 'Timothy Nguyen' <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>; 'Andrew O. Krastins, Esq.'

<[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>

**Subject:** RE: 795 Garvey LID

Howard,

Per our conversation this morning, please see submittals for this project in the link below.

<https://www.dropbox.com/scl/fi/bndzhn4uxi3813h935su0/25-011-795-W-Garvey-Ave-Monterey-Park.pdf?rlkey=f2r4qlbhrxzmd12l23e8tvyjy&st=hifxxdid&dl=0>

Please confirm receipt of submittals.

*Jeremy Skarseth*

*Inside Sales*



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Santa Fe Springs, CA 90670

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Cell: (909) 203-0319

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

[SFWS Digital Brochures](#)

**From:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>

**Sent:** Thursday, April 3, 2025 3:54 PM

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

**Cc:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>; Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>; Timothy Nguyen <[timothy.nguyen@7leavescafe.com](mailto:timothy.nguyen@7leavescafe.com)>; Andrew O. Krastins, Esq.

<akrastinslaw@aol.com>  
**Subject:** RE: 795 Garvey LID

Eddie,

Attached are the submittals for this project.

Once approved submittals are sent back to us, we can get this project released into production.

Please confirm receipt of submittals.

*Jeremy Skarseth*

*Inside Sales*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

[SFWS Digital Brochures](#)

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

**Sent:** Thursday, March 20, 2025 11:41 AM

**To:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>

**Cc:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>; Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>; Timothy Nguyen <[timothy.nguyen@7leavesafe.com](mailto:timothy.nguyen@7leavesafe.com)>; Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>

**Subject:** Re: 795 Garvey LID

Hi Jeremy

Here is my signature on the proposal. Let's start the process of ordering the system. Currently our contractor seems to have left the job. I am working with our prospective tenant and our architect to find someone new to do the job. This may hamper when we should deliver the parts of the system based on the contractor's readiness to do the work. I will keep you updated so we have a better idea when to have the system delivered. Hope you are doing well.

Sincerely

Ed Chan

On Mon, Mar 10, 2025 at 11:53 AM Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)> wrote:

Eddie,

The longest lead time for this project would be roughly 10-12 weeks after receipt of approved submittals.

*Jeremy Skarseth*

*Inside Sales*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

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

[SFWS Digital Brochures](#)

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

**Sent:** Wednesday, March 5, 2025 2:54 PM

**To:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>

**Cc:** Chris Lindsey <[CLindsey@sfwsystems.com](mailto:CLindsey@sfwsystems.com)>; Steven Rios <[SRios@sfwsystems.com](mailto:SRios@sfwsystems.com)>; Jesus Rodriguez-Martell <[JMartell@sfwsystems.com](mailto:JMartell@sfwsystems.com)>; Robert Sendis <[RSendis@sfwsystems.com](mailto:RSendis@sfwsystems.com)>  
**Subject:** Re: 795 Garvey LID

Hi Jeremy

Would you know what is the lead time on this?

Thanks

Eddie

 image001.png  
11.1 kB

 image002.png  
13.1 kB


 image003.jpg  
7.9 kB

 image001.png  
11.1 kB


 image003.jpg  
7.9 kB

 image002.png  
13.1 kB

**EXHIBIT B**

**EXHIBIT B**

CHAN FAMILY LIVING TRUST  
DATED AUGUST 26 1988  
1560 VIA DEL REY  
SPASADENA, CA 91030

RECEIVED

8625/3222

508

DATE 5-28-25

PAY TO THE ORDER OF

Santa Fe Water System

\$ 27000.00

Twenty seven thousand

DOLLARS

Heat Sensitive Ink



EASTERN INTERNATIONAL BANK  
688 NEW HIGH STREET (213) 687-7228  
LOS ANGELES, CA 90012

Charter Account

MEMO

795 W. Garvey

*[Signature]*

0508

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK DETAILS ON BACK

0920969697  
2025-06-02

NAME OF FINANCIAL INSTITUTION DATE

CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

PAY TO THE ORDER OF  
WELLS FARGO BANK, N.A.  
FOR DEPOSIT ONLY  
SANTA FE SPRINGS WIN/WATER WORK  
4943875831

**EXHIBIT C**

**EXHIBIT C**

On Mon, Jun 23, 2025 at 9:33 AM Jeremy Skarseth <JMSkarseth@sfwsystems.com> wrote:

Eddie & Howard,

I am overseeing the production of your MWS unit. Your order has been released to the precaster, and anticipated ready dates will be listed below. When the units start reaching Concrete Complete status, I will reach out to begin scheduling delivery with you.

Here's the delivery information as it stands in our system. However, if there are any adjustments, **missing information**, or updates required, please do not hesitate to provide them at your earliest convenience.

Delivery Address: 795 West Garvey Avenue, Monterey Park, CA, USA

Delivery Site Contact & Phone: (Provide Point of Contact)

Attached, you'll find your approved submittal drawings for review. Please do send them and the picking information below to your customer.

**Picking details:**

**Unit:** 729481-010-MWSL0404OP

- **Pieces:** (2) piece
- **Heaviest pick:** Approx. ± 7,900 lbs
- **Pick Points:** 4-point pick
- **Media:** (1) super sacs shipped with the unit
  
- Estimated completion date: July 21st - July 25th

Should you have any inquiries or concerns, please don't hesitate to reach out at your convenience.

*Jeremy Skarseth*

*Inside Sales*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

[SFWS Digital Brochures](#)

**EXHIBIT D**

**EXHIBIT D**

**From:** Eddie Chan <edchan930@gmail.com>  
**Sent:** Wednesday, July 2, 2025 11:48 AM  
**To:** Jeremy Skarseth <JMSkarseth@sfwsystems.com>  
**Subject:** Re: 795 Garvey LID

Hi Jeremy,

We hope to get the MWS unit delivered ASAP. Please keep us updated with the progress in order that we can make the arrangements on the property. Being that the property can get busy we would need to make sure proper safe space is allowed for the truck and equipment to move this unit.

Thanks,

Eddie

On Mon, Jun 23, 2025 at 9:33 AM Jeremy Skarseth <JMSkarseth@sfwsystems.com> wrote:

Eddie & Howard,

I am overseeing the production of your MWS unit. Your order has been released to the precaster, and anticipated ready dates will be listed below. When the units start reaching Concrete Complete status, I will reach out to begin scheduling delivery with you.

Here's the delivery information as it stands in our system. However, if there are any adjustments, **missing information**, or updates required, please do not hesitate to provide them at your earliest convenience.

Delivery Address: 795 West Garvey Avenue, Monterey Park, CA, USA

Delivery Site Contact & Phone: (Provide Point of Contact)

Attached, you'll find your approved submittal drawings for review. Please do send them and the picking information below to your customer.

**Picking details:**

**Unit:** 729481-010-MWSL0404OP

- **Pieces:** (2) piece
- **Heaviest pick:** Approx. ± 7,900 lbs
- **Pick Points:** 4-point pick
- **Media:** (1) super sacs shipped with the unit
  
- **Estimated completion date:** July 21st - July 25th

Should you have any inquiries or concerns, please don't hesitate to reach out at your

convenience.

*Jeremy Skarseth*

*Inside Sales*



*10244 Freeman Ave*

*Santa Fe Springs, CA 90670*

*Office: (562) 777-9724*

*Direct: (562) 777-9454*

*Cell: (909) 203-0319*

*Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)*

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

*SFWS Digital Brochures*

**EXHIBIT E**

**EXHIBIT E**

**From:** Jeremy Skarseth <[JMSkarseth@sfwsystems.com](mailto:JMSkarseth@sfwsystems.com)>  
**Sent:** Wednesday, July 2, 2025 1:09 PM  
**To:** Eddie Chan <[edchan930@gmail.com](mailto:edchan930@gmail.com)>  
**Subject:** RE: 795 Garvey LID

Eddie,

Pick a date between the 21st and 25<sup>th</sup> of July so we can get this coordinated.

*Jeremy Skarseth*

*Project Manager*



10244 Freeman Ave

Santa Fe Springs, CA 90670

Office: (562) 777-9724

Direct: (562) 777-9454

Cell: (909) 203-0319

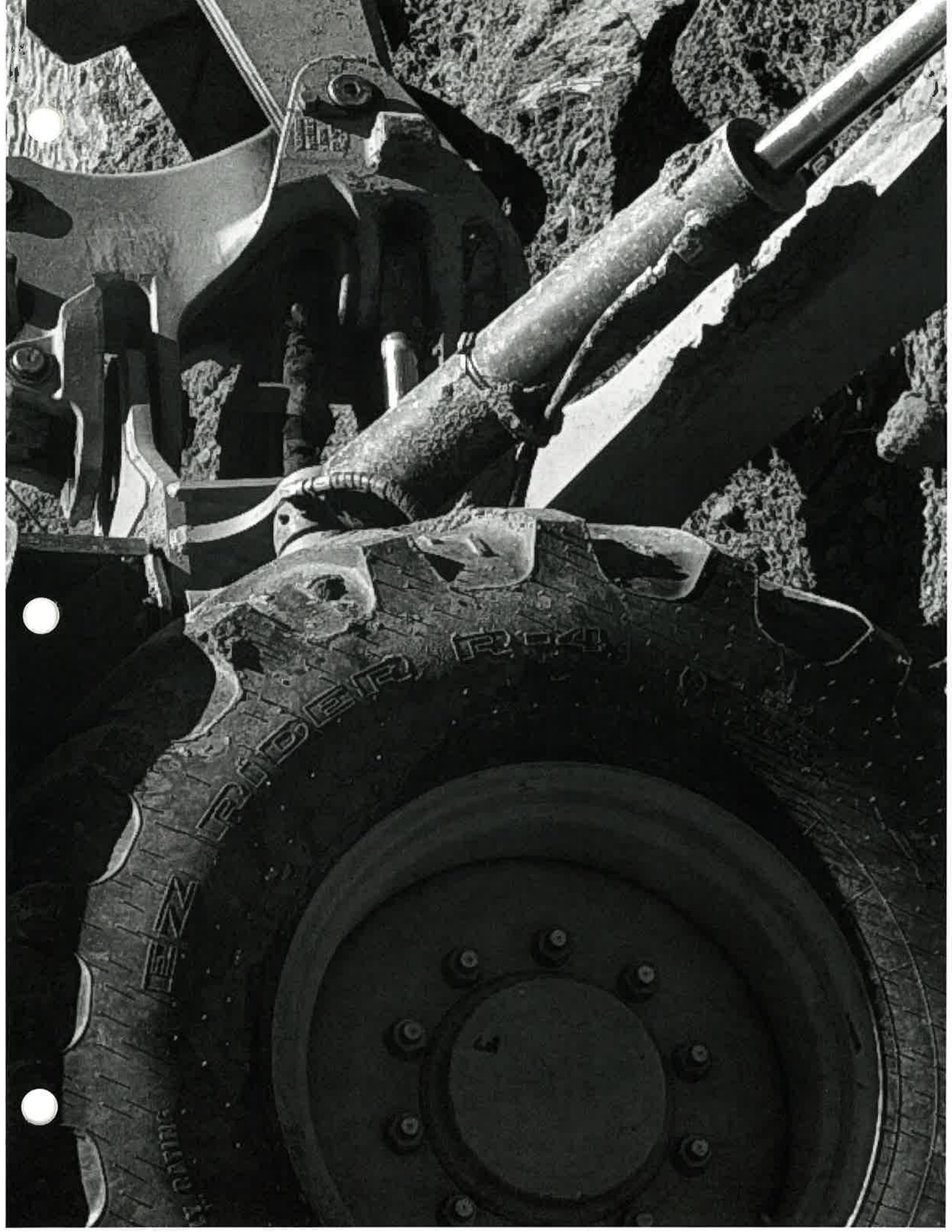
Email: [jmskarseth@sfwsystems.com](mailto:jmskarseth@sfwsystems.com)

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

[SFWS Digital Brochures](#)

**EXHIBIT F**

**EXHIBIT F**





**EXHIBIT G**

**EXHIBIT G**

CHAN FAMILY LIVING TRUST  
DATED AUGUST 26 1988  
1560 VIA DEL REY  
SPASADENA, CA 91030

60-8625/3222

512

DATE 7-3-25

PAY TO THE ORDER OF

*California Baronside*  
*One Thousand Eight Hundred*

\$ 1800

DOLLARS

*1800*



EASTERN INTERNATIONAL BANK  
688 NEW HIGH STREET (213) 687-7228  
LOS ANGELES, CA 90012

Charter Account

*Edward Chan*

MEMO

[Redacted]

0512

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK

ENDORSE HERE

First Citizens Bank

FOR DEPOSIT ONLY OR REMOTE DEPOSIT ONLY

ACCOUNT 1065124551 DATE \_\_\_\_\_

NAME OF FINANCIAL INSTITUTION  
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

0920169785  
2025-07-07

ELECTRONICALLY PRESENTED

FOR DEPOSIT ONLY OR REMOTE DEPOSIT ONLY  
NAME OF FINANCIAL INSTITUTION  
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

**EVIDENCE ITEM 21**

**EVIDENCE ITEM 21**

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,  
County of Los Angeles  
8/07/2025 6:48 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Oliva, Deputy Clerk

7 Attorneys for Defendants, Edward M. Chan,  
8 Edward M. Chan as Trustee of the Chan  
9 Family Living Trust, 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.

19 AND RELATED CROSS-COMPLAINTS

CASE NO.: 24NNCV00087

**NOTICE OF MOTION AND MOTION TO  
QUASH NOTICES OF DEPOSITION,  
STAY THE TAKING OF DEPOSITIONS  
BY PLAINTIFFS, AND FOR A  
PROTECTIVE ORDER PROHIBITING  
THE DEPOSITIONS OR LIMITING THE  
SCOPE OF THE DEPOSITIONS OF  
DEFENDANTS EDWARD M. CHAN AND  
HOWARD CHAN; MEMORANDUM OF  
POINTS AND AUTHORITIES;  
DECLARATION OF ANDREW O.  
KRASTINS; EXHIBITS**

[filed concurrently with Declaration of  
Edward M. Chan, and [Proposed] Order]

**Hearing Date: October 16, 2025**

**Time: 8:30 A.M.**

**Dept.: E**

**Judge: The Hon. Ashfaq G. Chowdhury**

**Reservation # 908607844145**

Action Filed : March 7, 2024

1<sup>st</sup> Am Complaint : August 23, 2024

Trial Date : September 21, 2026

20 TO PLAINTIFFS HEREIN AND THEIR ATTORNEYS OF RECORD:

21 NOTICE IS HEREBY GIVEN that, on **October 16, 2025** at 8:30 a.m. or as soon  
22 thereafter as the matter may be heard, in Division E of this Court, located at 600 E. Broadway,

1 Glendale, California 91206, Defendants Man-Fei Chan Gold, Patricia Chan, Howard M. Chan,  
2 Edward M. Chan, and Edward M. Chan as Trustee of the Chan Family Living Trust (collectively  
3 “Movants”) will, and hereby do, move pursuant to Code of Civ. Proc. § 2025.410© and §  
4 2025.420(a) - (b) for a Protective Order:

5 (1) quashing the Notice of Rescheduled Deposition and Production of Documents to  
6 Defendant Howard Chan and the Notice of Rescheduled Deposition and Production of  
7 Documents to Edward Chan (both served on July 23, 2025 with the depositions set for August 11,  
8 2025), and

9 (2) staying the taking of a deposition of Defendants Howard Chan or Edward Chan, or in  
10 the alternative, precluding the Plaintiffs from inquiring into either of those Defendants’ financial  
11 matters, their family’s financial matters, or any other matter not germane to whether there  
12 presently exists a public nuisance violating the statutes and ordinances cited in the operative  
13 complaint.

14 This Motion will be made on the grounds that:

15 (a) inquiry into Defendants’ financial affairs violates Movants’ rights to financial privacy  
16 under the state and federal constitutions and case authority,

17 (b) the same violates the financial privacy rights of the other Chan Defendants,

18 (c) the depositions as noticed are duplicative of earlier discovery and are unduly  
19 burdensome, and

20 (d) the portion of information Plaintiffs demand via these depositions that may be within  
21 the scope of this litigation is either already in Plaintiffs’ possession or can more readily be  
22 obtained by Plaintiffs directly elsewhere at less cost; therefore these depositions would impose  
23 undue burden and expense on Movants.

24 Dated: August 7, 2025

LAW OFFICE OF ANDREW O. KRASTINS

25  
26 By: \_\_\_\_\_  
27 Andrew O. Krastins,  
28 Attorney for Edward M. Chan, Edward M. Chan as  
Trustee of the Chan Family Living Trust, Howard  
Chan, Patricia Yu Chan, and Man-Fei Chan Gold

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 Movants are completing construction of a 7 Leaves coffee shop/office development at  
4 795 W. Garvey Avenue, Monterey Park (“Subject Property”), an active construction project in  
5 the final stages of completion, on property owned by their family since the 1970s. Movants’  
6 general contractor and subcontractors are working diligently with City staff to complete the  
7 project and open 7 Leaves for business as soon as possible. Defendant Edward Chan has filed  
8 periodic declarations with this Court detailing, under penalty of perjury, the most recent  
9 progress toward completion. Movants affirmatively encouraged City staff to work directly with  
10 Movants’ licensed general contractor to stay up-to-date on the project, because the general  
11 contractor has the most recent information and the best knowledge concerning the project.

12 Plaintiffs are suing Movants, and their only remaining claim is for public nuisance based  
13 on alleged violation of the Monterey Park Municipal Code at the Subject Property. Plaintiffs  
14 maintain that these code violations are strict liability offenses and that Plaintiffs need only prove  
15 the existence of a code violation in order to prevail at trial. Despite this, Plaintiff City seeks to  
16 depose Defendants Edward Chan and Howard Chan about the private financial affairs of  
17 Movants and other Chan defendants, matters which are outside the scope of this litigation. City  
18 also demands, in addition to Defendants’ financial documents, numerous records and  
19 photographs dating back to 2017.

20 Because Plaintiffs’ sole remaining claim is bottomed on strict liability, neither the  
21 Defendants’ financial condition, their motivations, nor the history of their actions or inactions is  
22 relevant here, either to their liability or to the injunctive relief that Plaintiffs seek. The burden,  
23 expense, and intrusiveness that Plaintiffs’ depositions would entail clearly outweigh the  
24 likelihood that the information sought will lead to the discovery of admissible evidence.

25 Therefore, Movants ask that the Court quash the two deposition notices and prohibit the  
26 depositions from going forward, or in the alternative, (a) prohibit Plaintiffs from questioning  
27 Edward or Howard Chan about their or their family’s finances, or their payments to contractors  
28 or other parties, and (b) limit questioning to issues reasonably likely to lead to the discovery of

1 admissible evidence relevant to the present existence of code violations alleged in the First  
2 Cause of Action of the operative First Amended Complaint.

3  
4 **II. FACTS**

5 Movants, as well as Defendants Raymond Chan and Cindy Chan (and/or their personal  
6 trust) hold interests in the Subject Property. The Chans' parents, Robert Chan and Elaine Chan,  
7 died in 2021 and late 2024 respectively, and portions of their estates are being probated. The  
8 Chans' property, including the Subject Property, is held via trusts and other instruments that are  
9 part of their estate plan. [Chan Decl., ¶ 20.]

10 The Chans own a number of commercial properties in Los Angeles and Orange  
11 Counties. These require their oversight and maintenance. Additionally, Edward Chan is an  
12 active participant in the direction of Eastern International Bank, which was founded by the  
13 Chans' late parents and is located in the shopping center adjacent to the Subject Property.  
14 Management and oversight of the family businesses is a full-time matter for the Chans. [Chan  
15 Decl., ¶ 18.]

16 The following facts are set forth in the Jan. 31, 2025 Edward Chan Declaration filed in  
17 this Court in opposition to Plaintiff City's Motion for Preliminary Injunction, in two Edward  
18 Chan Supplemental Declarations filed here on May 12<sup>th</sup> and 20<sup>th</sup>, 2025, and in two Edward Chan  
19 Declarations re Status filed here on July 18<sup>th</sup> and 23<sup>rd</sup>, 2025 in connection with the July 24, 2025  
20 Case Management Conference (collectively "Prior Chan Declarations"). (See these five  
21 previous declarations in court file).

22 The Subject Property once housed an abandoned gasoline station. (Prior Chan Decl. of  
23 1/31/2025, ¶ 4). The Chans cleaned up the property's environmental waste, then in 2019  
24 commenced construction of the now nearly completed 7 Leaves Café building. (Prior Chan  
25 Decl. of 5/12/2025, ¶¶ 2, 6, 13, 30, 77; Prior Chan Decl. of 5/20/2025, ¶ 1).

26 In 2020-2023, progress was slowed by the Covid pandemic, resulting in stay-at-home  
27 orders, business and government office shutdowns, and resultant construction labor shortages,  
28

1 which persisted long after Covid restrictions were lifted. Progress also was slowed because of  
2 record rainfall in 2023 and 2024. (Prior Chan Decl. of 1/31/2025, ¶¶ 19-20).

3 In early 2025, the Chans realized that Joven, their licensed general contractor at the time,  
4 has ceased returning their telephone calls and emails. Joven's office staff misinformed the  
5 Chans that Joven was busy on another project when, in reality, he had abandoned the job. The  
6 Chans retained a new licensed general contractor, Thomas Vong. (Prior Chan Decl. of  
7 5/12/2025, ¶¶ 3-21).

### 8 **The Subject Property's Current State of Construction**

9 Contractor Vong is in frequent, direct communication with City staff, at the project site,  
10 electronically, and by telephone. The largest obstacle to completing the project been the LID  
11 underground tank required by state and local environmental regulations. Because of the Subject  
12 Property's specific contours and other technical factors, the design, approval, and permitting of  
13 the LID tank took more than a year, moving through the approval process of relevant City  
14 departments and City's off-site contractors such as Transtech. (Prior Chan Decl. of 7/18/2025,  
15 ¶¶ 4-8 and Exh. A - B; Edward Chan Decl., ¶ 4).

16 LID tank components were delivered on July 25, 2025. Active construction work, now  
17 including major excavation and tank component installation, renewed on July 2, 2025 and is  
18 continuing. (Prior Chan Decl. of 7/18/2025, ¶¶ 9-19 and Exh. C - G; Edward Chan Decl., ¶¶ 9-  
19 16 and Exh. A).

20 Neither Howard nor Edward Chan are contractors, but are diligent owners and managers  
21 of commercial properties, so they affirmatively encouraged City staff and City's contracted  
22 professionals to freely communicate with Contractor Vong and the Chans' subcontractors to get  
23 current, accurate information about ongoing construction. (Edward Chan Decl., ¶¶ 30-31).  
24 Edward Chan's four prior sworn declarations in this Court provide accurate and verified  
25 information, to the best of his knowledge, of how the project is progressing. [Prior Chan Decls.]

### 26 **The Defendants' Motion for Judgment on the Pleadings**

27 On March 5, 2024, Plaintiffs filed the present lawsuit, alleging causes of action for (a)  
28 abatement of public nuisance deriving from alleged violation of the Monterey Park Municipal

1 Code, and (2) appointment of a receiver. On June 13, 2025, this Court dismissed Plaintiffs’  
2 second cause of action without leave to amend. (See court file).

3 **The City’s strict liability lawsuit and Motion for Protective Order**

4 At ¶¶ 22-28 of the First Amended Complaint, Plaintiffs allege Municipal Code  
5 violations at the Subject Property. As to their First Cause of Action, Plaintiffs pray:

- 6 “(1) That this Court declare the Property and structures at 795 W. Garvey Avenue, Monterey  
7 Park, California, to be a public nuisance, and that the Property be abated, without  
8 limitation, in accordance with MPMC Title 4 and Civil Code § 3479;  
9 (2) That Defendants be subject to temporary and preliminary injunctive relief as ordered by  
10 the Court to compel Defendants to abate in a timely manner all public nuisances on the  
11 Property located at 795 W. Garvey Avenue, Monterey Park, California, including,  
12 without limitation, completion of construction at the Property, and to maintain the  
13 Property free of public nuisances, in accordance with MPMC Title 4 and Civil Code §  
14 3479 and  
15 (3) That Defendants be subject to permanent injunctive relief as ordered by the Court to  
16 compel Defendants to abate in a timely manner all public nuisances on the Property  
17 located at 795 W. Garvey Avenue, Monterey Park, California, including, without  
18 limitation, completion of construction at the Property, and to maintain the Property free  
19 of public nuisances, in accordance with MPMC Title 4 and Civil Code § 3479.”

20 (First Am. Complaint, filed August 23, 2024, at 19:8-21).

21 On January 8, 2025, City filed a Motion for Preliminary Injunction in this Court. In its  
22 Motion Memorandum, City explained in detail that the code violations upon which its nuisance  
23 claim is based constitute nuisances “per se” and that all that City needs to prove to establish its  
24 case is the existence of the alleged nuisance condition: “A nuisance per se is an object,  
25 substance, activity, or circumstance that is a nuisance at all times and under any circumstances,  
26 especially when it has been deemed a nuisance by statute, ordinance, or other law,” City  
27 explained. (Motion filed 1/8/2025, in court file, at pgs. 9-10). Accordingly, City continued, a  
28 “plaintiff asserting a nuisance per se claim typically need only plead and prove that the

1 defendant violated the statute establishing the nuisance.” (*Id.*) In other words, City  
2 acknowledges that a defendant’s subjective motivations, competence, financial condition,  
3 emotional state, past conduct, or similar factors are irrelevant to Plaintiffs’ claims.

4 **The City’s written discovery and Defendants’ responses**

5 City propounded substantial written discovery delving into the history of the project.  
6 These included two sets of special interrogatories each on Edward and Howard Chan, as well as  
7 document demands, form interrogatories, and requests for admissions. On February 13, 2025,  
8 Edward and Howard Chan served their responses to City’s Set One of Special Interrogatories.  
9 (Edward Chan Decl., ¶¶ 19-21 and Exhs. B and C).

10 City’s Special Interrogatories Nos. 22 to 28 asked intrusive and improper questions  
11 about the Chans’ “FINANCIAL FUNDS,” which City defined as “money available to pay for  
12 costs of CONSTRUCTION, whether in the form of credit, loans, cash, investments, savings or  
13 any other monetary resources.” (*Id.*)

14 Movants timely objected to these questions on February 13, 2025 because the Chans’  
15 family and individual finances are private matters and not related to City’s lawsuit. Edward and  
16 Howard Chan’s mother, Elaine Chan, died in September 2024 and their father, Robert Chan, in  
17 November 2021. Their parents’ assets are being probated. Additionally, all the Chan siblings  
18 hold partial interests in the Subject Property and in their late parents’ estate. City’s demand that  
19 they divulge information about their “FINANCIAL FUNDS” not only intrudes on the  
20 deponents’ privacy, but also on the privacy interests of the other Chan family members.  
21 [Krastins Decl., ¶ 4; Edward Chan Decl., ¶¶ 20 and Exhs. B and C.]

22 On April 28, 2025, Defendants served Edward Chan’s and Howard Chan’s responses to  
23 City’s Set Two of Special Interrogatories. Again, the Chans substantively answered the  
24 questions the City asked, except for Special Interrogatories Nos. 40 and 41 which again asked  
25 for sensitive information pertaining to the Chans’ finances, which have nothing to do with the  
26 City’s lawsuit. [Krastins Decl., ¶¶ 5-6, Edward Chan Decl., ¶¶ 22 - 25 and Exhs. D and E.]

27 By April 28, 2025, Edward and Howard Chan had served substantive responses to City’s  
28 Sets One and Two of Special Interrogatories, two sets of document requests, and form

1 interrogatories. (Krastins Decl., ¶¶ 3 - 6; Edward Chan Decl., ¶¶ 19 - 24 and Exhs. B to E).  
2 City’s counsel gave no indication that these responses were in any way insufficient. City’s  
3 counsel did not ask to meet and confer regarding the responses. City did not seek to compel  
4 further or amended responses to any of the discovery, nor suggest that the Chans’ privacy  
5 objections and other objections were misplaced. [*Id.*]

6 **The City’s deposition notices**

7 On June 20, 2025, City served its two deposition notices which are the focus of the  
8 present Motion for Protective Order. Because of the projected delivery of the LID/MWS tank  
9 system at the Subject Property, both depositions were rescheduled to August 11, 2025. [Krastins  
10 Decl., ¶¶ 7-10, Edward Chan Decl., ¶¶ 25-29 and Exh. F and G]

11 Movants’ counsel emailed City counsel Campen, expressing surprise that City intended  
12 to conduct these depositions, notwithstanding Campen’s statements to the contrary at their May  
13 2024 meeting. [Krastins Decl., ¶¶ 3, 8 and Exh. H].

14 On June 23, 2025, counsel Campen emailed Movants’ counsel stating: “These  
15 depositions are a response to what the City considers to be wholly inadequate responses to  
16 written discovery by Edward and Howard Chan that were served last December, but received in  
17 May of this year by agreement.” This was the first time that City suggested it was dissatisfied  
18 with the discovery responses it received – a full four months after the Chans served their Set  
19 One responses and two months after the Chans served their Set Two responses. [Krastins Decl.,  
20 ¶ 8 and Ex. H]

21 Movants reviewed the deposition notices and determined they had the same defects as  
22 the written discovery: City was again demanding the Chans’ private financial information and  
23 sought to delve into matters spanning the history of the project from 2017 on, demanding old  
24 business records of no conceivable relationship to the City’s strict liability nuisance claim.  
25 Movants concluded that, under the circumstance, the depositions would constitute undue burden  
26 and expense including 30 to 60 days of work simply searching for responsive documents.  
27 (Krastins Decl., ¶¶ 10-12 and Exh. I-J; Edward Chan Decl., ¶¶ 25-29 and 32-35, Exh. F-G).

28 Also, Plaintiffs again improperly seek to delve into Movants’ private financial affairs, as

1 well as those of others. (Krastins Decl., ¶¶ 10-12 and Exh. I-J; Edward Chan Decl., ¶¶ 25-29 and  
2 32-35, Exh. F-G at lines 4:14-15, 7:20-22, and 7:27 - 8:5].

3 **Meet and confer correspondence**

4 On July 30, 2025, Movants' counsel sent counsel Campen a meet/confer letter explaining  
5 that, according to the City itself, City's nuisance claims are matters of strict liability in which the  
6 only matter before this Court is whether the alleged nuisance exists at the Subject Property. The  
7 meet/confer letter explains that the Chans' subjective motivations or financial ability to fund the  
8 project are not relevant to City's case and have nothing to do with the issues set out in the  
9 complaint. The letter also explains that City's announced intent to delve into matters dating back  
10 to 2017 is harassing and unduly burdensome because such matters do not bear on any question at  
11 issue. Movants' Counsel asked that City withdraw its two deposition notices. [Krastins Decl., ¶  
12 11 and Exh. I.]

13 On August 4, 2025, City counsel Campen acknowledged that City fully intends to delve  
14 into the Chans' finances: "City further maintains your clients' financial capacity to finish  
15 construction is absolutely relevant to the City's nuisance abatement enforcement efforts in this  
16 case and directly impacts if and how the City responds to the current state of the property."  
17 Counsel Campen did not explain how this is so. Nor did Campen explain how delving into  
18 matters from 2017 could reasonably lead to the discovery of evidence admissible and relevant to  
19 whether the Subject Property is now in violation of City nuisance ordinances. [Krastins Decl., ¶  
20 12 and Exh. J]

21 On August 4, 2025, Movants' counsel responded:

22 "There is nothing in the relief the City seeks or the facts it must prove at trial that has  
23 anything to do with the Chans' finances. You also know how long the permitting for  
24 the LID system took and the time it took for Santa Fe Water Systems to process the  
25 order and manufacture the unit. We have advised you that the Chans invite City staff  
26 to work directly with general contractor Vong and the Chans' other licensed  
27 subcontractors. One such meeting took place this morning with John L. Hunter and  
28 Associates. Mr. Vong gave Michele Kim his email and phone number and both stated  
they would be in contact as needed. Can you explain the City's need for the Chans'  
financial documents, how this overcomes their financial privacy rights and how the  
Chans' finances are germane to the sole remaining claim? Can you explain how the

1 voluminous records you have demanded bears on whether the Subject Property, an  
2 active construction site, presently violates the City's nuisance ordinances, and why the  
3 City needs photographs and other documents dating from 2017 onward? Please  
advise.”

4 [Krastins Decl., ¶ 13 and Ex. K.]

5 In his August 4, 2025 response, counsel Campen again claims that the Chans' available  
6 capital and finances are relevant to City's nuisance claim, stating “the lack of access to  
7 sufficient capital remains the most plausible reason for the past and continuing delays in  
8 construction activity.” Again, Campen did not explain how the Chans' finances are relevant to  
9 proving City's nuisance action. He gave no indication that he would refrain from delving into  
10 the Chans' private financial affairs, or would limit the depositions to matters germane to the  
11 remaining issues in the case. [Krastins Decl., ¶ 14 and Ex. L.]

12 On August 5, 2025, Movants' counsel Krastins replied:

13 “You still have not explained, specifically, how the Chans' finances bear on the City's  
14 strict liability nuisance claim. Whether the Chans are flush with money or are paupers  
15 has nothing to do with the existence of nuisance conditions in violation of the various  
16 Code provisions cited in the FAC, nor with the injunctive relief the City seeks. Nor do  
17 events and documents dating to 2017 appear to have any bearing on the City's sole  
18 remaining claim. The same is true of documents evidencing payments to the Chans'  
many contractors. You have provided nothing to convince me otherwise. The Chans do  
not need “an opportunity to demonstrate their ability to finish construction in a timely  
manner.” They are doing it as I write. You were cc'd on Michele Kim's email to  
Thomas Vong. My clients have actively encouraged City staff to freely contact Mr.  
Vong and other relevant contractors. Mr. Vong will answer staff's questions about the  
progress of construction.”

19 [Krastins Decl. ¶ 15 and Ex. M.]

20 Movants' counsel Krastins then followed up:

21 “Dear Mr. Campen: Unless you can confirm that you will not be delving into the  
22 Chans' finances under the guise of “FINANCIAL FUNDS” or inquire into payments  
23 made by the Chans to their contractors, and limit the deposition to the matters germane  
to the case -- namely, whether there presently exist nuisance conditions at the Subject  
Property and the abatement thereof, my clients will need to move for a protective order.  
Please advise.”

24 [Krastins Decl., ¶ 16 and Ex. N]

25 On August 6, 2025, Movants' counsel Krastins wrote:

26 “I still do not understand how, specifically, the Chan family's finances are germane to  
27 the City's strict liability nuisance claim or the remedies the City seeks. Neither do I see  
28 how matters occurring in 2017 are germane to the City's strict liability nuisance claim.  
I can understand that City officials might want to have a glimpse into my clients'  
private financial affairs for reasons presently known only to themselves, but I see  
absolutely no valid reason to subject my clients to such unwarranted and improper

1 intrusions. Again, regarding the progress and completion of the project, my clients and  
2 I strongly encourage City staff to obtain the information the City needs from Mr. Vong  
and the subcontractors.”  
3 [Krastins Decl., ¶¶ 17-18 and Ex. O.]

4 City counsel Campen responded, in relevant part:

5 “Exploring the overall history of this project can also reveal motive, intent, knowledge,  
6 and/or pattern of conduct by your clients and those under their direction to understand  
7 the current delays and what to expect moving forward. It can reveal witness credibility  
8 issues prior and prior inconsistent statements. And, of course, understanding  
9 circumstances that got us here is also likely to lead to additional witnesses or evidence  
10 relevant to the People's case pertaining to case context, defenses, credibility  
11 determinations, etc. Again, you have asserted on several occasions defenses related to  
12 past and continuing delays in construction that you contend are attributable to others  
13 beyond your clients, including the City of Monterey Park and the City Attorney’s  
14 Office. This issue is ripe.  
15 As for the “Chan’s family finances,” as you describe it, I have no idea how this  
16 construction is being financed. I am simply trying to determine what the past, current  
17 and potential future delays in construction progress are attributable to. Lack of  
18 sufficient funding is among the top two or three reasons for construction delays  
19 generally, in addition to things like poor project planning and management. It is my  
20 understanding that completing construction is expected to cost between \$750,000 to \$1  
21 million. Understanding whether your clients are capable of completing this project in  
22 the timeframe that both sides agreed was reasonable is not just generally relevant, but  
23 fundamental to this case.”

24 [Krastins Decl., ¶ 18 and Ex. P.]

25 Mr. Campen’s final email still contains no explanation of how the Chans’ personal  
26 finances and expenditures, or the “overall history of this project” are in any way germane to the  
27 whether there exist at the Subject Property the nuisance conditions alleged in the complaint.

28 [Krastins Decl., ¶ 19.]

1 Movants’ counsel’s hourly rate in matters of this nature is \$400 per hour. The cost of  
2 poring over business and other records over eight years, preparing Edward and Howard Chan  
3 for the depositions, travel time and a day’s worth of deposition testimony could easily exceed  
4 \$10,000. The costs and burdens of the depositions, as well as the intrusive violation of the  
5 Chans’ privacy rights, outweigh the possibility that the depositions will lead to discovery of  
6 admissible evidence germane to the City’s sole remaining claim. [Krastins Decl., ¶ 20.]

7 To date, City and its counsel give no indication that they are amenable to limiting their  
8 depositions to matters reasonably likely to lead to the discovery of admissible evidence relevant  
9 to the City’s sole claim, public nuisance, and to refrain from delving into the Chans’ finances.

10 [Krastins Decl., ¶ 21.]

1 **II. ARGUMENT: THIS MOTION SHOULD BE GRANTED BECAUSE THE**  
2 **BURDEN TO THE DEPONENTS CLEARLY OUTWEIGHS THE LIKELIHOOD**  
3 **THAT THE INFORMATION SOUGHT WILL LEAD TO THE DISCOVERY OF**  
4 **ADMISSIBLE EVIDENCE.**

5 **A. Legal standards for a Motion for Protective Order and relief sought.**

6 Code of Civil Procedure § 2025.420(a) states: “Before, during, or after a deposition, any  
7 party, any deponent, or any other affected natural person or organization may promptly move  
8 for a protective order. The motion shall be accompanied by a meet and confer declaration under  
9 Section 2016.040.” Subsection 2025.420(b) provides in relevant part: “The court, for good  
10 cause shown, may make any order that justice requires to protect any party, deponent, or other  
11 natural person or organization from unwarranted annoyance, embarrassment, or oppression, or  
12 undue burden and expense. This protective order may include, but is not limited to, one or more  
13 of the following directions: (1) That the deposition not be taken at all. . . (5) That the deposition  
14 be taken only on certain specified terms and conditions. . . . (9) That certain matters not be  
15 inquired into. (10) That the scope of the examination be limited to certain matters.”

16 CCP § 2017.020 provides “[t]he court shall limit the scope of discovery if it determines  
17 that the burden, expense, or intrusiveness of that discovery clearly outweighs the likelihood that  
18 the information sought will lead to the discovery of admissible evidence. The court may make  
19 this determination pursuant to a motion for protective order by a party or other affected person.”

20 Additionally, in order to compel production of documents, the requesting party must set  
21 forth “specific facts showing good cause justifying the production for inspection of any  
22 document, electronically stored information, or tangible thing described in the deposition  
23 notice.” (CCP § 2025.450(b)(1).)

24 Here, Movants request that (a) the Notices of Deposition directed to Edward Chan and  
25 Howard Chan be quashed and the depositions not be taken at all, or in the alternative, if the  
26 depositions are permitted, (b) the Court prevent Plaintiffs from inquiring into the personal or  
27 family finances of the putative deponents and other Chan defendants, and limit the scope of the  
28

1 depositions to matters relevant to whether conditions exist at the Subject Property in violation of  
2 the City's nuisance ordinances.

3 **B. Permitting the depositions as noticed would violate Movants' settled privacy**  
4 **rights under the California constitution.**

5 "The right to privacy under article I, section 1 of the California Constitution extends to  
6 one's confidential financial affairs. ... This right embraces confidential financial information in  
7 'whatever form it takes, whether that form be tax returns, checks, statements, or other account  
8 information.'" (*Overstock.com, Inc. v. Goldman Sachs Group, Inc.* (2014) 231 Cal.App.4th 471,  
9 503.) "Individuals have a legally recognized privacy interest in their personal financial  
10 information." (*International Federation of Professional & Technical Engineers, Local 21, AFL-*  
11 *CIO v. Superior Court* (2007) 42 Cal.4th 319, 330.) "In the face of an objection based on  
12 privacy, the party seeking discovery of the information must show that the information is  
13 "directly relevant" to a cause of action or defense, such that disclosure is "essential to the fair  
14 resolution of the lawsuit." (*Look v. Penovatz* (2019) 34 Cal.App.5th 61, 73.)

15 **1. Movants' financial condition and the state of their personal and family**  
16 **finances are not relevant to the Plaintiffs' sole strict liability nuisance claim.**

17 The deposition notices' document requests 15, 16, 18 and 19 read as follows:

18 **No. 15:** "All DOCUMENTS that evidence what PRODUCTS have been purchased  
19 RELATED TO or in furtherance of CONSTRUCTION at the PROPERTY since  
20 January 1, 2024.

21 **No. 16:** "All DOCUMENTS that evidence payment of any and all PRODUCTS that  
22 have been purchased RELATED TO or in furtherance of CONSTRUCTION at the  
23 PROPERTY."

24 **No. 18:** "All DOCUMENTS evidencing payment to any and all general contractors,  
25 sub-contractors, engineers, design professional and any other person or entity who  
26 provided services RELATED TO CONSTRUCTION at the PROPERTY from  
27 December 1, 2023 through the present.  
28

1           **No. 19:** “All DOCUMENTS evidencing the amount of FINANCIAL FUNDS  
2           currently available to YOU to pay for CONSTRUCTION costs RELATED TO the  
3           PROPERTY.”

4 In his meet/confer correspondence, Plaintiff City’s counsel insists that the Chans’ finances and  
5 payments relate to their ability to complete the project in accordance with the City’s desired  
6 timing and are therefore appropriate subjects of inquiry. However, under the City’s own legal  
7 analysis, the only showing Plaintiffs must make at trial is the existence at the Subject Property  
8 of specific code violations alleged in the First Amended Complaint. The state of the Chans’  
9 individual or family finances, thus, has no bearing on City’s claim and intruding into their  
10 finances would violate the Chans’ constitutional privacy interests.

11           In its Motion for Protective Order, the City explained its position as follows.

12           **“Designated Public Nuisances in this Case are Per Se Public Nuisances Subject  
13           to Strict Liability**

14           A nuisance per se is an object, substance, activity, or circumstance that is a nuisance  
15           at all times and under any circumstances, especially when it has been deemed a  
16           nuisance by statute, ordinance, or other law. (Citation omitted) *McCoy v. Gustafson*  
17           (2009) 180 Cal.App.4th 56, 110-11.) A plaintiff asserting a nuisance per se claim  
18           typically need only plead and prove that the defendant violated the statute  
19           establishing the nuisance. (*City of Claremont v. Kruse* (2009) 177 Cal.App.4th 1153,  
20           1166 (2009); *City of Costa Mesa v. Soffer* (1992) 11 Cal.App.4th 378, 382.) City  
21           legislative bodies are empowered by Government Code § 38771 to declare what  
22           conditions constitute a public nuisance. (*City of Bakersfield v. Miller* (1966) 64  
23           Cal.2d 93.) “[W]here the law expressly declares something to be a nuisance, then no  
24           inquiry beyond its existence need be made and in this sense its mere existence is said  
25           to be a nuisance per se... [b]ut, to rephrase the rule, to be considered a nuisance per  
26           se the object, substance, activity or circumstance at issue must be expressly declared  
27           to be a nuisance by its very existence by some applicable law.” (*People v. ConAgra*  
28           *Grocery Products Co.*, supra, 17 Cal.App.5th 51, 114; citing *Beck Development Co. v.*  
                  *Southern Pacific Transportation Co.* (1996) 44 Cal.App.4th 1160, 1206-1207.) “The  
                  fact that (a) defendants’ alleged misconduct consists of omission rather than  
                  affirmative actions does not preclude nuisance liability.” (*Birke v. Oakwood*  
                  *Worldwide* (2009) 169 Cal.App.4th 1540, 1552.) The Monterey Park Municipal Code  
                  specifically establishes that “any condition caused or permitted to exist in violation of  
                  any of the provisions of this code is a public nuisance and may be abated in  
                  accordance with this code.” (MPMC § 4.10.010.) And as case law establishes, *all that*  
                  *the City must establish here is that Defendants are maintaining a public nuisance per*  
                  *se.* “

(Emphasis added.)

                  According to the City’s own authorities, matters apart from the existence of the alleged  
                  nuisance condition are not relevant to the City’s claim. Therefore, inquiring into the Chans’  
                  finances, payments to third parties and similar matters are not reasonably calculated to lead to

1 the discovery of admissible evidence. Additionally, the depositions will cause undue burden,  
2 embarrassment and oppression because the putative deponents would be called upon to divulge  
3 the financial information of third parties, namely the other non-deponent Defendants.

4 Document demands 15, 16 and 18 similarly violate the Chans' financial privacy  
5 interests by demanding information about the Chans' financial expenditures and purchases and  
6 payments to contractors. The requests and the topic are also unduly burdensome because they  
7 would require the Chans to marshal years of business records which are not germane to whether  
8 the Subject Property is in violation of the City's nuisance code provisions.

9 The City is obligated to show that the information it seeks is "directly relevant" to a  
10 cause of action or defense, such that disclosure is "essential to the fair resolution of the lawsuit."  
11 (*Look v. Penovatz, supra*, 34 Cal.App.5th at 73.) The City cannot meet its burden with entirely  
12 conclusory declarations lacking in specificity, which is all that City counsel provided in his  
13 meet/confer correspondence. City failed to demonstrate that any of the discovery sought, or the  
14 topics upon which the putative deponents are to be deposed, are "directly relevant to a cause of  
15 action or defense" and that the disclosures sought are essential to a fair resolution of the lawsuit.  
16 This Motion, therefore, should be granted.

17 **2. The City's prospective inquiries into "The overall history of this project" in**  
18 **a search to "reveal motive, intent, knowledge, and/or pattern of conduct"**  
19 **are not reasonably likely to lead to the discovery of admissible evidence and**  
20 **are unduly burdensome and expensive.**

21 City's counsel also insists that City has the right to delve into "the overall history of the  
22 project" back to 2017. City propounded 21 document demands in its deposition notices, each of  
23 which track the demands to which the Chans already responded and objected in February and  
24 April 2025 and to which responses and objections the City took no issue. The document  
25 demands deal with matters not germane to City's case. For example, Demand No. 2 seeks: "All  
26 DOCUMENTS that reflect the hiring and retention of every CONTRACTOR that from 2017  
27 through the present has performed any CONSTRUCTION services related to the PROPERTY".  
28 Demands No. 6-12 demand all documents relating to the absence of construction activity from

1 2017 through 2024. Demand No. 20 seeks “[a]ll photographs of the PROPERTY taken by YOU  
2 since January 1, 2017, evidencing any and all activity RELATED TO construction.”

3 These requests, and the matters into which City’s counsel acknowledges he intends to  
4 delve, are not germane to the existence of code violations at the Subject Property, and therefore  
5 are not likely to lead to the discovery of admissible evidence. As set forth in the Edward Chan  
6 and Krastins Declarations, the document demands track demands that already were made and  
7 duly responded to in February and April 2025. Plaintiffs have 145 pages of documents which  
8 Edward and Howard Chan produced in response to that earlier discovery, and the objections  
9 they made to the remaining document requests.

10 To respond to City’s new document demands as written, which seek hundreds or  
11 possibly thousands more pages of documents, would take between 30 and 60 days labor by  
12 Edward and Howard Chan in tracking down and marshaling old business records, photographs  
13 and other items, some of which would require burdening their busy contractors. [Edward Chan  
14 Decl., ¶ 33-34.] This constitutes an undue and oppressive burden outweighing any legitimate  
15 benefit the City could derive from the depositions. Moreover, preparing for the depositions  
16 would require extensive and time-consuming review by counsel of voluminous documents  
17 spanning the history of the project from 2017 on, inquiring into actions long past and irrelevant  
18 now, addition to traveling to and attending the depositions This likely would result in additional  
19 attorneys’ fees of \$10,000 or more. [Chan Decl, ¶ 34; Krastins Decl., ¶ 20.]

20 As set forth in the multiple Chan Declarations filed since January 2025, active  
21 construction recommenced on July 9, 2025 and is continuing. The Chans, their licensed general  
22 contractor and subcontractors have been diligently working to complete the project. Whether  
23 code violations exist at the Subject Property is a question best directed to the City’s Code  
24 Compliance Officers, such as Rey Lozano, not to the Chans.

25  
26 **IV. CONCLUSION**

27 Because Plaintiffs seek to intrude into the Defendants’ private financial affairs in  
28 violation of Defendants’ privacy rights under the state and federal constitution, and saddle

1 Defendants with the needless and costly burden of providing information about matters not  
2 germane to Plaintiffs' sole remaining claim, this Court should grant this Motion and (1) quash  
3 the deposition notices to Edward Chan and Howard Chan, (2) stay the taking of those  
4 depositions, (3) issue a Protective Order either prohibiting the depositions of Defendants  
5 Edward Chan and Howard Chan, or in the alternative, limiting the scope of such depositions to  
6 the alleged existence at the Subject Property of nuisance conditions claimed in the First  
7 Amended Complaint, and the remediation thereof, and (4) prohibit Plaintiffs from questioning  
8 the deponents about their individual or family finances.

9  
10 Dated: August 7, 2025

LAW OFFICE OF ANDREW O. KRASTINS

11  
12 

13 By: \_\_\_\_\_  
14 Andrew O. Krastins,  
15 Attorney for Edward M. Chan, Howard Chan,  
16 Patricia Yu Chan and Man-Fei Chan Gold  
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**DECLARATION OF ANDREW O. KRASTINS**

I, Andrew O. Krastins, declare:

1. I am an attorney duly licensed to practice law in the State of California and am counsel of record for Edward M. Chan, Howard Chan, Patricia Yu Chan. and Man-Fei Chan Gold. I have personal knowledge of the facts set forth herein; as to those facts declared upon information and belief, I believe them to be true, and if called as a witness to testify, could and would competently do so.

2. I make this declaration pursuant to Code of Civil Procedure sections 2016.040 and 2025.420 in support of Defendants’ Motion for Protective Order.

3. In May 2024, my clients Edward and Howard Chan attended a meeting at the Monterey Park City Hall with City Building Official Dennis Tarango and other City staff. I arranged the meeting hoping that it would enable the City and the Chans to arrive at an amicable mutual understanding regarding the 795 W. Garvey Avenue (“Subject Property”) construction project. During the meeting, attorney Campen served the Chans with the City’s lawsuit (the present litigation). However, Campen stated that the purpose of the lawsuit was simply to spur completion of the project. He stated at that time that the City did not plan to conduct depositions.

4. On February 13, 2025, on my clients’ behalf, we served Edward M. Chan’s and Howard Chan’s responses to the City’s First Set of Special Interrogatories. The City’s Special Interrogatories Nos. 22 to 28 asked intrusive and improper questions about the Chans’ “FINANCIAL FUNDS,” which the City defined as “money available to pay for costs of CONSTRUCTION, whether in the form of credit, loans, cash, investments, savings or any other monetary resources.”

5. My office timely objected to these questions on February 13, 2025 because the Chans’ family and individual finances are private matters and are not related to the City’s lawsuit. Edward and Howard Chan’s mother, Elaine Chan, died in September 2024 and their father, Robert Chan, in November 2021. According to Edward Chan, his parents’ assets are being probated. Additionally, all of the Chan siblings hold partial interests in the Subject

1 Property and in their late parents' estate. The City's demand that they divulge information  
2 about their "FINANCIAL FUNDS" not only intrudes on the deponents' privacy, but also on the  
3 privacy interests of the other Chan family members. [See Exhibits B and C to the concurrently-  
4 filed Edward M. Chan Declaration.]

5 5. On April 28, 2025, my office served Edward M. Chan's and Howard Chan's  
6 responses to the City's Second Sets of Special Interrogatories. Again, the Chans fully answered  
7 the questions the City asked, with the exception of Special Interrogatories Nos. 40 and 41 which  
8 again asked for sensitive information pertaining to the Chans' finances, which have nothing to  
9 do with the City's lawsuit. [True and correct copies of Edward and Howard Chan's responses to  
10 the City's Second Sets of Special Interrogatories are attached to the Edward M. Chan  
11 Declaration as Exhibits D and E.]

12 6. By April 28, 2025, Edward and Howard Chan had served substantive responses  
13 to the City's First and Second Sets of Special Interrogatories, two sets of document requests and  
14 form interrogatories. The City's counsel gave no indication that these responses were in any  
15 way insufficient. The City's counsel did not request to meet and confer regarding the responses,  
16 either by telephone or in writing. The City did not seek to compel further or amended responses  
17 to any of the discovery.

18 7. On June 20, 2025, the City served its two deposition notices, which are the focus  
19 of the present Motion for Protective Order. Because of the projected delivery of the LID/MWS  
20 system at the Subject Property, both depositions were rescheduled for August 11, 2025.

21 8. I emailed City counsel Campen expressing surprise that the City intended to  
22 conduct depositions, notwithstanding Campen's statements to the contrary at the May 2024  
23 meeting. On June 23, 2025, Campen sent an email to counsel stating: "These depositions are a  
24 response to what the City considers to be wholly inadequate responses to written discovery by  
25 Edward and Howard Chan that were served last December, but received in May of this year by  
26 agreement." This was the first time that the City suggested it was dissatisfied with the responses  
27 it received – a full four months after the Chans served their responses to the first set of special  
28 interrogatories and other written discovery, and two months after they served their responses to

1 the City's second round of discovery. [A true and correct copy of the referenced email exchange  
2 is attached hereto as **Exhibit H.**]

3 9. My clients have strived to keep the City informed of the Subject Property  
4 project's developments. Prior to the July 24, 2025 CMC hearing, Edward Chan filed two  
5 Declarations in this Court detailing the progress and active construction work that was taking  
6 place at the site. During the CMC hearing, the Court set a trial date in September 2026 and  
7 noted Defendants' good faith work to complete the construction. Attorney Campen advised the  
8 Court that the City did not intend to take any immediate further action.

9 10. I again reviewed the two deposition notices and concluded that, under the  
10 circumstance, they constituted an undue burden and expense, and that Plaintiffs were again  
11 improperly seeking to delve into my clients' private financial affairs, as well as those of others.

12 11. On July 30, 2025, I sent Mr. Campen a meet/confer letter regarding the two  
13 deposition notices. In the letter, I explained that, according to the City itself, the City's nuisance  
14 claims are matters of strict liability in which the only matter before the court is whether the  
15 alleged public nuisance exists at the Subject Property. I explained that the Chans' subjective  
16 motivations, or financial ability to fund the project are not relevant to the City's case and have  
17 nothing to do with the issues set out in the operative complaint. I also explained that the City's  
18 announced intent to delve into matters dating back to 2017 was harassing and unduly  
19 burdensome because such matters do not bear on any question at issue. I asked that the City  
20 withdraw its two deposition notices. [A true and correct copy of my July 30, 2025 letter is  
21 attached hereto as **Exhibit I.**]

22 12. On August 4, 2025, City counsel Campen acknowledged that the City fully  
23 intended to delve into the Chans' finances, contending that the "City further maintains your  
24 clients' financial capacity to finish construction is absolutely relevant to the City's nuisance  
25 abatement enforcement efforts in this case and directly impacts if and how the City responds to  
26 the current state of the property." Campen, however, did not explain how this is so. Nor did  
27 Campen explain how delving into matters occurring in 2017 could reasonably lead to the  
28 discovery of evidence admissible and relevant to the City's sole remaining claim – whether the

1 Subject Property is now in violation of the City's nuisance ordinances. [A true and correct copy  
2 of Campen's August 4, 2025 email is attached hereto as **Exhibit J.**]

3 13. On August 4, 2025, I responded to counsel Campen's email as follows:

4 "The only remaining claim is the City's nuisance action. As to that claim, the  
5 City prays for: (1) That this Court declare the Property and structures at 795 W.  
6 Garvey Avenue, Monterey Park, California, to be a public nuisance, and that the  
7 Property be abated, without limitation, in accordance with MPMC Title 4 and  
8 Civil Code § 3479; (2) That Defendants be subject to temporary and preliminary  
9 injunctive relief as ordered by the Court to compel Defendants to abate in a  
10 timely manner all public nuisances on the Property located at 795 W. Garvey  
11 Avenue, Monterey Park, California, including, without limitation, completion of  
12 construction at the Property, and to maintain the Property free of public  
13 nuisances, in accordance with MPMC Title 4 and Civil Code § 3479 and (3) That  
14 Defendants be subject to permanent injunctive relief as ordered by the Court to  
15 compel Defendants to abate in a timely manner all public nuisances on the  
16 Property located at 795 W. Garvey Avenue, Monterey Park, California,  
17 including, without limitation, completion of construction at the Property, and to  
18 maintain the Property free of public nuisances, in accordance with MPMC Title 4  
19 and Civil Code § 3479.

20 There is nothing in the relief the City seeks or the facts it must prove at trial that  
21 has anything to do with the Chans' finances. You also know how long the  
22 permitting for the LID system took and the time it took for Santa Fe Water  
23 Systems to process the order and manufacture the unit. We have advised you that  
24 the Chans invite City staff to work directly with general contractor Vong and the  
25 Chans' other licensed subcontractors. One such meeting took place this morning  
26 with John L. Hunter and Associates. Mr. Vong gave Michele Kim his email and  
27 phone number and both stated they would be in contact as needed. Can you  
28 explain the City's need for the Chans' financial documents, how this overcomes  
their financial privacy rights and how the Chans' finances are germane to the sole  
remaining claim? Can you explain how the voluminous records you have  
demanded bears on whether the Subject Property, an active construction site,  
presently violates the City's nuisance ordinances, and why the City needs  
photographs and other documents dating from 2017 onward? Please advise."

[A true and correct copy of my August 4, 2025 email to counsel Campen is attached hereto as  
**Exhibit K.**]

14. In his August 4, 2025 response to the foregoing, counsel Campen again stated  
that the Chans' available capital and finances are relevant to the City's nuisance claim, stating  
that "the lack of access to sufficient capital remains the most plausible reason for the past and  
continuing delays in construction activity." Again, Campen did not explain how the Chans'  
finances were in any way relevant to proving the City's nuisance action or establishing  
entitlement to the remedies the City seeks. Campen gave no indication that he would refrain  
from delving into the Chans' private financial affairs, or would limit the depositions to matters

1 germane to the remaining issues in the case. [A true and correct copy of Mr. Campen's  
2 referenced email is attached hereto as **Exhibit L.**]

3 15. On August 5, 2025, I replied to counsel Campen's last email, again explaining  
4 that the City had not indicated how the Chans' private finances bear on whether there are  
5 nuisance conditions at the Subject Property in violation of code sections cited in the First  
6 Amended Complaint. I wrote as follows:

7 "You still have not explained, specifically, how the Chans' finances bear on the  
8 City's strict liability nuisance claim. Whether the Chans are flush with money or  
9 are paupers has nothing to do with the existence of nuisance conditions in  
10 violation of the various Code provisions cited in the FAC, nor with the injunctive  
11 relief the City seeks. Nor do events and documents dating to 2017 appear to have  
12 any bearing on the City's sole remaining claim. The same is true of documents  
13 evidencing payments to the Chans' many contractors. You have provided nothing  
14 to convince me otherwise. The Chans do not need "an opportunity to demonstrate  
15 their ability to finish construction in a timely manner." They are doing it as I  
16 write. You were cc'd on Michele Kim's email to Thomas Vong. My clients have  
17 actively encouraged City staff to freely contact Mr. Vong and other relevant  
18 contractors. Mr. Vong will answer staff's questions about the progress of  
19 construction."

20 [A true and correct copy of my August 5, 2025 email to Mr. Campen is attached hereto as  
21 **Exhibit M.**]

22 16. I followed up with an additional email to counsel Campen stating:

23 "Dear Mr. Campen:  
24 Unless you can confirm that you will not be delving into the Chans' finances  
25 under the guise of "FINANCIAL FUNDS" or inquire into payments made by the  
26 Chans to their contractors, and limit the deposition to the matters germane to the  
27 case -- namely, whether there presently exist nuisance conditions at the Subject  
28 Property and the abatement thereof, my clients will need to move for a protective  
order. Please advise."

[A true and correct copy of my second August 5, 2025 email to Mr. Campen is attached hereto  
as **Exhibit N.**]

17. On August 6, 2025, I wrote to counsel Campen as follows:

"I still do not understand how, specifically, the Chan family's finances or are  
germane to the City's strict liability nuisance claim or the remedies the City  
seeks. Neither do I see how matters occurring in 2017 are germane to the City's  
strict liability nuisance claim. I can understand that City officials might want to  
have a glimpse into my clients' private financial affairs for reasons presently  
known only to themselves, but I see absolutely no valid reason to subject my  
clients to such unwarranted and improper intrusions. Again, regarding the  
progress and completion of the project, my clients and I strongly encourage City  
staff to obtain the information the City needs from Mr. Vong and the

subcontractors.”

[A true and correct copy of Campen’s attached hereto as **Exhibit O.**]

18. Mr. Campen responded, in relevant part:

“Exploring the overall history of this project can also reveal motive, intent, knowledge, and/or pattern of conduct by your clients and those under their direction to understand the current delays and what to expect moving forward. It can reveal witness credibility issues prior and prior inconsistent statements. And, of course, understanding circumstances that got us here is also likely to lead to additional witnesses or evidence relevant to the People's case pertaining to case context, defenses, credibility determinations, etc. . . Again, you have asserted on several occasions defenses related to past and continuing delays in construction that you contend are attributable to others beyond your clients, including the City of Monterey Park and the City Attorney’s Office. This issue is ripe.

As for the ‘Chan’s family finances,’ as you describe it, I have no idea how this construction is being financed. I am simply trying to determine what the past, current and potential future delays in construction progress are attributable to. Lack of sufficient funding is among the top two or three reasons for construction delays generally, in addition to things like poor project planning and management. It is my understanding that completing construction is expected to cost between \$750,000 to \$1 million. Understanding whether your clients are capable of completing this project in the timeframe that both sides agreed was reasonable is not just generally relevant, but fundamental to this case.”

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

19. Mr. Campen’s final email contained still contained no explanation of how the Chans’ personal finances and expenditures, or the “overall history of this project” are in any way germane to the whether there exist at the Subject Property the nuisance conditions alleged in the First Amended Complaint.

20. My firm’s rate in matters of this nature is \$400 per hour. The cost of poring over business and other records over period of eight years, preparing my clients for the depositions, travel time and a day’s worth of deposition testimony could easily exceed \$10,000. I conclude that costs and the burdens of the depositions, as well as violation of the Chans’ privacy rights clearly outweigh the possibility that the depositions will lead to the discovery of admissible evidence germane to the City’s sole remaining claim.

21. To date, the City and its counsel have given no indication that they are amenable to limiting their deposition to matters reasonably likely to lead to the discovery of evidence relevant to the City’s sole remaining nuisance claim, and to refrain from delving into the Chans’

1 finances.

2 22. To date, I have received no confirmation from counsel Campen that the City's  
3 proposed depositions have been taken off calendar or narrowed.

4  
5 I declare under penalty of perjury under the laws of the State of California that the  
6 foregoing is true and correct to the best of my knowledge.

7  
8 Executed on August 7, 2025 at San Pedro, California.

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13 Andrew O. Krastins  
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**EXHIBIT H**

**EXHIBIT H**

RE: Electronic Service of Monterey Park's Notice of Deposition of Edward Chan - People/  
Monterey Park v. Robert Chan, et al., Case No. 24NNCV00087

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

To: akrastinslaw@aol.com

Cc: bjbickelfh@aol.com; acohen@cjbllp.com; tstephen@cjbllp.com; mahensley@bwslaw.com

Date: Monday, June 23, 2025 at 02:53 PM PDT

Dear All,

Regarding the deposition notices, I can issue amended subpoenas for either July 9, 10, 16, 17, or 18, 2025. If you could please let me know at your earliest convenience which of these dates are preferred and I will ensure all dates and references are correct on the amended subpoenas.

These depositions are a response to the what the City considers to be wholly inadequate responses to written discovery by Edward and Howard Chan that were served last December, but received in May of this year by agreement. The City is not able to put these depositions off any further than the proposed dates or attempt to resolve these deficiencies through meet and confer, given the delay already experienced. Plus, having these depositions *before* our CMC would obviously be beneficial to the Court regarding an update on construction progress.

Lastly, on May 23, 2025, general contractor Thomas Vong indicated crews would be on-site working within two weeks. The City is not privy to what construction activity has occurred since then as no inspections have been requested, but Mr. Vong knows, and by extension, so should Edward and Howard Chan. If Mr. Vong could please detail what he has done since May 23, that would be the best means for us all to gauge whether there are any "issues". Also, it is standard practice for general contractors to have a construction schedule for projects anywhere close to the scale of this project. Providing that as well is essential for us all to understand what to expect and whether things are on track.

- Tim

**Timothy E. Campen | Partner**

**Burke, Williams & Sorensen, LLP**

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

D 619.814.5810 | O 619.814.5800 | F 619.814.6799 | M 619.861.7707

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

**Sent:** Monday, June 23, 2025 1:51 PM

**To:** Campen, Timothy E. <TCampen@bwslaw.com>

**Cc:** Beverly Bickel <bjbickelfh@aol.com>

**Subject:** Re: Electronic Service of Monterey Park's Notice of Deposition of Edward Chan - People/Monterey Park v. Robert Chan, et al., Case No. 24NNCV00087

[EXTERNAL]

---

Dear Mr. Campen:

I am writing to follow up on the status of the project from the City's perspective. Are there any issues raised by staff that you are aware of that have come up since our meeting with Thomas Vong and City staff on May 21? If so, please feel free to contact me immediately. I am not aware of anything. But if you are, we would like to know so that they can be promptly addressed. As I recall, staff has been in direct contact with Santa Fe Water Systems and other relevant contractors. So if there is anything the Chans need to be aware of, please let us know.

I have reviewed the two deposition notices you served last Friday night. The Notices state that they have been set "pursuant to an agreement between the parties." I am not aware of such an agreement and I recall you stating at our April 2024 meeting that the City did *not* intend to take depositions. So they come as a surprise. In any event, July 11 is not convenient for me as I plan to be in Berkeley and the Bay area. It seems to me that we should assess the progress and inform the court at the July 24 case management conference. I suggest you set the depositions for the days following following the CMC, if the City still thinks they are necessary. That will give my clients a reasonable time to gather and provide documents as well..

Very truly yours,

Andrew O. Krastins

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On Friday, June 20, 2025 at 10:01:29 PM PDT, Campen, Timothy E. <[tcampen@bwslaw.com](mailto:tcampen@bwslaw.com)> wrote:

Please find attached Electronic Service of Monterey Park's Notice of Deposition of Edward Chan in the matter of People/Monterey Park v. Robert Chan, et al., Case No. 24NNCV00087.

Sincerely,

**Timothy E. Campen | Partner**

**Burke, Williams & Sorensen, LLP**

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

D 619.814.5810 | O 619.814.5800 | F 619.814.6799 | M 619.861.7707

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



**BURKE, WILLIAMS & SORENSEN, LLP**

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**EXHIBIT I**

**EXHIBIT I**

**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)

July 30, 2025

**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 depositions that your office recently noticed for August 11, 2025 and the notices' accompanying document demands. At the July 24, 2025 status conference, based on the submissions of my clients as well as your own representations, the Court suggested that the case be dismissed, and set a trial date in September 2026 with no scheduled intervening hearings.

The only remaining claim in your clients' operative complaint is for public nuisance based on alleged violations of the Monterey Park Municipal Code. The City itself stated in its now-defunct Motion for Preliminary Injunction that the strict liability standard applies and that all the City needs to prove the nuisance claim is the existence of the alleged nuisance. The nuisance claim, therefore, is not based on the Defendants' intentions, financial capacities, competence, incompetence, or any other factors apart from the purported existence of the alleged nuisance condition the plaintiffs are suing upon.

The core of the nuisance claim is that the Subject Property has been "permitted to remain in a state of incomplete construction". During the permitting process, knowing the issues involved, the City sent Mr. Lozano to the site so he could aver that he observed no construction taking place. But as you yourself advised the Court at the July 24, 2025 hearing, construction resumed on July 9, 2025. It is continuing apace as I write. Therefore, there appears no longer to be any basis for the City's allegation that the Chans are "permitting" the project to remain in a state of incomplete construction.

The City's document requests indicate that you plan to inquire into matters that violate my clients' rights to financial privacy. For example, Request No. 19 demands: "All DOCUMENTS evidencing the amount of FINANCIAL FUNDS currently available to YOU to

pay for CONSTRUCTION costs RELATED TO the PROPERTY.” Requests 16 and 18 seek “All DOCUMENTS” evidencing payment to the Chans’ vendors and contractors.

"The right to privacy under article I, section 1 of the California Constitution 'extends to one's confidential financial affairs.' ... This right embraces confidential financial information in 'whatever form it takes, whether that form be tax returns, checks, statements, or other account information.'" (*Overstock.com, Inc. v. Goldman Sachs Group, Inc.* (2014) 231 Cal.App.4th 471, 503.) "Individuals have a legally recognized privacy interest in their personal financial information." (*International Federation of Professional & Technical Engineers, Local 21, AFL-CIO v. Superior Court* (2007) 42 Cal.4th 319, 330.) "In the face of an objection based on privacy, the party seeking discovery of the information must show that the information is "directly relevant" to a cause of action or defense, such that disclosure is "essential to the fair resolution of the lawsuit." (*Look v. Penovatz*, (2019) 34 Cal.App.5th 61, 73.)

All the requests touching upon the Chans’ finances are not reasonably related to any issue in the case, are harassing, and are in violation the Chans’ financial privacy rights.

The specially defined terms in the document demands are so overbroad and vague that they render the demands unduly burdensome and harassing. Many requests indicate that you plan to delve into matters as far back as 2017 and are therefore unduly burdensome and oppressive, and seek items the City has long since obtained. These also can have no bearing on whether the public nuisance conditions alleged in the operative First Amended Complaint continue to exist.

When and whether the Chans retained their licensed general contractor, and documents relating thereto, similarly, are matters not germane to whether specific conditions at the Subject Property are in violation of the code sections alleged in the operative pleading. The City already possesses all the relevant documentation regarding the Chans’ licensed general contractors and other contractors.

City staff are free to obtain any information regarding the status and progress of construction directly from Mr. Vong and the various subcontractors. My clients invited City staff to do so. You yourself purported to prohibit my clients from contacting City staff regarding the Subject Property (based on your “plenary powers” as a deputy city attorney). Your rationale for this prohibition has always been that Edward and Howard Chan are too lacking in specialized knowledge of construction to act as “owner builders” or as their own “general contractor”.

Accordingly, I can see no legitimate basis to depose any of my clients, nor would any information that the City could glean from the depositions be germane to its sole remaining claim – that the Subject Property is in violation of municipal code sections alleged in the First Amended Complaint.

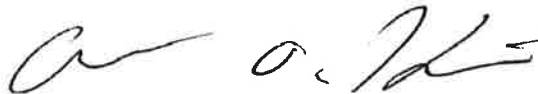
The tenor of the document requests, and thus the purpose of the intended information, appears to be to tarnish the Chans and to intrusively inquire into matters not germane to the case.

The City must set out specific facts showing good cause for each document sought. (C.C.P. § 2031.310.(b)(1)). Further, the Court, for good cause shown, may make any order that justice requires to protect any party, deponent, or other natural person or organization from unwarranted annoyance, embarrassment, or oppression, or undue burden and expense. (C.C.P. § 2025.420).

The Chans already have had to expend substantial monies to oppose the City's Motion for Preliminary Injunction, which the City then abandoned. Depositions are expensive and they are a waste of the parties' resources when the matters of inquiry are not germane to the case, especially when the deposing party already has the information sought or can readily obtain it elsewhere without burdening the defendants. Here, the burdens on Defendants clearly outweigh any reasonable and legitimate benefit to the City. (C.C.P. §§2017.020(a), 2019.030(a)).

Please confirm by the end of the business day on August 4, 2025 that the City will withdraw its deposition notices for Edward M. Chan and Howard M. Chan and will cancel the depositions. Otherwise, my clients intend to move promptly for a protective order. If you wish to discuss this matter further, I will be available in the mornings of August 1 and August 4.

Very truly yours,

A handwritten signature in black ink, appearing to read "Andrew O. Krastins". The signature is fluid and cursive, with a large initial "A" and "K".

Andrew O. Krastins

**EXHIBIT J**

**EXHIBIT J**

RE: People v. Chan: Scheduled depositions of Edward M. Chan and Howard M. Chan

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

To: akrastinslaw@aol.com; kberger@bwslaw.com; mahensley@bwslaw.com; acohen@cjbllp.com; tstephen@cjbllp.com; sjohnson@cjbllp.com

Cc: bjbickelfh@aol.com

Date: Monday, August 4, 2025 at 08:58 AM PDT

Dear Mr. Krastins,

This correspondence is in regard to your request to meet and confer dated July 30, 2025.

The City fully intends on proceeding with the depositions of Edward and Howard Chan as scheduled. Objections can be made on the record and preserved at that time. The City further maintains your clients' financial capacity to finish construction is *absolutely relevant* to the City's nuisance abatement enforcement efforts in this case and directly impacts if and how the City responds to the current state of the property.

City staff has been monitoring construction progress at the Property since the stakeholder's meeting on May 21, 2025, wherein your client promised to begin construction activity within two weeks (June 4). While some sporadic and incremental work regarding the LID system has been done over the last 2½ weeks, inexplicably nothing else has been done at the property in contradiction to the representations made. Repeated requests for a construction schedule (which is standard practice for a project of this nature) and explanation regarding construction progress remain unfulfilled. This, combined with what the City considers to be woefully inadequate and unresponsive written discovery responses, leaves these depositions as the only reasonable means left for the City to obtain a clear understanding as to your client's ability to timely complete construction.

Please let me know if you would like to have a phone call to further discuss these matters if you think that may be worthwhile. I am available Monday, August 4, 2025, after 1pm or Tuesday, August 5 after 3:30 p.m.

**Timothy E. Campen | Partner**

**Burke, Williams & Sorensen, LLP**

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

D 619.814.5810 | O 619.814.5800 | F 619.814.6799 | M 619.861.7707

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



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**EXHIBIT K**

**EXHIBIT K**

Re: People v. Chan: Scheduled depositions of Edward M. Chan and Howard M. Chan

From: Andrew O. Krastins, Esq. (akrastinslaw@aol.com)  
To: tcampen@bwslaw.com  
Cc: bjbickelfh@aol.com  
Bcc: edchan930@gmail.com; edchan930@hotmail.com  
Date: Monday, August 4, 2025 at 03:22 PM PDT

Dear Mr. Campen:

The only remaining claim is the City's nuisance action. As to that claim the City prays for: (1) That this Court declare the Property and structures at 795 W. Garvey Avenue, Monterey Park, California, to be a public nuisance, and that the Property be abated, without limitation, in accordance with MPMC Title 4 and Civil Code § 3479; (2) That Defendants be subject to temporary and preliminary injunctive relief as ordered by the Court to compel Defendants to abate in a timely manner all public nuisances on the Property located at 795 W. Garvey Avenue, Monterey Park, California, including, without limitation, completion of construction at the Property, and to maintain the Property free of public nuisances, in accordance with MPMC Title 4 and Civil Code § 3479 and (3) That Defendants be subject to permanent injunctive relief as ordered by the Court to compel Defendants to abate in a timely manner all public nuisances on the Property located at 795 W. Garvey Avenue, Monterey Park, California, including, without limitation, completion of construction at the Property, and to maintain the Property free of public nuisances, in accordance with MPMC Title 4 and Civil Code § 3479.

There is nothing in the relief the City seeks or the facts it must prove at trial that has anything to do with the Chans' finances. You also know how long the permitting for the LID system took and the time it took for Santa Fe Water Systems to process the order and manufacture the unit. We have advised you that the Chans *invite* City staff to work directly with general contractor Vuong and the Chans' other licensed subcontractors. One such meeting took place this morning with John L. Hunger and Associates. Mr. Vuong gave Michele Kim his email and phone number and both stated they would be in contact as needed. Can you explain the City's need for the Chans' financial documents, how this overcomes their financial privacy rights and how the Chans' finances are germane to the sole remaining claim? Can you explain how the voluminous records you have demanded bears on whether the Subject Property, an active construction site, presently violates the City's nuisance ordinances, and why the City needs photographs and other documents dating from 2017 onward? Please advise.

Very truly yours,  
Andrew O. Krastins

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**EXHIBIT L**

**EXHIBIT L**

RE: People v. Chan: Scheduled depositions of Edward M. Chan and Howard M. Chan

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

To: akrastinslaw@aol.com

Cc: bjbickelfh@aol.com; acohen@cjbllp.com; tstephen@cjbllp.com; mahensley@bwslaw.com

Date: Monday, August 4, 2025 at 05:59 PM PDT

Mr. Krastins,

I respectfully disagree. The primary nuisance of the property is it remaining in a state of partial construction that has dragged on for so many years now. The ability of your clients to finish construction in a timely manner requires capital. This project was approved in 2017. In fact, the LID plans were first approved in 2017 as well, only to be revised at least twice now in search of less expensive alternatives. Based on my review of the totality of this case and all the information available to me, the lack of access to sufficient capital remains the most plausible reason for the past and continuing delays in construction activity. Whether your clients have sufficient capital to finish construction within a reasonable amount of time has a direct impact on what abatement remedies are available and appropriate. In addition, you and your clients have repeatedly asserted various reasons for delays in response to the City's enforcement efforts, which I fully expect you would also do at trial if it gets that far. As such, it is highly relevant.

Of course, I am sensitive to privacy concerns over your clients' finances. The requested financial information is tailored specifically to provide your clients with the opportunity to demonstrate their ability to finish construction in a timely manner. I am not looking to delve into anything beyond that. I don't know what types of records your clients have to demonstrate financial capacity, but I am certainly willing to discuss any proposals you may have towards achieving that goal while minimizing privacy concerns.

Regarding the LID system installation particularly, Santa Fe Water Systems has been ready to obtain and fabricate the components since January when the plans were approved, but no order was placed until June. Regardless, the LID system is not a reason for the lack of any construction activity on the rest of the property, such as the sewer system connection, HVAC and mechanical, removing junk and debris from the interior, finishing the interior so it ready for tenants, and so on. You will recall from May 21 that Mr. Vong was ready to get crews out immediately to work on these items and saw no issues with either labor or supplies. Please also understand that every day the property is not finished with construction is a new violation of the MPMC subject to enforcement. Construction activity in itself is not abatement of the public nuisance; finishing construction is abatement.

It is my hope that these depositions will, among other things, shed light on the actual reasons for the project's delays, the ability of your clients to finish it, and the basis of their projected timing of finishing it. Again, all highly relevant to the underlying public nuisance cause of action and remedies in response to the same.

Sincerely,

**Timothy E. Campen | Partner**

**Burke, Williams & Sorensen, LLP**

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

D 619.814.5810 | O 619.814.5800 | F 619.814.6799 | M 619.861.7707

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

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**From:** Andrew O. Krastins, Esq. <akrastinslaw@aol.com>  
**Sent:** Monday, August 4, 2025 3:23 PM  
**To:** Campen, Timothy E. <TCampen@bwslaw.com>  
**Cc:** Beverly Bickel <bjbickelfh@aol.com>  
**Subject:** Re: People v. Chan: Scheduled depositions of Edward M. Chan and Howard M. Chan

[EXTERNAL]

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Dear Mr. Campen:

The only remaining claim is the City's nuisance action. As to that claim the City prays for: (1) That this Court declare the Property and structures at 795 W. Garvey Avenue,

Monterey Park, California, to be a public nuisance, and that the Property be abated, without limitation, in accordance with MPMC Title 4 and Civil Code § 3479; (2) That Defendants be subject to temporary and preliminary injunctive relief as ordered by the Court to compel Defendants to abate in a timely manner all public nuisances on the Property located at 795 W. Garvey Avenue, Monterey Park, California, including, without limitation, completion of construction at the Property, and to maintain the Property free of public nuisances, in accordance with MPMC Title 4 and Civil Code § 3479 and (3) That Defendants be subject to permanent injunctive relief as ordered by the Court to compel Defendants to abate in a timely manner all public nuisances on the Property located at 795 W. Garvey Avenue, Monterey Park, California, including, without limitation, completion of construction at the Property, and to maintain the Property free of public nuisances, in accordance with MPMC Title 4 and Civil Code § 3479.

There is nothing in the relief the City seeks or the facts it must prove at trial that has anything to do with the Chans' finances. You also know how long the permitting for the LID system took and the time it took for Santa Fe Water Systems to process the order and manufacture the unit. We have advised you that the Chans *invite* City staff to work directly with general contractor Vuong and the Chans' other licensed subcontractors. One such meeting took place this morning with John L. Hunger and Associates. Mr. Vuong gave Michele Kim his email and phone number and both stated they would be in contact as needed. Can you explain the City's need for the Chans' financial documents, how this overcomes their financial privacy rights and how the Chans' finances are germane to the sole remaining claim? Can you explain how the voluminous records you have demanded bears on whether the Subject Property, an active construction site, presently violates the City's nuisance ordinances, and why the City needs photographs and other documents dating from 2017 onward? Please advise.

Very truly yours,

Andrew O. Krastins

**EXHIBIT M**

**EXHIBIT M**

Re: People v. Chan: Scheduled depositions of Edward M. Chan and Howard M. Chan

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

To: tcampen@bwslaw.com

Date: Tuesday, August 5, 2025 at 04:03 PM PDT

Dear Mr. Campen:

You still have not explained, specifically, how the Chans' finances bear on the City's strict liability nuisance claim. Whether the Chans are flush with money or are paupers has nothing to do with the existence of nuisance conditions in violation of the various Code provisions cited in the FAC, nor with the injunctive relief the City seeks. Nor do events and documents dating to 2017 appear to have any bearing on the City's sole remaining claim. The same is true of documents evidencing payments to the Chans' many contractors. You have provided nothing to convince me otherwise. The Chans do not need "an opportunity to demonstrate their ability to finish construction in a timely manner." They are doing it as I write. You were cc'd on Michele Kim's email to Thomas Vong. My clients have actively encouraged City staff to freely contact Mr. Vong and other relevant contractors. Mr. Vong will answer staff's questions about the progress of construction.

Very truly yours,  
Andrew O. Krastins

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On Monday, August 4, 2025 at 05:59:29 PM PDT, Campen, Timothy E. <tcampen@bwslaw.com> wrote:

Mr. Krastins,

I respectfully disagree. The primary nuisance of the property is it remaining in a state of partial construction that has dragged on for so many years now. The ability of your clients to finish construction in a timely manner requires capital. This project was approved in 2017. In fact, the LID plans were first approved in 2017 as well, only to be revised at least twice now in search of less expensive alternatives. Based on my review of the totality of this case and all the information available to me, the lack of access to sufficient capital remains the most plausible reason for the past and continuing delays in construction activity. Whether your clients have sufficient capital to finish construction within a reasonable amount of time has a direct impact on what abatement remedies

are available and appropriate. In addition, you and your clients have repeatedly asserted various reasons for delays in response to the City's enforcement efforts, which I fully expect you would also do at trial if it gets that far. As such, it is highly relevant.

Of course, I am sensitive to privacy concerns over your clients' finances. The requested financial information is tailored specifically to provide your clients with the opportunity to demonstrate their ability to finish construction in a timely manner. I am not looking to delve into anything beyond that. I don't know what types of records your clients have to demonstrate financial capacity, but I am certainly willing to discuss any proposals you may have towards achieving that goal while minimizing privacy concerns.

Regarding the LID system installation particularly, Santa Fe Water Systems has been ready to obtain and fabricate the components since January when the plans were approved, but no order was placed until June. Regardless, the LID system is not a reason for the lack of any construction activity on the rest of the property, such as the sewer system connection, HVAC and mechanical, removing junk and debris from the interior, finishing the interior so it is ready for tenants, and so on. You will recall from May 21 that Mr. Vong was ready to get crews out immediately to work on these items and saw no issues with either labor or supplies. Please also understand that every day the property is not finished with construction is a new violation of the MPMC subject to enforcement. Construction activity in itself is not abatement of the public nuisance; finishing construction is abatement.

It is my hope that these depositions will, among other things, shed light on the actual reasons for the project's delays, the ability of your clients to finish it, and the basis of their projected timing of finishing it. Again, all highly relevant to the underlying public nuisance cause of action and remedies in response to the same.

Sincerely,

**Timothy E. Campen | Partner**

**Burke, Williams & Sorensen, LLP**

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

D 619.814.5810 | O 619.814.5800 | F 619.814.6799 | M 619.861.7707

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



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**EXHIBIT N**

**EXHIBIT N**

## Further meet and confer re depositions

From: Andrew O. Krastins, Esq. (akrastinslaw@aol.com)  
To: tcampen@bwslaw.com  
Cc: acohen@cjbllp.com; tstephen@cjbllp.com; bjbickelfh@aol.com  
Bcc: edchan930@gmail.com; edchan930@hotmail.com  
Date: Tuesday, August 5, 2025 at 04:31 PM PDT

Dear Mr. Campen:

Unless you can confirm that you **will not** be delving into the Chans' finances under the guise of "FINANCIAL FUNDS" or inquire into payments made by the Chans to their contractors, **and** limit the deposition to the matters germane to the case -- namely, whether there presently exist nuisance conditions at the Subject Property and the abatement thereof, my clients will need to move for a protective order. Please advise.

Very truly yours,  
Andrew O. Krastins

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**EXHIBIT O**

**EXHIBIT O**

## Re: Further meet and confer re depositions

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

To: tcampen@bwslaw.com

Cc: bjbickelfh@aol.com

Date: Wednesday, August 6, 2025 at 09:36 AM PDT

Dear Mr. Campen:

I still do not understand how, *specifically*, the Chan family's finances or are germane to the City's strict liability nuisance claim or the remedies the City seeks. Neither do I see how matters occurring in 2017 are germane to the City's strict liability nuisance claim. I can understand that City officials might want to have a glimpse into my clients' private financial affairs for reasons presently known only to themselves, but I see absolutely no valid reason to subject my clients to such unwarranted and improper intrusions. Again, regarding the progress and completion of the project, my clients and I strongly encourage City staff to obtain the information the City needs from Mr. Vong and the subcontractors.

Very truly yours,  
Andrew O. Krastins

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On Tuesday, August 5, 2025 at 08:54:06 PM PDT, Campen, Timothy E. <tcampen@bwslaw.com> wrote:

Mr. Krastins,

Yesterday, I stated in response to your concerns regarding providing information on your clients' capacity to fund construction that "I am certainly willing to discuss any proposals you may have towards achieving that goal while minimizing privacy concerns." Because I am not privy to what types of records or information this would involve, I am in no position to offer any specific solutions that both sides can live with. I was inviting you to use this as an opportunity to try to work this out.

Further, I first served this deposition notice some seven weeks ago on June 20, yet I am hearing of your bringing a motion for protective order before the Court (presumably by *ex parte* application) now, to be heard at best just two court days before the deposition that was already rescheduled at your request. This could and should have been brought as a proper noticed motion, and I suspect you may find it an uphill battle arguing otherwise before the court.

I have demonstrated why financial ability to complete construction in a timely manner is highly

relevant to this case. I remain willing to work with you to explore ways to minimize your client's privacy concerns while being fully responsive to my inquiry regarding your clients demonstrating whether they are able to fund **timely** completion by the end of the year, just as both your clients' general contractor and the City's Building Official agreed back on May 21 was a reasonable timeframe.

Sincerely,

**Timothy E. Campen | Partner**

**Burke, Williams & Sorensen, LLP**

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

D 619.814.5810 | O 619.814.5800 | F 619.814.6799 | M 619.861.7707

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



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**From:** Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>

**Sent:** Tuesday, August 5, 2025 4:31 PM

**To:** Campen, Timothy E. <[TCampen@bwslaw.com](mailto:TCampen@bwslaw.com)>

**Cc:** Allan Cohen <[acohen@cjbllp.com](mailto:acohen@cjbllp.com)>; Taylor Stephen <[tstephen@cjbllp.com](mailto:tstephen@cjbllp.com)>; Beverly Bickel <[bjbickelfh@aol.com](mailto:bjbickelfh@aol.com)>

**Subject:** Further meet and confer re depositions

[EXTERNAL]

---

Dear Mr. Campen:

Unless you can confirm that you **will not** be delving into the Chans' finances under the guise of "FINANCIAL FUNDS" or inquire into payments made by the Chans to their contractors, **and** limit the deposition to the matters germane to the case -- namely, whether there presently exist nuisance conditions at the Subject Property and the abatement thereof, my clients will need to move for a protective order. Please advise.

Very truly yours,

Andrew O. Krastins

nuisance abatement enforcement efforts in this case and directly impacts if and how the City responds to the current state of the property.

City staff has been monitoring construction progress at the Property since the stakeholder's meeting on May 21, 2025, wherein your client promised to begin construction activity within two weeks (June 4). While some sporadic and incremental work regarding the LID system has been done over the last 2½ weeks, inexplicably nothing else has been done at the property in contradiction to the representations made. Repeated requests for a construction schedule (which is standard practice for a project of this nature) and explanation regarding construction progress remain unfulfilled. This, combined with what the City considers to be woefully inadequate and unresponsive written discovery responses, leaves these depositions as the only reasonable means left for the City to obtain a clear understanding as to your client's ability to timely complete construction.

Please let me know if you would like to have a phone call to further discuss these matters if you think that may be worthwhile. I am available Monday, August 4, 2025, after 1pm or Tuesday, August 5 after 3:30 p.m.

**Timothy E. Campen | Partner**

**Burke, Williams & Sorensen, LLP**

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

D 619.814.5810 | O 619.814.5800 | F 619.814.6799 | M 619.861.7707

[tcampen@bwsllp.com](mailto:tcampen@bwsllp.com) | [vCard](#) | [Bio](#) | [bwsllp.com](http://bwsllp.com)



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**From:** Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>

**Sent:** Wednesday, July 30, 2025 1:30 PM

**To:** Berger, Karl H. <[KBerger@bwsllp.com](mailto:KBerger@bwsllp.com)>; Campen, Timothy E. <[TCampen@bwsllp.com](mailto:TCampen@bwsllp.com)>; Hensley, Mary E. <[MaHensley@bwsllp.com](mailto:MaHensley@bwsllp.com)>; Allan Cohen <[acohen@cjbllp.com](mailto:acohen@cjbllp.com)>; Taylor Stephen <[tstephen@cjbllp.com](mailto:tstephen@cjbllp.com)>; Stuart Johnson <[sjohnson@cjbllp.com](mailto:sjohnson@cjbllp.com)>

**Cc:** Beverly Bickel <[bjbickelfh@aol.com](mailto:bjbickelfh@aol.com)>

**EXHIBIT P**

**EXHIBIT P**

RE: Further meet and confer re depositions

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

To: akrastinslaw@aol.com

Cc: bjbickelfh@aol.com; acohen@cjbllp.com; tstephen@cjbllp.com; mahensley@bwslaw.com

Date: Wednesday, August 6, 2025 at 01:59 PM PDT

Mr. Krastins,

I believe I've already given you my response to these questions, but perhaps wording it a little differently might be helpful.

While there is a current and continuing public nuisance at the property, the history of this continuing public nuisance is relevant to, and without limitation, understanding the context of the current delays, anticipated completion, and your clients' defenses in the case.

Exploring the overall history of this project can also reveal motive, intent, knowledge, and/or pattern of conduct by your clients and those under their direction to understand the current delays and what to expect moving forward. It can reveal witness credibility issues prior and prior inconsistent statements. And, of course, understanding circumstances that got us here is also likely to lead to additional witnesses or evidence relevant to the People's case pertaining to case context, defenses, credibility determinations, etc. Again, you have asserted on several occasions defenses related to past and continuing delays in construction that you contend are attributable to others beyond your clients, including the City of Monterey Park and the City Attorney's Office. This issue is ripe.

As for the "Chan's family finances," as you describe it, I have no idea how this construction is being financed. I am simply trying to determine what the past, current and potential future delays in construction progress are attributable to. Lack of sufficient funding is among the top two or three reasons for construction delays generally, in addition to things like poor project planning and management. It is my understanding that completing construction is expected to cost between \$750,000 to \$1 million. Understanding whether your clients are capable of completing this project in the timeframe that both sides agreed was reasonable is not just generally relevant, but fundamental to this case.

I don't know if, how, or to what extent the "Chan's family finances" fit into this project, and it is not my intention to pry unnecessarily into private financial information, especially anything unrelated to this project. As I've stated several times now, I remain open and available to exploring options that will allow me to fully understand and verify your clients' ability to timely finish construction while taking into consideration your client's privacy concerns to the extent practicable. Because I do not know anything about how this is being financed or what kinds of records may be involved, I invite you and your clients to propose options for consideration that can satisfy our respective objectives.

Sincerely,

Timothy E. Campen | Partner

**Burke, Williams & Sorensen, LLP**

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

D 619.814.5810 | O 619.814.5800 | F 619.814.6799 | M 619.861.7707

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



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**From:** Andrew O. Krastins, Esq. <[akrastinslaw@aol.com](mailto:akrastinslaw@aol.com)>  
**Sent:** Wednesday, August 6, 2025 9:37 AM  
**To:** Campen, Timothy E. <[TCampen@bwslaw.com](mailto:TCampen@bwslaw.com)>  
**Cc:** Beverly Bickel <[bjbickelfh@aol.com](mailto:bjbickelfh@aol.com)>  
**Subject:** Re: Further meet and confer re depositions

[EXTERNAL]

---

Dear Mr. Campen:

I still do not understand how, *specifically*, the Chan family's finances or are germane to the City's strict liability nuisance claim or the remedies the City seeks. Neither do I see how matters occurring in 2017 are germane to the City's strict liability nuisance claim. I can understand that City officials might want to have a glimpse into my clients' private financial affairs for reasons presently known only to themselves, but I see absolutely no valid reason to subject my clients to such unwarranted and improper intrusions. Again, regarding the progress and completion of the project, my clients and I strongly encourage City staff to obtain the information the City needs from Mr. Vong and the subcontractors.

Very truly yours,

Andrew O. Krastins

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## Court Reservation Receipt

### Reservation

Reservation ID:  
908607844145

Reservation Type:  
Motion for Protective Order

Case Number:  
24NNCV00087

Filing Party:  
EDWARD M. CHAN (Defendant)

Date/Time:  
October 16th 2026, 8:30AM

Status:  
RESERVED

Number of Motions:  
1

Case Title:  
THE PEOPLE OF THE STATE OF CALIFORNIA, BY AND THROUGH THE CITY ATTORNEY FOR THE CITY OF MONTEREY PARK, et al. vs ROBERT CHAN, et al.

Location:  
Glendale Courthouse - Department E

Confirmation Code:  
CR-TFYDQEBN2DQHQE4SL

### Fees

Description	Fee	Qty	Amount
Motion for Protective Order	0.00	1	0.00
TOTAL			\$0.00

### Payment

Amount:  
\$0.00

Type:  
NOFEE

[← Back to Main](#)

Print Page

**EVIDENCE ITEM 22**

Exhibit 22

**EVIDENCE ITEM 21**

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,  
County of Los Angeles  
8/07/2025 6:48 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Oliva, Deputy Clerk

Attorneys for Defendants, Edward M. Chan,  
Edward M. Chan as Trustee of the Chan  
Family Living Trust, Howard Chan,  
Man-Fei Chan Gold and Patricia Yu Chan

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

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

13 Plaintiffs,

14 v.

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

16 Defendants.

CASE NO.: 24NNCV00087

**DECLARATION OF DEFENDANT  
EDWARD M. CHAN IN SUPPORT OF  
MOTION TO QUASH NOTICES OF  
DEPOSITION, STAY THE TAKING OF  
DEPOSITIONS BY PLAINTIFFS, AND  
FOR A PROTECTIVE ORDER AS TO  
THE DEPOSITIONS OR LIMITING THE  
SCOPE OF THE DEPOSITIONS OF  
DEFENDANTS EDWARD M. CHAN AND  
HOWARD CHAN**

17 AND RELATED CROSS-COMPLAINTS

**Date: October 16, 2025**  
**Time: 8:30 A.M.**  
**Dept.: E**  
**Judge: The Hon. Ashfaq Chowdhury**

**Reservation # 908607844145**

Action Filed : March 7, 2024  
1<sup>st</sup> Am Complaint : August 23, 2024  
Trial Date : Sept. 21, 2026

23 I, Edward Chan, declare as follows:

24 1. I am over eighteen years of age and am a Defendant in this action. If called as a  
25 witness, I could and would testify to the following facts from my own personal knowledge.

26 2. I am the son of Robert Chan and Elaine Chan. Defendant Patricia Chan is my wife;  
27 Man Fei Chan Gold is my sister. Defendants Howard Chan and Raymond Man-Shu Chan are my  
28 brothers. My family owns the lot at 795 W. Garvey Avenue in Monterey Park, California, located

1 at the northeast corner of Atlantic Blvd. and Garvey Avenue (“Subject Property”). The Subject  
2 Property is part of a traditional 1960s-era commercial shopping center owned by my family,  
3 except for the 99 Ranch supermarket and that market’s parking area which are not owned by my  
4 family.

5 3. I make this Declaration in support of Defendants’ Motion for Protective Order  
6 and to provide the Court with objective verified information about the current status, recent  
7 developments, and progress toward completion of construction at my family’s commercial  
8 property at 795 W. Garvey Avenue in Monterey Park, California.

9 4. The largest obstacle to completing the project has been the LID underground tank  
10 required by state and local environmental regulations. Because of the specific contours of the  
11 Subject Property and other technical factors, the design, approval and permitting of the LID tank  
12 took up more than a year, moving through the approval process of the relevant City departments  
13 and the City’s off-site contractors such as Transtech.

14 5. I respectfully submit to the Court this update regarding the progress so  
15 far. Since my last two Declarations re Status which I filed in June of this year, the following  
16 progress has been made.

17 6. As of the date of this Declaration, all of the chambers for the LID system have  
18 been installed.

19 7. In the past week, City staff were personally present at the Subject Property at least  
20 three times to monitor the ongoing construction. During one of those visits, a City building  
21 inspector advised us that we had to work directly with John L. Hunter Associates, the City’s  
22 environmental consultant.

23 8. In May 2024, City Building Official Dennis Tarango (an employee of Transtech, a  
24 private consulting firm), expressly instructed my brother and me to work directly with Hunter &  
25 Associates. However, when we did so, I received a harsh email from another Transtech  
26 employee, Interim City Engineer Ziad Mazboudi, directing us to not contact Hunter & Associates  
27 and to instead communicate only with City staff. On September 9, 2024, deputy City Attorney  
28 Campen wrote to my legal counsel to the effect that we were not to communicate directly with

1 John L. Hunter. In January 2025, the City filed a Motion for Preliminary Injunction which was  
2 very costly for us to oppose. At the hearing, the City withdrew its motion.

3 9. On the morning of August 4, 2025, Thomas Vong, our licensed general  
4 contractor and I met at the construction site with Michele Kim, a planner from Hunter &  
5 Associates, for an initial inspection of the LID work so far. Also attending were Nan Tran and  
6 Ashley Morales, who I understand are City staff. Together, we viewed and discussed the ongoing  
7 construction. In my presence, Mr. Vong provided Ms. Kim with his telephone number and email  
8 address. Both stated that they will be in communication as needed. Ms. Kim a did not indicate in  
9 any way that the project was not progressing properly or that there was any other problem.

10 10. That evening, Ms. Kim sent an email to Mr. Vong, attaching her inspection report.  
11 The report states that the LID components installed so far are in accordance with the plans and  
12 that the site is free of trash, debris, and standing water. As per Ms. Kim's email, Mr. Vong will  
13 contact Ms. Kim when the sump pump is ready for inspection by Ms. Kim. Additionally, Kim  
14 advised that once the Modular Wetland System is completed, Mr. Vong will need to request an  
15 inspection by the Activation Manager from the company that manufactured the unit. To my  
16 knowledge, Mr. Vong and our subcontractors are meticulously proceeding in accordance with  
17 guidance from City staff and Hunter & Associates. [True and correct copies of Michele Kim's  
18 August 4, 2025 email and report are attached hereto as **Exhibit A.**]

19 11. Our licensed subcontractors are in the process of filling in the excavations with  
20 gravel. This is more complicated than just dumping the gravel and dirt back into the hole with a  
21 dump truck or bulldozer. Because of the nature of the multiple LID components, various liners  
22 must be inserted first, requiring a slow stepwise procedure. This is evidenced by the reference to  
23 "backfill of the detention system (gravel, geotextile fabric)" in Ms. Kim's August 4, 2025 email  
24 (Exhibit A).

25 12. Once the LID installation is complete, our subcontractors will re-grade the whole  
26 area in preparation for installing the electrical system. This will be done by Southern California  
27 Edison and cannot be begun until all digging and grading are complete. This is necessary to  
28 ensure that workers do not interfere with Edison-installed electrical lines and equipment.

1           13.     On July 30, 2025, our concrete contractor, MOA Concrete, Inc., submitted its  
2 application, street traffic plan, and a copy of its contractor's license to the City. When the City  
3 approves the application, we will begin work on the sidewalks.

4           14.     From Mr. Campen's August 4, 2025 email to our attorneys, which I reviewed, Mr.  
5 Campen appears to believe that all the remaining portions of the project can be worked on at  
6 once. This is not true. The Subject Property is a small corner lot within a busy shopping center  
7 on a main commercial intersection. The lot is simply too small to permit, for example, the  
8 simultaneous presence of the equipment needed to work on all aspects of the project at once.

9           15.     Because of the numerous underground pipes involved, Mr. Vong determined that  
10 the sewer system should be installed after the LID system is complete.

11           16.     The project is progressing in strict accordance with the professional judgment of  
12 Mr. Vong, with direct supervision by City staff and the City's own contractors. I have expressly  
13 encouraged City staff to work with Mr. Vong and our other contractors directly so that City staff  
14 can obtain their information directly from the persons most knowledgeable of construction  
15 matters.

16           17.     I reviewed the City's deposition notices which are addressed to myself and to my  
17 brother, Howard Chan.

18           18.     My family owns a number of commercial properties in Los Angeles and Orange  
19 Counties. These require our oversight and maintenance. Additionally, I am an active participant  
20 in the direction of Eastern International Bank, which was founded by my family and is located in  
21 the shopping center adjacent to the Subject Property. Management and oversight of our family  
22 businesses is a full-time matter.

23           19.     On February 13, 2025, Howard Chan and I served our responses to the City's First  
24 Set of Special Interrogatories. In these, the City asked about the project in detail, going back to  
25 2017. We provided detailed answers to most of the City's questions, including the identity of  
26 contractors, the reasons for project delays, and other similar questions. The City never advised us  
27 or our attorney that these answers were insufficient in any way. [True and correct copies of my  
28

1 responses and Howard Chan's responses to the City's First Set of Special Interrogatories to are  
2 attached hereto as **Exhibits B and C** respectively.]

3 20. The City's Special Interrogatories Nos. 22 - 28 asked intrusive questions about my  
4 family's "FINANCIAL FUNDS," which the City defined as "money available to pay for costs of  
5 CONSTRUCTION, whether in the form of credit, loans, cash, investments, savings or any other  
6 monetary resources." My brother Howard and I objected to these questions because my family's  
7 finances are a private matter and are not related to the City's lawsuit. Our mother passed away in  
8 September 2024. Our father passed away in November 2021. Their assets are being probated.  
9 Additionally, my siblings and I all hold partial interests in the Subject Property and in our late  
10 parents' estate. The City's demand that I divulge information about "FINANCIAL FUNDS" not  
11 only intrudes on my and my brother Howard's privacy, but also on the privacy interest of my  
12 sister Fei and my brother Raymond.

13 21. On April 28, 2025, my brother Howard and I served our responses to the City's  
14 Second Sets of Special Interrogatories. Again, we fully answered the questions the City asked,  
15 with the exception of Special Interrogatories with the exception of Nos. 40 and 41, which again  
16 asked for sensitive information pertaining to my family's finances that have nothing to do with  
17 the City's lawsuit. [True and correct copies of my and my brother Howard's responses to the  
18 City's Second Sets of Special Interrogatories are attached hereto as **Exhibits D and E.**]

19 22. Along with the Special Interrogatories attached here as Exhibits B to E, the City  
20 served 14 document requests on myself and 14 document requests on my brother Howard Chan,  
21 each of which reference one of the Special Interrogatories, being in the format "Please provide all  
22 DOCUMENTS listed in YOUR response to SPECIAL INTERROGATORY No. [number]". We  
23 responded to the document requests on April 28, 2025 and we each produced 145 pages of  
24 responsive documents shortly thereafter.

25 23. The document requests in the City's new deposition notices mirror the document  
26 requests to which we responded on April 28, 2025. In other words, the City is now repeating the  
27 same document requests that they made earlier this year, asking for the same documents that we  
28

1 already either produced to the City or justifiably objected to on grounds of privacy and lack of  
2 relevancy.

3 24. To my knowledge, the City did not ask for any additional responses to its written  
4 discovery, or state that the responses were insufficient and would have to be supplemented. The  
5 City did not challenge our privacy-based or relevancy-based objections of April 2025. As can be  
6 seen from Exhibits B through E, the Special Interrogatories alone cover the entire history of the  
7 project, from our remediation of the former gas station site up to the time our discovery responses  
8 were served this year.

9 25. The City's new deposition notices set the two depositions for August 11, 2025.  
10 We also received a notice that the deposition location had been changed from the City library,  
11 which is a few blocks away from the Subject Property, to the downtown Los Angeles offices of  
12 Burke, Williams & Sorensen, the City's contract law firm for city attorney services. [True and  
13 correct copies of the deposition notices are attached hereto as **Exhibits F and G** respectively.]

14 26. From the City's prior written discovery, I know that the City is attempting to  
15 obtain information about my and my family's financial affairs, which have no bearing on the  
16 litigation here, which concerns whether the Subject Property is being maintained in violation of  
17 City ordinances, or whether the City is entitled to an injunction based on the current status of  
18 construction at the Subject Property.

19 27. For example, the City deposition notices' document request No. 19 demands that  
20 we produce "All DOCUMENTS evidencing the amount of FINANCIAL FUNDS currently  
21 available to YOU to PAY for CONSTRUCTION costs RELATED to the PROPERTY." The  
22 term "FINANCIAL FUNDS", as defined in the deposition notice, "means money or means  
23 RELATED TO payment for any CONSTRUCTION or PRODUCTS at the PROPERTY". We  
24 already objected to this request for our financial records back in April 2025, and the City never  
25 sought to compel us to produce them.

26 28. The document requests accompanying the City deposition notices also ask for  
27 payment records and other financial records exchanged between us and our numerous contractors,  
28 and for records going back to 2017 which have, to the best of my understanding, no relationship

1 to any issue remaining in this case. They cover the same ground as the discovery requests to  
2 which my brother and I responded in February and April 2025, and were objected to at that time.  
3 Complying with them would cause my family and I to incur needless expense.

4 29. The documents the City is asking for now, in its deposition notices, were already  
5 provided in response to discovery, except for the financial and payment record requests that, as  
6 described above, we justifiably objected to as intrusive of our privacy and neither relevant nor  
7 calculated to lead to the discovery of admissible evidence. These document demands in the  
8 deposition notices ask for the very same documents as we already responded to in April, and are  
9 therefore duplicative of that earlier discovery for no good reason.

10 30 My brother and I have pro-actively encouraged City staff to work with our  
11 licensed general contractor and our subcontractors directly. Neither my brother nor I are general  
12 contractors and we have never acted as such. Our knowledge of construction matters is merely  
13 that of diligent commercial-property owners, and we have never maintained otherwise.

14 31. The most efficient way for the City to obtain accurate and up-to-date information  
15 about progress toward completion, or any other issue about the project, is to work directly with  
16 Mr. Vong and our subcontractors. From my review of correspondence, I understand that Deputy  
17 City Attorney Campen has been demanding a “construction schedule” from Mr. Vong, evidently  
18 to set out exact dates to Mr. Campen’s satisfaction. This is simply not the way a construction  
19 project works. Mr. Vong must deal with the contingencies of the real world, including the  
20 coordination of numerous subcontractors, the availability of labor, and other factors. The project  
21 now is in the hands of Mr. Vong and will be completed in accordance with his best professional  
22 judgment as soon as possible. Again, we have affirmatively encouraged City staff to contact Mr.  
23 Vong directly. Mr. Vong is in the best position to answer the City’s questions.

24 32. The City’s lawsuit already has caused us to spend substantial time and money  
25 which would have been more productively allocated to completing the project.

26 33. I reviewed both deposition notices and the document demands carefully. The City  
27 is asking my brother Howard and me to round up years of old receipts, checks, plans,  
28 photographs, business records, and records which we would probably have to get from the many


1 contractors we have used over the years for various purposes. I believe that to provide the City  
2 with all the documents it is demanding would take me, and my brother Howard, 30 to 60 days of  
3 work. This would be time taken away from overseeing the 7 Leaves project to completion and  
4 would require us to needlessly burden third parties, in particular the workers and contractors who  
5 are bringing the project to completion.

6 34. For my brother and me to spend a full day in deposition would also take us away  
7 from other pressing obligations without any conceivable substantial benefit to the City. Similarly,  
8 locating and gathering eight years of construction, planning, financial and other documents that  
9 the deposition notice demands would require us locate, gather, and provide records the City  
10 already has and doesn't need, and which are not reasonably related to any remaining issue in the  
11 City's lawsuit. I estimate that the depositions would cause us to incur an additional \$10,000 or  
12 more in legal costs.

13 35. Additionally, the City deposition notices' document demands would require us to  
14 burden our busy contractors with needless tasks, thereby hindering completion of the project.

15  
16 I declare under penalty of perjury, under the laws of the State of California that the  
17 foregoing is, to the best of my knowledge, true and correct.

18  
19 Executed on 8/7, 2025 at South Pasadena, California.

20  
21   
22 Edward Chan

**EXHIBIT A**

**EXHIBIT A**

Fwd: 795 W Garvey Ave - LID Inspection report

From: **Michelle Kim** <[mkim@jlha.net](mailto:mkim@jlha.net)>

Date: Mon, Aug 4, 2025, 7:48 PM

Subject: 795 W Garvey Ave - LID Inspection report

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

Cc: Ziad Mazboudi <[zmazboudi@montereypark.ca.gov](mailto:zmazboudi@montereypark.ca.gov)>, Campen, Timothy E. <[TCampen@bwslaw.com](mailto:TCampen@bwslaw.com)>, Tran, Nam <[ntran@montereypark.ca.gov](mailto:ntran@montereypark.ca.gov)>, Morales, Ashley <[asmorales@montereypark.ca.gov](mailto:asmorales@montereypark.ca.gov)>

Hi Thomas,

Attached is the report for today's inspection at [795 W Garvey Ave](#). Please send photos when you can of the backfill of the detention system (gravel, geotextile fabric). Also, please be sure to contact me when the Modular Wetland System (MWS) and sump pumps are ready for inspection. The sump pumps will need to be tested with running water for functionality.

One note about the MWS:

You'll need to contact the manufacturer's Activation Manager (contact below) and request an inspection. Once completed and BMP installation approved by them, they will provide an activation/inspection report with a product warranty certificate. You will need to email this to me prior to our inspection in the future.

The Activation Manager's contact info is below:

**Dean Hill**

Activation Manager

Contech Engineered Solutions a Quikrete Company

(760) 203-5078

[dean.hill@conteches.com](mailto:dean.hill@conteches.com)

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](mailto:mkim@jlha.net)

mobile: (562) 623-5101



Two-Unit Commercial Building\_08\_04\_25.pdf

768 kB

# City of Monterey Park Stormwater Program:

## Post Construction Verification Inspection Report

Site Information	
Project Name: Two-Unit Commercial Building	
Address: 795 W Garvey Ave, Monterey Park, CA 91754, USA	Project Type: Commercial
Ownership: Private	Plan Approval Date: 3/12/2025
Contact Name: Thomas Vong (Solidway Construction, Inc.)	Contact Phone: (626) 616-2552
Contact Email: tom@solidwayconstruction.com	Inspection Type: Verification
Inspector: Michelle Kim	Date: 8/4/2025
BMP(s) in Approved Plan: MWS with upstream detention	

Inspection Results		
General Site Conditions		Notes
1) Storm drain signage/stenciling in place?	Not Available During Time of Inspection	
2) Conveyance mechanisms in place (e.g. area drains, catch basins, trench drains)?	Not Available During Time of Inspection	
3) Roof drains/downspouts in place?	Not Available During Time of Inspection	
4) Landscaping in place?	Not Available During Time of Inspection	
5) Sump pumps installed and proven operable?	Not Available During Time of Inspection	
6) Filter inserts installed?	N/A	
Prinsco Hydrostor HS290 Detention Chambers		Notes
1) Connection or inlet to BMP in place?	Yes	See comments below
2) Location, depth, dimensions, and capacity per plan?	Yes	
3) Overflow mechanism installed?	No	See comments below
4) Underdrain installed?	Yes	
5) Vegetation, mulch, and media layer installed?	N/A	
6) Free of trash, debris, standing water?	Yes	
7) Manufacturer warranty/certification provided (proprietary only)?	N/A	
Comments & Corrective Actions (if required)		
<p>Installation of some structural stormwater quality devices have been verified and deemed in conformance with the approved project plans. Additional verification inspections for the project are required.</p> <p>Only the detention system was available for inspection and appeared to be installed according to the approved plans. It was communicated to the contractor to provide photo documentation of the backfill process to include gravel and the final geotextile wrap. Separately, photos of the inlet drain basin will need to be provided that shows all the pipe connections. Future inspections will be required for the MWS biofiltration BMP and two sump pumps. The pumps will need to be tested to prove functionality.</p>		



**EXHIBIT B**

**EXHIBIT B**

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**

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

**OBJECTIONS AND RESPONSES TO  
PLAINTIFF CITY OF MONTEREY  
PARK'S SPECIAL INTERROGATORIES  
TO DEFENDANT EDWARD M. CHAN  
(SET ONE)**

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

23 PROPOUNDING PARTY: PLAINTIFF CITY OF MONTEREY PARK  
24  
25 RESPONDING PARTY: EDWARD M. CHAN  
26  
27 SET NUMBER: ONE  
28

1 Pursuant to Code of Civil Procedure section 2030.210 *et seq.*, Defendant Edward M. Chan  
2 hereby objects and responds to Plaintiff CITY OF MONTEREY PARK's (hereafter "Propounding  
3 Party") Special Interrogatories, Set One ("Special Interrogatories") as follows:

4 **PRELIMINARY STATEMENT**

5 Responding Party has not fully completed his investigation of the facts relating to this case,  
6 discovery in this action or preparation for trial. All of the responses contained herein are based  
7 only upon such information and documents as are presently available to, and specifically known to  
8 the Responding Party. It is anticipated that further discovery, independent investigation, legal  
9 research, and analysis will supply additional facts, which may, in turn, clarify and add meaning to  
10 known facts as well as establish entirely new factual matters, all of which will lead to substantial  
11 additions to, changes in, and variations from the contentions and responses herein set forth.

12 The following responses are given without prejudice to Responding Party's right to  
13 produce evidence of any subsequently discovered fact or facts, witnesses, or information which  
14 this Responding Party may later recall or to produce any subsequently obtained documents or  
15 other tangible things. Responding Party accordingly reserves the right to change any and all  
16 responses herein as additional facts are ascertained, analyses are made, legal research is  
17 completed, and contentions are formulated. The responses contained herein are made in a good  
18 faith effort to supply as much factual information and as much specification of legal contentions as  
19 is presently known but should in no way be to the prejudice of this Responding Party in relation to  
20 further discovery, research, or analysis. Discovery is continuing.

21 This preliminary statement is incorporated into each and every response set forth below.

22 **GENERAL OBJECTIONS**

23 Responding Party generally objects to the Special Interrogatories on the following  
24 grounds, each of which is incorporated into the responses to the individual Special Interrogatories  
25 below. All responses set forth herein are subject to and without waiver of any of these General  
26 Objections.

27 1. Responding Party objects to the Special Interrogatories to the extent they would  
28

1 impose an obligation on Responding Party outside the Local Civil Rules of the Superior Court of  
2 the State of California for the County of Los Angeles–North Central Division and other statutes,  
3 rules, guidelines, or common law.

4       2.       Responding Party objects to the Special Interrogatories to the extent they seek or  
5 require the disclosure of information that is protected from discovery by the attorney-client  
6 privilege, the attorney work product doctrine, the joint prosecution or common interest privilege,  
7 the right to privacy, proprietary rights, or any other applicable privilege or immunity. Such  
8 production as may hereafter occur pursuant to the Special Interrogatories shall not include any  
9 information protected by such privileges or doctrines. Inadvertent production of any information  
10 protected by an applicable privilege or doctrine is not intended to constitute, and shall not  
11 constitute, a waiver in whole or in part of any applicable privilege, protection, immunity, doctrine,  
12 or objection.

13       3.       Responding Party objects to the Special Interrogatories to the extent they seek  
14 information that is beyond the scope of permissible discovery.

15       4.       Responding Party objects to the Special Interrogatories to the extent that they seek  
16 information which is not within Responding Party’s possession, custody, or control.

17       5.       Responding Party objects to the Special Interrogatories to the extent they are overly  
18 broad as to time and/or scope.

19       6.       Responding Party objects to the Special Interrogatories to the extent they seek  
20 information that can be found by Propounding Party in the pleadings in this or any other action.

21       7.       Responding Party objects to the Special Interrogatories to the extent they require  
22 Responding Party to make legal conclusions.

23       8.       Responding Party objects to the Special Interrogatories insofar as they are vague,  
24 ambiguous, harassing, or unduly burdensome.

25       9.       Responding Party objects to the Special Interrogatories to the extent that the  
26 discovery sought is unreasonably cumulative, duplicative, or disproportionate.

27       10.       Responding Party objects to the Special Interrogatories insofar as they seek  
28

1 information that is irrelevant to any claim, defense, or subject matter of the litigation or is not  
2 reasonably calculated to lead to the discovery of admissible evidence.

3 11. Responding Party objects to the Special Interrogatories to the extent they fail to  
4 state with particularity the information to be provided.

5 12. Responding Party objects to the Special Interrogatories to the extent they constitute  
6 contention discovery that is premature at this stage of the litigation and is invasive of the attorney  
7 work product doctrine.

8 13. Responding Party objects to the Special Interrogatories to the extent they  
9 prematurely seek information related to experts, expert testimony, or opinion at a time when no  
10 experts have been designated and/or when the Court has not yet determined a date for expert  
11 discovery.

12 14. Responding Party objects to each Interrogatory to the extent it calls for a legal  
13 opinion and/or conclusion.

14 15. Responding Party objects to each Interrogatory to the extent it is compound,  
15 conjunctive, or disjunctive.

16 16. In providing information in response to the Special Interrogatories, Responding  
17 Party does not in any way waive, or intend to waive, but rather intends to preserve and is  
18 preserving:

19 (a) all objections as to competency, relevancy, materiality, and/or  
20 admissibility of any Interrogatory, the responses, and their subject matter;

21 (b) all objections as to vagueness, ambiguity, or other infirmity in the  
22 form of the Interrogatory, any objections based on undue burden imposed by the  
23 Interrogatories and each individual Interrogatory contained therein;

24 (c) all rights to object on any ground to the use of any of the  
25 information in any subsequent proceedings, including the trial of this or any other action;

26 (d) the right to supplement responses to the Interrogatories; and

27 (e) any and all privileges and rights under the applicable Local Civil  
28

1 Rules of the Superior Court of the State of California for the County of Los Angeles-North  
2 Central Division and other statutes, rules, guidelines, or common law;

3 (f) the right to amend, modify and supplement these responses should  
4 additional discovery warrant such amendment, modification, or supplementation.

5 17. The following specific responses are subject to and limited by these General  
6 Objections. By setting forth specific objections, Responding Party does not intend to limit or  
7 restrict these General Objections. Responding Party incorporates these General Objections into  
8 his responses to each of the Special Interrogatories. To the extent that Responding Party objects to  
9 the Special Interrogatories, any stated objections are not waived by providing responses. In  
10 addition, the inadvertent disclosure of privileged information shall not constitute a waiver of any  
11 applicable privilege. Responding Party also expressly preserves the right to object to further  
12 discovery, to the subject matter of the Special Interrogatories and to the introduction of any of  
13 these responses or any portion thereof into evidence in this action.

14 **OBJECTIONS & RESPONSES TO SPECIAL INTERROGATORIES**

15 **SPECIAL INTERROGATORY NO. 1:**

16 State in complete detail any and all certifications YOU possess in construction. For purposes of this  
17 and other interrogatories, YOU means Defendant Edward Chan.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

19 Subject to and without waiving any foregoing objections, Responding Party responds as  
20 follows:

21 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
22 the undefined term “in complete detail”.

23 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
24 to the discovery of relevant, admissible evidence because the undefined term “in complete detail”  
25 appears to require something beyond “in detail” which Propounding Party does not explain.

26 Without waiving the foregoing, Responding Party responds as follows: Responding Party  
27 has an interest in the property that is the subject of this litigation. Responding Party has never  
28

1 contended he possesses certifications in construction. Responding Party has never acted as a  
2 construction worker, or as a construction contractor, general or otherwise. Construction work is  
3 performed through the general contractor and other licensed professionals retained for the project.  
4

5 **SPECIAL INTERROGATORY NO. 2:**

6 State in complete detail any and all experience YOU have in CONSTRUCTION PROJECT  
7 MANAGEMENT. For purposes of this interrogatory, CONSTRUCTION PROJECT  
8 MANAGEMENT means and includes, without limitation, any of the following: work with a  
9 construction management company; work as or with a general contractor; work as or with a sub-  
10 contractor; or construction-related work in any form.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

12 Subject to and without waiving any foregoing objections, Responding Party responds as  
13 follows:

14 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
15 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain as to the  
16 applicable time period.

17 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
18 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
19 detail” appears to require something beyond “in detail” which Propounding Party does not  
20 explain; (2) the operative complaint does not mention either construction project management or  
21 construction management; (3) to specially define “CONSTRUCTION PROJECT  
22 MANAGEMENT” as “without limitation, . . . work with a construction management company,  
23 work as or with a general contractor, work as or with a sub-contractor, or construction-related  
24 work in any form” renders the term so all-inclusive as to be meaningless; and (4) it implies,  
25 falsely, that communicating with a construction management company, a general contractor, or a  
26 sub-contractor is “experience . . . in” construction project management.

27 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
28

1 for reasons explained above. It is also overbroad as to the (unstated) time period.

2 Without waiving the foregoing, Responding Party responds as follows: Responding Party  
3 has an interest in the property that is the subject of this litigation. Responding Party has never  
4 contended he possesses certifications in construction. Responding Party has never acted as a  
5 construction worker, or as a construction contractor, general or otherwise. Construction work is  
6 performed through the general contractor and other licensed professionals retained for the project.  
7 Responding Party has never “worked with” a construction management company in any capacity as  
8 an employee, or as an individual performing construction-related professional services in tandem  
9 with a “construction management company” or general contractor. Defendants retain such persons  
10 to perform work on the project and Defendants’ other properties.

11  
12 **SPECIAL INTERROGATORY NO. 3:**

13 IDENTIFY all persons with personal knowledge as to the hiring and retention of every  
14 CONTRACTOR that from 2017 through the present has performed any CONSTRUCTION related  
15 services to the PROPERTY. For purposes of this and other interrogatories herein: the term  
16 CONTRACTOR means any general contractor; subcontractor, laborer, architect, engineer, or  
17 designer, regardless of any licensing or certification; the term CONSTRUCTION means any work  
18 that includes, without limitation, building, grading, installing, painting, improving, constructing,  
19 demolishing, designing, evaluating, advising, or planning RELATED TO any building plans for the  
20 PROPERTY approved by the City of Monterey Park since 2017; the term “IDENTIFY” regarding  
21 any persons means to provide a person’s full name, professional title or job position, address, and  
22 telephone number.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

24 Subject to and without waiving any foregoing objections, Responding Party responds as  
25 follows:

26 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
27 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
28

1 capitalized, and therefore specially defined, term “RELATED TO” is not defined. This  
2 interrogatory is also vague, ambiguous, and uncertain because it defines “CONSTRUCTION” as  
3 “any work that includes, without limitation, building, grading, installing, painting, improving,  
4 constructing, demolishing, designing, evaluating, advising, or planning RELATED TO any  
5 building plans for the PROPERTY”, rendering the term so all-inclusive as to be meaningless.

6         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
7 to the discovery of relevant, admissible evidence because (1) the capitalized term “RELATED  
8 TO” is left undefined; (2) the undefined term “in complete detail” appears to require something  
9 beyond “in detail” which Propounding Party does not explain; and (3) to specially define  
10 “CONSTRUCTION” as “any work that includes, without limitation, building, grading, installing,  
11 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
12 RELATED TO any building plans for the PROPERTY” renders the term so all-inclusive as to be  
13 meaningless.

14         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
15 for reasons explained above and also because “CONTRACTOR” is specially defined very broadly  
16 to even include laborers of any kind and those with any employer or no employer. It is also  
17 overbroad as to time.

18         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
19 and harassing because it requires Responding Party to identify any “CONTRACTOR” (as that  
20 term is specially and broadly defined) who performed any “CONSTRUCTION related services”,  
21 whatever that may mean, any time over the last eight years.

22         Without waiving the foregoing, Responding Party responds as follows: Construction had not  
23 yet begun in 2017. Contractors working on the project include:

- 24 • The general contractor for the subject construction project since November of 2023, Joven  
25 Construction Services Inc. aka Joven Engineering and Construction (“Joven”). The president  
26 of Joven is Mr. Joven Lactaoen. A Joven employee who interacted with Propounding Party  
27 regarding the construction during 2023-2024 is Janelle Simmons. Joven’s website,  
28

1 <https://jovensconstructionandengineering.com/>, lists its contact information, including business  
2 addresses and telephone numbers.

- 3 • Patrick Chiu & Associates, the project architect. Mr. Patrick Chiu has worked on the subject  
4 construction project. Mr. Chiu's business address is 320 Clary Ave, San Gabriel, CA; telephone  
5 number is (626) 308-9983.
- 6 • Cal Land Engineering & Associates, Inc., the project's contractor for complex issues relating to  
7 underground work required by California and Monterey Park environmental regulations. Cal  
8 Land is a geotechnical engineering firm headquartered in Brea, California. Ray Ronquillo is a  
9 Project Manager at Cal Land. The company's website is <http://web.callandeng.com/> ; its address  
10 is 576 E Lambert Road, Brea, CA 92821; telephone number is (714) 671-1050.
- 11 • Perfect Design & Engineering, a licensed mechanical engineering firm. Raymond Zhong is its  
12 President. The company is located at 2416 W. Valley Blvd, Alhambra, CA 91803; telephone  
13 number is (626) 289-8808.
- 14 • Santa Fe Water Systems (SFWS), a water piping equipment distributor and water treatment  
15 system company. Chris Lindsey is its lead stormwater design engineer, and is a California  
16 licensed professional Civil engineer. The company is located at 10244 Freeman Ave, Santa Fe  
17 Springs, CA 90670; its website is <https://sfwsystems.com/> ; its telephone number is (562) 777-  
18 9724.
- 19 • TE Construction and Electrical, Inc. was the original general contractor on the subject  
20 construction project, that we retained in 2018. The company address, as listed with the  
21 California Secretary of State, is 12745 St James Place, Baldwin Park, CA 91706. Rudy Liang  
22 (aka Rui Liang) was the company's representative at the time we retained him; his business  
23 email address was [teconstructionandelectrical@gmail.com](mailto:teconstructionandelectrical@gmail.com); his telephone number (626) 236-  
24 6673.
- 25 • American Civil Guy aka American Civil Construction was a concrete contractor that we  
26 previously used. Its owner at the time was James Knecht, whose email address was  
27 [Americancivilguy@gmail.com](mailto:Americancivilguy@gmail.com), and telephone number (760) 508-2867.

- 1 • Ramos Concrete was a concrete company that we previously used. Its owner at the time was  
2 Phil Ramos, whose telephone number was (626) 831-2599.

3  
4 **SPECIAL INTERROGATORY NO. 4:**

5 State in complete detail what responsibilities YOU have regarding CONSTRUCTION on the  
6 PROPERTY from January 1, 2024 to the present.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

8 Subject to and without waiving any foregoing objections, Responding Party responds as  
9 follows:

10 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
11 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
12 provided definition of “CONSTRUCTION” as “work that includes, without limitation, building,  
13 grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising  
14 or planning RELATED TO any building plans for the PROPERTY”, renders the term so all-  
15 inclusive as to be meaningless.

16 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
17 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
18 detail” appears to require something beyond “in detail” which Propounding Party does not  
19 explain; (2) the capitalized term “RELATED TO” (within the provided definition of  
20 “CONSTRUCTION”) is left undefined; and (3) to specially define “CONSTRUCTION” as “work  
21 that includes, without limitation, building, grading, installing, painting, improving, constructing,  
22 demolishing, designing, evaluating, advising or planning RELATED TO any building plans for  
23 the PROPERTY” renders the term so all-inclusive as to be meaningless.

24 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
25 for reasons explained above.

26 Without waiving the foregoing, Responding Party responds as follows: Responding Party  
27 has no “responsibilities” regarding actual construction on the PROPERTY. Responding Party is  
28

1 one of the property owners. Responding Party monitors the work being performed by the various  
2 contractors and professionals, and facilitates communication as requested.

3  
4 **SPECIAL INTERROGATORY NO. 5:**

5 State in complete detail all responsibilities YOU have had RELATING TO CONSTRUCTION on  
6 the PROPERTY for the years 2020 through 2023.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

8 Subject to and without waiving any foregoing objections, Responding Party responds as  
9 follows:

10 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
11 the undefined terms “in complete detail” and “RELATING TO”. It is also vague, ambiguous, and  
12 uncertain because the provided definition of “CONSTRUCTION” as “work that includes, without  
13 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
14 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”, renders  
15 the term so all-inclusive as to be meaningless.

16 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
17 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
18 detail” appears to require something beyond “in detail” which Propounding Party does not  
19 explain; (2) the capitalized terms “RELATED TO” (within the provided definition of  
20 “CONSTRUCTION”) and ‘RELATING TO’ are left undefined; and (3) to specially define  
21 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
22 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
23 RELATED TO any building plans for the PROPERTY” renders the term so all-inclusive as to be  
24 meaningless.

25 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
26 for reasons explained above.

27 Without waiving the foregoing, Responding Party responds as follows: During the time  
28

1 period indicated, Responding Party had no “responsibilities” regarding actual construction on the  
2 PROPERTY. Responding Party is one of the property owners. Responding Party, as a property  
3 owner, monitored the work being performed by the various contractors and professionals, oversaw  
4 the work in order to see whether it is going forward, and facilitated communication as requested.

5  
6 **SPECIAL INTERROGATORY NO. 6:**

7 State in complete detail all responsibilities YOU have had RELATING TO CONSTRUCTION on  
8 the PROPERTY for the years 2017 through 2019.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

10 Subject to and without waiving any foregoing objections, Responding Party responds as  
11 follows:

12 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
13 the undefined terms “in complete detail” and ‘RELATING TO’. It is also vague, ambiguous, and  
14 uncertain because the provided definition of “CONSTRUCTION” as “work that includes, without  
15 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
16 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”, renders  
17 the term so all-inclusive as to be meaningless.

18 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
19 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
20 detail” appears to require something beyond “in detail” which Propounding Party does not  
21 explain; (2) the capitalized terms “RELATED TO” (within the provided definition of  
22 “CONSTRUCTION”) and ‘RELATING TO’ are left undefined; (3) to specially define  
23 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
24 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
25 RELATED TO any building plans for the PROPERTY” renders the term so all-inclusive as to be  
26 meaningless; and (4) the indicated time period ended five years ago and is therefore unrelated to  
27 the current status of the subject construction project or the Complaint’s causes of action against

28

1 Defendants.

2 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
3 for reasons explained above.

4 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
5 and harassing because it requires Responding Party to recall, going back eight years before now,  
6 any "CONSTRUCTION" (as specially and broadly defined) in order to state his responsibilities in  
7 that long-ago period.

8 Without waiving the foregoing, Responding Party responds as follows: Construction had  
9 not yet begun in 2017. During the time period indicated, Responding Party had no  
10 "responsibilities" regarding actual construction on the PROPERTY. Responding Party is one of  
11 the property owners. Responding Party, as a property owner, monitored the work being performed  
12 by the various contractors and professionals, and facilitated communication as requested.  
13

14  
15 **SPECIAL INTERROGATORY NO. 7:**

16 IDENTIFY any and all licensed general contractors retained since 2017 to the present RELATED  
17 TO CONSTRUCTION on the PROPERTY.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

19 Subject to and without waiving any foregoing objections, Responding Party responds as  
20 follows:

21 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
22 because the capitalized, and therefore specially defined, terms "IDENTIFY" and "RELATED TO"  
23 are not defined. This interrogatory is also vague, ambiguous, and uncertain because the definition  
24 provided for "CONSTRUCTION" is "work that includes, without limitation, building, grading,  
25 installing, painting, improving, constructing, demolishing, designing, evaluating, advising or  
26 planning RELATED TO any building plans for the PROPERTY", rendering the word so all-  
27 inclusive as to be meaningless.

28

1            Responding Party further objects that this interrogatory is not reasonably calculated to lead  
2 to the discovery of relevant, admissible evidence because (1) the capitalized terms “IDENTIFY”  
3 and “RELATED TO” are left undefined; and (2) to specially define “CONSTRUCTION” as  
4 “work that includes, without limitation, building, grading, installing, painting, improving,  
5 constructing, demolishing, designing, evaluating, advising or planning RELATED TO any  
6 building plans for the PROPERTY” renders the word so all-inclusive as to be meaningless.

7            Responding Party further objects that this interrogatory is overbroad as to subject matter,  
8 for reasons explained above. It is also overbroad as to time.

9            Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
10 and harassing because it requires Responding Party to look back eight years for any “licensed  
11 general contractors retained . . . RELATED TO CONSTRUCTION on the Property” (whatever  
12 that may mean).

13            Without waiving the foregoing, Responding Party responds as follows: Construction had not  
14 yet begun in 2017. Contractors working on the project include:

- 15 • The *general* contractor for the subject construction project since November of 2023, Joven  
16 Construction Services Inc. aka Joven Engineering and Construction (“Joven”). The president  
17 of Joven is Mr. Joven Lactaoen. A Joven employee who interacted with Propounding Party  
18 regarding the construction during 2023-2024 is Janelle Simmons. Joven’s website,  
19 <https://jovensconstructionandengineering.com/>, lists its contact information, including business  
20 addresses and telephone numbers.
- 21 • Patrick Chiu & Associates, the project architect. Mr. Patrick Chiu has worked on the subject  
22 construction project. Mr. Chiu’s business address is 320 Clary Ave, San Gabriel, CA; telephone  
23 number is (626) 308-9983.
- 24 • Cal Land Engineering & Associates, Inc., the project’s contractor for complex issues relating to  
25 underground work required by California and Monterey Park environmental regulations. Cal  
26 Land is a geotechnical engineering firm headquartered in Brea, California. Ray Ronquillo is a  
27 Project Manager at Cal Land. The company’s website is <http://web.callandeng.com/> ; its address  
28

1 is 576 E Lambert Road, Brea, CA 92821; telephone number is (714) 671-1050.

- 2 • Perfect Design & Engineering, a licensed mechanical engineering firm. Raymond Zhong is its  
3 President. The company is located at 2416 W. Valley Blvd, Alhambra, CA 91803; telephone  
4 number is (626) 289-8808.
- 5 • Santa Fe Water Systems (SFWS), a water piping equipment distributor and water treatment  
6 system company. Chris Lindsey is its lead stormwater design engineer, and is a California  
7 licensed professional Civil engineer. The company is located at 10244 Freeman Ave, Santa Fe  
8 Springs, CA 90670; its website is <https://sfwsystems.com/> ; its telephone number is (562) 777-  
9 9724.
- 10 • TE Construction and Electrical, Inc. was the *original general contractor* on the subject  
11 construction project, that we retained in 2018. The company address, as listed with the  
12 California Secretary of State, is 12745 St James Place, Baldwin Park, CA 91706. Rudy Liang  
13 (aka Rui Liang) was the company's representative at the time we retained him; his business  
14 email address was [teconstructionandelectrical@gmail.com](mailto:teconstructionandelectrical@gmail.com); his telephone number (626) 236-  
15 6673.
- 16 • American Civil Guy aka American Civil Construction was a concrete contractor that we  
17 previously used. Its owner at the time was James Knecht, whose email address was  
18 [Americancivilguy@gmail.com](mailto:Americancivilguy@gmail.com), and telephone number (760) 508-2867.
- 19 • Ramos Concrete was a concrete company that we previously used. Its owner at the time was  
20 Phil Ramos, whose telephone number was (626) 831-2599.

21  
22 **SPECIAL INTERROGATORY NO. 8:**

23 IDENTIFY the licensed general contractor currently retained to perform work RELATED TO  
24 CONSTRUCTION on the PROPERTY.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

26 Subject to and without waiving any foregoing objections, Responding Party responds as  
27 follows:

1 Responding Party objects that the information sought by interrogatory is contained within  
2 Interrogatory No. 7 above, and is therefore duplicative and harassing.

3 Responding Party also objects that this interrogatory is vague, ambiguous, and uncertain  
4 because the capitalized, and therefore specially defined, terms “IDENTIFY” and “RELATED TO”  
5 are not defined. This interrogatory is also vague, ambiguous, and uncertain because the definition  
6 provided for “CONSTRUCTION” is “work that includes, without limitation, building, grading,  
7 installing, painting, improving, constructing, demolishing, designing, evaluating, advising or  
8 planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
9 inclusive as to be meaningless.

10 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
11 to the discovery of relevant, admissible evidence because (1) the capitalized terms “IDENTIFY”  
12 and “RELATED TO” are left undefined; and (2) to specially define “CONSTRUCTION” as  
13 “work that includes, without limitation, building, grading, installing, painting, improving,  
14 constructing, demolishing, designing, evaluating, advising or planning RELATED TO any  
15 building plans for the PROPERTY” renders the word so all-inclusive as to be meaningless.

16 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
17 for reasons explained above.

18 Without waiving the foregoing, Responding Party responds as follows: as the Propounding  
19 Party knows, the licensed general contractor for the subject construction project since November of  
20 2023 is Joven Construction Services Inc. aka Joven Engineering and Construction (“Joven”). The  
21 president of Joven is Mr. Joven Lactaoen. A Joven employee who interacted with Propounding Party  
22 regarding the construction during 2023-2024 is Janelle Simmons. According to Joven’s website,  
23 <https://jovensconstructionandengineering.com/>, the Joven company also offers construction  
24 management. The Joven website above lists its contact information, including business addresses  
25 and telephone numbers.

1 **SPECIAL INTERROGATORY NO. 9:**

2 State in complete detail all responsibilities of the licensed general contractor currently retained to  
3 perform work RELATED TO CONSTRUCTION on the PROPERTY.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

5 Subject to and without waiving any foregoing objections, Responding Party responds as  
6 follows:

7 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
8 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
9 capitalized, and therefore specially defined, term “RELATED TO” is not defined. This  
10 interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
11 “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing,  
12 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
13 RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to  
14 be meaningless.

15 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
16 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
17 detail” appears to require something beyond “in detail” which Propounding Party does not  
18 explain; (2) the capitalized term “RELATED TO” is left undefined; and (3) to specially define  
19 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
20 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
21 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
22 meaningless.

23 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
24 for reasons explained above.

25 Without waiving the foregoing, Responding Party responds as follows: Much of the  
26 remaining construction is awaiting the purchase of the underground storage tank, which itself has  
27 been awaiting permit approval of the underground system. Once all permits are ready, the general  
28

1 contractor Joven will be responsible for overseeing work on the sewer and underground tank, any  
2 remaining work to the exterior and interior of the building other than those alterations and  
3 improvements which are up to the tenants, the paving of the parking lot and any related work in  
4 accordance with City requirements.

5  
6 **SPECIAL INTERROGATORY NO. 10:**

7 State in complete detail all CONSTRUCTION performed RELATING TO the PROPERTY'S sewer  
8 system from October 21, 2024 to the present.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

10 Subject to and without waiving any foregoing objections, Responding Party responds as  
11 follows:

12 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
13 the undefined terms "in complete detail" and "RELATING TO". It is also vague, ambiguous, and  
14 uncertain because the capitalized, and therefore specially defined, term "RELATING TO" is not  
15 defined. This interrogatory is also vague, ambiguous, and uncertain because the definition  
16 provided for "CONSTRUCTION" is "work that includes, without limitation, building, grading,  
17 installing, painting, improving, constructing, demolishing, designing, evaluating, advising or  
18 planning RELATED TO any building plans for the PROPERTY", rendering the word so all-  
19 inclusive as to be meaningless.

20 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
21 to the discovery of relevant, admissible evidence because (1) the undefined term "in complete  
22 detail" appears to require something beyond "in detail" which Propounding Party does not  
23 explain; (2) the capitalized terms "RELATED TO" (within the provided definition of  
24 "CONSTRUCTION") and "RELATING TO" are left undefined; and (3) to specially define  
25 "CONSTRUCTION" as "work that includes, without limitation, building, grading, installing,  
26 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
27 RELATED TO any building plans for the PROPERTY" renders the word so all-inclusive as to be

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1 meaningless.

2 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
3 for reasons explained above.

4 Without waiving the foregoing, Responding Party responds as follows: Nothing, because the  
5 City only gave final approval to our plans in January of 2025.

6

7 **SPECIAL INTERROGATORY NO. 11:**

8 State in complete detail and to the best of your knowledge all CONSTRUCTION still to be  
9 performed RELATING TO the PROPERTY'S sewer system to consider such CONSTRUCTION  
10 completed.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

12 Subject to and without waiving any foregoing objections, Responding Party responds as  
13 follows:

14 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
15 the undefined term "in complete detail". It is also vague, ambiguous, and uncertain because the  
16 capitalized, and therefore specially defined, term "RELATING TO" is not defined. This  
17 interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
18 "CONSTRUCTION" is "work that includes, without limitation, building, grading, installing,  
19 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
20 RELATED TO any building plans for the PROPERTY", rendering the word so all-inclusive as to  
21 be meaningless. It is also vague, ambiguous, and uncertain as to the applicable time period.

22 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
23 to the discovery of relevant, admissible evidence because (1) the undefined term "in complete  
24 detail" appears to require something beyond "in detail" which Propounding Party does not  
25 explain; (2) the capitalized terms "RELATED TO" (within the provided definition of  
26 "CONSTRUCTION") and "RELATING TO" are left undefined; and (3) to specially define  
27 "CONSTRUCTION" as "work that includes, without limitation, building, grading, installing,

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1 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
2 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
3 meaningless.

4 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
5 for reasons explained above. It is also overbroad as to (the unstated) time period.

6 Without waiving the foregoing, Responding Party responds as follows: the purchases  
7 required for us to complete excavation for and installation of the pump station, and connecting the  
8 plumbing lines to the pump station.

9  
10 **SPECIAL INTERROGATORY NO. 12:**

11 Provide your best estimate for when CONSTRUCTION RELATING TO the PROPERTY’S sewer  
12 system will be completed.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

14 Subject to and without waiving any foregoing objections, Responding Party responds as  
15 follows:

16 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
17 because the capitalized, and therefore specially defined, term “RELATING TO” is not defined.  
18 This interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
19 “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing,  
20 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
21 RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to  
22 be meaningless.

23 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
24 to the discovery of relevant, admissible evidence because (1) the capitalized terms “RELATED  
25 TO” (within the provided definition of “CONSTRUCTION”) and “RELATING TO” are left  
26 undefined; and (2) to specially define “CONSTRUCTION” as “work that includes, without  
27 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
28

1 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
2 the word so all-inclusive as to be meaningless.

3 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
4 for reasons explained above.

5 Without waiving the foregoing, Responding Party responds as follows: The sewer system  
6 and underground tank will be completed after the City of Monterey Park issues final approvals of  
7 the plans. Responding Party will then specially order the underground storage tank from the  
8 manufacturer through the vendor. Upon the occurrence of these contingencies, the sewer system  
9 will be completed in accordance with the professional judgment of the licensed general contractor  
10 and other contractors and professionals identified in the response to no. 3.  
11

12  
13 **SPECIAL INTERROGATORY NO. 13:**

14 State in complete detail and to the best of your knowledge all CONSTRUCTION still to be  
15 performed RELATING TO all exterior areas of the PROPERTY according to permit no. B24-  
16 0012 issued for the PROPERTY by the City of Monterey Park’s Building Division on or about  
17 January 8, 2024.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

19 Subject to and without waiving any foregoing objections, Responding Party responds as  
20 follows:

21 Responding Party objects that this interrogatory fails to comply with CCP § 2030.060(d)  
22 because it is not complete and self-contained, but would require Responding Party to review a  
23 permit (“according to permit”) to understand the query.

24 Responding Party further objects that this interrogatory is vague, ambiguous, and uncertain  
25 as to the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because  
26 the capitalized, and therefore specially defined, term “RELATING TO” is not defined. This  
27 interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
28

1 “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing,  
2 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
3 RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to  
4 be meaningless. It is also vague, ambiguous, and uncertain as to the applicable time period.

5 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
6 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
7 detail” appears to require something beyond “in detail” which Propounding Party does not  
8 explain; (2) the capitalized terms “RELATED TO” (within the provided definition of  
9 “CONSTRUCTION”) and “RELATING TO” are left undefined; and (3) to specially define  
10 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
11 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
12 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
13 meaningless.

14 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
15 for reasons explained above. It is also overbroad as to (the unstated) time period.

16 Without waiving the foregoing, Responding Party responds as follows: exterior lights and  
17 decorative trim; the parking area needs some concrete work; also need to add planters and other  
18 landscaping.

19  
20 **SPECIAL INTERROGATORY NO. 14:**

21 Provide your best estimate for when CONSTRUCTION RELATING TO all exterior areas the  
22 PROPERTY will be completed according to permit no. B24-0012 issued for the PROPERTY by the  
23 City of Monterey Park’s Building Division on or about January 8, 2024.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

25 Subject to and without waiving any foregoing objections, Responding Party responds as  
26 follows:

27 Responding Party objects that this interrogatory fails to comply with CCP § 2030.060(d)

1 because it is not complete and self-contained, but would require Responding Party to review a  
2 permit (“according to permit”) to understand the query.

3         Responding Party further objects that this interrogatory is vague, ambiguous, and uncertain  
4 because the capitalized, and therefore specially defined, term “RELATING TO” is not defined.  
5 This interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
6 “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing,  
7 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
8 RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to  
9 be meaningless.

10         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
11 to the discovery of relevant, admissible evidence because (1) the capitalized terms “RELATED  
12 TO” (within the provided definition of “CONSTRUCTION”) and “RELATING TO” are left  
13 undefined; and (2) to specially define “CONSTRUCTION” as “work that includes, without  
14 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
15 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
16 the word so all-inclusive as to be meaningless.

17         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
18 for reasons explained above.

19         Without waiving the foregoing, Responding Party responds as follows: Completion of  
20 construction of the exterior areas depends on completion of the underground sewer system, and  
21 these depend on final approval from the City of Monterey Park, and on the order and delivery of  
22 the underground storage tank from the manufacturer via the vendor. The underground electrical  
23 system cannot be installed before that is done, because the excavations required for the electrical  
24 system are shallower than those for the sewer lines and underground tank. After the electrical  
25 system is completed, final work can begin on grading and paving the parking areas, and  
26 performing the requisite landscaping for the perimeter of the project.  
27

28

1 Interior improvements involving copper piping, for plumbing and electrical connections,  
2 will commence after the foregoing contingencies have been satisfied in order to minimize the risk  
3 of theft and vandalism, as Responding Party has experienced break-ins and theft of valuable  
4 copper wiring and piping from other properties, consistent with what Responding Party  
5 understands to be a rash of thefts throughout Southern California of copper construction-related  
6 items by criminals, perhaps organized, who sell these items for salvage. Responding Party cannot  
7 provide a specific date for this Interrogatory because Responding Party has no control over the  
8 various contingencies set forth above.  
9

10  
11 **SPECIAL INTERROGATORY NO. 15:**

12 Provide your best estimate for when all CONSTRUCTION on the PROPERTY will be completed  
13 according to permit no. B24-0012 issued for the PROPERTY by the City of Monterey Park's  
14 Building Division on or about January 8, 2024.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

16 Subject to and without waiving any foregoing objections, Responding Party responds as  
17 follows:

18 Responding Party objects that this interrogatory fails to comply with CCP § 2030.060(d)  
19 because it is not complete and self-contained, but would require Responding Party to review a  
20 permit ("according to permit") to understand the query.

21 Responding Party further objects that this interrogatory is vague, ambiguous, and uncertain  
22 because the capitalized, and therefore specially defined, term "RELATED TO" (within the  
23 provided definition of "CONSTRUCTION") is not defined. This interrogatory is also vague,  
24 ambiguous, and uncertain because the definition provided for "CONSTRUCTION" is "work that  
25 includes, without limitation, building, grading, installing, painting, improving, constructing,  
26 demolishing, designing, evaluating, advising or planning RELATED TO any building plans for  
27 the PROPERTY", rendering the word so all-inclusive as to be meaningless.  
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1            Responding Party further objects that this interrogatory is not reasonably calculated to lead  
2 to the discovery of relevant, admissible evidence because (1) the capitalized term “RELATED  
3 TO” (within the provided definition of “CONSTRUCTION”) is left undefined; and (2) to specially  
4 define “CONSTRUCTION” as “work that includes, without limitation, building, grading,  
5 installing, painting, improving, constructing, demolishing, designing, evaluating, advising or  
6 planning RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive  
7 as to be meaningless.

8            Responding Party further objects that this interrogatory is overbroad as to subject matter,  
9 for reasons explained above.

10           Without waiving the foregoing, Responding Party responds as follows: Completion of  
11 construction of the exterior areas depends on completion of the underground sewer system, and  
12 these depend on final approval from the City of Monterey Park, and the subsequent order and  
13 delivery of the underground storage tank from the manufacturer via the vendor. The underground  
14 electrical system cannot be installed before that because the excavations required for the electrical  
15 system are shallower than those for the sewer lines and underground tank. After the electrical  
16 system is completed, final work can begin on grading and paving the parking areas, and  
17 performing the requisite landscaping for the perimeter of the project.

18           Interior improvements involving copper piping, for plumbing and electrical connections,  
19 will commence after the foregoing contingencies have been satisfied in order to minimize the risk  
20 of theft and vandalism, as Responding Party has experienced break-ins and theft of valuable  
21 copper wiring and piping from other properties, consistent with what Responding Party  
22 understands to be a rash of thefts throughout Southern California of copper construction-related  
23 items by criminals, perhaps organized, who sell these items for salvage. Responding Party cannot  
24 provide a specific date for this Interrogatory because Responding Party has no control over the  
25 various contingencies set forth above.  
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**SPECIAL INTERROGATORY NO. 16:**

State in complete detail all reasons for any DELAY of CONSTRUCTION on the PROPERTY between the years 2017-2019. For purposes of this and all other interrogatories: the term DELAY means any lack of actively engaging in CONSTRUCTION RELATED TO any building plans approved by the City of Monterey Park since 2017; the terms “RELATING TO” or “RELATES TO” means containing, constituting, considering, comprising, concerning, discussing, regarding, describing, reflecting, studying, commenting or reporting on, mentioning, analyzing, or referring, alluding, or pertaining to, in whole or in part.

**RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

Subject to and without waiving any foregoing objections, Responding Party responds as follows:

Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the capitalized, and therefore specially defined, term “RELATED TO” is not defined. This interrogatory is also vague, ambiguous, and uncertain because the definition provided for “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising or planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain because the capitalized, and therefore specially defined, word “DELAY” is defined in terms of the two vague, ambiguous, and uncertain terms above (“RELATED TO” and “CONSTRUCTION”) and also because the provided definition of “DELAY” would deem any normal, unavoidable cessation in construction work, such as after business hours, on weekends/holidays, during inclement weather, etc., a ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

Responding Party further objects that this interrogatory is not reasonably calculated to lead

1 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
2 detail” appears to require something beyond “in detail” which Propounding Party does not  
3 explain; (2) the capitalized term “RELATED TO” is left undefined; (3) to specially define  
4 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
5 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
6 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
7 meaningless; (4) the provided definition of “DELAY” would deem any normal, unavoidable  
8 cessation in construction work, such as after business hours, on weekends/holidays, during  
9 inclement weather, etc., a ”delay”; and (5) the indicated time period ended five years ago and is  
10 therefore unrelated to the current status of the subject construction project or the Complaint’s  
11 causes of action against Defendants.

12         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
13 for reasons explained above.

14         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
15 and harassing because it requires Responding Party to look for evidence, going back eight years  
16 before now, of any “DELAY of CONSTRUCTION” (whatever that may mean) which as noted  
17 above is vague, ambiguous, uncertain, and so broadly defined as to include any number of  
18 supposed “delays” which have no bearing on this litigation and are not reasonably calculated to  
19 lead to the discovery of relevant, admissible evidence, and to identify all “reasons” for any so-  
20 called, long-ago delay.

21         Without waiving the foregoing, Responding Party responds as follows: Construction did  
22 not begin until late 2019, then it had to shut down due to the COVID pandemic. The Covid  
23 pandemic resulted in mandatory shutdowns of private businesses and government offices, and  
24 slowdowns and labor shortages in the local construction industry. When the pandemic subsided  
25 and restrictions were lifted, the construction labor shortage continued.

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1 **SPECIAL INTERROGATORY NO. 17:**

2 State in complete detail all reasons for any DELAY of CONSTRUCTION on the PROPERTY  
3 during the year 2020.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

5 Subject to and without waiving any foregoing objections, Responding Party responds as  
6 follows:

7 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
8 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
9 definition provided for “CONSTRUCTION” is “work that includes, without limitation, building,  
10 grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising  
11 or planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
12 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain  
13 because the capitalized, and therefore specially defined, word “DELAY” is defined in terms of  
14 two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the  
15 meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the  
16 provided definition of “DELAY” would deem any normal, unavoidable cessation in construction  
17 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
18 ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

19 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
20 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
21 detail” appears to require something beyond “in detail” which Propounding Party does not  
22 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
23 building, grading, installing, painting, improving, constructing, demolishing, designing,  
24 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
25 the word so all-inclusive as to be meaningless; and (3) the provided definition of “DELAY” would  
26 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
27 weekends/holidays, during inclement weather, etc., a ”delay”.

1 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
2 for reasons explained above.

3 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
4 and harassing because it requires Responding Party to look for evidence, five years before now, of  
5 any “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
6 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
7 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
8 of relevant, admissible evidence, and identify all “reasons” for any so-called, long-ago delay.

9 Without waiving the foregoing, Responding Party responds as follows: Progress on the  
10 project was delayed during the designated time period of 2020 because of the COVID shutdowns.  
11 This resulted not only in work coming to a legally required halt, but also in a severe labor shortage  
12 in the construction industry making it difficult and often impossible to fill labor needs. Also,  
13 Responding Party understands that the COVID shutdowns greatly affected staffing at Monterey Park  
14 City Hall, including various work-at-home arrangements, a loss of employees resulting in staff  
15 vacancies in various relevant City departments, and the outsourcing of many City functions to off-  
16 site private companies, including plan checking and other building-related services.

17  
18 **SPECIAL INTERROGATORY NO. 18:**

19 State in complete detail all reasons for any DELAY of CONSTRUCTION on the PROPERTY  
20 during the year 2021.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

22 Subject to and without waiving any foregoing objections, Responding Party responds as  
23 follows:

24 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
25 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
26 definition provided for “CONSTRUCTION” is “work that includes, without limitation, building,  
27 grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising

1 or planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
2 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain  
3 because the capitalized, and therefore specially defined, word “DELAY” is defined in terms of  
4 two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the  
5 meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the  
6 provided definition of “DELAY” would deem any normal, unavoidable cessation in construction  
7 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
8 ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

9         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
10 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
11 detail” appears to require something beyond “in detail” which Propounding Party does not  
12 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
13 building, grading, installing, painting, improving, constructing, demolishing, designing,  
14 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
15 the word so all-inclusive as to be meaningless; and (3) the provided definition of “DELAY” would  
16 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
17 weekends/holidays, during inclement weather, etc., a ”delay”.

18         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
19 for reasons explained above.

20         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
21 and harassing because it requires Responding Party to look for evidence, five years before now, of  
22 any “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
23 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
24 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
25 of relevant, admissible evidence, and identify all “reasons” for any so-called, long-ago delay.

26         Without waiving the foregoing, Responding Party responds as follows: Progress on the  
27 project was delayed in the designated time period of 2021 because of the COVID shutdowns. This  
28

1 resulted not only in work coming to a legally required halt, but also in a severe labor shortage in  
2 the construction industry making it difficult and often impossible to fill labor needs. Also,  
3 Responding Party understands that the COVID shutdowns greatly affected staffing at Monterey  
4 Park City Hall, including various work-at-home arrangements, a loss of employees resulting in  
5 staff vacancies in various relevant City departments, and resulting in the outsourcing of many City  
6 functions to off-site private companies, including plan checks and other building-related services.

8 On the advice of our concrete contractor at the time, that it would be better to build a  
9 concrete tank in the ground instead of the blueprint's plan to purchase one (the size of a swimming  
10 pool) and drop it in with a crane, we asked the concrete contractor to build a tank in the ground.  
11 We asked the architect to submit those changes to the plan to the City at the time. Then the  
12 concrete contractor abandoned the job in 2022, so we had to start over on that part of the project.

14  
15 **SPECIAL INTERROGATORY NO. 19:**

16 State in complete detail all reasons for any DELAY of any CONSTRUCTION on the PROPERTY  
17 during the year 2022.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

19 Subject to and without waiving any foregoing objections, Responding Party responds as  
20 follows:

21 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
22 the undefined term "in complete detail". It is also vague, ambiguous, and uncertain because the  
23 definition provided for "CONSTRUCTION" is "work that includes, without limitation, building,  
24 grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising  
25 or planning RELATED TO any building plans for the PROPERTY", rendering the word so all-  
26 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain  
27 because the capitalized, and therefore specially defined, word "DELAY" is defined in terms of

1 two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the  
2 meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the  
3 provided definition of “DELAY” would deem any normal, unavoidable cessation in construction  
4 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
5 ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

6         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
7 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
8 detail” appears to require something beyond “in detail” which Propounding Party does not  
9 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
10 building, grading, installing, painting, improving, constructing, demolishing, designing,  
11 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
12 the word so all-inclusive as to be meaningless; and (3) the provided definition of “DELAY” would  
13 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
14 weekends/holidays, during inclement weather, etc., a ”delay”.

15         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
16 for reasons explained above.

17         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
18 and harassing because it requires Responding Party to look for evidence, five years before now, of  
19 any “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
20 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
21 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
22 of relevant, admissible evidence, and identify all “reasons” for any so-called, long-ago delay.

23         Without waiving the foregoing, Responding Party responds as follows: As described in our  
24 Interrogatory Response above, we ordered some concrete work in 2021-2022, specifically a  
25 concrete storage tank and also some concrete work in the parking area, and then the concrete  
26 contractor abandoned the job in 2022. We could not proceed without the sewer tank, which the  
27 concrete contractor never completed. We had to start over again and find a new tank provider.

28

1 City Delays –In 2022, the City worked on the street and asked us to let their street  
2 contractor connect the street sewer line to our sewer pipes. The City approved the plan for our  
3 sewer pipes (the plan had been submitted in 2016-2017) and only now in 2022, during work on the  
4 City’s own street sewer line, did the City notice the discrepancy in elevation of our pipe versus the  
5 City pipe.

6  
7 **SPECIAL INTERROGATORY NO. 20:**

8 State in complete detail all reasons for any DELAY of any CONSTRUCTION on the PROPERTY  
9 during the year 2023.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

11 Subject to and without waiving any foregoing objections, Responding Party responds as  
12 follows:

13 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
14 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
15 definition provided for “CONSTRUCTION” is “work that includes, without limitation, building,  
16 grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising  
17 or planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
18 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain  
19 because the capitalized, and therefore specially defined, word “DELAY” is defined in terms of  
20 two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the  
21 meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the  
22 provided definition of “DELAY” would deem any normal, unavoidable cessation in construction  
23 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
24 ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

25 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
26 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
27 detail” appears to require something beyond “in detail” which Propounding Party does not  
28

1 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
2 building, grading, installing, painting, improving, constructing, demolishing, designing,  
3 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
4 the word so all-inclusive as to be meaningless; and (3) the provided definition of “DELAY” would  
5 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
6 weekends/holidays, during inclement weather, etc., a ”delay”.

7         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
8 for reasons explained above.

9         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
10 and harassing because it requires Responding Party to look for evidence, five years before now, of  
11 any “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
12 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
13 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
14 of relevant, admissible evidence, and identify all “reasons” for any so-called, long-ago delay.

15         Without waiving the foregoing, Responding Party responds as follows: Because of the  
16 difficult nature posed by the underground storage tank, given the specific configuration of the  
17 property and City and state requirements. Almost all the concrete contractors we contacted were  
18 unwilling to undertake the project. We found somebody who said they would handle the storage  
19 tank work, but they never got around to it, Then we found and hired Ramos Concrete to continue  
20 the tank work. We looked for other providers but nobody else was willing to accept  
21 responsibility for the concrete tank job. Ramos graded the property and did other preparatory  
22 work, and then the record rains of that year caused that work to halt. No concrete construction ten  
23 feet underground was possible during heavy rain.  
24 Construction was also delayed by the City’s demand that Defendants obtain the prior general  
25 contractor’s written permission to hire the new general contractor Joven.

26  
27  
28

1 **SPECIAL INTERROGATORY NO. 21:**

2 State in complete detail all reasons for any DELAY of any CONSTRUCTION on the PROPERTY  
3 during the year 2024 through the date of service of this response on Propounding Party.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

5 Subject to and without waiving any foregoing objections, Responding Party responds as  
6 follows:

7 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
8 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
9 definition provided for “CONSTRUCTION” is “work that includes, without limitation, building,  
10 grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising  
11 or planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
12 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain  
13 because the capitalized, and therefore specially defined, word “DELAY” is defined in terms of  
14 two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the  
15 meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the  
16 provided definition of “DELAY” would deem any normal, unavoidable cessation in construction  
17 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
18 ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

19 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
20 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
21 detail” appears to require something beyond “in detail” which Propounding Party does not  
22 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
23 building, grading, installing, painting, improving, constructing, demolishing, designing,  
24 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
25 the word so all-inclusive as to be meaningless; and (3) the provided definition of “DELAY” would  
26 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
27 weekends/holidays, during inclement weather, etc., a ”delay”.

1            Responding Party further objects that this interrogatory is overbroad as to subject matter,  
2 for reasons explained above.

3            Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
4 and harassing because it requires Responding Party to look for evidence, five years before now, of  
5 any “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
6 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
7 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
8 of relevant, admissible evidence, and identify all “reasons” for any so-called, long-ago delay.

9            Without waiving the foregoing, Responding Party responds as follows: In late 2023,  
10 Defendants advised the City that they had terminated their general contractor and retained a different  
11 contractor. City staff advised Defendants that Defendants could not terminate their initial general  
12 contractor and replace this prior general contractor with the general contractor of their choice, unless  
13 Defendants first received written permission from the prior contractor. This resulted in numerous  
14 weeks of circular communications with various City staff who gave conflicting answers. The City  
15 then filed the instant lawsuit, which has resulted in the time-consuming and expensive but necessary  
16 task of marshaling the evidence to defend the case. The City also intruded into Responding Party’s  
17 private business affairs by apparently attempting to drive some sort of wedge between 7 Leaves and  
18 Defendants’ general contractor on the one hand, and Defendants on the other, and between  
19 Defendants and at least one of their commercial tenants. In 2024, The City, including contract  
20 worker and Building Official Dennis Tarango of Transtech, urged Responding Party to work directly  
21 with the City’s environmental consultant. When Responding Party did as directed, another  
22 Transtech contractor testily instructed Responding Party to do just the opposite. City Attorney  
23 Campen then sent a threatening letter demanding that Responding Party cease all direct  
24 communication with the City regarding the project.

25            Delays by City staff and/or the City’s private contractors in processing submitted documents  
26 have also caused delays in progress, as set forth in the Declaration of Edward M. Chan filed with  
27 Defendants’ papers opposing the City’s pending Motion for a Preliminary Injunction, as are the  
28

1 details of the improved underground storage tank design which is in the final stages of City staff  
2 review. City staff approval of submitted plans is outside of our control.

3  
4 **SPECIAL INTERROGATORY NO. 22:**

5 State in complete detail each and every occurrence of DELAY in CONSTRUCTION from 2017  
6 through the present attributable to insufficient FINANCIAL FUNDS. For purposes of this and all  
7 other interrogatories, the term “FINANCIAL FUNDS” means money available to pay for costs of  
8 CONSTRUCTION, whether in the form of credit, loans, cash, investments, savings or any other  
9 monetary resources.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

11 Subject to and without waiving any foregoing objections, Responding Party responds as  
12 follows:

13 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
14 the undefined term “in complete detail”. Responding Party further objects that this interrogatory  
15 is vague, ambiguous, and uncertain as to whose “financial funds” are referenced. This  
16 interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
17 “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing,  
18 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
19 RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to  
20 be meaningless. It is also vague, ambiguous, and uncertain because the capitalized, and therefore  
21 specially defined, word “DELAY” is defined in terms of two vague, ambiguous, and uncertain  
22 terms (the undefined term “RELATED TO” and the meaninglessly-defined word  
23 “CONSTRUCTION” as mentioned above) and also because the provided definition of “DELAY”  
24 would deem any normal, unavoidable cessation in construction work, such as after business hours,  
25 on weekends/holidays, during inclement weather, etc., a ”delay” and implies that there is  
26 something wrong with such normal and unavoidable cessations.

27 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
28

1 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
2 detail” appears to require something beyond “in detail” which Propounding Party does not  
3 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
4 building, grading, installing, painting, improving, constructing, demolishing, designing,  
5 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
6 the word so all-inclusive as to be meaningless; (3) the provided definition of “DELAY” would  
7 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
8 weekends/holidays, during inclement weather, etc., a ”delay”; and (4) there is no mention in the  
9 operative complaint of any defendant’s finances, of their ability or inability to fund construction,  
10 of the cost of the ongoing construction, or that funding has ever been an issue in this matter.

11         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
12 for reasons explained above.

13         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
14 and harassing because it requires Responding Party to look for evidence over the past eight years,  
15 of any “DELAY of CONSTRUCTION” which, as noted above, is vague, ambiguous, uncertain,  
16 and so broadly defined as to include any number of supposed “delays” which have no bearing on  
17 this litigation and are not reasonably calculated to lead to the discovery of relevant, admissible  
18 evidence, and identify all “reasons” for any so-called, long-ago delay.

19         Responding Party also objects that this interrogatory violates Responding Party’s rights to  
20 privacy of personal information and of confidential financial matters, and possibly the rights of  
21 other parties to this matter and of any third parties (depending on whose funds are being  
22 referenced)..

23

24 **SPECIAL INTERROGATORY NO. 23:**

25 State in complete detail the amount of FINANCIAL FUNDS currently available to YOU to pay for  
26 CONSTRUCTION costs RELATED TO the PROPERTY.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

28

1 Subject to and without waiving any foregoing objections, Responding Party responds as  
2 follows:

3 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
4 the undefined term “in complete detail”. Responding Party further objects that this interrogatory  
5 is vague, ambiguous, and uncertain as to whose “financial funds” are referenced. It is also vague,  
6 ambiguous, and uncertain because the capitalized, and therefore specially defined, term  
7 “RELATED TO” is not defined. This interrogatory is also vague, ambiguous, and uncertain  
8 because the definition provided for “CONSTRUCTION” is “work that includes, without  
9 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
10 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
11 rendering the word so all-inclusive as to be meaningless.

12 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
13 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
14 detail” appears to require something beyond “in detail” which Propounding Party does not  
15 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
16 building, grading, installing, painting, improving, constructing, demolishing, designing,  
17 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
18 the word so all-inclusive as to be meaningless; (3) the capitalized term “RELATED TO” is left  
19 undefined; and (4) there is no mention in the operative complaint of any defendant’s finances, of  
20 their ability or inability to fund construction, of the cost of the ongoing construction, or that  
21 funding has ever been an issue in this matter.

22 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
23 for reasons explained above.

24 Responding Party also objects that this interrogatory violates Responding Party’s rights to  
25 privacy of personal information and of confidential financial matters, and possibly the rights of  
26 other parties to this matter and of any third parties (depending on whose funds are being  
27 referenced).

1 **SPECIAL INTERROGATORY NO. 24:**

2 State in complete detail all sources of all FINANCIAL FUNDS currently available to pay for  
3 CONSTRUCTION costs RELATED TO the PROPERTY.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 24:**

5 Subject to and without waiving any foregoing objections, Responding Party responds as  
6 follows:

7 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
8 the undefined term “in complete detail”. Responding Party further objects that this interrogatory  
9 is vague, ambiguous, and uncertain as to whose “financial funds” are referenced. It is also vague,  
10 ambiguous, and uncertain because the capitalized, and therefore specially defined, term  
11 “RELATED TO” is not defined. This interrogatory is also vague, ambiguous, and uncertain  
12 because the definition provided for “CONSTRUCTION” is “work that includes, without  
13 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
14 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
15 rendering the word so all-inclusive as to be meaningless.

16 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
17 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
18 detail” appears to require something beyond “in detail” which Propounding Party does not  
19 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
20 building, grading, installing, painting, improving, constructing, demolishing, designing,  
21 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
22 the word so all-inclusive as to be meaningless; (3) the capitalized term “RELATED TO” is left  
23 undefined; and (4) there is no mention in the operative complaint of any defendant’s finances, of  
24 their ability or inability to fund construction, of the cost of the ongoing construction, or that  
25 funding has ever been an issue in this matter.

26 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
27 for reasons explained above.

1 Responding Party also objects that this interrogatory violates Responding Party's rights to  
2 privacy of personal information and of confidential financial matters, and possibly the rights of  
3 other parties to this matter and of any third parties (depending on whose funds are being  
4 referenced).

5  
6 **SPECIAL INTERROGATORY NO. 25:**

7 State in complete detail each and every instance in which ELAINE CHAN CONTRIBUTED any  
8 amount of FINANCIAL FUNDS towards CONSTRUCTION on the PROPERTY from 2017  
9 through the present. For purposes of this and all other interrogatories, "ELAINE CHAN" means and  
10 refers to Defendant Elaine Yee Chan named in this action, and who is also known as the mother of  
11 Defendants Edward Chan, Howard Chan, Man Fei Chan Gold, and Raymond Chan. The term  
12 CONTRIBUTED or CONTRIBUTE means, without limitation, to give, loan, pay, lend, gift or any  
13 other way provide money or anything of value to be used to pay for costs RELATED TO  
14 CONSTRUCTION.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 25:**

16 Subject to and without waiving any foregoing objections, Responding Party responds as  
17 follows:

18 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
19 the undefined term "in complete detail". Responding Party further objects that this interrogatory  
20 is vague, ambiguous, and uncertain as to whose "financial funds" are referenced. This  
21 interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
22 "CONSTRUCTION" is "work that includes, without limitation, building, grading, installing,  
23 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
24 RELATED TO any building plans for the PROPERTY", rendering the word so all-inclusive as to  
25 be meaningless. It is also vague, ambiguous, and uncertain because the provided definition of  
26 "CONTRIBUTED" relies on the capitalized but undefined term "RELATED TO" and the  
27 meaninglessly defined word "CONSTRUCTION".

1            Responding Party further objects that this interrogatory is not reasonably calculated to lead  
2 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
3 detail” appears to require something beyond “in detail” which Propounding Party does not  
4 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
5 building, grading, installing, painting, improving, constructing, demolishing, designing,  
6 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
7 the word so all-inclusive as to be meaningless; (3) the provided definition of “CONTRIBUTED”  
8 relies on the capitalized but undefined term “RELATED TO” and the meaninglessly defined word  
9 “CONSTRUCTION”; and (4) there is no mention in the operative complaint of any defendant’s  
10 finances, of their ability or inability to fund construction, of the cost of the ongoing construction,  
11 or that funding has ever been an issue in this matter.

12            Responding Party further objects that this interrogatory is overbroad as to subject matter,  
13 for reasons explained above. It is also overbroad as to time period.

14            Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
15 and harassing because it requires Responding Party to look for evidence over the past eight years  
16 of any “contribution” by Responding Party’s deceased mother toward “CONSTRUCTION” (as  
17 specially and broadly defined, or not defined), which has no bearing on this litigation and is not  
18 reasonably calculated to lead to the discovery of relevant, admissible evidence.

19            Responding Party also objects that this interrogatory violates Responding Party’s rights to  
20 privacy of personal information and of confidential financial matters, the same rights of the late  
21 Elaine Yee Chan, and possibly the rights of other parties to this matter and the rights of third  
22 parties (depending on whose funds are being referenced).

23

24 **SPECIAL INTERROGATORY NO. 26:**

25 State in complete detail the monetary amount of FINANCIAL FUNDS for each individual instance  
26 that ELAINE CHAN CONTRIBUTED towards payment of costs RELATED TO  
27 CONSTRUCTION on the PROPERTY, from 2017 through the present.

28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 26:**

2 Subject to and without waiving any foregoing objections, Responding Party responds as  
3 follows:

4 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
5 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
6 capitalized, and therefore specially defined, term “RELATED TO” is not defined. Responding  
7 Party further objects that this interrogatory is vague, ambiguous, and uncertain as to whose  
8 “financial funds” are referenced. This interrogatory is also vague, ambiguous, and uncertain  
9 because the definition provided for “CONSTRUCTION” is “work that includes, without  
10 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
11 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
12 rendering the word so all-inclusive as to be meaningless. It is also vague, ambiguous, and  
13 uncertain because the provided definition of “CONTRIBUTED” relies on the capitalized but  
14 undefined term “RELATED TO” and the meaninglessly defined word “CONSTRUCTION”.

15 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
16 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
17 detail” appears to require something beyond “in detail” which Propounding Party does not  
18 explain; (2) the capitalized term “RELATED TO” is left undefined; (3) to specially define  
19 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
20 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
21 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
22 meaningless; (4) the capitalized term “RELATED TO” is left undefined; (5) the provided  
23 definition of “CONTRIBUTED” relies on the capitalized but undefined term “RELATED TO”  
24 and the meaninglessly defined word “CONSTRUCTION”; and (6) there is no mention in the  
25 operative complaint of any defendant’s finances, of their ability or inability to fund construction,  
26 of the cost of the ongoing construction, or that funding has ever been an issue in this matter.

27 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
28

1 for reasons explained above. It is also overbroad as to time period.

2 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
3 and harassing because it requires Responding Party to look for evidence over the past eight years  
4 of any “contribution” by Responding Party’s deceased mother toward payment of costs  
5 “RELATED TO” “CONSTRUCTION” (as specially and broadly defined, or not defined), which  
6 has no bearing on this litigation and is not reasonably calculated to lead to the discovery of  
7 relevant, admissible evidence.

8 Responding Party also objects that this interrogatory violates Responding Party’s rights to  
9 privacy of personal information and of confidential financial matters, the same rights of the late  
10 Elaine Yee Chan, and possibly the rights of other parties to this matter and the rights of third  
11 parties (depending on whose funds are being referenced).

12

13 **SPECIAL INTERROGATORY NO. 27:**

14 State in complete detail all instances in which ELAINE CHAN’s refusal to CONTRIBUTE any  
15 amount of FINANCIAL FUNDS towards payment of costs RELATED TO CONSTRUCTION on  
16 the PROPERTY that resulted in any DELAY in CONSTRUCTION, from 2017 through the present.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 27:**

18 Subject to and without waiving any foregoing objections, Responding Party responds as  
19 follows:

20 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
21 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
22 capitalized, and therefore specially defined, term “RELATED TO” is not defined. Responding  
23 Party further objects that this interrogatory is vague, ambiguous, and uncertain as to whose  
24 “financial funds” are referenced. This interrogatory is also vague, ambiguous, and uncertain  
25 because the definition provided for “CONSTRUCTION” is “work that includes, without  
26 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
27 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,

28

1 rendering the word so all-inclusive as to be meaningless. It is also vague, ambiguous, and  
2 uncertain because the provided definition of “CONTRIBUTED” relies on the capitalized but  
3 undefined term “RELATED TO” and the meaninglessly defined word “CONSTRUCTION”. It is  
4 also vague, ambiguous, and uncertain because the capitalized word “DELAY” is defined in terms  
5 of two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the  
6 meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the  
7 provided definition of “DELAY” would deem any normal, unavoidable cessation in construction  
8 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
9 ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

10         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
11 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
12 detail” appears to require something beyond “in detail” which Propounding Party does not  
13 explain; (2) the capitalized term “RELATED TO” is left undefined; (3) to specially define  
14 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
15 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
16 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
17 meaningless; (4) the capitalized term “RELATED TO” is left undefined; (5) the provided  
18 definition of “DELAY” would deem any normal, unavoidable cessation in construction work,  
19 such as after business hours, on weekends/holidays, during inclement weather, etc., a ”delay”; (6)  
20 the provided definition of “CONTRIBUTED” relies on the capitalized but undefined term  
21 “RELATED TO” and the meaninglessly defined word “CONSTRUCTION”; and (7) there is no  
22 mention in the operative complaint of any defendant’s finances, of their willingness or  
23 unwillingness to fund construction, of the cost of the ongoing construction, or that funding has  
24 ever been an issue in this matter.

25         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
26 for reasons explained above. It is also overbroad as to time period.

27         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
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1 and harassing because it requires Responding Party to look for evidence over the past eight years  
2 of any “refusal to contribute” by Responding Party’s deceased mother toward payment of costs  
3 “RELATED TO CONSTRUCTION” (as specially and broadly defined, or not defined), which has  
4 no bearing on this litigation and is not reasonably calculated to lead to the discovery of relevant,  
5 admissible evidence.

6 Responding Party also objects that this interrogatory violates Responding Party’s rights to  
7 privacy of personal information and of confidential financial matters, the same rights of the late  
8 Elaine Yee Chan, and possibly the rights of other parties to this matter and the rights of third  
9 parties (depending on whose funds are being referenced).

10

11 **SPECIAL INTERROGATORY NO. 28:**

12 State in complete detail all instances in which a lack of FINANCIAL FUNDS towards payment of  
13 costs RELATED TO CONSTRUCTION on the PROPERTY resulted in any DELAY in  
14 CONSTRUCTION, from 2017 through the present.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 28:**

16 Subject to and without waiving any foregoing objections, Responding Party responds as  
17 follows:

18 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
19 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
20 capitalized, and therefore specially defined, term “RELATED TO” is not defined. Responding  
21 Party further objects that this interrogatory is vague, ambiguous, and uncertain as to whose  
22 “financial funds” are referenced. This interrogatory is also vague, ambiguous, and uncertain  
23 because the definition provided for “CONSTRUCTION” is “work that includes, without  
24 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
25 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
26 rendering the word so all-inclusive as to be meaningless. It is also vague, ambiguous, and  
27 uncertain because the provided definition of “CONTRIBUTED” relies on the capitalized but  
28

1 undefined term “RELATED TO” and the meaninglessly defined word “CONSTRUCTION”. It is  
2 also vague, ambiguous, and uncertain because the capitalized word “DELAY” is defined in terms  
3 of two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the  
4 meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the  
5 provided definition of “DELAY” would deem any normal, unavoidable cessation in construction  
6 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
7 ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

8         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
9 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
10 detail” appears to require something beyond “in detail” which Propounding Party does not  
11 explain; (2) the capitalized term “RELATED TO” is left undefined; (3) to specially define  
12 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
13 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
14 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
15 meaningless; (4) the capitalized term “RELATED TO” is left undefined; (5) the provided  
16 definition of “DELAY” would deem any normal, unavoidable cessation in construction work,  
17 such as after business hours, on weekends/holidays, during inclement weather, etc., a ”delay”; (6)  
18 the provided definition of “CONTRIBUTED” relies on the capitalized but undefined term  
19 “RELATED TO” and the meaninglessly defined word “CONSTRUCTION”; and (7) there is no  
20 mention in the operative complaint of any defendant’s finances, of their willingness or  
21 unwillingness to fund construction, of the cost of the ongoing construction, or that funding has  
22 ever been an issue in this matter.

23         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
24 for reasons explained above. It is also overbroad as to time period.

25         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
26 and harassing because it requires Responding Party to look for evidence over the past eight years  
27 of any “DELAY in CONSTRUCTION” (as specially and very broadly defined) and whether it  
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1 could be related to a “lack of FINANCIAL FUNDS towards payment of costs RELATED TO  
2 CONSTRUCTION” (as specially and broadly defined, or not defined), which has no bearing on  
3 this litigation and is not reasonably calculated to lead to the discovery of relevant, admissible  
4 evidence.

5 Responding Party also objects that this interrogatory violates Responding Party’s rights to  
6 privacy of personal information and of confidential financial matters, and possibly the rights of  
7 other parties to this matter and the rights of third parties (depending on whose funds are being  
8 referenced).

9

10 Dated: February 13, 2025

**LAW OFFICE OF ANDREW O. KRASTINS**

11

12



13

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

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1 VERIFICATION

2 I, Edward M, Chan, verify that I have read the OBJECTIONS AND RESPONSES TO  
3 PLAINTIFF CITY OF MONTEREY PARK's SPECIAL INTERROGATORIES TO  
4 DEFENDANT EDWARD M. CHAN (SET ONE) and know the contents thereof. The matters  
5 contained therein are true to the best of my own knowledge, except as to those matters that are  
6 alleged on information and belief, and as to those matters, I believe them to be true as of the date of  
7 these responses.

8 I declare under penalty of perjury under the laws of the State of California and the United  
9 States of America that the foregoing is true and correct.

10  
11 Executed on Feb 13, 2025 at S. Pasadena.

12  
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14 

15 Edward M. Chan  
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**PROOF OF SERVICE**

**People/Monterey Park v. Robert Chan, et al.  
Case No. 24NNCV00087**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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 Los Angeles, State of California. My business address is 333 W. Sixth Street, Suite 213, San Pedro, CA 90731.

On **February 13, 2025**, I served true copies of the following document described as **OBJECTIONS AND RESPONSES TO PLAINTIFF CITY OF MONTEREY PARK's SPECIAL INTERROGATORIES TO DEFENDANT EDWARD M. CHAN (SET ONE)** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**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 [bjbickelfh@aol.com](mailto:bjbickelfh@aol.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 **February 13, 2025**, at Riverside, California.



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Beverly J. Bickel

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**SERVICE LIST**  
**People/Monterey Park v. Robert Chan, et al.**  
**Case No. 24NNCV00087**

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**Attorney for Defendant**  
**RAYMOND MAN-SHU CHAN, AS**  
**TRUSTEE OF THE CHAN FAMILY**  
**TRUST**

**EXHIBIT C**

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**  
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7 **Email: Akrastinslaw@aol.com**

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

**OBJECTIONS AND RESPONSES TO  
PLAINTIFF CITY OF MONTEREY  
PARK's SPECIAL INTERROGATORIES  
TO DEFENDANT HOWARD M. CHAN  
(SET ONE)**

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

21 PROPOUNDING PARTY: PLAINTIFF CITY OF MONTEREY PARK

22 RESPONDING PARTY: HOWARD M. CHAN

23 SET NUMBER: ONE

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1 Pursuant to Code of Civil Procedure section 2030.210 *et seq.*, Defendant Howard M. Chan  
2 hereby objects and responds to Plaintiff CITY OF MONTEREY PARK's (hereafter "Propounding  
3 Party") Special Interrogatories, Set One ("Special Interrogatories") as follows:

4 **PRELIMINARY STATEMENT**

5 Responding Party has not fully completed his investigation of the facts relating to this case,  
6 discovery in this action or preparation for trial. All of the responses contained herein are based  
7 only upon such information and documents as are presently available to, and specifically known to  
8 the Responding Party. It is anticipated that further discovery, independent investigation, legal  
9 research, and analysis will supply additional facts, which may, in turn, clarify and add meaning to  
10 known facts as well as establish entirely new factual matters, all of which will lead to substantial  
11 additions to, changes in, and variations from the contentions and responses herein set forth.

12 The following responses are given without prejudice to Responding Party's right to  
13 produce evidence of any subsequently discovered fact or facts, witnesses, or information which  
14 this Responding Party may later recall or to produce any subsequently obtained documents or  
15 other tangible things. Responding Party accordingly reserves the right to change any and all  
16 responses herein as additional facts are ascertained, analyses are made, legal research is  
17 completed, and contentions are formulated. The responses contained herein are made in a good  
18 faith effort to supply as much factual information and as much specification of legal contentions as  
19 is presently known but should in no way be to the prejudice of this Responding Party in relation to  
20 further discovery, research, or analysis. Discovery is continuing.

21 This preliminary statement is incorporated into each and every response set forth below.

22 **GENERAL OBJECTIONS**

23 Responding Party generally objects to the Special Interrogatories on the following  
24 grounds, each of which is incorporated into the responses to the individual Special Interrogatories  
25 below. All responses set forth herein are subject to and without waiver of any of these General  
26 Objections.

27 1. Responding Party objects to the Special Interrogatories to the extent they would  
28

1 impose an obligation on Responding Party outside the Local Civil Rules of the Superior Court of  
2 the State of California for the County of Los Angeles–North Central Division and other statutes,  
3 rules, guidelines, or common law.

4       2.       Responding Party objects to the Special Interrogatories to the extent they seek or  
5 require the disclosure of information that is protected from discovery by the attorney-client  
6 privilege, the attorney work product doctrine, the joint prosecution or common interest privilege,  
7 the right to privacy, proprietary rights, or any other applicable privilege or immunity. Such  
8 production as may hereafter occur pursuant to the Special Interrogatories shall not include any  
9 information protected by such privileges or doctrines. Inadvertent production of any information  
10 protected by an applicable privilege or doctrine is not intended to constitute, and shall not  
11 constitute, a waiver in whole or in part of any applicable privilege, protection, immunity, doctrine,  
12 or objection.

13       3.       Responding Party objects to the Special Interrogatories to the extent they seek  
14 information that is beyond the scope of permissible discovery.

15       4.       Responding Party objects to the Special Interrogatories to the extent that they seek  
16 information which is not within Responding Party’s possession, custody, or control.

17       5.       Responding Party objects to the Special Interrogatories to the extent they are overly  
18 broad as to time and/or scope.

19       6.       Responding Party objects to the Special Interrogatories to the extent they seek  
20 information that can be found by Propounding Party in the pleadings in this or any other action.

21       7.       Responding Party objects to the Special Interrogatories to the extent they require  
22 Responding Party to make legal conclusions.

23       8.       Responding Party objects to the Special Interrogatories insofar as they are vague,  
24 ambiguous, harassing, or unduly burdensome.

25       9.       Responding Party objects to the Special Interrogatories to the extent that the  
26 discovery sought is unreasonably cumulative, duplicative, or disproportionate.

27       10.       Responding Party objects to the Special Interrogatories insofar as they seek  
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1 information that is irrelevant to any claim, defense, or subject matter of the litigation or is not  
2 reasonably calculated to lead to the discovery of admissible evidence.

3 11. Responding Party objects to the Special Interrogatories to the extent they fail to  
4 state with particularity the information to be provided.

5 12. Responding Party objects to the Special Interrogatories to the extent they constitute  
6 contention discovery that is premature at this stage of the litigation and is invasive of the attorney  
7 work product doctrine.

8 13. Responding Party objects to the Special Interrogatories to the extent they  
9 prematurely seek information related to experts, expert testimony, or opinion at a time when no  
10 experts have been designated and/or when the Court has not yet determined a date for expert  
11 discovery.

12 14. Responding Party objects to each Interrogatory to the extent it calls for a legal  
13 opinion and/or conclusion.

14 15. Responding Party objects to each Interrogatory to the extent it is compound,  
15 conjunctive, or disjunctive.

16 16. In providing information in response to the Special Interrogatories, Responding  
17 Party does not in any way waive, or intend to waive, but rather intends to preserve and is  
18 preserving:

19 (a) all objections as to competency, relevancy, materiality, and/or  
20 admissibility of any Interrogatory, the responses, and their subject matter;

21 (b) all objections as to vagueness, ambiguity, or other infirmity in the  
22 form of the Interrogatory, any objections based on undue burden imposed by the  
23 Interrogatories and each individual Interrogatory contained therein;

24 (c) all rights to object on any ground to the use of any of the  
25 information in any subsequent proceedings, including the trial of this or any other action;

26 (d) the right to supplement responses to the Interrogatories; and

27 (e) any and all privileges and rights under the applicable Local Civil  
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1 Rules of the Superior Court of the State of California for the County of Los Angeles-North  
2 Central Division and other statutes, rules, guidelines, or common law;

3 (f) the right to amend, modify and supplement these responses should  
4 additional discovery warrant such amendment, modification, or supplementation.

5 17. The following specific responses are subject to and limited by these General  
6 Objections. By setting forth specific objections, Responding Party does not intend to limit or  
7 restrict these General Objections. Responding Party incorporates these General Objections into  
8 his responses to each of the Special Interrogatories. To the extent that Responding Party objects to  
9 the Special Interrogatories, any stated objections are not waived by providing responses. In  
10 addition, the inadvertent disclosure of privileged information shall not constitute a waiver of any  
11 applicable privilege. Responding Party also expressly preserves the right to object to further  
12 discovery, to the subject matter of the Special Interrogatories and to the introduction of any of  
13 these responses or any portion thereof into evidence in this action.

14  
15 **OBJECTIONS & RESPONSES TO SPECIAL INTERROGATORIES**

16 **SPECIAL INTERROGATORY NO. 1:**

17 State in complete detail any and all certifications YOU possess in construction. For purposes of this  
18 and other interrogatories, YOU means Defendant Edward Chan. For purposes of this and other  
19 interrogatories: The terms "YOU" or "YOUR" shall refer to defendant HOWARD M. CHAN and,  
20 where appropriate, his agents or anyone acting on his behalf. When responding to those  
21 interrogatories, YOU shall provide information within YOUR knowledge, and the knowledge of  
22 anyone over whom YOU have control including without limitation any agents, representatives or  
23 anyone acting on YOUR behalf.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

25 Subject to and without waiving any foregoing objections, Responding Party responds as  
26 follows:

27 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
28

1 the undefined term “in complete detail”, and as to the word “YOU” whose provided definitions  
2 indicate both that YOU means “Defendant Edward Chan” and that it “shall refer to defendant  
3 HOWARD M. CHAN and, where appropriate, his agents or anyone acting on his behalf”, a  
4 definition that is inconsistent and contradictory. This interrogatory is also vague, ambiguous, and  
5 uncertain as to the term “where appropriate” and as to the stated requirement that “YOU” shall  
6 provide not only “YOUR” own knowledge but also the knowledge of other people (whether  
7 disclosed to Responding Party or not), which is impossible.

8 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
9 to the discovery of relevant, admissible evidence because the undefined term “in complete detail”  
10 appears to require something beyond “in detail” which Propounding Party does not explain.

11 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
12 and harassing because it requires Responding Party to “provide information within . . . the  
13 knowledge of” people other than Responding Party, which is impossible.

14 Without waiving the foregoing, Responding Party responds as follows: Responding party  
15 does not claim and has never claimed to have any “certification in construction,” nor performed any  
16 construction activities requiring a “certification” to the extent that term means a construction  
17 contractor’s license.

18  
19 **SPECIAL INTERROGATORY NO. 2:**

20 State in complete detail any and all experience YOU have in CONSTRUCTION PROJECT  
21 MANAGEMENT. For purposes of this interrogatory, CONSTRUCTION PROJECT  
22 MANAGEMENT means and includes, without limitation, any of the following: work with a  
23 construction management company; work as or with a general contractor; work as or with a sub-  
24 contractor; or construction-related work in any form.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

26 Subject to and without waiving any foregoing objections, Responding Party responds as  
27 follows:

1            Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
2 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain as to the  
3 applicable time period, and as to the word “YOU” whose provided definition in Interrogatory No.  
4 1 indicate both that YOU means “Defendant Edward Chan” and that it “shall refer to defendant  
5 HOWARD M. CHAN and, where appropriate, his agents or anyone acting on his behalf”, a  
6 definition that is inconsistent and contradictory. This interrogatory is also vague, ambiguous, and  
7 uncertain as to the term “where appropriate” (within the special definition of “YOU” in  
8 Interrogatory No. 1) and as to the stated requirement (within the special definition of “YOU” in  
9 Interrogatory No. 1) that “YOU” shall provide not only “YOUR” own knowledge but also the  
10 knowledge of other people (whether disclosed to Responding Party or not), which is impossible..

11            Responding Party further objects that this interrogatory is not reasonably calculated to lead  
12 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
13 detail” appears to require something beyond “in detail” which Propounding Party does not  
14 explain; (2) the operative complaint does not mention either construction project management or  
15 construction management; (3) to specially define “CONSTRUCTION PROJECT  
16 MANAGEMENT” as “without limitation, . . . work with a construction management company,  
17 work as or with a general contractor, work as or with a sub-contractor, or construction-related  
18 work in any form” renders the term so all-inclusive as to be meaningless; and (4) it implies,  
19 falsely, that communicating with a construction management company, a general contractor, or a  
20 sub-contractor is “experience . . . in” construction project management.

21            Responding Party further objects that this interrogatory is overbroad as to subject matter,  
22 for reasons explained above. It is also overbroad as to the (unstated) time period.

23            Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
24 and harassing because it requires Responding Party to “provide information within . . . the  
25 knowledge of” people other than Responding Party, which is impossible.

26            Without waiving the foregoing, Responding Party responds as follows: Without waiving the  
27 foregoing, Responding Party responds as follows: Responding party does not claim and has never  
28

1 claimed to have any “certification in construction,” nor performed any construction activities  
2 requiring a “certification” to the extent that term means a construction contractor’s license. Nor has  
3 Responding party ever claimed to be, or performed professional services of a construction project  
4 manager. Responding Party has never “worked with” a construction management company in any  
5 capacity as an employee, or as an individual performing construction-related professional services  
6 in tandem with a “construction management company” or general contractor.

7  
8 **SPECIAL INTERROGATORY NO. 3:**

9 IDENTIFY all persons with personal knowledge as to the hiring and retention of every  
10 CONTRACTOR that from 2017 through the present has performed any CONSTRUCTION related  
11 services to the PROPERTY. For purposes of this and other interrogatories herein: the term  
12 CONTRACTOR means any general contractor; subcontractor, laborer, architect, engineer, or  
13 designer, regardless of any licensing or certification; the term CONSTRUCTION means any work  
14 that includes, without limitation, building, grading, installing, painting, improving, constructing,  
15 demolishing, designing, evaluating, advising, or planning RELATED TO any building plans for the  
16 PROPERTY approved by the City of Monterey Park since 2017; the term “IDENTIFY” regarding  
17 any persons means to provide a person’s full name, professional title or job position, address, and  
18 telephone number.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

20       Subject to and without waiving any foregoing objections, Responding Party responds as  
21 follows:

22       Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
23 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
24 capitalized, and therefore specially defined, term “RELATED TO” is not defined. This  
25 interrogatory is also vague, ambiguous, and uncertain because it defines “CONSTRUCTION” as  
26 “any work that includes, without limitation, building, grading, installing, painting, improving,  
27 constructing, demolishing, designing, evaluating, advising, or planning RELATED TO any  
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1 building plans for the PROPERTY”, rendering the term so all-inclusive as to be meaningless.

2 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
3 to the discovery of relevant, admissible evidence because (1) the capitalized term “RELATED  
4 TO” is left undefined; (2) the undefined term “in complete detail” appears to require something  
5 beyond “in detail” which Propounding Party does not explain; and (3) to specially define  
6 “CONSTRUCTION” as “any work that includes, without limitation, building, grading, installing,  
7 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
8 RELATED TO any building plans for the PROPERTY” renders the term so all-inclusive as to be  
9 meaningless.

10 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
11 for reasons explained above and also because “CONTRACTOR” is specially defined very broadly  
12 to even include laborers of any kind and those with any employer or no employer. It is also  
13 overbroad as to time.

14 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
15 and harassing because it requires Responding Party to identify any “CONTRACTOR” (as that  
16 term is specially and broadly defined) who performed any “CONSTRUCTION related services”,  
17 whatever that may mean, any time over the last eight years.

18 Without waiving the foregoing, Responding Party responds as follows: as Propounding Party  
19 knows, contractors working on the project include:

- 20 • The general contractor for the subject construction project since November of 2023 is Joven  
21 Construction Services Inc. aka Joven Engineering and Construction (“Joven”). The president  
22 of Joven is Mr. Joven Lactaoen. A Joven employee who interacted with Propounding Party  
23 regarding the construction during 2023-2024 is Janelle Simmons. Joven’s website,  
24 <https://jovensconstructionandengineering.com/>, lists its contact information, including business  
25 addresses and telephone numbers.
- 26 • Patrick Chiu & Associates, the project architect. Mr. Patrick Chiu has worked on the subject  
27 construction project. Mr. Chiu’s business address is 320 Clary Ave, San Gabriel, CA; telephone  
28

1 number is (626) 308-9983.

- 2 • Cal Land Engineering & Associates, Inc., the project's contractor for complex issues relating to  
3 underground work required by California and Monterey Park environmental regulations. Cal  
4 Land is a geotechnical engineering firm headquartered in Brea, California. Ray Ronquillo is a  
5 Project Manager at Cal Land. The company's website is <http://web.callandeng.com/> ; its address  
6 is 576 E Lambert Road, Brea, CA 92821; telephone number is (714) 671-1050.
- 7 • Perfect Design & Engineering, a licensed mechanical engineering firm. Raymond Zhong is its  
8 President. The company is located at 2416 W. Valley Blvd, Alhambra, CA 91803; telephone  
9 number is (626) 289-8808.
- 10 • Santa Fe Water Systems (SFWS), a water piping equipment distributor and water treatment  
11 system company. Chris Lindsey is its lead stormwater design engineer, and is a California  
12 licensed professional Civil engineer. The company is located at 10244 Freeman Ave, Santa Fe  
13 Springs, CA 90670; its website is <https://sfwsystems.com/> ; its telephone number is (562) 777-  
14 9724.
- 15 • TE Construction and Electrical, Inc. was the original general contractor on the subject  
16 construction project, that we retained in 2018. The company address, as listed with the  
17 California Secretary of State, is 12745 St James Place, Baldwin Park, CA 91706. Rudy Liang  
18 (aka Rui Liang) was the company's representative at the time we retained him; his business  
19 email address was [teconstructionandelectrical@gmail.com](mailto:teconstructionandelectrical@gmail.com); his telephone number (626) 236-  
20 6673.
- 21 • American Civil Guy aka American Civil Construction was a concrete contractor that we  
22 previously used. Its owner at the time was James Knecht, whose email address was  
23 [Americancivilguy@gmail.com](mailto:Americancivilguy@gmail.com), and telephone number (760) 508-2867.
- 24 • Ramos Concrete was a concrete company that we previously used. Its owner at the time was  
25 Phil Ramos, whose telephone number was (626) 831-2599.

26  
27 **SPECIAL INTERROGATORY NO. 4:**

1 State in complete detail what responsibilities YOU have regarding CONSTRUCTION on the  
2 PROPERTY from January 1, 2024 to the present.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

4 Subject to and without waiving any foregoing objections, Responding Party responds as  
5 follows:

6 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
7 the undefined term “in complete detail”, and as to the word “YOU” whose provided definitions  
8 indicate both that YOU means “Defendant Edward Chan” and that it “shall refer to defendant  
9 HOWARD M. CHAN and, where appropriate, his agents or anyone acting on his behalf”, a  
10 definition that is inconsistent and contradictory. This interrogatory is also vague, ambiguous, and  
11 uncertain as to the term “where appropriate (in Interrogatory No. 1’s special definition of  
12 “YOU”)” and as to the stated requirement (in Interrogatory No. 1’s special definition of “YOU”)  
13 that “YOU” shall provide not only “YOUR” own knowledge but also the knowledge of other  
14 people (whether disclosed to Responding Party or not), which is impossible. It is also vague,  
15 ambiguous, and uncertain because the provided definition of “CONSTRUCTION” as “work that  
16 includes, without limitation, building, grading, installing, painting, improving, constructing,  
17 demolishing, designing, evaluating, advising or planning RELATED TO any building plans for  
18 the PROPERTY”, renders the term so all-inclusive as to be meaningless.

19 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
20 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
21 detail” appears to require something beyond “in detail” which Propounding Party does not  
22 explain; (2) the capitalized term “RELATED TO” (within the provided definition of  
23 “CONSTRUCTION”) is left undefined; and (3) to specially define “CONSTRUCTION” as “work  
24 that includes, without limitation, building, grading, installing, painting, improving, constructing,  
25 demolishing, designing, evaluating, advising or planning RELATED TO any building plans for  
26 the PROPERTY” renders the term so all-inclusive as to be meaningless.

27 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
28

1 for reasons explained above.

2 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
3 and harassing because it requires Responding Party to “provide information within . . . the  
4 knowledge of” people other than Responding Party, which is impossible.

5 Without waiving the foregoing, Responding Party responds as follows: Responding Party  
6 monitors the day-to-day operations of the Chans’ portion of the parcel at the northeast corner of  
7 Atlantic and Garvey. This includes the shopping center, the Subject Property and their respective  
8 parking areas. It does not include the 99 Ranch Market, also on the corner. I am not a construction  
9 worker or construction contractor. I have no responsibilities regarding actual construction on the  
10 property. My brother and I discuss various contractors in connection with the Project. I sometimes  
11 hire handymen to perform routine maintenance, like fence repair and placement of sandbags, in  
12 order to ensure that we are complying with the City’s code requirements. The City has targeted our  
13 property for scrutiny and has given us numerous citations while affirmatively permitting the  
14 property owner next door to commit far worse violations of the Code. So I really focus on keeping  
15 our property up to code as the 7 Leaves project is completed.

16

17 **SPECIAL INTERROGATORY NO. 5:**

18 State in complete detail all responsibilities YOU have had RELATING TO CONSTRUCTION on  
19 the PROPERTY for the years 2020 through 2023.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

21 Subject to and without waiving any foregoing objections, Responding Party responds as  
22 follows:

23 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
24 the undefined terms “in complete detail” and “RELATING TO”, and as to the word “YOU” whose  
25 provided definitions indicate both that YOU means “Defendant Edward Chan” and that it “shall  
26 refer to defendant HOWARD M. CHAN and, where appropriate, his agents or anyone acting on  
27 his behalf”, a definition that is inconsistent and contradictory. This interrogatory is also vague,  
28

1 ambiguous, and uncertain as to the term “where appropriate (in Interrogatory No. 1’s special  
2 definition of “YOU”)” and as to the stated requirement (in Interrogatory No. 1’s special definition  
3 of “YOU”) that “YOU” shall provide not only “YOUR” own knowledge but also the knowledge  
4 of other people (whether disclosed to Responding Party or not), which is impossible. It is also  
5 vague, ambiguous, and uncertain because the provided definition of “CONSTRUCTION” as  
6 “work that includes, without limitation, building, grading, installing, painting, improving,  
7 constructing, demolishing, designing, evaluating, advising or planning RELATED TO any  
8 building plans for the PROPERTY”, renders the term so all-inclusive as to be meaningless.

9         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
10 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
11 detail” appears to require something beyond “in detail” which Propounding Party does not  
12 explain; (2) the capitalized terms “RELATED TO” (within the provided definition of  
13 “CONSTRUCTION”) and ‘RELATING TO’ are left undefined; and (3) to specially define  
14 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
15 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
16 RELATED TO any building plans for the PROPERTY” renders the term so all-inclusive as to be  
17 meaningless.

18         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
19 for reasons explained above.

20         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
21 and harassing because it requires Responding Party to “provide information within . . . the  
22 knowledge of” people other than Responding Party, which is impossible.

23         Without waiving the foregoing, Responding Party responds as follows: Responding Party  
24 monitors the day-to-day operations of the Chans’ portion of the parcel at the northeast corner of  
25 Atlantic and Garvey. This includes the shopping center, the Subject Property and their respective  
26 parking areas. It does not include the 99 Ranch Market, also on the corner. I am not a construction  
27 worker or construction contractor. I have no responsibilities regarding actual construction on the  
28

1 property. My brother and I discuss various contractors in connection with the Project. I sometimes  
2 hire handymen to perform routine maintenance, like fence repair and placement of sandbags, in  
3 order to ensure that we are complying with the City's code requirements. The City has targeted our  
4 property for scrutiny and has given us numerous citations while affirmatively permitting the  
5 property owner next door to commit far worse violations of the Code. So I really focus on keeping  
6 our property up to code as the 7 Leaves project is completed.

7  
8 **SPECIAL INTERROGATORY NO. 6:**

9 State in complete detail all responsibilities YOU have had RELATING TO CONSTRUCTION on  
10 the PROPERTY for the years 2017 through 2019.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

12 Subject to and without waiving any foregoing objections, Responding Party responds as  
13 follows:

14 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
15 the undefined terms "in complete detail" and "RELATING TO", and as to the word "YOU" whose  
16 provided definitions indicate both that YOU means "Defendant Edward Chan" and that it "shall  
17 refer to defendant HOWARD M. CHAN and, where appropriate, his agents or anyone acting on  
18 his behalf", a definition that is inconsistent and contradictory. This interrogatory is also vague,  
19 ambiguous, and uncertain as to the term "where appropriate (in Interrogatory No. 1's special  
20 definition of "YOU")" and as to the stated requirement (in Interrogatory No. 1's special definition  
21 of "YOU") that "YOU" shall provide not only "YOUR" own knowledge but also the knowledge  
22 of other people (whether disclosed to Responding Party or not), which is impossible. It is also  
23 vague, ambiguous, and uncertain because the provided definition of "CONSTRUCTION" as  
24 "work that includes, without limitation, building, grading, installing, painting, improving,  
25 constructing, demolishing, designing, evaluating, advising or planning RELATED TO any  
26 building plans for the PROPERTY", renders the term so all-inclusive as to be meaningless.

27 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
28

1 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
2 detail” appears to require something beyond “in detail” which Propounding Party does not  
3 explain; (2) the capitalized terms “RELATED TO” (within the provided definition of  
4 “CONSTRUCTION”) and ‘RELATING TO’ are left undefined; (3) to specially define  
5 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
6 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
7 RELATED TO any building plans for the PROPERTY” renders the term so all-inclusive as to be  
8 meaningless; and (4) the indicated time period ended five years ago and is therefore unrelated to  
9 the current status of the subject construction project or the Complaint’s causes of action against  
10 Defendants.

11 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
12 for reasons explained above.

13 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
14 and harassing because it requires Responding Party to recall, going back eight years before now,  
15 any “CONSTRUCTION” (as specially and broadly defined) in order to state his responsibilities in  
16 that long-ago period.

17 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
18 and harassing because it requires Responding Party to “provide information within . . . the  
19 knowledge of” people other than Responding Party, which is impossible.

20 Without waiving the foregoing, Responding Party responds as follows: Responding Party  
21 monitors the day-to-day operations of the Chans’ portion of the parcel at the northeast corner of  
22 Atlantic and Garvey. This includes the shopping center, the Subject Property and their respective  
23 parking areas. It does not include the 99 Ranch Market, also on the corner. I am not a construction  
24 worker or construction contractor. I have no responsibilities regarding actual construction on the  
25 property. My brother and I discuss various contractors in connection with the Project. I sometimes  
26 hire handymen to perform routine maintenance, like fence repair and placement of sandbags, in  
27 order to ensure that we are complying with the City’s code requirements. The City has targeted our  
28

1 property for scrutiny and has given us numerous citations while affirmatively permitting the  
2 property owner next door to commit far worse violations of the Code. So I really focus on keeping  
3 our property up to code as the 7 Leaves project is completed. To my knowledge, no construction  
4 took place at the Subject Property during this period. We removed a closed gas station and made  
5 sure the property met all environmental rules so we can develop it with something else.

6  
7 **SPECIAL INTERROGATORY NO. 7:**

8 IDENTIFY any and all licensed general contractors retained since 2017 to the present RELATED  
9 TO CONSTRUCTION on the PROPERTY.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

11 Subject to and without waiving any foregoing objections, Responding Party responds as  
12 follows:

13 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
14 because the capitalized, and therefore specially defined, terms “IDENTIFY” and “RELATED TO”  
15 are not defined. This interrogatory is also vague, ambiguous, and uncertain because the definition  
16 provided for “CONSTRUCTION” is “work that includes, without limitation, building, grading,  
17 installing, painting, improving, constructing, demolishing, designing, evaluating, advising or  
18 planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
19 inclusive as to be meaningless.

20 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
21 to the discovery of relevant, admissible evidence because (1) the capitalized terms “IDENTIFY”  
22 and “RELATED TO” are left undefined; and (2) to specially define “CONSTRUCTION” as  
23 “work that includes, without limitation, building, grading, installing, painting, improving,  
24 constructing, demolishing, designing, evaluating, advising or planning RELATED TO any  
25 building plans for the PROPERTY” renders the word so all-inclusive as to be meaningless.

26 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
27 for reasons explained above. It is also overbroad as to time.

1 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
2 and harassing because it requires Responding Party to look back eight years for any “licensed  
3 general contractors retained . . . RELATED TO CONSTRUCTION on the Property” (whatever  
4 that may mean).

5 Without waiving the foregoing, Responding Party responds as follows: Construction had not  
6 yet begun in 2017. Contractors working on the project include:

- 7 • The *general* contractor for the subject construction project since November of 2023, Joven  
8 Construction Services Inc. aka Joven Engineering and Construction (“Joven”). The president  
9 of Joven is Mr. Joven Lactaoen. A Joven employee who interacted with Propounding Party  
10 regarding the construction during 2023-2024 is Janelle Simmons. Joven’s website,  
11 <https://jovensconstructionandengineering.com/>, lists its contact information, including business  
12 addresses and telephone numbers. Joven is no longer communicating with us and we believe  
13 that Joven has abandoned the project.
- 14 • Patrick Chiu & Associates, the project architect. Mr. Patrick Chiu has worked on the subject  
15 construction project. Mr. Chiu’s business address is 320 Clary Ave, San Gabriel, CA; telephone  
16 number is (626) 308-9983.
- 17 • Cal Land Engineering & Associates, Inc., the project’s contractor for complex issues relating to  
18 underground work required by California and Monterey Park environmental regulations. Cal  
19 Land is a geotechnical engineering firm headquartered in Brea, California. Ray Ronquillo is a  
20 Project Manager at Cal Land. The company’s website is <http://web.callandeng.com/> ; its address  
21 is 576 E Lambert Road, Brea, CA 92821; telephone number is (714) 671-1050.
- 22 • Perfect Design & Engineering, a licensed mechanical engineering firm. Raymond Zhong is its  
23 President. The company is located at 2416 W. Valley Blvd, Alhambra, CA 91803; telephone  
24 number is (626) 289-8808.
- 25 • Santa Fe Water Systems (SFWS), a water piping equipment distributor and water treatment  
26 system company. Chris Lindsey is its lead stormwater design engineer, and is a California  
27 licensed professional Civil engineer. The company is located at 10244 Freeman Ave, Santa Fe

1 Springs, CA 90670; its website is <https://sfwsystems.com/> ; its telephone number is (562) 777-  
2 9724.

- 3 • TE Construction and Electrical, Inc. was the *original general contractor* on the subject  
4 construction project, that we retained in 2018. The company address, as listed with the  
5 California Secretary of State, is 12745 St James Place, Baldwin Park, CA 91706. Rudy Liang  
6 (aka Rui Liang) was the company's representative at the time we retained him; his business  
7 email address was [teconstructionandelectrical@gmail.com](mailto:teconstructionandelectrical@gmail.com); his telephone number (626) 236-  
8 6673.
- 9 • American Civil Guy aka American Civil Construction was a concrete contractor that we  
10 previously used. Its owner at the time was James Knecht, whose email address was  
11 [Americancivilguy@gmail.com](mailto:Americancivilguy@gmail.com), and telephone number (760) 508-2867.
- 12 • Ramos Concrete was a concrete company that we previously used. Its owner at the time was  
13 Phil Ramos, whose telephone number was (626) 831-2599.

14  
15 **SPECIAL INTERROGATORY NO. 8:**

16 IDENTIFY the licensed general contractor currently retained to perform work RELATED TO  
17 CONSTRUCTION on the PROPERTY.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

19 Subject to and without waiving any foregoing objections, Responding Party responds as  
20 follows:

21 Responding Party objects that the information sought by interrogatory is contained within  
22 Interrogatory No. 7 above, and is therefore duplicative and harassing.

23 Responding Party also objects that this interrogatory is vague, ambiguous, and uncertain  
24 because the capitalized, and therefore specially defined, terms "IDENTIFY" and "RELATED TO"  
25 are not defined. This interrogatory is also vague, ambiguous, and uncertain because the definition  
26 provided for "CONSTRUCTION" is "work that includes, without limitation, building, grading,  
27 installing, painting, improving, constructing, demolishing, designing, evaluating, advising or  
28

1 planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
2 inclusive as to be meaningless.

3 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
4 to the discovery of relevant, admissible evidence because (1) the capitalized terms “IDENTIFY”  
5 and “RELATED TO” are left undefined; and (2) to specially define “CONSTRUCTION” as  
6 “work that includes, without limitation, building, grading, installing, painting, improving,  
7 constructing, demolishing, designing, evaluating, advising or planning RELATED TO any  
8 building plans for the PROPERTY” renders the word so all-inclusive as to be meaningless.

9 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
10 for reasons explained above.

11 Without waiving the foregoing, Responding Party responds as follows: The licensed general  
12 contractor for the subject construction project ever since November of 2023 is Joven Construction  
13 Services Inc. aka Joven Engineering and Construction (“Joven”). The president of Joven is Mr. Joven  
14 Lactaoen. A Joven employee who interacted with Propounding Party regarding the construction during  
15 2023-2024 is Janelle Simmons. According to Joven’s website,  
16 <https://jovensconstructionandengineering.com/>, the Joven company also offers construction  
17 management. The Joven website above lists its contact information, including business addresses  
18 and telephone numbers. However, Joven appears to have abandoned the project.

19  
20 **SPECIAL INTERROGATORY NO. 9:**

21 State in complete detail all responsibilities of the licensed general contractor currently retained to  
22 perform work RELATED TO CONSTRUCTION on the PROPERTY.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

24 Subject to and without waiving any foregoing objections, Responding Party responds as  
25 follows:

26 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
27 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
28

1 capitalized, and therefore specially defined, term “RELATED TO” is not defined. This  
2 interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
3 “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing,  
4 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
5 RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to  
6 be meaningless.

7         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
8 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
9 detail” appears to require something beyond “in detail” which Propounding Party does not  
10 explain; (2) the capitalized term “RELATED TO” is left undefined; and (3) to specially define  
11 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
12 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
13 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
14 meaningless.

15         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
16 for reasons explained above.

17         Without waiving the foregoing, Responding Party responds as follows: Much of the  
18 remaining construction is awaiting the purchase, delivery and installation of the underground storage  
19 tank, which itself had been awaiting permit approval of the underground system. Once all permits  
20 are ready, and a new licensed general contractor is retained to replace Joven,. The general contractor  
21 will be responsible for overseeing work on the sewer and underground tank, any remaining work to  
22 the exterior and interior of the building other than those alterations and improvements which are up  
23 to the tenants, the paving of the parking lot and any related work in accordance with City  
24 requirements.

25

26 **SPECIAL INTERROGATORY NO. 10:**

27 State in complete detail all CONSTRUCTION performed RELATING TO the PROPERTY’S sewer

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1 system from October 21, 2024 to the present.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

3 Subject to and without waiving any foregoing objections, Responding Party responds as  
4 follows:

5 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
6 the undefined terms “in complete detail” and ‘RELATING TO’. It is also vague, ambiguous, and  
7 uncertain because the capitalized, and therefore specially defined, term “RELATING TO” is not  
8 defined. This interrogatory is also vague, ambiguous, and uncertain because the definition  
9 provided for “CONSTRUCTION” is “work that includes, without limitation, building, grading,  
10 installing, painting, improving, constructing, demolishing, designing, evaluating, advising or  
11 planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
12 inclusive as to be meaningless.

13 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
14 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
15 detail” appears to require something beyond “in detail” which Propounding Party does not  
16 explain; (2) the capitalized terms “RELATED TO” (within the provided definition of  
17 “CONSTRUCTION”) and “RELATING TO” are left undefined; and (3) to specially define  
18 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
19 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
20 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
21 meaningless.

22 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
23 for reasons explained above.

24 Without waiving the foregoing, Responding Party responds as follows: Nothing, because the  
25 City only gave final approval to our plans in January of 2025. Responding party anticipates that the  
26 contractor retained to perform the sewer work will obtain permits from the City within the next two  
27 weeks of the date of these responses and commence work.

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**SPECIAL INTERROGATORY NO. 11:**

State in complete detail and to the best of your knowledge all CONSTRUCTION still to be performed RELATING TO the PROPERTY’S sewer system to consider such CONSTRUCTION completed.

**RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

Subject to and without waiving any foregoing objections, Responding Party responds as follows:

Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the capitalized, and therefore specially defined, term “RELATING TO” is not defined. This interrogatory is also vague, ambiguous, and uncertain because the definition provided for “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising or planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to be meaningless. It is also vague, ambiguous, and uncertain as to the applicable time period.

Responding Party further objects that this interrogatory is not reasonably calculated to lead to the discovery of relevant, admissible evidence because (1) the undefined term “in complete detail” appears to require something beyond “in detail” which Propounding Party does not explain; (2) the capitalized terms “RELATED TO” (within the provided definition of “CONSTRUCTION”) and “RELATING TO” are left undefined; and (3) to specially define “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be meaningless.

Responding Party further objects that this interrogatory is overbroad as to subject matter, for reasons explained above. . It is also overbroad as to (the unstated) time period.

1 Without waiving the foregoing, Responding Party responds as follows: completion of  
2 excavation for and installation of the pump station, and connecting the plumbing lines to the pump  
3 station.

4  
5 **SPECIAL INTERROGATORY NO. 12:**

6 Provide your best estimate for when CONSTRUCTION RELATING TO the PROPERTY'S sewer  
7 system will be completed.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

9 Subject to and without waiving any foregoing objections, Responding Party responds as  
10 follows:

11 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
12 because the capitalized, and therefore specially defined, term "RELATING TO" is not defined.  
13 This interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
14 "CONSTRUCTION" is "work that includes, without limitation, building, grading, installing,  
15 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
16 RELATED TO any building plans for the PROPERTY", rendering the word so all-inclusive as to  
17 be meaningless.

18 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
19 to the discovery of relevant, admissible evidence because (1) the capitalized terms "RELATED  
20 TO" (within the provided definition of "CONSTRUCTION") and "RELATING TO" are left  
21 undefined; and (2) to specially define "CONSTRUCTION" as "work that includes, without  
22 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
23 evaluating, advising or planning RELATED TO any building plans for the PROPERTY" renders  
24 the word so all-inclusive as to be meaningless.

25 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
26 for reasons explained above.

27 Without waiving the foregoing, Responding Party responds as follows: The sewer system  
28

1 and underground tank will be completed after the City of Monterey Park issues final approvals of  
2 the plans. Responding Party will then specially order the underground storage tank from the  
3 manufacturer through the vendor. Upon the occurrence of these contingencies, the sewer system  
4 will be completed in accordance with the professional judgment of the licensed general contractor  
5 and other contractors and professionals identified in the above response to Interrogatory No. 3.  
6

7  
8 **SPECIAL INTERROGATORY NO. 13:**

9 State in complete detail and to the best of your knowledge all CONSTRUCTION still to be  
10 performed RELATING TO all exterior areas of the PROPERTY according to permit no. B24-  
11 0012 issued for the PROPERTY by the City of Monterey Park’s Building Division on or about  
12 January 8, 2024.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

14 Subject to and without waiving any foregoing objections, Responding Party responds as  
15 follows:

16 Responding Party objects that this interrogatory fails to comply with CCP § 2030.060(d)  
17 because it is not complete and self-contained, but would require Responding Party to review a  
18 permit (“according to permit”) to understand the query.

19 Responding Party further objects that this interrogatory is vague, ambiguous, and uncertain  
20 as to the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because  
21 the capitalized, and therefore specially defined, term “RELATING TO” is not defined. This  
22 interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
23 “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing,  
24 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
25 RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to  
26 be meaningless. It is also vague, ambiguous, and uncertain as to the applicable time period.

27 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
28

1 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
2 detail” appears to require something beyond “in detail” which Propounding Party does not  
3 explain; (2) the capitalized terms “RELATED TO” (within the provided definition of  
4 “CONSTRUCTION”) and “RELATING TO” are left undefined; and (3) to specially define  
5 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
6 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
7 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
8 meaningless.

9 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
10 for reasons explained above. It is also overbroad as to (the unstated) time period.

11 Without waiving the foregoing, Responding Party responds as follows: exterior lights and  
12 decorative trim; the parking area needs some concrete work; also need to add planters and other  
13 landscaping.

14  
15 **SPECIAL INTERROGATORY NO. 14:**

16 Provide your best estimate for when CONSTRUCTION RELATING TO all exterior areas the  
17 PROPERTY will be completed according to permit no. B24-0012 issued for the PROPERTY by the  
18 City of Monterey Park’s Building Division on or about January 8, 2024.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

20 Subject to and without waiving any foregoing objections, Responding Party responds as  
21 follows:

22 Responding Party objects that this interrogatory fails to comply with CCP § 2030.060(d)  
23 because it is not complete and self-contained, but would require Responding Party to review a  
24 permit (“according to permit”) to understand the query.

25 Responding Party further objects that this interrogatory is vague, ambiguous, and uncertain  
26 because the capitalized, and therefore specially defined, term “RELATING TO” is not defined.  
27 This interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
28

1 “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing,  
2 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
3 RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to  
4 be meaningless.

5 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
6 to the discovery of relevant, admissible evidence because (1) the capitalized terms “RELATED  
7 TO” (within the provided definition of “CONSTRUCTION”) and “RELATING TO” are left  
8 undefined; and (2) to specially define “CONSTRUCTION” as “work that includes, without  
9 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
10 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
11 the word so all-inclusive as to be meaningless.

12 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
13 for reasons explained above.

14 Without waiving the foregoing, Responding Party responds as follows: Completion of  
15 construction of the exterior areas depends on completion of the underground sewer system, and  
16 these depend on final approval from the City of Monterey Park, and on the order and delivery of  
17 the underground storage tank from the manufacturer via the vendor. The underground electrical  
18 system cannot be installed before that is done, because the excavations required for the electrical  
19 system are shallower than those for the sewer lines and underground tank. After the electrical  
20 system is completed, final work can begin on grading and paving the parking areas, and  
21 performing the requisite landscaping for the perimeter of the project.

22 Interior improvements involving copper piping, for plumbing and electrical connections,  
23 will commence after the foregoing contingencies have been satisfied in order to minimize the risk  
24 of theft and vandalism, as Responding Party has experienced break-ins and theft of valuable  
25 copper wiring and piping from other properties, consistent with what Responding Party  
26

1 understands to be a rash of thefts throughout Southern California of copper construction-related  
2 items by criminals, perhaps organized, who sell these items for salvage. Responding Party cannot  
3 provide a specific date for this Interrogatory because Responding Party has no control over the  
4 various contingencies set forth above.  
5

6 **SPECIAL INTERROGATORY NO. 15:**  
7

8 Provide your best estimate for when all CONSTRUCTION on the PROPERTY will be completed  
9 according to permit no. B24-0012 issued for the PROPERTY by the City of Monterey Park's  
10 Building Division on or about January 8, 2024.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

12 Subject to and without waiving any foregoing objections, Responding Party responds as  
13 follows:

14 Responding Party objects that this interrogatory fails to comply with CCP § 2030.060(d)  
15 because it is not complete and self-contained, but would require Responding Party to review a  
16 permit ("according to permit") to understand the query.

17 Responding Party further objects that this interrogatory is vague, ambiguous, and uncertain  
18 because the capitalized, and therefore specially defined, term "RELATED TO" (within the  
19 provided definition of "CONSTRUCTION") is not defined. This interrogatory is also vague,  
20 ambiguous, and uncertain because the definition provided for "CONSTRUCTION" is "work that  
21 includes, without limitation, building, grading, installing, painting, improving, constructing,  
22 demolishing, designing, evaluating, advising or planning RELATED TO any building plans for  
23 the PROPERTY", rendering the word so all-inclusive as to be meaningless.

24 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
25 to the discovery of relevant, admissible evidence because (1) the capitalized term "RELATED  
26 TO" (within the provided definition of "CONSTRUCTION") is left undefined; and (2) to specially  
27 define "CONSTRUCTION" as "work that includes, without limitation, building, grading,  
28

1 installing, painting, improving, constructing, demolishing, designing, evaluating, advising or  
2 planning RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive  
3 as to be meaningless.

4 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
5 for reasons explained above.

6 Without waiving the foregoing, Responding Party responds as follows: Completion of  
7 construction of the exterior areas depends on completion of the underground sewer system, and  
8 these depend on final approval from the City of Monterey Park, and the subsequent order and  
9 delivery of the underground storage tank from the manufacturer via the vendor. The underground  
10 electrical system cannot be installed before that because the excavations required for the electrical  
11 system are shallower than those for the sewer lines and underground tank. After the electrical  
12 system is completed, final work can begin on grading and paving the parking areas, and  
13 performing the requisite landscaping for the perimeter of the project.

14 Interior improvements involving copper piping, for plumbing and electrical connections,  
15 will commence after the foregoing contingencies have been satisfied in order to minimize the risk  
16 of theft and vandalism, as Responding Party has experienced break-ins and theft of valuable  
17 copper wiring and piping from other properties, consistent with what Responding Party  
18 understands to be a rash of thefts throughout Southern California of copper construction-related  
19 items by criminals, perhaps organized, who sell these items for salvage. Responding Party cannot  
20 provide a specific date for this Interrogatory because Responding Party has no control over the  
21 contingencies set forth above.  
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25 **SPECIAL INTERROGATORY NO. 16:**

26 State in complete detail all reasons for any DELAY of CONSTRUCTION on the PROPERTY  
27 between the years 2017-2019. For purposes of this and all other interrogatories: the term DELAY  
28

1 means any lack of actively engaging in CONSTRUCTION RELATED TO any building plans  
2 approved by the City of Monterey Park since 2017; the terms “RELATING TO” or “RELATES  
3 TO” means containing, constituting, considering, comprising, concerning, discussing, regarding,  
4 describing, reflecting, studying, commenting or reporting on, mentioning, analyzing, or referring,  
5 alluding, or pertaining to, in whole or in part.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

7 Subject to and without waiving any foregoing objections, Responding Party responds as  
8 follows:

9 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
10 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
11 capitalized, and therefore specially defined, term “RELATED TO” is not defined. This  
12 interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
13 “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing,  
14 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
15 RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to  
16 be meaningless. This interrogatory is also vague, ambiguous, and uncertain because the  
17 capitalized, and therefore specially defined, word “DELAY” is defined in terms of the two vague,  
18 ambiguous, and uncertain terms above (“RELATED TO” and “CONSTRUCTION”) and also  
19 because the provided definition of “DELAY” would deem any normal, unavoidable cessation in  
20 construction work, such as after business hours, on weekends/holidays, during inclement weather,  
21 etc., a ”delay” and implies that there is something wrong with such normal and unavoidable  
22 cessations.

23 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
24 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
25 detail” appears to require something beyond “in detail” which Propounding Party does not  
26 explain; (2) the capitalized term “RELATED TO” is left undefined; (3) to specially define  
27 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,

1 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
2 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
3 meaningless; (4) the provided definition of “DELAY” would deem any normal, unavoidable  
4 cessation in construction work, such as after business hours, on weekends/holidays, during  
5 inclement weather, etc., a ”delay”; and (5) the indicated time period ended five years ago and is  
6 therefore unrelated to the current status of the subject construction project or the Complaint’s  
7 causes of action against Defendants.

8 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
9 for reasons explained above.

10 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
11 and harassing because it requires Responding Party to look for evidence, going back eight years  
12 before now, of any “DELAY of CONSTRUCTION” (whatever that may mean) which as noted  
13 above is vague, ambiguous, uncertain, and so broadly defined as to include any number of  
14 supposed “delays” which have no bearing on this litigation and are not reasonably calculated to  
15 lead to the discovery of relevant, admissible evidence, and to identify all “reasons” for any so-  
16 called, long-ago delay.

17 Without waiving the foregoing, Responding Party responds as follows: Construction did  
18 not begin until late 2019, then it had to shut down due to the COVID pandemic. The Covid  
19 pandemic resulted in mandatory shutdowns of private businesses and government offices, and  
20 slowdowns and labor shortages in the local construction industry. When the pandemic subsided  
21 and restrictions were lifted, the construction labor shortage continued.

22  
23 **SPECIAL INTERROGATORY NO. 17:**

24 State in complete detail all reasons for any DELAY of CONSTRUCTION on the PROPERTY  
25 during the year 2020.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

27 Subject to and without waiving any foregoing objections, Responding Party responds as  
28

1 follows:

2           Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
3 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
4 definition provided for “CONSTRUCTION” is “work that includes, without limitation, building,  
5 grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising  
6 or planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
7 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain  
8 because the capitalized, and therefore specially defined, word “DELAY” is defined in terms of  
9 two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the  
10 meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the  
11 provided definition of “DELAY” would deem any normal, unavoidable cessation in construction  
12 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
13 ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

14           Responding Party further objects that this interrogatory is not reasonably calculated to lead  
15 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
16 detail” appears to require something beyond “in detail” which Propounding Party does not  
17 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
18 building, grading, installing, painting, improving, constructing, demolishing, designing,  
19 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
20 the word so all-inclusive as to be meaningless; and (3) the provided definition of “DELAY” would  
21 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
22 weekends/holidays, during inclement weather, etc., a ”delay”.

23           Responding Party further objects that this interrogatory is overbroad as to subject matter,  
24 for reasons explained above.

25           Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
26 and harassing because it requires Responding Party to look for evidence, five years before now, of  
27 any “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
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1 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
2 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
3 of relevant, admissible evidence, and identify all “reasons” for any so-called, long-ago delay.

4 Without waiving the foregoing, Responding Party responds as follows: Progress on the  
5 project was delayed during the designated time period of 2020 because of the COVID shutdowns.  
6 This resulted not only in work coming to a legally required halt, but also in a severe labor shortage  
7 in the construction industry making it difficult and often impossible to fill labor needs. Also,  
8 Responding Party understands that the COVID shutdowns greatly affected staffing at Monterey Park  
9 City Hall, including various work-at-home arrangements, a loss of employees resulting in staff  
10 vacancies in various relevant City departments, and the outsourcing of many City functions to off-  
11 site private companies, including plan checking and other building-related services.

12

13 **SPECIAL INTERROGATORY NO. 18:**

14 State in complete detail all reasons for any DELAY of CONSTRUCTION on the PROPERTY  
15 during the year 2021.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

17 Subject to and without waiving any foregoing objections, Responding Party responds as  
18 follows:

19 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
20 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
21 definition provided for “CONSTRUCTION” is “work that includes, without limitation, building,  
22 grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising  
23 or planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
24 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain  
25 because the capitalized, and therefore specially defined, word “DELAY” is defined in terms of  
26 two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the  
27 meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the

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1 provided definition of "DELAY" would deem any normal, unavoidable cessation in construction  
2 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
3 "delay" and implies that there is something wrong with such normal and unavoidable cessations.

4         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
5 to the discovery of relevant, admissible evidence because (1) the undefined term "in complete  
6 detail" appears to require something beyond "in detail" which Propounding Party does not  
7 explain; (2) to specially define "CONSTRUCTION" as "work that includes, without limitation,  
8 building, grading, installing, painting, improving, constructing, demolishing, designing,  
9 evaluating, advising or planning RELATED TO any building plans for the PROPERTY" renders  
10 the word so all-inclusive as to be meaningless; and (3) the provided definition of "DELAY" would  
11 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
12 weekends/holidays, during inclement weather, etc., a "delay".

13         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
14 for reasons explained above.

15         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
16 and harassing because it requires Responding Party to look for evidence, five years before now, of  
17 any "DELAY of CONSTRUCTION" (whatever that may mean) which, as noted above, is vague,  
18 ambiguous, uncertain, and so broadly defined as to include any number of supposed "delays"  
19 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
20 of relevant, admissible evidence, and identify all "reasons" for any so-called, long-ago delay.

21         Without waiving the foregoing, Responding Party responds as follows: Progress on the  
22 project was delayed in the designated time period of 2021 because of the COVID shutdowns. This  
23 resulted not only in work coming to a legally required halt, but also in a severe labor shortage in  
24 the construction industry making it difficult and often impossible to fill labor needs. Also,  
25 Responding Party understands that the COVID shutdowns greatly affected staffing at Monterey  
26 Park City Hall, including various work-at-home arrangements, a loss of employees resulting in  
27

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1 staff vacancies in various relevant City departments, and resulting in the outsourcing of many City  
2 functions to off-site private companies, including plan checks and other building-related services.

3           On the advice of our concrete contractor at the time, that it would be better to build a  
4 concrete tank in the ground instead of the blueprint's plan to purchase one (the size of a swimming  
5 pool) and drop it in with a crane, we asked the concrete contractor to build a tank in the ground.  
6  
7 We asked the architect to submit those changes to the plan to the City at the time. Then the  
8 concrete contractor abandoned the job in 2022, so we had to start over on that part of the project.

9  
10 **SPECIAL INTERROGATORY NO. 19:**

11 State in complete detail all reasons for any DELAY of any CONSTRUCTION on the PROPERTY  
12 during the year 2022.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

14           Subject to and without waiving any foregoing objections, Responding Party responds as  
15 follows:

16           Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
17 the undefined term "in complete detail". It is also vague, ambiguous, and uncertain because the  
18 definition provided for "CONSTRUCTION" is "work that includes, without limitation, building,  
19 grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising  
20 or planning RELATED TO any building plans for the PROPERTY", rendering the word so all-  
21 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain  
22 because the capitalized, and therefore specially defined, word "DELAY" is defined in terms of  
23 two vague, ambiguous, and uncertain terms (the undefined term "RELATED TO" and the  
24 meaninglessly-defined word "CONSTRUCTION" as mentioned above) and also because the  
25 provided definition of "DELAY" would deem any normal, unavoidable cessation in construction  
26 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
27 "delay" and implies that there is something wrong with such normal and unavoidable cessations.

1 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
2 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
3 detail” appears to require something beyond “in detail” which Propounding Party does not  
4 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
5 building, grading, installing, painting, improving, constructing, demolishing, designing,  
6 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
7 the word so all-inclusive as to be meaningless; and (3) the provided definition of “DELAY” would  
8 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
9 weekends/holidays, during inclement weather, etc., a ”delay”.

10 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
11 for reasons explained above.

12 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
13 and harassing because it requires Responding Party to look for evidence, five years before now, of  
14 any “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
15 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
16 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
17 of relevant, admissible evidence, and identify all “reasons” for any so-called, long-ago delay.

18 Without waiving the foregoing, Responding Party responds as follows: As described in our  
19 Interrogatory Response above, we ordered some concrete work in 2021-2022, specifically a  
20 concrete storage tank and also some concrete work in the parking area, and then the concrete  
21 contractor abandoned the job in 2022. We could not proceed without the sewer tank, which the  
22 concrete contractor never completed. We had to start over again and find a new tank provider.

23 City Delays –In 2022, the City worked on the street and asked us to let their street  
24 contractor connect the street sewer line to our sewer pipes. The City approved the plan for our  
25 sewer pipes (the plan had been submitted in 2016-2017) and only now in 2022, during work on the  
26 City’s own street sewer line, did the City notice the discrepancy in elevation of our pipe versus the  
27 City pipe.

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**SPECIAL INTERROGATORY NO. 20:**

State in complete detail all reasons for any DELAY of any CONSTRUCTION on the PROPERTY during the year 2023.

**RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

Subject to and without waiving any foregoing objections, Responding Party responds as follows:

Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the definition provided for “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising or planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain because the capitalized, and therefore specially defined, word “DELAY” is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the provided definition of “DELAY” would deem any normal, unavoidable cessation in construction work, such as after business hours, on weekends/holidays, during inclement weather, etc., a “delay” and implies that there is something wrong with such normal and unavoidable cessations.

Responding Party further objects that this interrogatory is not reasonably calculated to lead to the discovery of relevant, admissible evidence because (1) the undefined term “in complete detail” appears to require something beyond “in detail” which Propounding Party does not explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be meaningless; and (3) the provided definition of “DELAY” would

1 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
2 weekends/holidays, during inclement weather, etc., a "delay".

3         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
4 for reasons explained above.

5         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
6 and harassing because it requires Responding Party to look for evidence, five years before now, of  
7 any "DELAY of CONSTRUCTION" (whatever that may mean) which, as noted above, is vague,  
8 ambiguous, uncertain, and so broadly defined as to include any number of supposed "delays"  
9 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
10 of relevant, admissible evidence, and identify all "reasons" for any so-called, long-ago delay.

11         Without waiving the foregoing, Responding Party responds as follows: Because of the  
12 difficult nature posed by the underground storage tank, given the specific configuration of the  
13 property and City and state requirements. Almost all the concrete contractors we contacted were  
14 unwilling to undertake the project. We found somebody who said they would handle the storage  
15 tank work, but they never got around to it. Then we found and hired Ramos Concrete to continue  
16 the tank work. We looked for other providers but nobody else was willing to accept  
17 responsibility for the concrete tank job. Ramos graded the property and did other preparatory  
18 work, and then the record rains of that year caused that work to halt. No concrete construction ten  
19 feet underground was possible during heavy rain.

20         Construction was also delayed by the City's demand that Defendants obtain the prior general  
21 contractor's written permission to hire the new general contractor Joven.

22  
23 **SPECIAL INTERROGATORY NO. 21:**

24 State in complete detail all reasons for any DELAY of any CONSTRUCTION on the PROPERTY  
25 during the year 2024 through the date of service of this response on Propounding Party.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

27         Subject to and without waiving any foregoing objections, Responding Party responds as  
28

1 follows:

2           Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
3 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
4 definition provided for “CONSTRUCTION” is “work that includes, without limitation, building,  
5 grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising  
6 or planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
7 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain  
8 because the capitalized, and therefore specially defined, word “DELAY” is defined in terms of  
9 two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the  
10 meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the  
11 provided definition of “DELAY” would deem any normal, unavoidable cessation in construction  
12 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
13 ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

14           Responding Party further objects that this interrogatory is not reasonably calculated to lead  
15 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
16 detail” appears to require something beyond “in detail” which Propounding Party does not  
17 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
18 building, grading, installing, painting, improving, constructing, demolishing, designing,  
19 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
20 the word so all-inclusive as to be meaningless; and (3) the provided definition of “DELAY” would  
21 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
22 weekends/holidays, during inclement weather, etc., a ”delay”.

23           Responding Party further objects that this interrogatory is overbroad as to subject matter,  
24 for reasons explained above.

25           Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
26 and harassing because it requires Responding Party to look for evidence, five years before now, of  
27 any “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
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1 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
2 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
3 of relevant, admissible evidence, and identify all “reasons” for any so-called, long-ago delay.

4 Without waiving the foregoing, Responding Party responds as follows: In late 2023,  
5 Defendants advised the City that they had terminated their general contractor and retained a different  
6 contractor. City staff advised Defendants that Defendants could not terminate their initial general  
7 contractor and replace this prior general contractor with the general contractor of their choice, unless  
8 Defendants first received written permission from the prior contractor. This resulted in numerous  
9 weeks of circular communications with various City staff who gave conflicting answers. The City  
10 then filed the instant lawsuit, which has resulted in the time-consuming and expensive but necessary  
11 task of marshaling the evidence to defend the case. The City also intruded into Responding Party’s  
12 private business affairs by apparently attempting to drive some sort of wedge between 7 Leaves and  
13 Defendants’ general contractor on the one hand, and Defendants on the other, and between  
14 Defendants and at least one of their commercial tenants. In 2024, The City, including contract  
15 worker and Building Official Dennis Tarango of Transtech, urged Responding Party to work directly  
16 with the City’s environmental consultant. When Responding Party did as directed, another  
17 Transtech contractor testily instructed Responding Party to do just the opposite. City Attorney  
18 Campen then sent a threatening letter demanding that Responding Party cease all direct  
19 communication with the City regarding the project.

20 Delays by City staff and/or the City’s private contractors in processing submitted documents  
21 have also caused delays in progress, as set forth in the Declaration of Edward M. Chan filed with  
22 Defendants’ papers opposing the City’s pending Motion for a Preliminary Injunction, as are the  
23 details of the improved underground storage tank design which is in the final stages of City staff  
24 review. City staff approval of submitted plans is outside of our control.

25  
26 **SPECIAL INTERROGATORY NO. 22:**

27 State in complete detail each and every occurrence of DELAY in CONSTRUCTION from 2017

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1 through the present attributable to insufficient FINANCIAL FUNDS. For purposes of this and all  
2 other interrogatories, the term “FINANCIAL FUNDS” means money available to pay for costs of  
3 CONSTRUCTION, whether in the form of credit, loans, cash, investments, savings or any other  
4 monetary resources.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

6 Subject to and without waiving any foregoing objections, Responding Party responds as  
7 follows:

8 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
9 the undefined term “in complete detail”. Responding Party further objects that this interrogatory  
10 is vague, ambiguous, and uncertain as to whose “financial funds” are referenced. This  
11 interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
12 “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing,  
13 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
14 RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to  
15 be meaningless. It is also vague, ambiguous, and uncertain because the capitalized, and therefore  
16 specially defined, word “DELAY” is defined in terms of two vague, ambiguous, and uncertain  
17 terms (the undefined term “RELATED TO” and the meaninglessly-defined word  
18 “CONSTRUCTION” as mentioned above) and also because the provided definition of “DELAY”  
19 would deem any normal, unavoidable cessation in construction work, such as after business hours,  
20 on weekends/holidays, during inclement weather, etc., a ”delay” and implies that there is  
21 something wrong with such normal and unavoidable cessations.

22 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
23 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
24 detail” appears to require something beyond “in detail” which Propounding Party does not  
25 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
26 building, grading, installing, painting, improving, constructing, demolishing, designing,  
27 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
28

1 the word so all-inclusive as to be meaningless; (3) the provided definition of “DELAY” would  
2 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
3 weekends/holidays, during inclement weather, etc., a ”delay”; and (4) there is no mention in the  
4 operative complaint of any defendant’s finances, of their ability or inability to fund construction,  
5 of the cost of the ongoing construction, or that funding has ever been an issue in this matter.

6 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
7 for reasons explained above.

8 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
9 and harassing because it requires Responding Party to look for evidence over the past eight years,  
10 of any “DELAY of CONSTRUCTION” which, as noted above, is vague, ambiguous, uncertain,  
11 and so broadly defined as to include any number of supposed “delays” which have no bearing on  
12 this litigation and are not reasonably calculated to lead to the discovery of relevant, admissible  
13 evidence, and identify all “reasons” for any so-called, long-ago delay.

14 Responding Party also objects that this interrogatory violates Responding Party’s rights to  
15 personal privacy and confidential financial matters, and possibly the rights of any third parties  
16 (depending on whose funds are being referenced).

17  
18 **SPECIAL INTERROGATORY NO. 23:**

19 State in complete detail the amount of FINANCIAL FUNDS currently available to YOU to pay for  
20 CONSTRUCTION costs RELATED TO the PROPERTY.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

22 Subject to and without waiving any foregoing objections, Responding Party responds as  
23 follows:

24 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
25 the undefined term “in complete detail”, and as to the word “YOU” whose provided definitions  
26 indicate both that YOU means “Defendant Edward Chan” and that it “shall refer to defendant  
27 HOWARD M. CHAN and, where appropriate, his agents or anyone acting on his behalf”, a  
28

1 definition that is inconsistent and contradictory. This interrogatory is also vague, ambiguous, and  
2 uncertain as to the term “where appropriate (in Interrogatory No. 1’s special definition of  
3 “YOU”)” and as to the stated requirement (in Interrogatory No. 1’s special definition of “YOU”)  
4 that “YOU” shall provide not only “YOUR” own knowledge but also the knowledge of other  
5 people (whether disclosed to Responding Party or not), which is impossible. Responding Party  
6 further objects that this interrogatory is vague, ambiguous, and uncertain as to whose “financial  
7 funds” are referenced. It is also vague, ambiguous, and uncertain because the capitalized, and  
8 therefore specially defined, term “RELATED TO” is not defined. This interrogatory is also  
9 vague, ambiguous, and uncertain because the definition provided for “CONSTRUCTION” is  
10 “work that includes, without limitation, building, grading, installing, painting, improving,  
11 constructing, demolishing, designing, evaluating, advising or planning RELATED TO any  
12 building plans for the PROPERTY”, rendering the word so all-inclusive as to be meaningless.

13 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
14 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
15 detail” appears to require something beyond “in detail” which Propounding Party does not  
16 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
17 building, grading, installing, painting, improving, constructing, demolishing, designing,  
18 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
19 the word so all-inclusive as to be meaningless; (3) the capitalized term “RELATED TO” is left  
20 undefined; and (4) there is no mention in the operative complaint of any defendant’s finances, of  
21 their ability or inability to fund construction, of the cost of the ongoing construction, or that  
22 funding has ever been an issue in this matter.

23 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
24 for reasons explained above.

25 Responding Party also objects that this interrogatory violates Responding Party’s rights to  
26 personal privacy and confidential financial matters, and possibly the rights of any third parties  
27 (depending on whose funds are being referenced).

28

1 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
2 and harassing because it requires Responding Party to “provide information within . . . the  
3 knowledge of” people other than Responding Party, which is impossible.

4  
5 **SPECIAL INTERROGATORY NO. 24:**

6 State in complete detail all sources of all FINANCIAL FUNDS currently available to pay for  
7 CONSTRUCTION costs RELATED TO the PROPERTY.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 24:**

9 Subject to and without waiving any foregoing objections, Responding Party responds as  
10 follows:

11 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
12 the undefined term “in complete detail”. Responding Party further objects that this interrogatory  
13 is vague, ambiguous, and uncertain as to whose “financial funds” are referenced. It is also vague,  
14 ambiguous, and uncertain because the capitalized, and therefore specially defined, term  
15 “RELATED TO” is not defined. This interrogatory is also vague, ambiguous, and uncertain  
16 because the definition provided for “CONSTRUCTION” is “work that includes, without  
17 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
18 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
19 rendering the word so all-inclusive as to be meaningless.

20 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
21 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
22 detail” appears to require something beyond “in detail” which Propounding Party does not  
23 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
24 building, grading, installing, painting, improving, constructing, demolishing, designing,  
25 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
26 the word so all-inclusive as to be meaningless; (3) the capitalized term “RELATED TO” is left  
27 undefined; and (4) there is no mention in the operative complaint of any defendant’s finances, of

1 their ability or inability to fund construction, of the cost of the ongoing construction, or that  
2 funding has ever been an issue in this matter.

3 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
4 for reasons explained above.

5 Responding Party also objects that this interrogatory violates Responding Party's rights to  
6 personal privacy and confidential financial matters, and possibly the rights of any third parties  
7 (depending on whose funds are being referenced).

8  
9 **SPECIAL INTERROGATORY NO. 25:**

10 State in complete detail each and every instance in which ELAINE CHAN CONTRIBUTED any  
11 amount of FINANCIAL FUNDS towards CONSTRUCTION on the PROPERTY from 2017  
12 through the present. For purposes of this and all other interrogatories, "ELAINE CHAN" means and  
13 refers to Defendant Elaine Yee Chan named in this action, and who is also known as the mother of  
14 Defendants Edward Chan, Howard Chan, Man Fei Chan Gold, and Raymond Chan. The term  
15 CONTRIBUTED or CONTRIBUTE means, without limitation, to give, loan, pay, lend, gift or any  
16 other way provide money or anything of value to be used to pay for costs RELATED TO  
17 CONSTRUCTION.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 25:**

19 Subject to and without waiving any foregoing objections, Responding Party responds as  
20 follows:

21 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
22 the undefined term "in complete detail". Responding Party further objects that this interrogatory  
23 is vague, ambiguous, and uncertain as to whose "financial funds" are referenced. This  
24 interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
25 "CONSTRUCTION" is "work that includes, without limitation, building, grading, installing,  
26 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
27 RELATED TO any building plans for the PROPERTY", rendering the word so all-inclusive as to

1 be meaningless. It is also vague, ambiguous, and uncertain because the provided definition of  
2 “CONTRIBUTED” relies on the capitalized but undefined term “RELATED TO” and the  
3 meaninglessly defined word “CONSTRUCTION”.

4         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
5 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
6 detail” appears to require something beyond “in detail” which Propounding Party does not  
7 explain; (2) to specially define “CONSTRUCTION” as “work that includes, without limitation,  
8 building, grading, installing, painting, improving, constructing, demolishing, designing,  
9 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
10 the word so all-inclusive as to be meaningless; (3) the provided definition of “CONTRIBUTED”  
11 relies on the capitalized but undefined term “RELATED TO” and the meaninglessly defined word  
12 “CONSTRUCTION”; and (4) there is no mention in the operative complaint of any defendant’s  
13 finances, of their ability or inability to fund construction, of the cost of the ongoing construction,  
14 or that funding has ever been an issue in this matter.

15         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
16 for reasons explained above. It is also overbroad as to time period.

17         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
18 and harassing because it requires Responding Party to look for evidence over the past eight years  
19 of any “contribution” by Responding Party’s deceased mother toward “CONSTRUCTION” (as  
20 specially and broadly defined, or not defined), which has no bearing on this litigation and is not  
21 reasonably calculated to lead to the discovery of relevant, admissible evidence.

22         Responding Party also objects that this interrogatory violates Responding Party’s rights to  
23 personal privacy and confidential financial matters, the same rights of the late Elaine Yee Chan,  
24 and possibly the rights of third parties (depending on whose funds are being referenced).

25  
26 **SPECIAL INTERROGATORY NO. 26:**

27 State in complete detail the monetary amount of FINANCIAL FUNDS for each individual instance

1 that ELAINE CHAN CONTRIBUTED towards payment of costs RELATED TO  
2 CONSTRUCTION on the PROPERTY, from 2017 through the present.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 26:**

4 Subject to and without waiving any foregoing objections, Responding Party responds as  
5 follows:

6 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
7 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
8 capitalized, and therefore specially defined, term “RELATED TO” is not defined. Responding  
9 Party further objects that this interrogatory is vague, ambiguous, and uncertain as to whose  
10 “financial funds” are referenced. This interrogatory is also vague, ambiguous, and uncertain  
11 because the definition provided for “CONSTRUCTION” is “work that includes, without  
12 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
13 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
14 rendering the word so all-inclusive as to be meaningless. It is also vague, ambiguous, and  
15 uncertain because the provided definition of “CONTRIBUTED” relies on the capitalized but  
16 undefined term “RELATED TO” and the meaninglessly defined word “CONSTRUCTION”.

17 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
18 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
19 detail” appears to require something beyond “in detail” which Propounding Party does not  
20 explain; (2) the capitalized term “RELATED TO” is left undefined; (3) to specially define  
21 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
22 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
23 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
24 meaningless; (4) the capitalized term “RELATED TO” is left undefined; (5) the provided  
25 definition of “CONTRIBUTED” relies on the capitalized but undefined term “RELATED TO”  
26 and the meaninglessly defined word “CONSTRUCTION”; and (6) there is no mention in the  
27 operative complaint of any defendant’s finances, of their ability or inability to fund construction,  
28

1 of the cost of the ongoing construction, or that funding has ever been an issue in this matter.

2 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
3 for reasons explained above. It is also overbroad as to time period.

4 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
5 and harassing because it requires Responding Party to look for evidence over the past eight years  
6 of any “contribution” by Responding Party’s deceased mother toward payment of costs  
7 “RELATED TO” “CONSTRUCTION” (as specially and broadly defined, or not defined), which  
8 has no bearing on this litigation and is not reasonably calculated to lead to the discovery of  
9 relevant, admissible evidence.

10 Responding Party also objects that this interrogatory violates Responding Party’s rights to  
11 personal privacy and confidential financial matters, the same rights of the late Elaine Yee Chan,  
12 and possibly the rights of third parties (depending on whose funds are being referenced).

13  
14 **SPECIAL INTERROGATORY NO. 27:**

15 State in complete detail all instances in which ELAINE CHAN’s refusal to CONTRIBUTE any  
16 amount of FINANCIAL FUNDS towards payment of costs RELATED TO CONSTRUCTION on  
17 the PROPERTY that resulted in any DELAY in CONSTRUCTION, from 2017 through the present.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 27:**

19 Subject to and without waiving any foregoing objections, Responding Party responds as  
20 follows:

21 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
22 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
23 capitalized, and therefore specially defined, term “RELATED TO” is not defined. Responding  
24 Party further objects that this interrogatory is vague, ambiguous, and uncertain as to whose  
25 “financial funds” are referenced. This interrogatory is also vague, ambiguous, and uncertain  
26 because the definition provided for “CONSTRUCTION” is “work that includes, without  
27 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
28

1 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
2 rendering the word so all-inclusive as to be meaningless. It is also vague, ambiguous, and  
3 uncertain because the provided definition of “CONTRIBUTED” relies on the capitalized but  
4 undefined term “RELATED TO” and the meaninglessly defined word “CONSTRUCTION”. It is  
5 also vague, ambiguous, and uncertain because the capitalized word “DELAY” is defined in terms  
6 of two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the  
7 meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the  
8 provided definition of “DELAY” would deem any normal, unavoidable cessation in construction  
9 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
10 ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

11         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
12 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
13 detail” appears to require something beyond “in detail” which Propounding Party does not  
14 explain; (2) the capitalized term “RELATED TO” is left undefined; (3) to specially define  
15 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
16 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
17 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
18 meaningless; (4) the capitalized term “RELATED TO” is left undefined; (5) the provided  
19 definition of “DELAY” would deem any normal, unavoidable cessation in construction work,  
20 such as after business hours, on weekends/holidays, during inclement weather, etc., a ”delay”; (6)  
21 the provided definition of “CONTRIBUTED” relies on the capitalized but undefined term  
22 “RELATED TO” and the meaninglessly defined word “CONSTRUCTION”; and (7) there is no  
23 mention in the operative complaint of any defendant’s finances, of their willingness or  
24 unwillingness to fund construction, of the cost of the ongoing construction, or that funding has  
25 ever been an issue in this matter.

26         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
27 for reasons explained above. It is also overbroad as to time period.

28

1 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
2 and harassing because it requires Responding Party to look for evidence over the past eight years  
3 of any “refusal to contribute” by Responding Party’s deceased mother toward payment of costs  
4 “RELATED TO CONSTRUCTION” (as specially and broadly defined, or not defined), which has  
5 no bearing on this litigation and is not reasonably calculated to lead to the discovery of relevant,  
6 admissible evidence.

7 Responding Party also objects that this interrogatory violates Responding Party’s rights to  
8 personal privacy and confidential financial matters, the same rights of the late Elaine Yee Chan,  
9 and possibly the rights of third parties (depending on whose funds are being referenced).

10  
11 **SPECIAL INTERROGATORY NO. 28:**

12 State in complete detail all instances in which a lack of FINANCIAL FUNDS towards payment of  
13 costs RELATED TO CONSTRUCTION on the PROPERTY resulted in any DELAY in  
14 CONSTRUCTION, from 2017 through the present.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 28:**

16 Subject to and without waiving any foregoing objections, Responding Party responds as  
17 follows:

18 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain as to  
19 the undefined term “in complete detail”. It is also vague, ambiguous, and uncertain because the  
20 capitalized, and therefore specially defined, term “RELATED TO” is not defined. Responding  
21 Party further objects that this interrogatory is vague, ambiguous, and uncertain as to whose  
22 “financial funds” are referenced. This interrogatory is also vague, ambiguous, and uncertain  
23 because the definition provided for “CONSTRUCTION” is “work that includes, without  
24 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
25 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
26 rendering the word so all-inclusive as to be meaningless. It is also vague, ambiguous, and  
27 uncertain because the provided definition of “CONTRIBUTED” relies on the capitalized but  
28

1 undefined term “RELATED TO” and the meaninglessly defined word “CONSTRUCTION”. It is  
2 also vague, ambiguous, and uncertain because the capitalized word “DELAY” is defined in terms  
3 of two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the  
4 meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the  
5 provided definition of “DELAY” would deem any normal, unavoidable cessation in construction  
6 work, such as after business hours, on weekends/holidays, during inclement weather, etc., a  
7 ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

8         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
9 to the discovery of relevant, admissible evidence because (1) the undefined term “in complete  
10 detail” appears to require something beyond “in detail” which Propounding Party does not  
11 explain; (2) the capitalized term “RELATED TO” is left undefined; (3) to specially define  
12 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
13 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
14 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
15 meaningless; (4) the capitalized term “RELATED TO” is left undefined; (5) the provided  
16 definition of “DELAY” would deem any normal, unavoidable cessation in construction work,  
17 such as after business hours, on weekends/holidays, during inclement weather, etc., a ”delay”; (6)  
18 the provided definition of “CONTRIBUTED” relies on the capitalized but undefined term  
19 “RELATED TO” and the meaninglessly defined word “CONSTRUCTION”; and (7) there is no  
20 mention in the operative complaint of any defendant’s finances, of their willingness or  
21 unwillingness to fund construction, of the cost of the ongoing construction, or that funding has  
22 ever been an issue in this matter.

23         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
24 for reasons explained above. It is also overbroad as to time period.

25         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
26 and harassing because it requires Responding Party to look for evidence over the past eight years  
27 of any “DELAY in CONSTRUCTION” (as specially and very broadly defined) and whether it  
28

1 could be related to a “lack of FINANCIAL FUNDS towards payment of costs RELATED TO  
2 CONSTRUCTION” (as specially and broadly defined, or not defined), which has no bearing on  
3 this litigation and is not reasonably calculated to lead to the discovery of relevant, admissible  
4 evidence.

5 Responding Party also objects that this interrogatory violates Responding Party’s rights to  
6 personal privacy and confidential financial matters, and possibly the rights of third parties  
7 (depending on whose funds are being referenced).

8

9 Dated: April 28, 2025

**LAW OFFICE OF ANDREW O. KRASTINS**

10

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12

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

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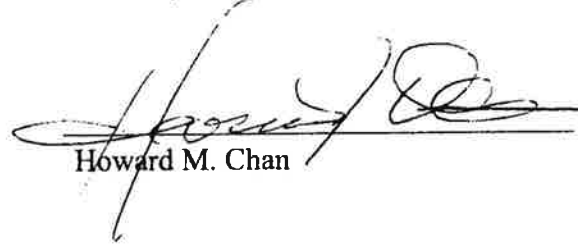
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1 VERIFICATION

2 I, Howard M, Chan, verify that I have read the OBJECTIONS AND RESPONSES TO  
3 PLAINTIFF CITY OF MONTEREY PARK's SPECIAL INTERROGATORIES TO  
4 DEFENDANT HOWARD M. CHAN (SET ONE) and know the contents thereof. The matters  
5 contained therein are true to the best of my own knowledge, except as to those matters that are  
6 alleged on information and belief, and as to those matters, I believe them to be true as of the date of  
7 these responses.

8 I declare under penalty of perjury under the laws of the State of California and the United  
9 States of America that the foregoing is true and correct.

10  
11 Executed on 4/28, 2025 at Monterey Park CA.

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Howard M. Chan

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**PROOF OF SERVICE**

**People/Monterey Park v. Robert Chan, et al.  
Case No. 24NNCV00087**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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 Los Angeles, State of California. My business address is 333 W. Sixth Street, Suite 213, San Pedro, CA 90731.

On **April 28, 2025**, I served true copies of the following document described as **OBJECTIONS AND RESPONSES TO PLAINTIFF CITY OF MONTEREY PARK's SPECIAL INTERROGATORIES TO DEFENDANT HOWARD M. CHAN (SET ONE)** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**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 [bjbickelfh@aol.com](mailto:bjbickelfh@aol.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 **April 28, 2025**, at Long Beach, California.

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Beverly J. Bickel

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**SERVICE LIST**  
**People/Monterey Park v. Robert Chan, et al.**  
**Case No. 24NNCV00087**

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**THE PEOPLE OF THE STATE OF CALIFORNIA and THE CITY OF MONTEREY PARK**

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**Attorney for Defendant**  
**RAYMOND MAN-SHU CHAN, AS TRUSTEE OF THE CHAN FAMILY TRUST**

**EXHIBIT D**

**EXHIBIT D**

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

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  
21 ROBERT CHAN, an individual, *et al.*,  
22  
23 Defendants.

Case No. 24NNCV00087

**OBJECTIONS AND RESPONSES TO  
PLAINTIFF CITY OF MONTEREY  
PARK'S SPECIAL INTERROGATORIES  
TO DEFENDANT EDWARD M. CHAN  
(SET TWO)**

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

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28 PROPOUNDING PARTY: PLAINTIFF CITY OF MONTEREY PARK  
RESPONDING PARTY: EDWARD M. CHAN  
SET NUMBER: TWO

1 Pursuant to Code of Civil Procedure section 2030.210 *et seq.*, Defendant Edward M. Chan  
2 hereby objects and responds to Plaintiff CITY OF MONTEREY PARK's (hereafter "Propounding  
3 Party") Special Interrogatories, Set Two ("Special Interrogatories") as follows:

4 **PRELIMINARY STATEMENT**

5 Responding Party has not fully completed his investigation of the facts relating to this case,  
6 discovery in this action or preparation for trial. All of the responses contained herein are based  
7 only upon such information and documents as are presently available to, and specifically known to  
8 the Responding Party. It is anticipated that further discovery, independent investigation, legal  
9 research, and analysis will supply additional facts, which may, in turn, clarify and add meaning to  
10 known facts as well as establish entirely new factual matters, all of which will lead to substantial  
11 additions to, changes in, and variations from the contentions and responses herein set forth.

12 The following responses are given without prejudice to Responding Party's right to  
13 produce evidence of any subsequently discovered fact or facts, witnesses, or information which  
14 this Responding Party may later recall or to produce any subsequently obtained documents or  
15 other tangible things. Responding Party accordingly reserves the right to change any and all  
16 responses herein as additional facts are ascertained, analyses are made, legal research is  
17 completed, and contentions are formulated. The responses contained herein are made in a good  
18 faith effort to supply as much factual information and as much specification of legal contentions as  
19 is presently known but should in no way be to the prejudice of this Responding Party in relation to  
20 further discovery, research, or analysis. Discovery is continuing.

21 This preliminary statement is incorporated into each and every response set forth below.

22 **GENERAL OBJECTIONS**

23 Responding Party generally objects to the Special Interrogatories on the following  
24 grounds, each of which is incorporated into the responses to the individual Special Interrogatories  
25 below. All responses set forth herein are subject to and without waiver of any of these General  
26 Objections.

27 1. Responding Party objects to the Special Interrogatories to the extent they would  
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1 impose an obligation on Responding Party outside the Local Civil Rules of the Superior Court of  
2 the State of California for the County of Los Angeles–North Central Division and other statutes,  
3 rules, guidelines, or common law.

4       2.       Responding Party objects to the Special Interrogatories to the extent they seek or  
5 require the disclosure of information that is protected from discovery by the attorney-client  
6 privilege, the attorney work product doctrine, the joint prosecution or common interest privilege,  
7 the right to privacy, proprietary rights, or any other applicable privilege or immunity. Such  
8 production as may hereafter occur pursuant to the Special Interrogatories shall not include any  
9 information protected by such privileges or doctrines. Inadvertent production of any information  
10 protected by an applicable privilege or doctrine is not intended to constitute, and shall not  
11 constitute, a waiver in whole or in part of any applicable privilege, protection, immunity, doctrine,  
12 or objection.

13       3.       Responding Party objects to the Special Interrogatories to the extent they seek  
14 information that is beyond the scope of permissible discovery.

15       4.       Responding Party objects to the Special Interrogatories to the extent that they seek  
16 information which is not within Responding Party’s possession, custody, or control.

17       5.       Responding Party objects to the Special Interrogatories to the extent they are overly  
18 broad as to time and/or scope.

19       6.       Responding Party objects to the Special Interrogatories to the extent they seek  
20 information that can be found by Propounding Party in the pleadings in this or any other action.

21       7.       Responding Party objects to the Special Interrogatories to the extent they require  
22 Responding Party to make legal conclusions.

23       8.       Responding Party objects to the Special Interrogatories insofar as they are vague,  
24 ambiguous, harassing, or unduly burdensome.

25       9.       Responding Party objects to the Special Interrogatories to the extent that the  
26 discovery sought is unreasonably cumulative, duplicative, or disproportionate.

27       10.       Responding Party objects to the Special Interrogatories insofar as they seek  
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1 information that is irrelevant to any claim, defense, or subject matter of the litigation or is not  
2 reasonably calculated to lead to the discovery of admissible evidence.

3 11. Responding Party objects to the Special Interrogatories to the extent they fail to  
4 state with particularity the information to be provided.

5 12. Responding Party objects to the Special Interrogatories to the extent they constitute  
6 contention discovery that is premature at this stage of the litigation and is invasive of the attorney  
7 work product doctrine.

8 13. Responding Party objects to the Special Interrogatories to the extent they  
9 prematurely seek information related to experts, expert testimony, or opinion at a time when no  
10 experts have been designated and/or when the Court has not yet determined a date for expert  
11 discovery.

12 14. Responding Party objects to each Interrogatory to the extent it calls for a legal  
13 opinion and/or conclusion.

14 15. Responding Party objects to each Interrogatory to the extent it is compound,  
15 conjunctive, or disjunctive.

16 16. In providing information in response to the Special Interrogatories, Responding  
17 Party does not in any way waive, or intend to waive, but rather intends to preserve and is  
18 preserving:

19 (a) all objections as to competency, relevancy, materiality, and/or  
20 admissibility of any Interrogatory, the responses, and their subject matter;

21 (b) all objections as to vagueness, ambiguity, or other infirmity in the  
22 form of the Interrogatory, any objections based on undue burden imposed by the  
23 Interrogatories and each individual Interrogatory contained therein;

24 (c) all rights to object on any ground to the use of any of the  
25 information in any subsequent proceedings, including the trial of this or any other action;

26 (d) the right to supplement responses to the Interrogatories; and

27 (e) any and all privileges and rights under the applicable Local Civil  
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1 Rules of the Superior Court of the State of California for the County of Los Angeles-North  
2 Central Division and other statutes, rules, guidelines, or common law;

3 (f) the right to amend, modify and supplement these responses should  
4 additional discovery warrant such amendment, modification, or supplementation.

5 17. The following specific responses are subject to and limited by these General  
6 Objections. By setting forth specific objections, Responding Party does not intend to limit or  
7 restrict these General Objections. Responding Party incorporates these General Objections into  
8 his responses to each of the Special Interrogatories. To the extent that Responding Party objects to  
9 the Special Interrogatories, any stated objections are not waived by providing responses. In  
10 addition, the inadvertent disclosure of privileged information shall not constitute a waiver of any  
11 applicable privilege. Responding Party also expressly preserves the right to object to further  
12 discovery, to the subject matter of the Special Interrogatories and to the introduction of any of  
13 these responses or any portion thereof into evidence in this action.

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15 **OBJECTIONS & RESPONSES TO SPECIAL INTERROGATORIES**

16 **SPECIAL INTERROGATORY NO. 26:**

17 IDENTIFY all persons with personal knowledge as to the hiring and retention of  
18 individuals rendering CONSTRUCTION PROJECT MANAGEMENT services onto the  
19 PROPERTY from 2017 through the present. For purposes of this interrogatory and all others  
20 herein: the term “CONSTRUCTION PROJECT MANAGEMENT” means and includes, without  
21 limitation, work with a construction management company, work as or with a general contractor,  
22 work as or with a sub-contractor, or construction-related work in any form; the term “IDENTIFY”  
23 means to provide the person’s name, address and telephone number; the term “PROPERTY”  
24 means real property located at 795 W. Garvey Avenue, Monterey Park, CA 91754, with  
25 Assessor’s Parcel Number No. 5256-003-034.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 26:**

27 Subject to and without waiving any foregoing objections, Responding Party responds as  
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1 follows:

2 Responding Party objects that this interrogatory is duplicative because there is already a  
3 Special Interrogatory No. 26 in the same Propounding Party's Special Interrogatories (Set One),  
4 and to that extent this interrogatory is also unduly burdensome, oppressive, and harassing.

5 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
6 to the discovery of relevant, admissible evidence because (1) the operative complaint does not  
7 mention either construction project management or construction management, and (2) to specially  
8 define "CONSTRUCTION PROJECT MANAGEMENT" as "without limitation, work with a  
9 construction management company, work as or with a general contractor, work as or with a sub-  
10 contractor, or construction-related work in any form" renders the term so all-inclusive as to be  
11 meaningless.

12 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
13 for reasons explained above. It is also overbroad as to time.

14 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
15 and harassing because it requires Responding Party to look for any evidence, over the last eight  
16 years, of "construction-related work in any form", whatever that may mean, and to then identify  
17 all persons with personal knowledge of those who rendered that work.

18 Without waiving the foregoing, Responding Party responds as follows: as the Propounding  
19 Party knows, the general contractor for the subject construction project since November of 2023 is  
20 and has been Joven Construction Services Inc. aka Joven Engineering and Construction ("Joven").  
21 The president of Joven is Mr. Joven Lactaoen. A Joven employee who interacted with Propounding  
22 Party regarding the construction during 2023-2024 is Janelle Simmons. According to Joven's website,  
23 <https://jovensconstructionandengineering.com/>, the Joven company also offers construction  
24 management. The Joven website above lists its contact information, including business addresses  
25 and telephone numbers.

26 Other contractors working on the project include:

- 27 • Patrick Chiu & Associates, the project architect. Mr. Patrick Chiu has personal knowledge as  
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1 to his company's work on the subject construction project. Mr. Chiu's business address is 320  
2 Clary Ave, San Gabriel, CA; telephone number is (626) 308-9983.

3 • Cal Land Engineering & Associates, Inc., the project's contractor for complex issues relating to  
4 underground work required by California and Monterey Park environmental regulations. Cal  
5 Land is a geotechnical engineering firm headquartered in Brea, California. Ray Ronquillo, Project  
6 Manager at Cal Land, has personal knowledge of his company's work on the subject construction  
7 project. The company's website is <http://web.callandeng.com/>; its address is 576 E Lambert Road,  
8 Brea, CA 92821; telephone number is (714) 671-1050.

9 • Perfect Design & Engineering, a licensed mechanical engineering firm. Raymond Zhong, its  
10 President, would have personal knowledge of his company's work on the subject construction  
11 project. The company is located at 2416 W. Valley Blvd, Alhambra, CA 91803; telephone number  
12 is (626) 289-8808.

13 • Santa Fe Water Systems (SFWS), a water piping equipment distributor and water treatment  
14 system company. Chris Lindsey, its lead stormwater design engineer, is a California licensed  
15 professional Civil engineer, and has personal knowledge of his company's work on the subject  
16 construction project. The company is located at 10244 Freeman Ave, Santa Fe Springs, CA  
17 90670; its website is <https://sfwsystems.com/>; its telephone number is (562) 777-9724.

18 • TE Construction and Electrical, Inc. was the original general contractor on the subject  
19 construction project, that we retained in 2018. The company address, as listed with the  
20 California Secretary of State, is 12745 St James Place, Baldwin Park, CA 91706. Rudy Liang  
21 (aka Rui Liang) was the company's representative at the time we retained him; his business  
22 email address was [teconstructionandelectrical@gmail.com](mailto:teconstructionandelectrical@gmail.com); his telephone number (626) 236-  
23 6673.

24 • American Civil Guy aka American Civil Construction was a concrete contractor that we  
25 previously used. Its owner at the time was James Knecht, whose email address was  
26 [Americancivilguy@gmail.com](mailto:Americancivilguy@gmail.com), and telephone number (760) 508-2867.

27 • Ramos Concrete was a concrete company that we previously used. Its owner at the time was  
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1 Phil Ramos, whose telephone number was (626) 831-2599.

2 Responding Party and Howard M. Chan hired and interact with the above contractors.  
3 Because Joven is not communicating with us, we are in the process of retaining a new general  
4 contractor. Propounding Party can contact us through our legal counsel.

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6 **SPECIAL INTERROGATORY NO. 27:**

7 LIST all DOCUMENTS that reflect the hiring and retention of individuals rendering  
8 construction project management services onto the PROPERTY from 2017 through the present.  
9 For purposes of this interrogatory all interrogatories hereinafter: the term "LIST" means to provide  
10 the title or sufficient description of DOCUMENTS that would be understood to an ordinary person  
11 of average intelligence; the term "DOCUMENT" or "DOCUMENTS" encompasses the meaning  
12 ascribed to the term "writing" in your custody and control and as described under Section 250 of  
13 the Evidence Code, and shall include, but not be limited to, any and all written, printed, typed,  
14 graphic, photographic, visual, electronic, digital, or otherwise recorded matter of any kind or  
15 nature, however produced or reproduced, whether stored electronically or digitally in computer  
16 hard drives or software or servers, whether sent or received or neither, including originals, non-  
17 identical copies, whether different from the original by reason of any notation made on such  
18 copies or otherwise, and drafts and both sides thereof including, but not limited to: letters,  
19 personnel files and records, evaluations, x-rays or other medical imaging, photographs, e-mails,  
20 correspondence, papers, memoranda, books, journals, statements, reports, test results, studies,  
21 bills, billings, invoices, worksheets, jottings, projections, calculations, notes, abstracts,  
22 advertisements, drawings, charts, audits, balance sheets, income statements, diagrams,  
23 appointment books, diaries, bids, calendars, logs, recordings, instructions, lists, minutes of  
24 meetings, orders, facsimiles, messages, summaries, tabulations, tallies, statistical analyses, tapes,  
25 computer tapes, tape recordings, computer printouts, computer disk systems, voice mails, receipts,  
26 account records including ledgers, vouchers, books of account, estimates, records, inter- and intra-  
27 office communications, questionnaires and surveys, schedules, statistical records, analyses or

1 studies of any kind, any form of recording of any telephone or other conversations, interviews,  
2 conferences or meetings and all other informal or formal writings or tangible things on which any  
3 handwriting, typing, printing, visual or sound is recorded or reproduced, and any and all  
4 amendments or supplements to all of the foregoing, whether prepared by a party or any other  
5 person.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 27:**

7 Subject to and without waiving any foregoing objections, Responding Party responds as  
8 follows:

9 Responding Party objects that this interrogatory is duplicative because there is already a  
10 Special Interrogatory No. 27 in the same Propounding Party's Special Interrogatories (Set One),  
11 and to that extent it is also unduly burdensome, oppressive, and harassing.

12 Responding Party also objects that this interrogatory is vague, ambiguous, and uncertain as  
13 to the undefined (because not capitalized) term "construction project management services".  
14 Because it is not capitalized, Responding Party assumes it does not bear the wide-ranging  
15 definition given in Special Interrogatory No. 26. Therefore, Responding Party construes that  
16 vague and ambiguous term to mean, strictly, management of a construction project.

17 Responding Party objects that this interrogatory is not reasonably calculated to lead to the  
18 discovery of relevant, admissible evidence because the operative complaint does not mention  
19 construction project management.

20 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
21 for the reason explained above. It is also overbroad as to time.

22 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
23 and harassing because it requires Responding Party to look for any documentary evidence, over  
24 the last eight years, that "reflect[s] the hiring and retention [by anyone] of individuals rendering  
25 construction project management services" regarding the subject construction project.

26 Without waiving the foregoing, Responding Party responds as follows:

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  - Email of 3/27/2019 from Rudy Liang of TE Construction to Edward Chan, with

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subject: 795 W Gavery electrical contract.

- Contract of 3/27/2019 from Rui Liang of TE Construction, with subject: Number A1070, page 1.
- Contract of 3/27/2019 from Rui Liang of TE Construction, with subject: Number A1070, page 2.
- Invoice of 3/27/2019 from Rui Liang of TE Construction, with subject: Number A1072.
- Email of 4/8/2019 from Rudy Liang of TE Construction to Edward Chan, with subject: 795 W Gavery electrical receipt.
- Invoice of 4/8/2019 from Rui Liang of TE Construction, with subject: Number A1081.
- Email of 6/6/2019 from L&T Construction, Inc. to Rudy Liang of TE Construction and Edward Chan, with subject: 795 W. Garvey, Monterey Park.
- Invoice of 6/6/2019 from L&T Construction, Inc. to Howard Chan, with subject: Invoice #3292.
- Email of 9/5/2019 from Edward Chan to Roy Liu of SCE and Rudy Liang of TE Construction, with subject: Re: (External):795 W Garvey.
- Email of 9/16/2019 (with other emails in that email chain) from Edward Chan to Rudy Liang of TE Construction, with subject: Re: (External):Re: 795 W Garvey, Monterey Park.
- Proposal of 9/24/2019 from American Civil Construction to TE Construction and Edward Chan, with subject: 795 Garvey Ave Monterey CA.
- Email of 9/26/2019 from Rudy Liang of TE Construction to Edward Chan, with subject: Fwd: I am sharing 'civil lettersharkrudy.docx' with you.

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**SPECIAL INTERROGATORY NO. 28:**

IDENTIFY all persons with personal knowledge as to the hiring and retention of every CONTRACTOR that from 2017 through the present has performed any CONSTRUCTION related services to the PROPERTY. For purposes of this and other interrogatories herein: the term CONTRACTOR means any general contractor; subcontractor, laborer, architect, engineer, or designer, regardless of any licensing or certification; the term CONSTRUCTION means any work that includes, without limitation, building, grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising, or planning RELATED TO any building plans for the PROPERTY approved by the City of Monterey Park since 2017; the term “IDENTIFY” regarding any persons means to provide a person’s full name, professional title or job position, address, and telephone number.

**RESPONSE TO SPECIAL INTERROGATORY NO. 28:**

Subject to and without waiving any foregoing objections, Responding Party responds as follows:

Responding Party objects that this interrogatory is duplicative because there is already a Special Interrogatory No. 28 in the same Propounding Party’s Special Interrogatories (Set One), and to that extent it is also unduly burdensome, oppressive, and harassing.

Responding Party objects that this interrogatory is vague, ambiguous, and uncertain because the capitalized, and therefore specially defined, term “RELATED TO” is not defined. This interrogatory is also vague, ambiguous, and uncertain because it defines “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising or planning RELATED TO any building plans for the PROPERTY”, rendering the term so all-inclusive as to be meaningless.

Responding Party further objects that this interrogatory is not reasonably calculated to lead to the discovery of relevant, admissible evidence because (1) the capitalized term “RELATED

1 TO” is left undefined; and (2) to specially define “CONSTRUCTION” as “work that includes,  
2 without limitation, building, grading, installing, painting, improving, constructing, demolishing,  
3 designing, evaluating, advising or planning RELATED TO any building plans for the  
4 PROPERTY” renders the term so all-inclusive as to be meaningless.

5 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
6 for reasons explained above and also because “CONTRACTOR” is specially defined very broadly  
7 to even include laborers of any kind and those with any employer or no employer. It is also  
8 overbroad as to time.

9 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
10 and harassing because it requires Responding Party to look for any evidence, over the last eight  
11 years, of “CONSTRUCTION related services”, whatever that may mean, and to then identify all  
12 persons with personal knowledge of CONTRACTORS (as specially and broadly defined) who  
13 rendered that work.

14 Without waiving the foregoing, Responding Party responds as follows: contractors working  
15 on the project include:

- 16 • The general contractor for the subject construction project since November of 2023, Joven  
17 Construction Services Inc. aka Joven Engineering and Construction (“Joven”). The president  
18 of Joven is Mr. Joven Lactaoen. A Joven employee who interacted with Propounding Party  
19 regarding the construction during 2023-2024 is Janelle Simmons. Joven’s website,  
20 <https://jovensconstructionandengineering.com/>, lists its contact information, including business  
21 addresses and telephone numbers.
- 22 • Patrick Chiu & Associates, the project architect. Mr. Patrick Chiu has personal knowledge as  
23 to his company’s work on the subject construction project. Mr. Chiu’s business address is 320  
24 Clary Ave, San Gabriel, CA; telephone number is (626) 308-9983.
- 25 • Cal Land Engineering & Associates, Inc., the project’s contractor for complex issues relating to  
26 underground work required by California and Monterey Park environmental regulations. Cal  
27 Land is a geotechnical engineering firm headquartered in Brea, California. Ray Ronquillo, Project  
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1 Manager at Cal Land, has personal knowledge of his company's work on the subject construction  
2 project. The company's website is <http://web.callandeng.com/>; its address is 576 E Lambert Road,  
3 Brea, CA 92821; telephone number is (714) 671-1050.

4 • Perfect Design & Engineering, a licensed mechanical engineering firm. Raymond Zhong, its  
5 President, would have personal knowledge of his company's work on the subject construction  
6 project. The company is located at 2416 W. Valley Blvd, Alhambra, CA 91803; telephone number  
7 is (626) 289-8808.

8 • Santa Fe Water Systems (SFWS), a water piping equipment distributor and water treatment  
9 system company. Chris Lindsey, its lead stormwater design engineer, is a California licensed  
10 professional Civil engineer, and has personal knowledge of his company's work on the subject  
11 construction project. The company is located at 10244 Freeman Ave, Santa Fe Springs, CA  
12 90670; its website is <https://sfwsystems.com/>; its telephone number is (562) 777-9724.

13 • TE Construction and Electrical, Inc. was the original general contractor on the subject  
14 construction project, that we retained in 2018. The company address, as listed with the  
15 California Secretary of State, is 12745 St James Place, Baldwin Park, CA 91706. Rudy Liang  
16 (aka Rui Liang) was the company's representative at the time we retained him; his business  
17 email address was [teconstructionandelectrical@gmail.com](mailto:teconstructionandelectrical@gmail.com); his telephone number (626) 236-  
18 6673.

19 • American Civil Guy aka American Civil Construction was a concrete contractor that we  
20 previously used. Its owner at the time was James Knecht, whose email address was  
21 [Americancivilguy@gmail.com](mailto:Americancivilguy@gmail.com), and telephone number (760) 508-2867.

22 • Ramos Concrete was a concrete company that we previously used. Its owner at the time was  
23 Phil Ramos, whose telephone number was (626) 831-2599.

24 Responding Party and Howard M. Chan hired and interact with the above contractors.  
25 Propounding Party can contact us through our legal counsel.

1 **SPECIAL INTERROGATORY NO. 29:**

2 LIST all DOCUMENTS that reflect the hiring and retention of every CONTRACTOR that  
3 from 2017 through the present has performed any CONSTRUCTION related services to the  
4 PROPERTY. For purposes of this and all other interrogatories hereinafter: the term  
5 CONTRACTOR means any general contractor; subcontractor, laborer, architect, engineer, or  
6 designer, regardless of any licensing or certification; the term CONSTRUCTION means any work  
7 that includes, without limitation, building, grading, installing, painting, improving, constructing,  
8 demolishing, designing, evaluating, advising, or planning RELATED TO any building plans for the  
9 PROPERTY approved by the City of Monterey Park since 2017.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 29:**

11 Subject to and without waiving any foregoing objections, Responding Party responds as  
12 follows:

13 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
14 because the capitalized, and therefore specially defined, term “RELATED TO” is not defined.  
15 This interrogatory is also vague, ambiguous, and uncertain because it defines  
16 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
17 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
18 RELATED TO any building plans for the PROPERTY”, rendering the term so all-inclusive as to  
19 be meaningless.

20 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
21 to the discovery of relevant, admissible evidence because (1) the capitalized term “RELATED  
22 TO” is left undefined; and (2) to specially define “CONSTRUCTION” as “work that includes,  
23 without limitation, building, grading, installing, painting, improving, constructing, demolishing,  
24 designing, evaluating, advising or planning RELATED TO any building plans for the  
25 PROPERTY” renders the term so all-inclusive as to be meaningless.

26 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
27 for reasons explained above and also because “CONTRACTOR” is specially defined very broadly  
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1 to even include laborers of any kind and those with any employer or no employer. It is also  
2 overbroad as to time.

3 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
4 and harassing because it requires Responding Party to look for any evidence, over the last eight  
5 years, of “CONSTRUCTION related services”, whatever that may mean, and to then identify all  
6 documents, over the last eight years, that “reflect the hiring and retention [by anyone] of every  
7 CONTRACTOR” (as specially and broadly defined) who performed those services “RELATED  
8 TO” any building plans for the property approved by the City.

9 Without waiving the foregoing, Responding Party responds as follows:

- 10 • Email of 3/27/2019 from Rudy Liang of TE Construction to Edward Chan, with  
11 subject: 795 W Gavery electrical contract.
- 12 • Contract of 3/27/2019 from Rui Liang of TE Construction, with subject: Number  
13 A1070, page 1.
- 14 • Contract of 3/27/2019 from Rui Liang of TE Construction, with subject: Number  
15 A1070, page 2.
- 16 • Invoice of 3/27/2019 from Rui Liang of TE Construction, with subject: Number  
17 A1072.
- 18 • Email of 4/8/2019 from Rudy Liang of TE Construction to Edward Chan, with  
19 subject: 795 W Gavery electrical receipt.
- 20 • Invoice of 4/8/2019 from Rui Liang of TE Construction, with subject: Number  
21 A1081.
- 22 • Email of 6/6/2019 from L&T Construction, Inc. to Rudy Liang of TE Construction  
23 and Edward Chan, with subject: 795 W. Garvey, Monterey Park.
- 24 • Invoice of 6/6/2019 from L&T Construction, Inc. to Howard Chan, with subject:  
25 Invoice #3292.
- 26 • Email of 9/5/2019 from Edward Chan to Roy Liu of SCE and Rudy Liang of TE  
27 Construction, with subject: Re: (External):795 W Garvey.

- 1 • Email of 9/16/2019 from Edward Chan to Rudy Liang of TE Construction, with  
2 subject: Re: (External):Re: 795 W Garvey, Monterey Park.
- 3 • Proposal of 9/24/2019 from American Civil Construction to TE Construction and  
4 Edward Chan, with subject: 795 Garvey Ave Monterey CA.
- 5 • Email of 9/26/2019 from Rudy Liang of TE Construction to Edward Chan, with  
6 subject: Fwd: I am sharing 'civil lettersharkrudy.docx' with you.
- 7 • Email of 10/19/2021 (and other emails within the email chain) from architect Patrick  
8 Chiu to Edward Chan and Howard Chan, with subject: 795 W Garvey – Underground  
9 Concrete Tank.
- 10 • Email of 11/4/2021 from Edward Chan to James Knecht of American Civil  
11 Construction, with subject: 795 Garvey SCE map.
- 12 • Email of 12/30/2021 (and other emails within the email chain) from architect Patrick  
13 Chiu to Edward Chan and Howard Chan, with subject: Fwd: 795 W Garvey Ave.,  
14 Monterey Park (Final Grading).
- 15 • Email of 1/7/2022 (and other emails within the email chain) from architect Patrick  
16 Chiu to Edward Chan and Howard Chan, with subject: Fwd: 795 W Garvey Ave.,  
17 Monterey Park (Final Grading)-Water Tank.
- 18 • Email of 3/3/2022 (and other emails within the email chain) from Cal Land  
19 Engineering's Francis Lin to Edward Chan and Howard Chan, with subject: Re: 795  
20 Garvey Ave., Monterey Park.
- 21 • Email of 4/18/2022 (and other emails within the email chain) from Cal Land  
22 Engineering's Nam Tran to Edward Chan, with subject: 795 Garvey Ave., Monterey  
23 Park.
- 24 • Email of 6/22/2022 (and other emails within the email chain) from Monterey Park's  
25 Vivian Chen to Edward Chan and Howard Chan, with subject: 795 W Garvey Ave –  
26 Sewer connection permit.
- 27 • Undated "Monterey Park Scope of Work/Schedule" from American Civil  
28

1 Construction, regarding concrete work at the Property.

- 2 • Public Works Construction Permit Application dated 6/30/2022, signed by Cynthia
- 3 Hurley “for James D. Knecht (American Civil)”.
- 4 • City of Monterey Park Street Encroachment Permit Application dated 6/30/2022,
- 5 digitally signed by James D. Knecht of American Civil Construction.
- 6 • Email of 2/17/2023 from Edward Chan to Monterey Park’s Vivian Chen and Phil
- 7 Ramos of Ramos Concrete, with subject: 795 Garvey Side Walk.
- 8 • Email of 2/27/2023 from Edward Chan to Phil Ramos of Ramos Concrete and
- 9 Monterey Park’s Vivian Chen, with subject: Edison Electrical Map Plans.
- 10 • Email of 3/20/2023 from Edward Chan to Phil Ramos of Ramos Concrete, with
- 11 subject: Permit Information.

12

13 **SPECIAL INTERROGATORY NO. 30:**

14 LIST all DOCUMENTS that reflect the hiring and retention of licensed general contractors

15 retained since 2017 to the present RELATED TO CONSTRUCTION on the PROPERTY.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 30:**

17 Subject to and without waiving any foregoing objections, Responding Party responds as

18 follows:

19 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain

20 because the capitalized, and therefore specially defined, term “RELATED TO” is not defined.

21 This interrogatory is also vague, ambiguous, and uncertain because the definition provided for

22 “CONSTRUCTION” in Interrogatory No. 29 is “work that includes, without limitation, building,

23 grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising

24 or planning RELATED TO any building plans for the PROPERTY”, rendering the term so all-

25 inclusive as to be meaningless.

26 Responding Party further objects that this interrogatory is not reasonably calculated to lead

27 to the discovery of relevant, admissible evidence because (1) the capitalized term “RELATED

1 TO” is left undefined; and (2) to specially define “CONSTRUCTION” as “work that includes,  
2 without limitation, building, grading, installing, painting, improving, constructing, demolishing,  
3 designing, evaluating, advising or planning RELATED TO any building plans for the  
4 PROPERTY” renders the term so all-inclusive as to be meaningless.

5 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
6 for reasons explained above. It is also overbroad as to time.

7 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
8 and harassing because it requires Responding Party to look for any documentary evidence, over  
9 the last eight years, of “CONSTRUCTION” as it is specially and very broadly defined in  
10 Interrogatory No. 29, and to then identify all documents, over the last eight years, that “reflect the  
11 hiring and retention [by anyone] of licensed general contractors . . . RELATED TO” that work.

12 Without waiving the foregoing, Responding Party responds as follows:

- 13 • Email of 3/27/2019 from Rudy Liang of TE Construction to Edward Chan, with  
14 subject: 795 W Gavery electrical contract.
- 15 • Contract of 3/27/2019 from Rui Liang of TE Construction, with subject: Number  
16 A1070, page 1.
- 17 • Contract of 3/27/2019 from Rui Liang of TE Construction, with subject: Number  
18 A1070, page 2.
- 19 • Invoice of 3/27/2019 from Rui Liang of TE Construction, with subject: Number  
20 A1072.
- 21 • Email of 4/8/2019 from Rudy Liang of TE Construction to Edward Chan, with  
22 subject: 795 W Gavery electrical receipt.
- 23 • Invoice of 4/8/2019 from Rui Liang of TE Construction, with subject: Number  
24 A1081.
- 25 • Email of 6/6/2019 from L&T Construction, Inc. to Rudy Liang of TE Construction  
26 and Edward Chan, with subject: 795 W. Garvey, Monterey Park.
- 27 • Invoice of 6/6/2019 from L&T Construction, Inc. to Howard Chan, with subject:  
28

1 Invoice #3292.

- 2 • Email of 9/5/2019 from Edward Chan to Roy Liu of SCE and Rudy Liang of TE  
3 Construction, with subject: Re: (External):795 W Garvey.
- 4 • Email of 9/16/2019 from Edward Chan to Rudy Liang of TE Construction, with  
5 subject: Re: (External):Re: 795 W Garvey, Monterey Park.
- 6 • Proposal of 9/24/2019 from American Civil Construction to TE Construction and  
7 Edward Chan, with subject: 795 Garvey Ave Monterey CA.
- 8 • Email of 9/26/2019 from Rudy Liang of TE Construction to Edward Chan, with  
9 subject: Fwd: I am sharing 'civil lettersharkrudy.docx' with you.

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14 **SPECIAL INTERROGATORY NO. 31:**

15 LIST all DOCUMENTS that detail all CONSTRUCTION performed RELATING TO the  
16 PROPERTY'S sewer system from October 21, 2024 to the present.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 31:**

18 Subject to and without waiving any foregoing objections, Responding Party responds as  
19 follows:

20 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
21 because the capitalized, and therefore specially defined, term "RELATING TO" is not defined.  
22 This interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
23 "CONSTRUCTION" is "work that includes, without limitation, building, grading, installing,  
24 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
25 RELATED TO any building plans for the PROPERTY", rendering the word so all-inclusive as to  
26 be meaningless.

27 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
28

1 to the discovery of relevant, admissible evidence because (1) the capitalized terms “RELATED  
2 TO” (within the provided definition of “CONSTRUCTION”) and “RELATING TO” are left  
3 undefined; and (2) to specially define “CONSTRUCTION” as “work that includes, without  
4 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
5 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
6 the word so all-inclusive as to be meaningless.

7 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
8 for reasons explained above.

9 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
10 and harassing because it requires Responding Party to look for all documentary evidence of  
11 “CONSTRUCTION performed RELATING TO” (whatever that may mean) “the PROPERTY’s  
12 sewer system”, and to then identify all documents that detail that work.

13 Without waiving the foregoing, Responding Party responds as follows: The City did not  
14 approve the sewer system plans until January of 2025. Responsive documents are the following:

- 15 • Email of 2/12/2025 from Edward Chan to Joven Lactaoen, Janelle Simmons, and  
16 Andrew O. Krastins, with Subject: 795 Garvey LID System.

17  
18  
19  
20 **SPECIAL INTERROGATORY NO. 32:**

21 LIST each and every non-privileged document that provides the estimate as to when  
22 CONSTRUCTION RELATING TO the PROPERTY’S sewer system will be completed.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 32:**

24 Subject to and without waiving any foregoing objections, Responding Party responds as  
25 follows:

26 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
27 because the capitalized, and therefore specially defined, term “RELATING” is not defined. This  
28

1 interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
2 “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing,  
3 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
4 RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to  
5 be meaningless. This interrogatory is also vague, ambiguous, and uncertain because it implies that  
6 there is just one estimate (“the estimate”) without stating any time frame, any source that would  
7 have provided “the estimate”, or any other way to identify what is meant by “the estimate”.

8         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
9 to the discovery of relevant, admissible evidence because (1) the capitalized terms “RELATED  
10 TO” (within the provided definition of “CONSTRUCTION”) and “RELATING TO” are left  
11 undefined; and (2) to specially define “CONSTRUCTION” as “work that includes, without  
12 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
13 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
14 the word so all-inclusive as to be meaningless.

15         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
16 for reasons explained above. It is also overbroad as to time.

17         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
18 and harassing because it requires Responding Party to look for all documentary evidence of “the  
19 estimate as to when CONSTRUCTION RELATING TO” (whatever that may mean) “the  
20 PROPERTY’s sewer system will be completed”.

21         Without waiving the foregoing, Responding Party responds as follows: Responding Party  
22 has no such documents in his possession, custody, or control. As of the date of this response,  
23 Responding Party and Edward M. Chan anticipate the permits for the sewer system will be obtained  
24 within two weeks of the date of these responses, provided that the prospective general contractor  
25 commences activity as planned.

1 **SPECIAL INTERROGATORY NO. 33:**

2 IDENTIFY all persons with personal knowledge as to any DELAY of CONSTRUCTION  
3 on the PROPERTY between the years 2017-2019. For purposes of this and all other interrogatories:  
4 the term DELAY means any lack of actively engaging in CONSTRUCTION RELATED TO any  
5 building plans approved by the City of Monterey Park since 2017; the terms "RELATING TO" or  
6 "RELATES TO" means containing, constituting, considering, comprising, concerning, discussing,  
7 regarding, describing, reflecting, studying, commenting or reporting on, mentioning, analyzing, or  
8 referring, alluding, or pertaining to, in whole or in part.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 33:**

10 Subject to and without waiving any foregoing objections, Responding Party responds as  
11 follows:

12 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
13 because the capitalized, and therefore specially defined, term "RELATED TO" is not defined.  
14 This interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
15 "CONSTRUCTION" is "work that includes, without limitation, building, grading, installing,  
16 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
17 RELATED TO any building plans for the PROPERTY", rendering the word so all-inclusive as to  
18 be meaningless. This interrogatory is also vague, ambiguous, and uncertain because the  
19 capitalized, and therefore specially defined, word "DELAY" is defined in terms of the two vague,  
20 ambiguous, and uncertain terms above ("RELATED TO" and "CONSTRUCTION") and also  
21 because the provided definition of "DELAY" would deem any normal, unavoidable cessation in  
22 construction work, such as after business hours, on weekends/holidays, during inclement weather,  
23 etc., a "delay" and implies that there is something wrong with such normal and unavoidable  
24 cessations.

25 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
26 to the discovery of relevant, admissible evidence because (1) the capitalized term "RELATED  
27 TO" is left undefined; (2) to specially define "CONSTRUCTION" as "work that includes, without  
28

1 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
2 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
3 the word so all-inclusive as to be meaningless; (3) the provided definition of “DELAY” would  
4 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
5 weekends/holidays, during inclement weather, etc., a ”delay”; and (4) the indicated time period  
6 ended five years ago and is therefore unrelated to the current status of the subject construction  
7 project or the Complaint’s causes of action against Defendants.

8 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
9 for reasons explained above.

10 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
11 and harassing because it requires Responding Party to look for all evidence, going back eight years  
12 before now, of any “DELAY of CONSTRUCTION” (whatever that may mean) and identify all  
13 persons with personal knowledge of any so-called, long-ago delay.

14 Without waiving the foregoing, Responding Party responds as follows: There are no such  
15 persons, because there was no construction until 2019, and there was no delay in the designated time  
16 period.

17

18 **SPECIAL INTERROGATORY NO. 34:**

19 LIST all DOCUMENTS that detail any DELAY of CONSTRUCTION on the PROPERTY  
20 between the years 2017-2019.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 34:**

22 Subject to and without waiving any foregoing objections, Responding Party responds as  
23 follows:

24 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
25 because the definition provided for “CONSTRUCTION” is “work that includes, without  
26 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
27 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,

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1 rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague,  
2 ambiguous, and uncertain because the capitalized, and therefore specially defined, word  
3 “DELAY” is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term  
4 “RELATED TO” and the meaninglessly-defined word “CONSTRUCTION” as mentioned above)  
5 and also because the provided definition of “DELAY” would deem any normal, unavoidable  
6 cessation in construction work, such as after business hours, on weekends/holidays, during  
7 inclement weather, etc., a ”delay” and implies that there is something wrong with such normal and  
8 unavoidable cessations.

9         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
10 to the discovery of relevant, admissible evidence because (1) to specially define  
11 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
12 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
13 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
14 meaningless; (2) the provided definition of “DELAY” would deem any normal, unavoidable  
15 cessation in construction work, such as after business hours, on weekends/holidays, during  
16 inclement weather, etc., a ”delay”; and (3) the indicated time period ended five years ago and is  
17 therefore unrelated to the current status of the subject construction project or the Complaint’s  
18 causes of action against Defendants.

19         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
20 for reasons explained above.

21         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
22 and harassing because it requires Responding Party to look for all documentary evidence, going  
23 back eight years before now, of any “DELAY of CONSTRUCTION” (whatever that may mean).

24         Without waiving the foregoing, Responding Party responds as follows: There are no such  
25 documents in Responding Party’s possession, custody, or control, because there was no construction  
26 until 2019, and there was no delay in the designated time period.

27  
28

1 **SPECIAL INTERROGATORY NO. 35:**

2 LIST all DOCUMENTS that detail any DELAY of CONSTRUCTION on the PROPERTY  
3 during the year 2020.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 35:**

5 Subject to and without waiving any foregoing objections, Responding Party responds as  
6 follows:

7 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
8 because the definition provided for "CONSTRUCTION" is "work that includes, without  
9 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
10 evaluating, advising or planning RELATED TO any building plans for the PROPERTY",  
11 rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague,  
12 ambiguous, and uncertain because the capitalized, and therefore specially defined, word  
13 "DELAY" is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term  
14 "RELATED TO" and the meaninglessly-defined word "CONSTRUCTION" as mentioned above)  
15 and also because the provided definition of "DELAY" would deem any normal, unavoidable  
16 cessation in construction work, such as after business hours, on weekends/holidays, during  
17 inclement weather, etc., a "delay" and implies that there is something wrong with such normal and  
18 unavoidable cessations.

19 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
20 to the discovery of relevant, admissible evidence because (1) to specially define  
21 "CONSTRUCTION" as "work that includes, without limitation, building, grading, installing,  
22 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
23 RELATED TO any building plans for the PROPERTY" renders the word so all-inclusive as to be  
24 meaningless; and (2) the provided definition of "DELAY" would deem any normal, unavoidable  
25 cessation in construction work, such as after business hours, on weekends/holidays, during  
26 inclement weather, etc., a "delay".

27 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
28

1 for reasons explained above.

2 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
3 and harassing because it requires Responding Party to look for all documentary evidence of any  
4 “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
5 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
6 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
7 of relevant, admissible evidence.

8 Without waiving the foregoing, Responding Party responds as follows: There are no such  
9 documents in Responding Party’s possession, custody, or control; delays were due to the COVID  
10 pandemic, which resulted in stay-at-home rules, the closure of governmental offices, work-at-home  
11 orders, and staffing shortages, including staffing shortages even after restrictions were lifted,  
12 especially in the construction industry. Another source of delays was the outsourcing of City  
13 departmental services, such as plan checks and other formerly core municipal services to third  
14 parties.

15  
16 **SPECIAL INTERROGATORY NO. 36:**

17 LIST all DOCUMENTS that detail any DELAY of CONSTRUCTION on the PROPERTY during  
18 the year 2021.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 36:**

20 Subject to and without waiving any foregoing objections, Responding Party responds as  
21 follows:

22 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
23 because the definition provided for “CONSTRUCTION” is “work that includes, without  
24 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
25 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
26 rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague,  
27 ambiguous, and uncertain because the capitalized, and therefore specially defined, word

1 "DELAY" is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term  
2 "RELATED TO" and the meaninglessly-defined word "CONSTRUCTION" as mentioned above)  
3 and also because the provided definition of "DELAY" would deem any normal, unavoidable  
4 cessation in construction work, such as after business hours, on weekends/holidays, during  
5 inclement weather, etc., a "delay" and implies that there is something wrong with such normal and  
6 unavoidable cessations.

7 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
8 to the discovery of relevant, admissible evidence because (1) to specially define  
9 "CONSTRUCTION" as "work that includes, without limitation, building, grading, installing,  
10 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
11 RELATED TO any building plans for the PROPERTY" renders the word so all-inclusive as to be  
12 meaningless; and (2) the provided definition of "DELAY" would deem any normal, unavoidable  
13 cessation in construction work, such as after business hours, on weekends/holidays, during  
14 inclement weather, etc., a "delay".

15 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
16 for reasons explained above.

17 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
18 and harassing because it requires Responding Party to look for all documentary evidence of any  
19 "DELAY of CONSTRUCTION" (whatever that may mean) which, as noted above, is vague,  
20 ambiguous, uncertain, and so broadly defined as to include any number of supposed "delays"  
21 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
22 of relevant, admissible evidence.

23 Without waiving the foregoing, Responding Party responds as follows: There are no such  
24 documents in Responding Party's possession, custody, or control; delays were due to the COVID  
25 pandemic, which resulted in stay-at-home rules, the closure of governmental offices, work-at-home  
26 orders, and staffing shortages, including staffing shortages even after restrictions were lifted,  
27 especially in the construction industry. Another source of delays was the outsourcing of City  
28

1 departmental services, such as plan checks and other formerly core municipal services to third  
2 parties. Additionally, the concrete contractor ceased work and abandoned the project.

3  
4 **SPECIAL INTERROGATORY NO. 37:**

5 LIST all DOCUMENTS that detail any DELAY of CONSTRUCTION on the PROPERTY during  
6 the year 2022.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 37:**

8 Subject to and without waiving any foregoing objections, Responding Party responds as  
9 follows:

10 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
11 because the definition provided for “CONSTRUCTION” is “work that includes, without  
12 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
13 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
14 rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague,  
15 ambiguous, and uncertain because the capitalized, and therefore specially defined, word  
16 “DELAY” is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term  
17 “RELATED TO” and the meaninglessly-defined word “CONSTRUCTION” as mentioned above)  
18 and also because the provided definition of “DELAY” would deem any normal, unavoidable  
19 cessation in construction work, such as after business hours, on weekends/holidays, during  
20 inclement weather, etc., a ”delay” and implies that there is something wrong with such normal and  
21 unavoidable cessations.

22 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
23 to the discovery of relevant, admissible evidence because (1) to specially define  
24 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
25 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
26 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
27 meaningless; and (2) the provided definition of “DELAY” would deem any normal, unavoidable  
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1 cessation in construction work, such as after business hours, on weekends/holidays, during  
2 inclement weather, etc., a "delay".

3 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
4 for reasons explained above.

5 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
6 and harassing because it requires Responding Party to look for all documentary evidence of any  
7 "DELAY of CONSTRUCTION" (whatever that may mean) which, as noted above, is vague,  
8 ambiguous, uncertain, and so broadly defined as to include any number of supposed "delays"  
9 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
10 of relevant, admissible evidence.

11 Without waiving the foregoing, Responding Party responds as follows: There are no such  
12 documents in Responding Party's possession, custody, or control; delays were due to the COVID  
13 pandemic, which resulted in stay-at-home rules, the closure of governmental offices, work-at-home  
14 orders, and staffing shortages, including staffing shortages even after restrictions were lifted,  
15 especially in the construction industry. Another source of delays was the outsourcing of City  
16 departmental services, such as plan checks and other formerly core municipal services to third  
17 parties. Additionally, Defendants' concrete contractor abandoned the project and failed to perform  
18 the agreed-upon work. Further delays were caused by excessive rains, which prevented further work  
19 until the soil was sufficiently dry.

20  
21 **SPECIAL INTERROGATORY NO. 38:**

22 LIST all DOCUMENTS that detail any DELAY of CONSTRUCTION on the PROPERTY during  
23 the year 2023.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 38:**

25 Subject to and without waiving any foregoing objections, Responding Party responds as  
26 follows:

27 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
28

1 because the definition provided for “CONSTRUCTION” is “work that includes, without  
2 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
3 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
4 rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague,  
5 ambiguous, and uncertain because the capitalized, and therefore specially defined, word  
6 “DELAY” is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term  
7 “RELATED TO” and the meaninglessly-defined word “CONSTRUCTION” as mentioned above)  
8 and also because the provided definition of “DELAY” would deem any normal, unavoidable  
9 cessation in construction work, such as after business hours, on weekends/holidays, during  
10 inclement weather, etc., a ”delay” and implies that there is something wrong with such normal and  
11 unavoidable cessations.

12           Responding Party further objects that this interrogatory is not reasonably calculated to lead  
13 to the discovery of relevant, admissible evidence because (1) to specially define  
14 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
15 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
16 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
17 meaningless; and (2) the provided definition of “DELAY” would deem any normal, unavoidable  
18 cessation in construction work, such as after business hours, on weekends/holidays, during  
19 inclement weather, etc., a ”delay”.

20           Responding Party further objects that this interrogatory is overbroad as to subject matter,  
21 for reasons explained above.

22           Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
23 and harassing because it requires Responding Party to look for all documentary evidence of any  
24 “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
25 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
26 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
27 of relevant, admissible evidence.

28

1 Without waiving the foregoing, Responding Party responds as follows: There are no such  
2 documents in Responding Party's possession, custody, or control as to the delays due to the COVID  
3 pandemic and the record rainfall that year. The project was also delayed by the City's demand that  
4 Defendants obtain the prior general contractor's written permission to hire the new general  
5 contractor Joven; as to that delay, Responding Party provides this information:

- 6 • Email dated 11/9/2023 (and other emails within that email chain) from Joven's  
7 Janelle Simmons to Edward Chan, with subject: Fwd: Change of contractor.
- 8 • Email dated 11/9/2023 (and other emails within that email chain) from Edward Chan  
9 to Monterey Park's Vivian Chen, with subject: 795 W Garvey.
- 10 • Email dated 12/27/2023 (and other emails within that email chain) from Joven's  
11 Janelle Simmons to Edward Chan, with subject: (no subject).

12  
13 **SPECIAL INTERROGATORY NO. 39:**

14 LIST all DOCUMENTS that detail any DELAY of CONSTRUCTION on the PROPERTY during  
15 the year 2024.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 39:**

17 Subject to and without waiving any foregoing objections, Responding Party responds as  
18 follows:

19 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
20 because the definition provided for "CONSTRUCTION" is "work that includes, without  
21 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
22 evaluating, advising or planning RELATED TO any building plans for the PROPERTY",  
23 rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague,  
24 ambiguous, and uncertain because the capitalized, and therefore specially defined, word  
25 "DELAY" is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term  
26 "RELATED TO" and the meaninglessly-defined word "CONSTRUCTION" as mentioned above)  
27 and also because the provided definition of "DELAY" would deem any normal, unavoidable  
28

1 cessation in construction work, such as after business hours, on weekends/holidays, during  
2 inclement weather, etc., a "delay" and implies that there is something wrong with such normal and  
3 unavoidable cessations.

4         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
5 to the discovery of relevant, admissible evidence because (1) to specially define  
6 "CONSTRUCTION" as "work that includes, without limitation, building, grading, installing,  
7 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
8 RELATED TO any building plans for the PROPERTY" renders the word so all-inclusive as to be  
9 meaningless; and (2) the provided definition of "DELAY" would deem any normal, unavoidable  
10 cessation in construction work, such as after business hours, on weekends/holidays, during  
11 inclement weather, etc., a "delay".

12         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
13 for reasons explained above.

14         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
15 and harassing because it requires Responding Party to look for all documentary evidence of any  
16 "DELAY of CONSTRUCTION" (whatever that may mean) which, as noted above, is vague,  
17 ambiguous, uncertain, and so broadly defined as to include any number of supposed "delays"  
18 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
19 of relevant, admissible evidence.

20         Without waiving the foregoing, Responding Party responds as follows: There are no such  
21 documents in Responding Party's possession, custody, or control as to the delays due to the record  
22 rainfall that year. The project was also delayed by the City's demand that Defendants obtain the  
23 prior general contractor's written permission to hire the new general contractor Joven; documents  
24 pertaining to that delay are the following:

- 25             • Letter dated Dec. 22, 2023 from Monterey Park Assistant City Attorney Timothy E.  
26                 Campen to Edward Chan and Howard Chan, with subject: NOTICE OF PUBLIC

1 NUISANCE, CORRECTIVE ACTIONS, AND ENFORCEMENT; 795 N. Garvey  
2 Ave.; APN: 5256-003-034.

- 3 • Email of Feb. 25, 2024 from Defendants’ legal counsel Andrew O. Krastins to  
4 Monterey Park Assistant City Attorney Timothy E. Campen.
- 5 • Email of Sept. 9, 2024 from Monterey Park Assistant City Attorney Timothy E.  
6 Campen to Defendants’ legal counsel Andrew O. Krastins, with subject: Edward  
7 Chan interaction with MP Public Works Department, Building Division, and City  
8 Consultants.
- 9 • Email of Sept. 9, 2024 from Monterey Park’s Ziad Mazboudi to Edward Chan, with  
10 subject: 795 W. Garvey.
- 11 • Email of Sept. 10, 2024 from Defendants’ legal counsel Andrew O. Krastins to  
12 Monterey Park Assistant City Attorney Timothy E. Campen, with subject: Re:  
13 Edward Chan interaction with MP Public Works Department, Building Division, and  
14 City Consultants.
- 15 • Email of Sept. 10, 2024 from Monterey Park Assistant City Attorney Timothy E.  
16 Campen to Defendants’ legal counsel Andrew O. Krastins, with subject: Re: Edward  
17 Chan interaction with MP Public Works Department, Building Division, and City  
18 Consultants.

19  
20 **SPECIAL INTERROGATORY NO. 40:**

21 Identify all persons with personal knowledge regarding the amount of FINANCIAL FUNDS  
22 currently available to YOU to pay for remaining CONSTRUCTION costs RELATED TO the  
23 PROPERTY. For purposes of this interrogatory and all others hereinafter, the term “FINANCIAL  
24 FUNDS” means any source of money, line of credit, credit, loan, gift, or anything of value that can  
25 be used to pay for any costs RELATED TO construction on the PROPERTY.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 40:**

27 Subject to and without waiving any foregoing objections, Responding Party responds as  
28

1 follows:

2           Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
3 because the capitalized, and therefore specially defined, terms “YOU” and “RELATED TO” are  
4 not defined. This interrogatory is also vague, ambiguous, and uncertain because the definition  
5 provided for “CONSTRUCTION” is “work that includes, without limitation, building, grading,  
6 installing, painting, improving, constructing, demolishing, designing, evaluating, advising or  
7 planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
8 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain  
9 because it contains both the capitalized word “CONSTRUCTION” for which there is one  
10 definition, and the uncapitalized word “construction” which presumably has a different definition  
11 that Propounding Party does not provide. This interrogatory is also vague, ambiguous, and  
12 uncertain as to the undefined term “remaining CONSTRUCTION costs”.

13           Responding Party further objects that this interrogatory is not reasonably calculated to lead  
14 to the discovery of relevant, admissible evidence because (1) the capitalized terms “YOU” and  
15 “RELATED TO” are left undefined; (2) to specially define “CONSTRUCTION” as “work that  
16 includes, without limitation, building, grading, installing, painting, improving, constructing,  
17 demolishing, designing, evaluating, advising or planning RELATED TO any building plans for  
18 the PROPERTY” renders the word so all-inclusive as to be meaningless; and (3) there is no  
19 mention in the operative complaint of any defendant’s finances, of their ability or inability to fund  
20 construction, of the cost of the ongoing construction, or that funding has ever been an issue in this  
21 matter.

22           Responding Party further objects that this interrogatory is overbroad as to subject matter,  
23 for reasons explained above.

24           Responding Party also objects that this interrogatory violates Responding Party’s rights to  
25 personal privacy and confidential financial matters, and possibly the rights of any third parties  
26 (depending on whose funds are being referenced).

1 **SPECIAL INTERROGATORY NO. 41:**

2 LIST all DOCUMENTS evidencing the amount of FINANCIAL FUNDS currently available to  
3 YOU to pay for CONSTRUCTION costs RELATED TO the PROPERTY.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 41:**

5 Subject to and without waiving any foregoing objections, Responding Party responds as  
6 follows:

7 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
8 because the capitalized, and therefore specially defined, terms “YOU” and “RELATED TO” are  
9 not defined. This interrogatory is also vague, ambiguous, and uncertain because the definition  
10 provided for “CONSTRUCTION” is “work that includes, without limitation, building, grading,  
11 installing, painting, improving, constructing, demolishing, designing, evaluating, advising or  
12 planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
13 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain as to  
14 the undefined term “CONSTRUCTION costs”.

15 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
16 to the discovery of relevant, admissible evidence because (1) the capitalized terms “YOU” and  
17 “RELATED TO” are left undefined; (2) to specially define “CONSTRUCTION” as “work that  
18 includes, without limitation, building, grading, installing, painting, improving, constructing,  
19 demolishing, designing, evaluating, advising or planning RELATED TO any building plans for  
20 the PROPERTY” renders the word so all-inclusive as to be meaningless; and (3) there is no  
21 mention in the operative complaint of any defendant’s finances, of their ability or inability to fund  
22 construction, of the cost of the ongoing construction, or that funding has ever been an issue in this  
23 matter.

24 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
25 for reasons explained above.

26 Responding Party also objects that this interrogatory violates Responding Party’s rights to  
27 personal privacy and confidential financial matters, and possibly the rights of any third parties

1 (depending on whose funds are being referenced).

2

3 **SPECIAL INTERROGATORY NO. 42:**

4 State in complete detail all reasons for YOU allowing the expiration of Building Permit No. B15-  
5 0906 for the PROPERTY.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 42:**

7 Subject to and without waiving any foregoing objections, Responding Party responds as  
8 follows:

9 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
10 because the capitalized, and therefore specially defined, term “YOU” is not defined. This  
11 interrogatory is also vague, ambiguous, and uncertain as to the undefined terms “in complete  
12 detail” and “allowing”. It is also vague, ambiguous, and uncertain as to the applicable time period.

13 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
14 to the discovery of relevant, admissible evidence because (1) the capitalized term “YOU” is left  
15 undefined; (2) the undefined term “in complete detail” appears to require something beyond “in  
16 detail” which Propounding Party does not explain; and (3) the undefined term “reasons for YOU  
17 allowing” implies that Responding Party acted wrongfully, but the action described (expiration of  
18 a building permit) was obviously not performed by Responding Party or in his control.

19 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
20 for reasons explained above. It is also overbroad as to the (unstated) time period.

21 Responding Party further objects that the interrogatory is not “full and complete in and of  
22 itself and requires Responding Party to reference documents which Propounding Party has failed  
23 to provide. The interrogatory gives no indication of the content of the referenced permit. (*Clement*  
24 *v. Alegre* (2009) 177 Cal.App.4<sup>th</sup> 1277, 1289.)

25 Without waiving the foregoing objections, Responding Party provides the following  
26 response. Responding Party did not “allow” the referenced permit to expire. It expired in  
27 accordance with the provisions of the Monterey Park Municipal Code and determinations of City  
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1 staff.

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3 **SPECIAL INTERROGATORY NO. 43:**

4 State in complete detail all reasons for YOU allowing the expiration of Building Permit No. B23-  
5 0128 for the PROPERTY.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 43:**

7 Subject to and without waiving any foregoing objections, Responding Party responds as  
8 follows:

9 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
10 because the capitalized, and therefore specially defined, term “YOU” is not defined. This  
11 interrogatory is also vague, ambiguous, and uncertain as to the undefined terms “in complete  
12 detail” and “allowing”. It is also vague, ambiguous, and uncertain as to the applicable time period.

13 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
14 to the discovery of relevant, admissible evidence because (1) the capitalized term “YOU” is left  
15 undefined; (2) the undefined term “in complete detail” appears to require something beyond “in  
16 detail” which Propounding Party does not explain; and (3) the undefined term “reasons for YOU  
17 allowing” implies that Responding Party acted wrongfully, but the action described (expiration of  
18 a building permit) was obviously not performed by Responding Party or in his control.

19 Responding Party further objects that the interrogatory is not “full and complete in and of  
20 itself and requires Responding Party to reference documents which Propounding Party has failed  
21 to provide. The interrogatory gives no indication of the content of the referenced permit. (*Clement*  
22 *v. Alegre* (2009) 177 Cal.App.4<sup>th</sup> 1277, 1289.)

23 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
24 for reasons explained above. It is also overbroad as to the (unstated) time period. Without waiving  
25 the foregoing objections, Responding Party provides the following response. Responding Party  
26 did not “allow” the referenced permit to expire. It expired in accordance with the provisions of the  
27 Monterey Park Municipal Code and determinations of City staff.

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**SPECIAL INTERROGATORY NO. 44:**

State in complete detail all reasons for YOU allowing the expiration of Building Permit No. B24-0012 for the PROPERTY.

**RESPONSE TO SPECIAL INTERROGATORY NO. 44:**

Subject to and without waiving any foregoing objections, Responding Party responds as follows:

Responding Party objects that this interrogatory is vague, ambiguous, and uncertain because the capitalized, and therefore specially defined, term “YOU” is not defined. This interrogatory is also vague, ambiguous, and uncertain as to the undefined terms “in complete detail” and “allowing”. It is also vague, ambiguous, and uncertain as to the applicable time period.

Responding Party further objects that this interrogatory is not reasonably calculated to lead to the discovery of relevant, admissible evidence because (1) the capitalized term “YOU” is left undefined; (2) the undefined term “in complete detail” appears to require something beyond “in detail” which Propounding Party does not explain; and (3) the undefined term “reasons for YOU allowing” implies that Responding Party acted wrongfully, but the action described (expiration of a building permit) was obviously not performed by Responding Party or in his control.

Responding Party further objects that this interrogatory is overbroad as to subject matter, for reasons explained above. It is also overbroad as to the (unstated) time period.

Responding Party further objects that the interrogatory is not “full and complete in and of itself and requires Responding Party to reference documents which Propounding Party has failed to provide. The interrogatory gives no indication of the content of the referenced permit. (*Clement v. Alegre* (2009) 177 Cal.App.4<sup>th</sup> 1277, 1289.)

Without waiving the foregoing objections, Responding Party provides the following response. Responding Party did not “allow” the referenced permit to expire. It expired in accordance with the provisions of the Monterey Park Municipal Code and determinations of City

1 staff.

2

3 **SPECIAL INTERROGATORY NO. 45:**

4 State in complete detail all reasons that YOU are aware of for why 7 Leaves Café required  
5 a second building permit from the City to construct tenant improvements with respect to the  
6 PROPERTY.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 45:**

8 Subject to and without waiving any foregoing objections, Responding Party responds as  
9 follows:

10 Responding Party objects that this interrogatory fails to comply with CCP §§ 2030.030-  
11 2030.040 because the declaration attached to the Set Two Interrogatories states that there are “a  
12 total of 47 interrogatories”, when in fact the Propounding Party propounded 28 Set One  
13 interrogatories (No. 1 through 28) and 22 Set Two interrogatories (No. 26 through 47), a total of  
14 fifty special interrogatories. Therefore, the final three Interrogatories of Set Two, erroneously  
15 numbered as No. 45 through 47 (actually the 48<sup>th</sup>, 49<sup>th</sup>, and 50<sup>th</sup> interrogatories) exceed what the  
16 declaration states is warranted under CCP § 2030.040 and need not be answered, pursuant to that  
17 statute.

18 Responding Party also objects that this interrogatory is vague, ambiguous, and uncertain  
19 because the capitalized, and therefore specially defined, term “YOU” is not defined. This  
20 interrogatory is also vague, ambiguous, and uncertain as to the undefined term “in complete  
21 detail”. It is also vague, ambiguous, and uncertain as to the applicable time period.

22 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
23 to the discovery of relevant, admissible evidence because (1) the capitalized term “YOU” is left  
24 undefined; and (2) the undefined term “in complete detail” appears to require something beyond  
25 “in detail” which Propounding Party does not explain.

26 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
27 for reasons explained above. It is also overbroad as to the (unstated) time period. Without

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1 waiving the foregoing objections, Responding Party responds as follows: Responding Party is not  
2 directly involved in 7 Leaves' construction scheduling and activities. Responding Party is without  
3 knowledge as to the subject matter of the interrogatory and declines to speculate thereon.

4  
5 **SPECIAL INTERROGATORY NO. 46:**

6 Provide in complete detail all instances where 7 Leaves Café offered to YOU to complete unfinished  
7 construction on the PROPERTY.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 46:**

9 Subject to and without waiving any foregoing objections, Responding Party responds as  
10 follows:

11 Responding Party objects that this interrogatory fails to comply with CCP §§ 2030.030-  
12 2030.040 because the declaration attached to the Set Two Interrogatories states that there are “a  
13 total of 47 interrogatories”, when in fact the Propounding Party propounded 28 Set One  
14 interrogatories (No. 1 through 28) and 22 Set Two interrogatories (No. 26 through 47), a total of  
15 fifty special interrogatories. Therefore, the final three Interrogatories of Set Two, erroneously  
16 numbered as No. 45 through 47 (actually the 48<sup>th</sup>, 49<sup>th</sup>, and 50<sup>th</sup> interrogatories) exceed what the  
17 declaration states is warranted under CCP § 2030.040 and need not be answered, pursuant to that  
18 statute.

19 Responding Party also objects that this interrogatory is vague, ambiguous, and uncertain  
20 because the capitalized, and therefore specially defined, term “YOU” is not defined. This  
21 interrogatory is also vague, ambiguous, and uncertain as to the undefined term “in complete  
22 detail”. It is also vague, ambiguous, and uncertain as to the applicable time period.

23 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
24 to the discovery of relevant, admissible evidence because (1) the capitalized term “YOU” is left  
25 undefined; and (2) the undefined term “in complete detail” appears to require something beyond  
26 “in detail” which Propounding Party does not explain.

27 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
28

1 for reasons explained above. It is also overbroad as to the (unstated) time period.

2 Without waiving the foregoing, Responding Party responds as follows: 7 Leaves did not  
3 offer to complete the construction; they only offered to help find contractors.

4  
5 **SPECIAL INTERROGATORY NO. 47:**

6 Provide in complete detail all dates in which 7 Leaves Café offered to YOU to complete unfinished  
7 construction on the PROPERTY.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

9 Subject to and without waiving any foregoing objections, Responding Party responds as  
10 follows:

11 Responding Party objects that this interrogatory fails to comply with CCP §§ 2030.030-  
12 2030.040 because the declaration attached to the Set Two Interrogatories states that there are “a  
13 total of 47 interrogatories”, when in fact the Propounding Party propounded 28 Set One  
14 interrogatories (No. 1 through 28) and 22 Set Two interrogatories (No. 26 through 47), a total of  
15 fifty special interrogatories. Therefore, the final three Interrogatories of Set Two, erroneously  
16 numbered as No. 45 through 47 (actually the 48<sup>th</sup>, 49<sup>th</sup>, and 50<sup>th</sup> interrogatories) exceed what the  
17 declaration states is warranted under CCP § 2030.040 and need not be answered, pursuant to that  
18 statute.

19 Responding Party also objects that this interrogatory is vague, ambiguous, and uncertain  
20 because the capitalized, and therefore specially defined, term “YOU” is not defined. This  
21 interrogatory is also vague, ambiguous, and uncertain as to the undefined term “in complete  
22 detail”. It is also vague, ambiguous, and uncertain as to the applicable time period.

23 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
24 to the discovery of relevant, admissible evidence because (1) the capitalized term “YOU” is left  
25 undefined; and (2) the undefined term “in complete detail” appears to require something beyond  
26 “in detail” which Propounding Party does not explain.

27 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
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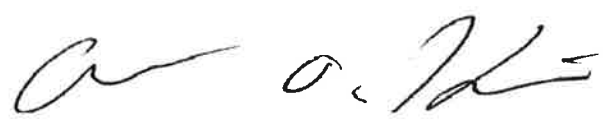
1 for reasons explained above. It is also overbroad as to the (unstated) time period.

2 Without waiving the foregoing, Responding Party responds as follows: 7 Leaves did not  
3 offer to complete the construction; they only offered to help find contractors.

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Dated: April 28, 2025

**LAW OFFICE OF ANDREW O. KRASTINS**



---

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

VERIFICATION

1  
2 I, Edward M, Chan, verify that I have read the OBJECTIONS AND RESPONSES TO  
3 PLAINTIFF CITY OF MONTEREY PARK's SPECIAL INTERROGATORIES TO  
4 DEFENDANT EDWARD M. CHAN (SET TWO) and know the contents thereof. The matters  
5 contained therein are true to the best of my own knowledge, except as to those matters that are  
6 alleged on information and belief, and as to those matters, I believe them to be true as of the date of  
7 these responses.

8 I declare under penalty of perjury under the laws of the State of California and the United  
9 States of America that the foregoing is true and correct.  
10

11 Executed on 4/28, 2025 at San Pasaden.

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15 Edward M. Chan  
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**PROOF OF SERVICE**

**People/Monterey Park v. Robert Chan, et al.  
Case No. 24NNCV00087**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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 Los Angeles, State of California. My business address is 333 W. Sixth Street, Suite 213, San Pedro, CA 90731.

On **April 28, 2025**, I served true copies of the following document described as **OBJECTIONS AND RESPONSES TO PLAINTIFF CITY OF MONTEREY PARK's SPECIAL INTERROGATORIES TO DEFENDANT EDWARD M. CHAN (SET TWO)** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**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 [bjbickelfh@aol.com](mailto:bjbickelfh@aol.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 **April 28, 2025**, at Long Beach, California.

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Beverly J. Bickel

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**SERVICE LIST**  
**People/Monterey Park v. Robert Chan, et al.**  
**Case No. 24NNCV00087**

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**THE PEOPLE OF THE STATE OF CALIFORNIA and THE CITY OF MONTEREY PARK**

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**Attorney for Defendant**  
**RAYMOND MAN-SHU CHAN, AS TRUSTEE OF THE CHAN FAMILY TRUST**

**EXHIBIT E**

**EXHIBIT E**

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**

8 Attorneys for Defendants Edward M. Chan,  
9 Edward M. Chan as Trustee of the Chan  
10 Family Living Trust, Howard Chan, Man-Fei Chan Gold  
11 and 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

**OBJECTIONS AND RESPONSES TO  
PLAINTIFF CITY OF MONTEREY  
PARK's SPECIAL INTERROGATORIES  
TO DEFENDANT HOWARD M. CHAN  
(SET TWO)**

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

20  
21 PROPOUNDING PARTY: PLAINTIFF CITY OF MONTEREY PARK  
22 RESPONDING PARTY: HOWARD M. CHAN  
23 SET NUMBER: TWO  
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1 Pursuant to Code of Civil Procedure section 2030.210 *et seq.*, Defendant Howard M. Chan  
2 hereby objects and responds to Plaintiff CITY OF MONTEREY PARK's (hereafter "Propounding  
3 Party") Special Interrogatories, Set Two ("Special Interrogatories") as follows:

4 **PRELIMINARY STATEMENT**

5 Responding Party has not fully completed his investigation of the facts relating to this case,  
6 discovery in this action or preparation for trial. All of the responses contained herein are based  
7 only upon such information and documents as are presently available to, and specifically known to  
8 the Responding Party. It is anticipated that further discovery, independent investigation, legal  
9 research, and analysis will supply additional facts, which may, in turn, clarify and add meaning to  
10 known facts as well as establish entirely new factual matters, all of which will lead to substantial  
11 additions to, changes in, and variations from the contentions and responses herein set forth.

12 The following responses are given without prejudice to Responding Party's right to  
13 produce evidence of any subsequently discovered fact or facts, witnesses, or information which  
14 this Responding Party may later recall or to produce any subsequently obtained documents or  
15 other tangible things. Responding Party accordingly reserves the right to change any and all  
16 responses herein as additional facts are ascertained, analyses are made, legal research is  
17 completed, and contentions are formulated. The responses contained herein are made in a good  
18 faith effort to supply as much factual information and as much specification of legal contentions as  
19 is presently known but should in no way be to the prejudice of this Responding Party in relation to  
20 further discovery, research, or analysis. Discovery is continuing.

21 This preliminary statement is incorporated into each and every response set forth below.

22 **GENERAL OBJECTIONS**

23 Responding Party generally objects to the Special Interrogatories on the following  
24 grounds, each of which is incorporated into the responses to the individual Special Interrogatories  
25 below. All responses set forth herein are subject to and without waiver of any of these General  
26 Objections.

27 1. Responding Party objects to the Special Interrogatories to the extent they would  
28

1 impose an obligation on Responding Party outside the Local Civil Rules of the Superior Court of  
2 the State of California for the County of Los Angeles–North Central Division and other statutes,  
3 rules, guidelines, or common law.

4       2.       Responding Party objects to the Special Interrogatories to the extent they seek or  
5 require the disclosure of information that is protected from discovery by the attorney-client  
6 privilege, the attorney work product doctrine, the joint prosecution or common interest privilege,  
7 the right to privacy, proprietary rights, or any other applicable privilege or immunity. Such  
8 production as may hereafter occur pursuant to the Special Interrogatories shall not include any  
9 information protected by such privileges or doctrines. Inadvertent production of any information  
10 protected by an applicable privilege or doctrine is not intended to constitute, and shall not  
11 constitute, a waiver in whole or in part of any applicable privilege, protection, immunity, doctrine,  
12 or objection.

13       3.       Responding Party objects to the Special Interrogatories to the extent they seek  
14 information that is beyond the scope of permissible discovery.

15       4.       Responding Party objects to the Special Interrogatories to the extent that they seek  
16 information which is not within Responding Party’s possession, custody, or control.

17       5.       Responding Party objects to the Special Interrogatories to the extent they are overly  
18 broad as to time and/or scope.

19       6.       Responding Party objects to the Special Interrogatories to the extent they seek  
20 information that can be found by Propounding Party in the pleadings in this or any other action.

21       7.       Responding Party objects to the Special Interrogatories to the extent they require  
22 Responding Party to make legal conclusions.

23       8.       Responding Party objects to the Special Interrogatories insofar as they are vague,  
24 ambiguous, harassing, or unduly burdensome.

25       9.       Responding Party objects to the Special Interrogatories to the extent that the  
26 discovery sought is unreasonably cumulative, duplicative, or disproportionate.

27       10.       Responding Party objects to the Special Interrogatories insofar as they seek  
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1 information that is irrelevant to any claim, defense, or subject matter of the litigation or is not  
2 reasonably calculated to lead to the discovery of admissible evidence.

3 11. Responding Party objects to the Special Interrogatories to the extent they fail to  
4 state with particularity the information to be provided.

5 12. Responding Party objects to the Special Interrogatories to the extent they constitute  
6 contention discovery that is premature at this stage of the litigation and is invasive of the attorney  
7 work product doctrine.

8 13. Responding Party objects to the Special Interrogatories to the extent they  
9 prematurely seek information related to experts, expert testimony, or opinion at a time when no  
10 experts have been designated and/or when the Court has not yet determined a date for expert  
11 discovery.

12 14. Responding Party objects to each Interrogatory to the extent it calls for a legal  
13 opinion and/or conclusion.

14 15. Responding Party objects to each Interrogatory to the extent it is compound,  
15 conjunctive, or disjunctive.

16 16. In providing information in response to the Special Interrogatories, Responding  
17 Party does not in any way waive, or intend to waive, but rather intends to preserve and is  
18 preserving:

19 (a) all objections as to competency, relevancy, materiality, and/or  
20 admissibility of any Interrogatory, the responses, and their subject matter;

21 (b) all objections as to vagueness, ambiguity, or other infirmity in the  
22 form of the Interrogatory, any objections based on undue burden imposed by the  
23 Interrogatories and each individual Interrogatory contained therein;

24 (c) all rights to object on any ground to the use of any of the  
25 information in any subsequent proceedings, including the trial of this or any other action;

26 (d) the right to supplement responses to the Interrogatories; and

27 (e) any and all privileges and rights under the applicable Local Civil  
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1 Rules of the Superior Court of the State of California for the County of Los Angeles-North  
2 Central Division and other statutes, rules, guidelines, or common law;

3 (f) the right to amend, modify and supplement these responses should  
4 additional discovery warrant such amendment, modification, or supplementation.

5 17. The following specific responses are subject to and limited by these General  
6 Objections. By setting forth specific objections, Responding Party does not intend to limit or  
7 restrict these General Objections. Responding Party incorporates these General Objections into  
8 his responses to each of the Special Interrogatories. To the extent that Responding Party objects to  
9 the Special Interrogatories, any stated objections are not waived by providing responses. In  
10 addition, the inadvertent disclosure of privileged information shall not constitute a waiver of any  
11 applicable privilege. Responding Party also expressly preserves the right to object to further  
12 discovery, to the subject matter of the Special Interrogatories and to the introduction of any of  
13 these responses or any portion thereof into evidence in this action.

14  
15 **OBJECTIONS & RESPONSES TO SPECIAL INTERROGATORIES**

16 **SPECIAL INTERROGATORY NO. 26:**

17 IDENTIFY all persons with personal knowledge as to the hiring and retention of  
18 individuals rendering CONSTRUCTION PROJECT MANAGEMENT services onto the  
19 PROPERTY from 2017 through the present. For purposes of this interrogatory and all others  
20 herein: the term "CONSTRUCTION PROJECT MANAGEMENT" means and includes, without  
21 limitation, work with a construction management company, work as or with a general contractor,  
22 work as or with a sub-contractor, or construction-related work in any form; the term "IDENTIFY"  
23 means to provide the person's name, address and telephone number; the term "PROPERTY"  
24 means real property located at 795 W. Garvey Avenue, Monterey Park, CA 91754, with  
25 Assessor's Parcel Number No. 5256-003-034.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 26:**

27 Subject to and without waiving any foregoing objections, Responding Party responds as  
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1 follows:

2 Responding Party objects that this interrogatory is duplicative because there is already a  
3 Special Interrogatory No. 26 in the same Propounding Party’s Special Interrogatories (Set One),  
4 and to that extent it is also unduly burdensome, oppressive, and harassing.

5 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
6 to the discovery of relevant, admissible evidence because (1) the operative complaint does not  
7 mention either construction project management or construction management, and (2) to specially  
8 define “CONSTRUCTION PROJECT MANAGEMENT” as “without limitation, work with a  
9 construction management company, work as or with a general contractor, work as or with a sub-  
10 contractor, or construction-related work in any form” renders the term so all-inclusive as to be  
11 meaningless.

12 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
13 for reasons explained above. It is also overbroad as to time.

14 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
15 and harassing because it requires Responding Party to look for any evidence, over the last eight  
16 years, of “construction-related work in any form”, whatever that may mean, and to then identify  
17 all persons with personal knowledge of those who rendered that work.

18 Without waiving the foregoing, Responding Party responds as follows: as the Propounding  
19 Party knows, the general contractor of record for the subject construction project since November  
20 of 2023 has been Joven Construction Services Inc. aka Joven Engineering and Construction (“Joven”).  
21 The president of Joven is Mr. Joven Lactaoen. A Joven employee who interacted with Propounding  
22 Party regarding the construction during 2023-2024 is Janelle Simmons. According to Joven’s website,  
23 <https://jovensconstructionandengineering.com/>, the Joven company also offers construction  
24 management. The Joven website above lists its contact information, including business addresses  
25 and telephone numbers. Joven appears to have returned to the Philippines and has ceased  
26 communicating with Responding Party.

27 Other contractors working on the project include:

- 1 • Patrick Chiu & Associates, the project architect. Mr. Patrick Chiu has personal knowledge as  
2 to his company's work on the subject construction project. Mr. Chiu's business address is 320  
3 Clary Ave, San Gabriel, CA; telephone number is (626) 308-9983.
- 4 • Cal Land Engineering & Associates, Inc., the project's contractor for complex issues relating to  
5 underground work required by California and Monterey Park environmental regulations. Cal  
6 Land is a geotechnical engineering firm headquartered in Brea, California. Ray Ronquillo, Project  
7 Manager at Cal Land, has personal knowledge of his company's work on the subject construction  
8 project. The company's website is <http://web.callandeng.com/>; its address is 576 E Lambert Road,  
9 Brea, CA 92821; telephone number is (714) 671-1050.
- 10 • Perfect Design & Engineering, a licensed mechanical engineering firm. Raymond Zhong, its  
11 President, would have personal knowledge of his company's work on the subject construction  
12 project. The company is located at 2416 W. Valley Blvd, Alhambra, CA 91803; telephone number  
13 is (626) 289-8808.
- 14 • Santa Fe Water Systems (SFWS), a water piping equipment distributor and water treatment  
15 system company. Chris Lindsey, its lead stormwater design engineer, is a California licensed  
16 professional Civil engineer, and has personal knowledge of his company's work on the subject  
17 construction project. The company is located at 10244 Freeman Ave, Santa Fe Springs, CA  
18 90670; its website is <https://sfwsystems.com/>; its telephone number is (562) 777-9724.
- 19 • TE Construction and Electrical, Inc. was the original general contractor on the subject  
20 construction project, that we retained in 2018. The company address, as listed with the  
21 California Secretary of State, is 12745 St James Place, Baldwin Park, CA 91706. Rudy Liang  
22 (aka Rui Liang) was the company's representative at the time we retained him; his business  
23 email address was [teconstructionandelectrical@gmail.com](mailto:teconstructionandelectrical@gmail.com); his telephone number (626) 236-  
24 6673.
- 25 • American Civil Guy aka American Civil Construction was a concrete contractor that we  
26 previously used. Its owner at the time was James Knecht, whose email address was  
27 [Americancivilguy@gmail.com](mailto:Americancivilguy@gmail.com), and telephone number (760) 508-2867.

- 1 • Ramos Concrete was a concrete company that we previously used. Its owner at the time was  
2 Phil Ramos, whose telephone number was (626) 831-2599.

3 Responding Party and Responding Party's brother, Edward M. Chan hired and interact with  
4 the above contractors. Because Joven is not communicating with us, we are in the process of  
5 retaining a new general contractor. Propounding Party can contact us through our legal counsel.  
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7 **SPECIAL INTERROGATORY NO. 27:**

8 LIST all DOCUMENTS that reflect the hiring and retention of individuals rendering  
9 construction project management services onto the PROPERTY from 2017 through the present.  
10 For purposes of this interrogatory all interrogatories hereinafter: the term "LIST" means to provide  
11 the title or sufficient description of DOCUMENTS that would be understood to an ordinary person  
12 of average intelligence; the term "DOCUMENT" or "DOCUMENTS" encompasses the meaning  
13 ascribed to the term "writing" in your custody and control and as described under Section 250 of  
14 the Evidence Code, and shall include, but not be limited to, any and all written, printed, typed,  
15 graphic, photographic, visual, electronic, digital, or otherwise recorded matter of any kind or  
16 nature, however produced or reproduced, whether stored electronically or digitally in computer  
17 hard drives or software or servers, whether sent or received or neither, including originals, non-  
18 identical copies, whether different from the original by reason of any notation made on such  
19 copies or otherwise, and drafts and both sides thereof including, but not limited to: letters,  
20 personnel files and records, evaluations, x-rays or other medical imaging, photographs, e-mails,  
21 correspondence, papers, memoranda, books, journals, statements, reports, test results, studies,  
22 bills, billings, invoices, worksheets, jottings, projections, calculations, notes, abstracts,  
23 advertisements, drawings, charts, audits, balance sheets, income statements, diagrams,  
24 appointment books, diaries, bids, calendars, logs, recordings, instructions, lists, minutes of  
25 meetings, orders, facsimiles, messages, summaries, tabulations, tallies, statistical analyses, tapes,  
26 computer tapes, tape recordings, computer printouts, computer disk systems, voice mails, receipts,  
27 account records including ledgers, vouchers, books of account, estimates, records, inter- and intra-

1 office communications, questionnaires and surveys, schedules, statistical records, analyses or  
2 studies of any kind, any form of recording of any telephone or other conversations, interviews,  
3 conferences or meetings and all other informal or formal writings or tangible things on which any  
4 handwriting, typing, printing, visual or sound is recorded or reproduced, and any and all  
5 amendments or supplements to all of the foregoing, whether prepared by a party or any other  
6 person.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 27:**

8 Subject to and without waiving any foregoing objections, Responding Party responds as  
9 follows:

10 Responding Party objects that this interrogatory is duplicative because there is already a  
11 Special Interrogatory No. 27 in the same Propounding Party's Special Interrogatories (Set One),  
12 and to that extent it is also unduly burdensome, oppressive, and harassing.

13 Responding Party also objects that this interrogatory is vague, ambiguous, and uncertain as  
14 to the undefined (because not capitalized) term "construction project management services".  
15 Because it is not capitalized, Responding Party assumes it does not bear the wide-ranging  
16 definition given in Special Interrogatory No. 26. Therefore, Responding Party construes that  
17 vague and ambiguous term to mean, strictly, management of a construction project.

18 Responding Party objects that this interrogatory is not reasonably calculated to lead to the  
19 discovery of relevant, admissible evidence because the operative complaint does not mention  
20 construction project management.

21 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
22 for the reason explained above. It is also overbroad as to time.

23 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
24 and harassing because it requires Responding Party to look for any documentary evidence, over  
25 the last eight years, that "reflect[s] the hiring and retention [by anyone] of individuals rendering  
26 construction project management services" regarding the subject construction project.

27 Without waiving the foregoing, Responding Party responds as follows:  
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- Email of 3/27/2019 from Rudy Liang of TE Construction to Edward Chan, with subject: 795 W Gavery electrical contract.
- Contract of 3/27/2019 from Rui Liang of TE Construction, with subject: Number A1070, page 1.
- Contract of 3/27/2019 from Rui Liang of TE Construction, with subject: Number A1070, page 2.
- Invoice of 3/27/2019 from Rui Liang of TE Construction, with subject: Number A1072.
- Email of 4/8/2019 from Rudy Liang of TE Construction to Edward Chan, with subject: 795 W Gavery electrical receipt.
- Invoice of 4/8/2019 from Rui Liang of TE Construction, with subject: Number A1081.
- Email of 6/6/2019 from L&T Construction, Inc. to Rudy Liang of TE Construction and Edward Chan, with subject: 795 W. Garvey, Monterey Park.
- Invoice of 6/6/2019 from L&T Construction, Inc. to Howard Chan, with subject: Invoice #3292.
- Email of 9/5/2019 from Edward Chan to Roy Liu of SCE and Rudy Liang of TE Construction, with subject: Re: (External):795 W Garvey.
- Email of 9/16/2019 (with other emails in that email chain) from Edward Chan to Rudy Liang of TE Construction, with subject: Re: (External):Re: 795 W Garvey, Monterey Park.
- Proposal of 9/24/2019 from American Civil Construction to TE Construction and Edward Chan, with subject: 795 Garvey Ave Monterey CA.
- Email of 9/26/2019 from Rudy Liang of TE Construction to Edward Chan, with subject: Fwd: I am sharing 'civil lettersharkrudy.docx' with you.

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**SPECIAL INTERROGATORY NO. 28:**

IDENTIFY all persons with personal knowledge as to the hiring and retention of every CONTRACTOR that from 2017 through the present has performed any CONSTRUCTION related services to the PROPERTY. For purposes of this and other interrogatories herein: the term CONTRACTOR means any general contractor; subcontractor, laborer, architect, engineer, or designer, regardless of any licensing or certification; the term CONSTRUCTION means any work that includes, without limitation, building, grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising, or planning RELATED TO any building plans for the PROPERTY approved by the City of Monterey Park since 2017; the term “IDENTIFY” regarding any persons means to provide a person’s full name, professional title or job position, address, and telephone number.

**RESPONSE TO SPECIAL INTERROGATORY NO. 28:**

Subject to and without waiving any foregoing objections, Responding Party responds as follows:

Responding Party objects that this interrogatory is duplicative because there is already a Special Interrogatory No. 28 in the same Propounding Party’s Special Interrogatories (Set One), and to that extent it is also unduly burdensome, oppressive, and harassing.

Responding Party objects that this interrogatory is vague, ambiguous, and uncertain because the capitalized, and therefore specially defined, term “RELATED TO” is not defined. This interrogatory is also vague, ambiguous, and uncertain because it defines “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising or planning RELATED TO any building plans for the PROPERTY”, rendering the term so all-inclusive as to be meaningless.

Responding Party further objects that this interrogatory is not reasonably calculated to lead to the discovery of relevant, admissible evidence because (1) the capitalized term “RELATED

1 TO” is left undefined; and (2) to specially define “CONSTRUCTION” as “work that includes,  
2 without limitation, building, grading, installing, painting, improving, constructing, demolishing,  
3 designing, evaluating, advising or planning RELATED TO any building plans for the  
4 PROPERTY” renders the term so all-inclusive as to be meaningless.

5 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
6 for reasons explained above and also because “CONTRACTOR” is specially defined very broadly  
7 to even include laborers of any kind and those with any employer or no employer. It is also  
8 overbroad as to time.

9 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
10 and harassing because it requires Responding Party to look for any evidence, over the last eight  
11 years, of “CONSTRUCTION related services”, whatever that may mean, and to then identify all  
12 persons with personal knowledge of CONTRACTORS (as specially and broadly defined) who  
13 rendered that work.

14 Without waiving the foregoing, Responding Party responds as follows: contractors working  
15 on the project include:

- 16 • The general contractor for the subject construction project since November of 2023, Joven  
17 Construction Services Inc. aka Joven Engineering and Construction (“Joven”). The president  
18 of Joven is Mr. Joven Lactaoen. A Joven employee who interacted with Propounding Party  
19 regarding the construction during 2023-2024 is Janelle Simmons. Joven’s website,  
20 <https://jovensconstructionandengineering.com/>, lists its contact information, including business  
21 addresses and telephone numbers.
- 22 • Patrick Chiu & Associates, the project architect. Mr. Patrick Chiu has personal knowledge as  
23 to his company’s work on the subject construction project. Mr. Chiu’s business address is 320  
24 Clary Ave, San Gabriel, CA; telephone number is (626) 308-9983.
- 25 • Cal Land Engineering & Associates, Inc., the project’s contractor for complex issues relating to  
26 underground work required by California and Monterey Park environmental regulations. Cal  
27 Land is a geotechnical engineering firm headquartered in Brea, California. Ray Ronquillo, Project  
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1 Manager at Cal Land, has personal knowledge of his company's work on the subject construction  
2 project. The company's website is <http://web.callandeng.com/>; its address is 576 E Lambert Road,  
3 Brea, CA 92821; telephone number is (714) 671-1050.

4 • Perfect Design & Engineering, a licensed mechanical engineering firm. Raymond Zhong, its  
5 President, would have personal knowledge of his company's work on the subject construction  
6 project. The company is located at 2416 W. Valley Blvd, Alhambra, CA 91803; telephone number  
7 is (626) 289-8808.

8 • Santa Fe Water Systems (SFWS), a water piping equipment distributor and water treatment  
9 system company. Chris Lindsey, its lead stormwater design engineer, is a California licensed  
10 professional Civil engineer, and has personal knowledge of his company's work on the subject  
11 construction project. The company is located at 10244 Freeman Ave, Santa Fe Springs, CA  
12 90670; its website is <https://sfwsystems.com/>; its telephone number is (562) 777-9724.

13 • TE Construction and Electrical, Inc. was the original general contractor on the subject  
14 construction project, that we retained in 2018. The company address, as listed with the  
15 California Secretary of State, is 12745 St James Place, Baldwin Park, CA 91706. Rudy Liang  
16 (aka Rui Liang) was the company's representative at the time we retained him; his business  
17 email address was [teconstructionandelectrical@gmail.com](mailto:teconstructionandelectrical@gmail.com); his telephone number (626) 236-  
18 6673.

19 • American Civil Guy aka American Civil Construction was a concrete contractor that we  
20 previously used. Its owner at the time was James Knecht, whose email address was  
21 [Americancivilguy@gmail.com](mailto:Americancivilguy@gmail.com), and telephone number (760) 508-2867.

22 • Ramos Concrete was a concrete company that we previously used. Its owner at the time was  
23 Phil Ramos, whose telephone number was (626) 831-2599.

24 Responding Party and Edward M. Chan hired and interact with the above contractors.  
25 Propounding Party can contact us through our legal counsel.

26  
27 **SPECIAL INTERROGATORY NO. 29:**

1 LIST all DOCUMENTS that reflect the hiring and retention of every CONTRACTOR that from  
2 2017 through the present has performed any CONSTRUCTION related services to the PROPERTY.  
3 For purposes of this and all other interrogatories hereinafter: the term CONTRACTOR means any  
4 general contractor; subcontractor, laborer, architect, engineer, or designer, regardless of any  
5 licensing or certification; the term CONSTRUCTION means any work that includes, without  
6 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
7 evaluating, advising, or planning RELATED TO any building plans for the PROPERTY approved  
8 by the City of Monterey Park since 2017.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 29:**

10 Subject to and without waiving any foregoing objections, Responding Party responds as  
11 follows:

12 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
13 because the capitalized, and therefore specially defined, term “RELATED TO” is not defined.  
14 This interrogatory is also vague, ambiguous, and uncertain because it defines  
15 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
16 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
17 RELATED TO any building plans for the PROPERTY”, rendering the term so all-inclusive as to  
18 be meaningless.

19 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
20 to the discovery of relevant, admissible evidence because (1) the capitalized term “RELATED  
21 TO” is left undefined; and (2) to specially define “CONSTRUCTION” as “work that includes,  
22 without limitation, building, grading, installing, painting, improving, constructing, demolishing,  
23 designing, evaluating, advising or planning RELATED TO any building plans for the  
24 PROPERTY” renders the term so all-inclusive as to be meaningless.

25 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
26 for reasons explained above and also because “CONTRACTOR” is specially defined very broadly  
27 to even include laborers of any kind and those with any employer or no employer. It is also

1 overbroad as to time.

2 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
3 and harassing because it requires Responding Party to look for any evidence, over the last eight  
4 years, of “CONSTRUCTION related services”, whatever that may mean, and to then identify all  
5 documents, over the last eight years, that “reflect the hiring and retention [by anyone] of every  
6 CONTRACTOR” (as specially and broadly defined) who performed those services “RELATED  
7 TO” any building plans for the property approved by the City.

8 Without waiving the foregoing, Responding Party responds as follows:

- 9 • Email of 3/27/2019 from Rudy Liang of TE Construction to Edward Chan, with  
10 subject: 795 W Gavery electrical contract.
- 11 • Contract of 3/27/2019 from Rui Liang of TE Construction, with subject: Number  
12 A1070, page 1.
- 13 • Contract of 3/27/2019 from Rui Liang of TE Construction, with subject: Number  
14 A1070, page 2.
- 15 • Invoice of 3/27/2019 from Rui Liang of TE Construction, with subject: Number  
16 A1072.
- 17 • Email of 4/8/2019 from Rudy Liang of TE Construction to Edward Chan, with  
18 subject: 795 W Gavery electrical receipt.
- 19 • Invoice of 4/8/2019 from Rui Liang of TE Construction, with subject: Number  
20 A1081.
- 21 • Email of 6/6/2019 from L&T Construction, Inc. to Rudy Liang of TE Construction  
22 and Edward Chan, with subject: 795 W. Garvey, Monterey Park.
- 23 • Invoice of 6/6/2019 from L&T Construction, Inc. to Howard Chan, with subject:  
24 Invoice #3292.
- 25 • Email of 9/5/2019 from Edward Chan to Roy Liu of SCE and Rudy Liang of TE  
26 Construction, with subject: Re: (External):795 W Garvey.
- 27 • Email of 9/16/2019 from Edward Chan to Rudy Liang of TE Construction, with  
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1 subject: Re: (External):Re: 795 W Garvey, Monterey Park.

- 2 • Proposal of 9/24/2019 from American Civil Construction to TE Construction and  
3 Edward Chan, with subject: 795 Garvey Ave Monterey CA.
- 4 • Email of 9/26/2019 from Rudy Liang of TE Construction to Edward Chan, with  
5 subject: Fwd: I am sharing 'civil lettersharkrudy.docx' with you.
- 6 • Email of 10/19/2021 (and other emails within the email chain) from architect Patrick  
7 Chiu to Edward Chan and Howard Chan, with subject: 795 W Garvey – Underground  
8 Concrete Tank.
- 9 • Email of 11/4/2021 from Edward Chan to James Knecht of American Civil  
10 Construction, with subject: 795 Garvey SCE map.
- 11 • Email of 12/30/2021 (and other emails within the email chain) from architect Patrick  
12 Chiu to Edward Chan and Howard Chan, with subject: Fwd: 795 W Garvey Ave.,  
13 Monterey Park (Final Grading).
- 14 • Email of 1/7/2022 (and other emails within the email chain) from architect Patrick  
15 Chiu to Edward Chan and Howard Chan, with subject: Fwd: 795 W Garvey Ave.,  
16 Monterey Park (Final Grading)-Water Tank.
- 17 • Email of 3/3/2022 (and other emails within the email chain) from Cal Land  
18 Engineering's Francis Lin to Edward Chan and Howard Chan, with subject: Re: 795  
19 Garvey Ave., Monterey Park.
- 20 • Email of 4/18/2022 (and other emails within the email chain) from Cal Land  
21 Engineering's Nam Tran to Edward Chan, with subject: 795 Garvey Ave., Monterey  
22 Park.
- 23 • Email of 6/22/2022 (and other emails within the email chain) from Monterey Park's  
24 Vivian Chen to Edward Chan and Howard Chan, with subject: 795 W Garvey Ave –  
25 Sewer connection permit.
- 26 • Undated "Monterey Park Scope of Work/Schedule" from American Civil  
27 Construction, regarding concrete work at the Property.

- Public Works Construction Permit Application dated 6/30/2022, signed by Cynthia Hurley “for James D. Knecht (American Civil)”.
- City of Monterey Park Street Encroachment Permit Application dated 6/30/2022, digitally signed by James D. Knecht of American Civil Construction.
- Email of 2/17/2023 from Edward Chan to Monterey Park’s Vivian Chen and Phil Ramos of Ramos Concrete, with subject: 795 Garvey Side Walk.
- Email of 2/27/2023 from Edward Chan to Phil Ramos of Ramos Concrete and Monterey Park’s Vivian Chen, with subject: Edison Electrical Map Plans.
- Email of 3/20/2023 from Edward Chan to Phil Ramos of Ramos Concrete, with subject: Permit Information.

**SPECIAL INTERROGATORY NO. 30:**

LIST all DOCUMENTS that reflect the hiring and retention of licensed general contractors retained since 2017 to the present RELATED TO CONSTRUCTION on the PROPERTY.

**RESPONSE TO SPECIAL INTERROGATORY NO. 30:**

Subject to and without waiving any foregoing objections, Responding Party responds as follows:

Responding Party objects that this interrogatory is vague, ambiguous, and uncertain because the capitalized, and therefore specially defined, term “RELATED TO” is not defined. This interrogatory is also vague, ambiguous, and uncertain because the definition provided for “CONSTRUCTION” in Interrogatory No. 29 is “work that includes, without limitation, building, grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising or planning RELATED TO any building plans for the PROPERTY”, rendering the term so all-inclusive as to be meaningless.

Responding Party further objects that this interrogatory is not reasonably calculated to lead to the discovery of relevant, admissible evidence because (1) the capitalized term “RELATED TO” is left undefined; and (2) to specially define “CONSTRUCTION” as “work that includes,

1 without limitation, building, grading, installing, painting, improving, constructing, demolishing,  
2 designing, evaluating, advising or planning RELATED TO any building plans for the  
3 PROPERTY” renders the term so all-inclusive as to be meaningless.

4 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
5 for reasons explained above. It is also overbroad as to time.

6 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
7 and harassing because it requires Responding Party to look for any documentary evidence, over  
8 the last eight years, of “CONSTRUCTION” as it is specially and very broadly defined in  
9 Interrogatory No. 29, and to then identify all documents, over the last eight years, that “reflect the  
10 hiring and retention [by anyone] of licensed general contractors . . . RELATED TO” that work.

11 Without waiving the foregoing, Responding Party responds as follows:

- 12 • Email of 3/27/2019 from Rudy Liang of TE Construction to Edward Chan, with  
13 subject: 795 W Gavery electrical contract.
- 14 • Contract of 3/27/2019 from Rui Liang of TE Construction, with subject: Number  
15 A1070, page 1.
- 16 • Contract of 3/27/2019 from Rui Liang of TE Construction, with subject: Number  
17 A1070, page 2.
- 18 • Invoice of 3/27/2019 from Rui Liang of TE Construction, with subject: Number  
19 A1072.
- 20 • Email of 4/8/2019 from Rudy Liang of TE Construction to Edward Chan, with  
21 subject: 795 W Gavery electrical receipt.
- 22 • Invoice of 4/8/2019 from Rui Liang of TE Construction, with subject: Number  
23 A1081.
- 24 • Email of 6/6/2019 from L&T Construction, Inc. to Rudy Liang of TE Construction  
25 and Edward Chan, with subject: 795 W. Garvey, Monterey Park.
- 26 • Invoice of 6/6/2019 from L&T Construction, Inc. to Howard Chan, with subject:  
27 Invoice #3292.



1 TO” (within the provided definition of “CONSTRUCTION”) and “RELATING TO” are left  
2 undefined; and (2) to specially define “CONSTRUCTION” as “work that includes, without  
3 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
4 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
5 the word so all-inclusive as to be meaningless.

6 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
7 for reasons explained above.

8 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
9 and harassing because it requires Responding Party to look for all documentary evidence of  
10 “CONSTRUCTION performed RELATING TO” (whatever that may mean) “the PROPERTY’s  
11 sewer system”, and to then identify all documents that detail that work.

12 Without waiving the foregoing, Responding Party responds as follows: The City did not  
13 approve the sewer system plans until January of 2025. Responsive documents are the following:

- 14 • Email of 2/12/2025 from Edward Chan to Joven Lactaoen, Janelle Simmons, and  
15 Andrew O. Krastins, with Subject: 795 Garvey LID System.

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19 **SPECIAL INTERROGATORY NO. 32:**

20 LIST each and every non-privileged document that provides the estimate as to when  
21 CONSTRUCTION RELATING TO the PROPERTY’S sewer system will be completed.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 32:**

23 Subject to and without waiving any foregoing objections, Responding Party responds as  
24 follows:

25 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
26 because the capitalized, and therefore specially defined, term “RELATING” is not defined. This  
27 interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
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1 “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing,  
2 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
3 RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to  
4 be meaningless. This interrogatory is also vague, ambiguous, and uncertain because it implies that  
5 there is just one estimate (“the estimate”) without stating any time frame, any source that would  
6 have provided “the estimate”, or any other way to identify what is meant by “the estimate”.

7 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
8 to the discovery of relevant, admissible evidence because (1) the capitalized terms “RELATED  
9 TO” (within the provided definition of “CONSTRUCTION”) and “RELATING TO” are left  
10 undefined; and (2) to specially define “CONSTRUCTION” as “work that includes, without  
11 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
12 evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders  
13 the word so all-inclusive as to be meaningless.

14 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
15 for reasons explained above. It is also overbroad as to time.

16 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
17 and harassing because it requires Responding Party to look for all documentary evidence of “the  
18 estimate as to when CONSTRUCTION RELATING TO” (whatever that may mean) “the  
19 PROPERTY’s sewer system will be completed”.

20 Without waiving the foregoing, Responding Party responds as follows: Responding Party  
21 has no such documents in his possession, custody, or control. As of the date of this response,  
22 Responding Party and Edward M. Chan anticipate the permits for the sewer system will be obtained  
23 within two weeks of the date of these responses, provided that the prospective general contractor  
24 commences activity as planned.

25  
26 **SPECIAL INTERROGATORY NO. 33:**

27 IDENTIFY all persons with personal knowledge as to any DELAY of CONSTRUCTION on the  
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1 PROPERTY between the years 2017-2019. For purposes of this and all other interrogatories: the  
2 term DELAY means any lack of actively engaging in CONSTRUCTION RELATED TO any  
3 building plans approved by the City of Monterey Park since 2017; the terms "RELATING TO" or  
4 "RELATES TO" means containing, constituting, considering, comprising, concerning, discussing,  
5 regarding, describing, reflecting, studying, commenting or reporting on, mentioning, analyzing, or  
6 referring, alluding, or pertaining to, in whole or in part.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 33:**

8 Subject to and without waiving any foregoing objections, Responding Party responds as  
9 follows:

10 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
11 because the capitalized, and therefore specially defined, term "RELATED TO" is not defined.  
12 This interrogatory is also vague, ambiguous, and uncertain because the definition provided for  
13 "CONSTRUCTION" is "work that includes, without limitation, building, grading, installing,  
14 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
15 RELATED TO any building plans for the PROPERTY", rendering the word so all-inclusive as to  
16 be meaningless. This interrogatory is also vague, ambiguous, and uncertain because the  
17 capitalized, and therefore specially defined, word "DELAY" is defined in terms of the two vague,  
18 ambiguous, and uncertain terms above ("RELATED TO" and "CONSTRUCTION") and also  
19 because the provided definition of "DELAY" would deem any normal, unavoidable cessation in  
20 construction work, such as after business hours, on weekends/holidays, during inclement weather,  
21 etc., a "delay" and implies that there is something wrong with such normal and unavoidable  
22 cessations.

23 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
24 to the discovery of relevant, admissible evidence because (1) the capitalized term "RELATED  
25 TO" is left undefined; (2) to specially define "CONSTRUCTION" as "work that includes, without  
26 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
27 evaluating, advising or planning RELATED TO any building plans for the PROPERTY" renders

1 the word so all-inclusive as to be meaningless; (3) the provided definition of “DELAY” would  
2 deem any normal, unavoidable cessation in construction work, such as after business hours, on  
3 weekends/holidays, during inclement weather, etc., a ”delay”; and (4) the indicated time period  
4 ended five years ago and is therefore unrelated to the current status of the subject construction  
5 project or the Complaint’s causes of action against Defendants.

6 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
7 for reasons explained above.

8 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
9 and harassing because it requires Responding Party to look for all evidence, going back eight years  
10 before now, of any “DELAY of CONSTRUCTION” (whatever that may mean) and identify all  
11 persons with personal knowledge of any so-called, long-ago delay.

12 Without waiving the foregoing, Responding Party responds as follows: There are no such  
13 persons, because there was no construction until 2019, and there was no delay in the designated time  
14 period.

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16 **SPECIAL INTERROGATORY NO. 34:**

17 LIST all DOCUMENTS that detail any DELAY of CONSTRUCTION on the PROPERTY between  
18 the years 2017-2019.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 34:**

20 Subject to and without waiving any foregoing objections, Responding Party responds as  
21 follows:

22 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
23 because the definition provided for “CONSTRUCTION” is “work that includes, without  
24 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
25 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
26 rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague,  
27 ambiguous, and uncertain because the capitalized, and therefore specially defined, word

1 "DELAY" is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term  
2 "RELATED TO" and the meaninglessly-defined word "CONSTRUCTION" as mentioned above)  
3 and also because the provided definition of "DELAY" would deem any normal, unavoidable  
4 cessation in construction work, such as after business hours, on weekends/holidays, during  
5 inclement weather, etc., a "delay" and implies that there is something wrong with such normal and  
6 unavoidable cessations.

7 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
8 to the discovery of relevant, admissible evidence because (1) to specially define  
9 "CONSTRUCTION" as "work that includes, without limitation, building, grading, installing,  
10 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
11 RELATED TO any building plans for the PROPERTY" renders the word so all-inclusive as to be  
12 meaningless; (2) the provided definition of "DELAY" would deem any normal, unavoidable  
13 cessation in construction work, such as after business hours, on weekends/holidays, during  
14 inclement weather, etc., a "delay"; and (3) the indicated time period ended five years ago and is  
15 therefore unrelated to the current status of the subject construction project or the Complaint's  
16 causes of action against Defendants.

17 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
18 for reasons explained above.

19 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
20 and harassing because it requires Responding Party to look for all documentary evidence, going  
21 back eight years before now, of any "DELAY of CONSTRUCTION" (whatever that may mean).

22 Without waiving the foregoing, Responding Party responds as follows: There are no such  
23 documents in Responding Party's possession, custody, or control, because there was no construction  
24 until 2019, and there was no delay in the designated time period.

25  
26 **SPECIAL INTERROGATORY NO. 35:**

27 LIST all DOCUMENTS that detail any DELAY of CONSTRUCTION on the PROPERTY during  
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1 the year 2020.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 35:**

3 Subject to and without waiving any foregoing objections, Responding Party responds as  
4 follows:

5 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
6 because the definition provided for “CONSTRUCTION” is “work that includes, without  
7 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
8 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
9 rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague,  
10 ambiguous, and uncertain because the capitalized, and therefore specially defined, word  
11 “DELAY” is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term  
12 “RELATED TO” and the meaninglessly-defined word “CONSTRUCTION” as mentioned above)  
13 and also because the provided definition of “DELAY” would deem any normal, unavoidable  
14 cessation in construction work, such as after business hours, on weekends/holidays, during  
15 inclement weather, etc., a ”delay” and implies that there is something wrong with such normal and  
16 unavoidable cessations.

17 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
18 to the discovery of relevant, admissible evidence because (1) to specially define  
19 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
20 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
21 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
22 meaningless; and (2) the provided definition of “DELAY” would deem any normal, unavoidable  
23 cessation in construction work, such as after business hours, on weekends/holidays, during  
24 inclement weather, etc., a ”delay”.

25 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
26 for reasons explained above.

27 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
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1 and harassing because it requires Responding Party to look for all documentary evidence of any  
2 “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
3 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
4 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
5 of relevant, admissible evidence.

6 Without waiving the foregoing, Responding Party responds as follows: There are no such  
7 documents in Responding Party’s possession, custody, or control; delays were due to the COVID  
8 pandemic, which resulted in stay-at-home rules, the closure of governmental offices, work-at-home  
9 orders, and staffing shortages, including staffing shortages even after restrictions were lifted,  
10 especially in the construction industry. Another source of delays was the outsourcing of City  
11 departmental services, such as plan checks and other formerly core municipal services to third  
12 parties.

13  
14 **SPECIAL INTERROGATORY NO. 36:**

15 LIST all DOCUMENTS that detail any DELAY of CONSTRUCTION on the PROPERTY during  
16 the year 2021.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 36:**

18 Subject to and without waiving any foregoing objections, Responding Party responds as  
19 follows:

20 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
21 because the definition provided for “CONSTRUCTION” is “work that includes, without  
22 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
23 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
24 rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague,  
25 ambiguous, and uncertain because the capitalized, and therefore specially defined, word  
26 “DELAY” is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term  
27 “RELATED TO” and the meaninglessly-defined word “CONSTRUCTION” as mentioned above)

1 and also because the provided definition of “DELAY” would deem any normal, unavoidable  
2 cessation in construction work, such as after business hours, on weekends/holidays, during  
3 inclement weather, etc., a ”delay” and implies that there is something wrong with such normal and  
4 unavoidable cessations.

5         Responding Party further objects that this interrogatory is not reasonably calculated to lead  
6 to the discovery of relevant, admissible evidence because (1) to specially define  
7 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
8 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
9 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
10 meaningless; and (2) the provided definition of “DELAY” would deem any normal, unavoidable  
11 cessation in construction work, such as after business hours, on weekends/holidays, during  
12 inclement weather, etc., a ”delay”.

13         Responding Party further objects that this interrogatory is overbroad as to subject matter,  
14 for reasons explained above.

15         Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
16 and harassing because it requires Responding Party to look for all documentary evidence of any  
17 “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
18 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
19 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
20 of relevant, admissible evidence.

21         Without waiving the foregoing, Responding Party responds as follows: There are no such  
22 documents in Responding Party’s possession, custody, or control; delays were due to the COVID  
23 pandemic, which resulted in stay-at-home rules, the closure of governmental offices, work-at-home  
24 orders, and staffing shortages, including staffing shortages even after restrictions were lifted,  
25 especially in the construction industry. Another source of delays was the outsourcing of City  
26 departmental services, such as plan checks and other formerly core municipal services to third  
27 parties. Additionally, the concrete contractor ceased work and abandoned the project.

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**SPECIAL INTERROGATORY NO. 37:**

LIST all DOCUMENTS that detail any DELAY of CONSTRUCTION on the PROPERTY during the year 2022.

**RESPONSE TO SPECIAL INTERROGATORY NO. 37:**

Subject to and without waiving any foregoing objections, Responding Party responds as follows:

Responding Party objects that this interrogatory is vague, ambiguous, and uncertain because the definition provided for “CONSTRUCTION” is “work that includes, without limitation, building, grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising or planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain because the capitalized, and therefore specially defined, word “DELAY” is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term “RELATED TO” and the meaninglessly-defined word “CONSTRUCTION” as mentioned above) and also because the provided definition of “DELAY” would deem any normal, unavoidable cessation in construction work, such as after business hours, on weekends/holidays, during inclement weather, etc., a ”delay” and implies that there is something wrong with such normal and unavoidable cessations.

Responding Party further objects that this interrogatory is not reasonably calculated to lead to the discovery of relevant, admissible evidence because (1) to specially define “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing, painting, improving, constructing, demolishing, designing, evaluating, advising or planning RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be meaningless; and (2) the provided definition of “DELAY” would deem any normal, unavoidable cessation in construction work, such as after business hours, on weekends/holidays, during inclement weather, etc., a ”delay”.

1            Responding Party further objects that this interrogatory is overbroad as to subject matter,  
2 for reasons explained above.

3            Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
4 and harassing because it requires Responding Party to look for all documentary evidence of any  
5 “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
6 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
7 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
8 of relevant, admissible evidence.

9            Without waiving the foregoing, Responding Party responds as follows: There are no such  
10 documents in Responding Party’s possession, custody, or control; delays were due to the COVID  
11 pandemic, which resulted in stay-at-home rules, the closure of governmental offices, work-at-home  
12 orders, and staffing shortages, including staffing shortages even after restrictions were lifted,  
13 especially in the construction industry. Another source of delays was the outsourcing of City  
14 departmental services, such as plan checks and other formerly core municipal services to third  
15 parties. Additionally, Defendants’ concrete contractor abandoned the project and failed to perform  
16 the agreed-upon work. Further delays were caused by excessive rains, which prevented further work  
17 until the soil was sufficiently dry.

18  
19 **SPECIAL INTERROGATORY NO. 38:**

20 LIST all DOCUMENTS that detail any DELAY of CONSTRUCTION on the PROPERTY during  
21 the year 2023.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 38:**

23            Subject to and without waiving any foregoing objections, Responding Party responds as  
24 follows:

25            Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
26 because the definition provided for “CONSTRUCTION” is “work that includes, without  
27 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
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1 evaluating, advising or planning RELATED TO any building plans for the PROPERTY”,  
2 rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague,  
3 ambiguous, and uncertain because the capitalized, and therefore specially defined, word  
4 “DELAY” is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term  
5 “RELATED TO” and the meaninglessly-defined word “CONSTRUCTION” as mentioned above)  
6 and also because the provided definition of “DELAY” would deem any normal, unavoidable  
7 cessation in construction work, such as after business hours, on weekends/holidays, during  
8 inclement weather, etc., a ”delay” and implies that there is something wrong with such normal and  
9 unavoidable cessations.

10 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
11 to the discovery of relevant, admissible evidence because (1) to specially define  
12 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
13 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
14 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
15 meaningless; and (2) the provided definition of “DELAY” would deem any normal, unavoidable  
16 cessation in construction work, such as after business hours, on weekends/holidays, during  
17 inclement weather, etc., a ”delay”.

18 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
19 for reasons explained above.

20 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
21 and harassing because it requires Responding Party to look for all documentary evidence of any  
22 “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
23 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
24 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
25 of relevant, admissible evidence.

26 Without waiving the foregoing, Responding Party responds as follows: There are no such  
27 documents in Responding Party’s possession, custody, or control as to the delays due to the COVID  
28

1 pandemic and the record rainfall that year. The project was also delayed by the City's demand that  
2 Defendants obtain the prior general contractor's written permission to hire the new general  
3 contractor Joven; as to that delay, Responding Party provides this information:

- 4 • Email dated 11/9/2023 (and other emails within that email chain) from Joven's  
5 Janelle Simmons to Edward Chan, with subject: Fwd: Change of contractor.
- 6 • Email dated 11/9/2023 (and other emails within that email chain) from Edward Chan  
7 to Monterey Park's Vivian Chen, with subject: 795 W Garvey.
- 8 • Email dated 12/27/2023 (and other emails within that email chain) from Joven's  
9 Janelle Simmons to Edward Chan, with subject: (no subject).

10  
11 **SPECIAL INTERROGATORY NO. 39:**

12 LIST all DOCUMENTS that detail any DELAY of CONSTRUCTION on the PROPERTY during  
13 the year 2024.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 39:**

15 Subject to and without waiving any foregoing objections, Responding Party responds as  
16 follows:

17 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
18 because the definition provided for "CONSTRUCTION" is "work that includes, without  
19 limitation, building, grading, installing, painting, improving, constructing, demolishing, designing,  
20 evaluating, advising or planning RELATED TO any building plans for the PROPERTY",  
21 rendering the word so all-inclusive as to be meaningless. This interrogatory is also vague,  
22 ambiguous, and uncertain because the capitalized, and therefore specially defined, word  
23 "DELAY" is defined in terms of two vague, ambiguous, and uncertain terms (the undefined term  
24 "RELATED TO" and the meaninglessly-defined word "CONSTRUCTION" as mentioned above)  
25 and also because the provided definition of "DELAY" would deem any normal, unavoidable  
26 cessation in construction work, such as after business hours, on weekends/holidays, during  
27 inclement weather, etc., a "delay" and implies that there is something wrong with such normal and  
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1 unavoidable cessations.

2 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
3 to the discovery of relevant, admissible evidence because (1) to specially define  
4 “CONSTRUCTION” as “work that includes, without limitation, building, grading, installing,  
5 painting, improving, constructing, demolishing, designing, evaluating, advising or planning  
6 RELATED TO any building plans for the PROPERTY” renders the word so all-inclusive as to be  
7 meaningless; and (2) the provided definition of “DELAY” would deem any normal, unavoidable  
8 cessation in construction work, such as after business hours, on weekends/holidays, during  
9 inclement weather, etc., a “delay”.

10 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
11 for reasons explained above.

12 Responding Party also objects that this interrogatory is unduly burdensome, oppressive,  
13 and harassing because it requires Responding Party to look for all documentary evidence of any  
14 “DELAY of CONSTRUCTION” (whatever that may mean) which, as noted above, is vague,  
15 ambiguous, uncertain, and so broadly defined as to include any number of supposed “delays”  
16 which have no bearing on this litigation and are not reasonably calculated to lead to the discovery  
17 of relevant, admissible evidence.

18 Without waiving the foregoing, Responding Party responds as follows: There are no such  
19 documents in Responding Party’s possession, custody, or control as to the delays due to the record  
20 rainfall that year. The project was also delayed by the City’s demand that Defendants obtain the  
21 prior general contractor’s written permission to hire the new general contractor Joven; documents  
22 pertaining to that delay are the following:

- 23 • Letter dated Dec. 22, 2023 from Monterey Park Assistant City Attorney Timothy E.  
24 Campen to Edward Chan and Howard Chan, with subject: NOTICE OF PUBLIC  
25 NUISANCE, CORRECTIVE ACTIONS, AND ENFORCEMENT; 795 N. Garvey  
26 Ave.; APN: 5256-003-034.
- 27 • Email of Feb. 25, 2024 from Defendants’ legal counsel Andrew O. Krastins to  
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1 Monterey Park Assistant City Attorney Timothy E. Campen.

- 2 • Email of Sept. 9, 2024 from Monterey Park Assistant City Attorney Timothy E.  
3 Campen to Defendants' legal counsel Andrew O. Krastins, with subject: Edward  
4 Chan interaction with MP Public Works Department, Building Division, and City  
5 Consultants.
- 6 • Email of Sept. 9, 2024 from Monterey Park's Ziad Mazboudi to Edward Chan, with  
7 subject: 795 W. Garvey.
- 8 • Email of Sept. 10, 2024 from Defendants' legal counsel Andrew O. Krastins to  
9 Monterey Park Assistant City Attorney Timothy E. Campen, with subject: Re:  
10 Edward Chan interaction with MP Public Works Department, Building Division, and  
11 City Consultants.
- 12 • Email of Sept. 10, 2024 from Monterey Park Assistant City Attorney Timothy E.  
13 Campen to Defendants' legal counsel Andrew O. Krastins, with subject: Re: Edward  
14 Chan interaction with MP Public Works Department, Building Division, and City  
15 Consultants.

16  
17 **SPECIAL INTERROGATORY NO. 40:**

18 Identify all persons with personal knowledge regarding the amount of FINANCIAL FUNDS  
19 currently available to YOU to pay for remaining CONSTRUCTION costs RELATED TO the  
20 PROPERTY. For purposes of this interrogatory and all others hereinafter, the term "FINANCIAL  
21 FUNDS" means any source of money, line of credit, credit, loan, gift, or anything of value that can  
22 be used to pay for any costs RELATED TO construction on the PROPERTY.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 40:**

24 Subject to and without waiving any foregoing objections, Responding Party responds as  
25 follows:

26 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
27 because the capitalized, and therefore specially defined, terms "YOU" and "RELATED TO" are  
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1 not defined. This interrogatory is also vague, ambiguous, and uncertain because the definition  
2 provided for “CONSTRUCTION” is “work that includes, without limitation, building, grading,  
3 installing, painting, improving, constructing, demolishing, designing, evaluating, advising or  
4 planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
5 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain  
6 because it contains both the capitalized word “CONSTRUCTION” for which there is one  
7 definition, and the uncapitalized word “construction” which presumably has a different definition  
8 that Propounding Party does not provide. This interrogatory is also vague, ambiguous, and  
9 uncertain as to the undefined term “remaining CONSTRUCTION costs”.

10 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
11 to the discovery of relevant, admissible evidence because (1) the capitalized terms “YOU” and  
12 “RELATED TO” are left undefined; (2) to specially define “CONSTRUCTION” as “work that  
13 includes, without limitation, building, grading, installing, painting, improving, constructing,  
14 demolishing, designing, evaluating, advising or planning RELATED TO any building plans for  
15 the PROPERTY” renders the word so all-inclusive as to be meaningless; and (3) there is no  
16 mention in the operative complaint of any defendant’s finances, of their ability or inability to fund  
17 construction, of the cost of the ongoing construction, or that funding has ever been an issue in this  
18 matter.

19 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
20 for reasons explained above.

21 Responding Party also objects that this interrogatory violates Responding Party’s rights to  
22 personal privacy and confidential financial matters, and possibly the rights of any third parties  
23 (depending on whose funds are being referenced).

24  
25 **SPECIAL INTERROGATORY NO. 41:**

26 LIST all DOCUMENTS evidencing the amount of FINANCIAL FUNDS currently available to  
27 YOU to pay for CONSTRUCTION costs RELATED TO the PROPERTY.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 41:**

2 Subject to and without waiving any foregoing objections, Responding Party responds as  
3 follows:

4 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
5 because the capitalized, and therefore specially defined, terms “YOU” and “RELATED TO” are  
6 not defined. This interrogatory is also vague, ambiguous, and uncertain because the definition  
7 provided for “CONSTRUCTION” is “work that includes, without limitation, building, grading,  
8 installing, painting, improving, constructing, demolishing, designing, evaluating, advising or  
9 planning RELATED TO any building plans for the PROPERTY”, rendering the word so all-  
10 inclusive as to be meaningless. This interrogatory is also vague, ambiguous, and uncertain as to  
11 the undefined term “CONSTRUCTION costs”.

12 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
13 to the discovery of relevant, admissible evidence because (1) the capitalized terms “YOU” and  
14 “RELATED TO” are left undefined; (2) to specially define “CONSTRUCTION” as “work that  
15 includes, without limitation, building, grading, installing, painting, improving, constructing,  
16 demolishing, designing, evaluating, advising or planning RELATED TO any building plans for  
17 the PROPERTY” renders the word so all-inclusive as to be meaningless; and (3) there is no  
18 mention in the operative complaint of any defendant’s finances, of their ability or inability to fund  
19 construction, of the cost of the ongoing construction, or that funding has ever been an issue in this  
20 matter.

21 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
22 for reasons explained above.

23 Responding Party also objects that this interrogatory violates Responding Party’s rights to  
24 personal privacy and confidential financial matters, and possibly the rights of any third parties  
25 (depending on whose funds are being referenced).

26  
27 **SPECIAL INTERROGATORY NO. 42:**

1 State in complete detail all reasons for YOU allowing the expiration of Building Permit No. B15-  
2 0906 for the PROPERTY.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 42:**

4 Subject to and without waiving any foregoing objections, Responding Party responds as  
5 follows:

6 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
7 because the capitalized, and therefore specially defined, term “YOU” is not defined. This  
8 interrogatory is also vague, ambiguous, and uncertain as to the undefined terms “in complete  
9 detail” and “allowing”. It is also vague, ambiguous, and uncertain as to the applicable time period.

10 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
11 to the discovery of relevant, admissible evidence because (1) the capitalized term “YOU” is left  
12 undefined; (2) the undefined term “in complete detail” appears to require something beyond “in  
13 detail” which Propounding Party does not explain; and (3) the undefined term “reasons for YOU  
14 allowing” implies that Responding Party acted wrongfully, but the action described (expiration of  
15 a building permit) was obviously not performed by Responding Party or in his control.

16 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
17 for reasons explained above. It is also overbroad as to the (unstated) time period.

18 Without waiving the foregoing objections, Responding Party provides the following  
19 response. Responding Party did not “allow” the referenced permit to expire. It expired in  
20 accordance with the provisions of the Monterey Park Municipal Code and determinations of City  
21 staff.

22  
23 **SPECIAL INTERROGATORY NO. 43:**

24 State in complete detail all reasons for YOU allowing the expiration of Building Permit No.  
25 B23-0128 for the PROPERTY.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 43:**

27 Subject to and without waiving any foregoing objections, Responding Party responds as  
28

1 follows:

2 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
3 because the capitalized, and therefore specially defined, term “YOU” is not defined. This  
4 interrogatory is also vague, ambiguous, and uncertain as to the undefined terms “in complete  
5 detail” and “allowing”. It is also vague, ambiguous, and uncertain as to the applicable time period.

6 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
7 to the discovery of relevant, admissible evidence because (1) the capitalized term “YOU” is left  
8 undefined; (2) the undefined term “in complete detail” appears to require something beyond “in  
9 detail” which Propounding Party does not explain; and (3) the undefined term “reasons for YOU  
10 allowing” implies that Responding Party acted wrongfully, but the action described (expiration of  
11 a building permit) was obviously not performed by Responding Party or in his control.

12 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
13 for reasons explained above. It is also overbroad as to the (unstated) time period.

14 Without waiving the foregoing objections, Responding Party provides the following  
15 response. Responding Party did not “allow” the referenced permit to expire. It expired in  
16 accordance with the provisions of the Monterey Park Municipal Code and determinations of City  
17 staff.

18  
19 **SPECIAL INTERROGATORY NO. 44:**

20 State in complete detail all reasons for YOU allowing the expiration of Building Permit No. B24-  
21 0012 for the PROPERTY.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 44:**

23 Subject to and without waiving any foregoing objections, Responding Party responds as  
24 follows:

25 Responding Party objects that this interrogatory is vague, ambiguous, and uncertain  
26 because the capitalized, and therefore specially defined, term “YOU” is not defined. This  
27 interrogatory is also vague, ambiguous, and uncertain as to the undefined terms “in complete  
28

1 detail” and “allowing”. It is also vague, ambiguous, and uncertain as to the applicable time period.

2 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
3 to the discovery of relevant, admissible evidence because (1) the capitalized term “YOU” is left  
4 undefined; (2) the undefined term “in complete detail” appears to require something beyond “in  
5 detail” which Propounding Party does not explain; and (3) the undefined term “reasons for YOU  
6 allowing” implies that Responding Party acted wrongfully, but the action described (expiration of  
7 a building permit) was obviously not performed by Responding Party or in his control.

8 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
9 for reasons explained above. It is also overbroad as to the (unstated) time period.

10 Without waiving the foregoing objections, Responding Party provides the following  
11 response. Responding Party did not “allow” the referenced permit to expire. It expired in  
12 accordance with the provisions of the Monterey Park Municipal Code and determinations of City  
13 staff.

14  
15 **SPECIAL INTERROGATORY NO. 45:**

16 State in complete detail all reasons that YOU are aware of for why 7 Leaves Café required a second  
17 building permit from the City to construct tenant improvements with respect to the PROPERTY.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 45:**

19 Subject to and without waiving any foregoing objections, Responding Party responds as  
20 follows:

21 Responding Party objects that this interrogatory fails to comply with CCP §§ 2030.030-  
22 2030.040 because the declaration attached to the Set Two Interrogatories states that there are “a  
23 total of 47 interrogatories”, when in fact the Propounding Party propounded 28 Set One  
24 interrogatories (No. 1 through 28) and 22 Set Two interrogatories (No. 26 through 47), a total of  
25 fifty special interrogatories. Therefore, the final three Interrogatories of Set Two, erroneously  
26 numbered as No. 45 through 47 (actually the 48<sup>th</sup>, 49<sup>th</sup>, and 50<sup>th</sup> interrogatories) exceed what the  
27 declaration states is warranted under CCP § 2030.040 and need not be answered, pursuant to that  
28

1 statute.

2 Responding Party also objects that this interrogatory is vague, ambiguous, and uncertain  
3 because the capitalized, and therefore specially defined, term “YOU” is not defined. This  
4 interrogatory is also vague, ambiguous, and uncertain as to the undefined term “in complete  
5 detail”. It is also vague, ambiguous, and uncertain as to the applicable time period.

6 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
7 to the discovery of relevant, admissible evidence because (1) the capitalized term “YOU” is left  
8 undefined; and (2) the undefined term “in complete detail” appears to require something beyond  
9 “in detail” which Propounding Party does not explain.

10 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
11 for reasons explained above. It is also overbroad as to the (unstated) time period.

12  
13 **SPECIAL INTERROGATORY NO. 46:**

14 Provide in complete detail all instances where 7 Leaves Café offered to YOU to complete  
15 unfinished construction on the PROPERTY.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 46:**

17 Subject to and without waiving any foregoing objections, Responding Party responds as  
18 follows:

19 Responding Party objects that this interrogatory fails to comply with CCP §§ 2030.030-  
20 2030.040 because the declaration attached to the Set Two Interrogatories states that there are “a  
21 total of 47 interrogatories”, when in fact the Propounding Party propounded 28 Set One  
22 interrogatories (No. 1 through 28) and 22 Set Two interrogatories (No. 26 through 47), a total of  
23 fifty special interrogatories. Therefore, the final three Interrogatories of Set Two, erroneously  
24 numbered as No. 45 through 47 (actually the 48<sup>th</sup>, 49<sup>th</sup>, and 50<sup>th</sup> interrogatories) exceed what the  
25 declaration states is warranted under CCP § 2030.040 and need not be answered, pursuant to that  
26 statute.

27 Responding Party also objects that this interrogatory is vague, ambiguous, and uncertain  
28

1 because the capitalized, and therefore specially defined, term “YOU” is not defined. This  
2 interrogatory is also vague, ambiguous, and uncertain as to the undefined term “in complete  
3 detail”. It is also vague, ambiguous, and uncertain as to the applicable time period.

4 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
5 to the discovery of relevant, admissible evidence because (1) the capitalized term “YOU” is left  
6 undefined; and (2) the undefined term “in complete detail” appears to require something beyond  
7 “in detail” which Propounding Party does not explain.

8 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
9 for reasons explained above. It is also overbroad as to the (unstated) time period.

10 Without waiving the foregoing, Responding Party responds as follows: 7 Leaves did not  
11 offer to complete the construction; they only offered to help find contractors.

12  
13 **SPECIAL INTERROGATORY NO. 47:**

14 Provide in complete detail all dates in which 7 Leaves Café offered to YOU to complete unfinished  
15 construction on the PROPERTY.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

17 Subject to and without waiving any foregoing objections, Responding Party responds as  
18 follows:

19 Responding Party objects that this interrogatory fails to comply with CCP §§ 2030.030-  
20 2030.040 because the declaration attached to the Set Two Interrogatories states that there are “a  
21 total of 47 interrogatories”, when in fact the Propounding Party propounded 28 Set One  
22 interrogatories (No. 1 through 28) and 22 Set Two interrogatories (No. 26 through 47), a total of  
23 fifty special interrogatories. Therefore, the final three Interrogatories of Set Two, erroneously  
24 numbered as No. 45 through 47 (actually the 48<sup>th</sup>, 49<sup>th</sup>, and 50<sup>th</sup> interrogatories) exceed what the  
25 declaration states is warranted under CCP § 2030.040 and need not be answered, pursuant to that  
26 statute.

27 Responding Party also objects that this interrogatory is vague, ambiguous, and uncertain  
28

1 because the capitalized, and therefore specially defined, term “YOU” is not defined. This  
2 interrogatory is also vague, ambiguous, and uncertain as to the undefined term “in complete  
3 detail”. It is also vague, ambiguous, and uncertain as to the applicable time period.

4 Responding Party further objects that this interrogatory is not reasonably calculated to lead  
5 to the discovery of relevant, admissible evidence because (1) the capitalized term “YOU” is left  
6 undefined; and (2) the undefined term “in complete detail” appears to require something beyond  
7 “in detail” which Propounding Party does not explain.

8 Responding Party further objects that this interrogatory is overbroad as to subject matter,  
9 for reasons explained above. It is also overbroad as to the (unstated) time period.

10 Without waiving the foregoing, Responding Party responds as follows: 7 Leaves did not  
11 offer to complete the construction; they only offered to help find contractors.

12  
13 Dated: April 28, 2025

**LAW OFFICE OF ANDREW O. KRASTINS**

14  
15 

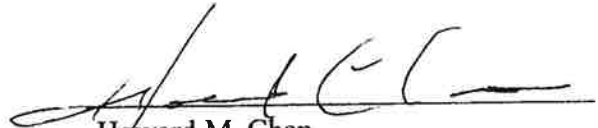
16 \_\_\_\_\_  
17 Andrew O. Krastins  
18 Attorneys for Defendants Edward M. Chan,  
19 Edward M. Chan as Trustee of the Chan Family  
20 Living Trust, Howard Chan, Man-Fei Chan Gold  
21 and Patricia Yu Chan  
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**VERIFICATION**

1  
2 I, Howard M, Chan, verify that I have read the OBJECTIONS AND RESPONSES TO  
3 PLAINTIFF CITY OF MONTEREY PARK's SPECIAL INTERROGATORIES TO  
4 DEFENDANT HOWARD M. CHAN (SET TWO) and know the contents thereof. The matters  
5 contained therein are true to the best of my own knowledge, except as to those matters that are  
6 alleged on information and belief, and as to those matters, I believe them to be true as of the date of  
7 these responses.

8 I declare under penalty of perjury under the laws of the State of California and the United  
9 States of America that the foregoing is true and correct.  
10

11 Executed on 4/28, 2025 at Monterey Park CA.

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16 Howard M. Chan  
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**PROOF OF SERVICE**

**People/Monterey Park v. Robert Chan, et al.  
Case No. 24NNCV00087**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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 Los Angeles, State of California. My business address is 333 W. Sixth Street, Suite 213, San Pedro, CA 90731.

On **April 28, 2025**, I served true copies of the following document described as **OBJECTIONS AND RESPONSES TO PLAINTIFF CITY OF MONTEREY PARK's SPECIAL INTERROGATORIES TO DEFENDANT HOWARD M. CHAN (SET TWO)** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**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 [bjbickelfh@aol.com](mailto:bjbickelfh@aol.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 **April 28, 2025**, at Riverside, California.

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Beverly J. Bickel

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**SERVICE LIST**  
**People/Monterey Park v. Robert Chan, et al.**  
**Case No. 24NNCV00087**

Karl H. Berger (SBN 178458)  
E-mail: [kberger@bwslaw.com](mailto:kberger@bwslaw.com)  
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**Attorney for Plaintiffs**  
**THE PEOPLE OF THE STATE OF**  
**CALIFORNIA and THE CITY OF**  
**MONTEREY PARK**

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**Tel : 310-586-2400**  
**Tel : 310-594-4723**

**Attorney for Defendant**  
**RAYMOND MAN-SHU CHAN, AS**  
**TRUSTEE OF THE CHAN FAMILY**  
**TRUST**

**EXHIBIT F**

**EXHIBIT F**

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, 40<sup>th</sup> Floor  
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  
STATE OF CALIFORNIA, by and through the  
7 City Attorney for the City of Monterey Park; 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  
14 CITY OF MONTEREY PARK, a Municipal  
Corporation,

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

15 Plaintiffs,

**NOTICE OF RESCHEDULED  
DEPOSITION AND PRODUCTION OF  
DOCUMENTS TO DEFENDANT  
EDWARD M. CHAN**

16 v.

17  
18 ROBERT CHAN, an individual;  
ELAINE YEE CHAN, an individual;  
19 EDWARD M. CHAN, an individual;  
PATRICIA YU CHAN, an individual;  
20 MAN FEI CHAN also known as (“AKA”)  
MAN FEI GOLD, an individual;  
21 HOWARD M. CHAN, an individual;  
IRENE CHAN AKA IRENE I. HUANG, an  
22 individual; RAYMOND MAN-SHU CHAN,  
as Trustee of the Chan Family Trust; CINDY  
23 CHUNG CHAN, as Trustee of the Chan  
Family Trust; SOUTHERN CALIFORNIA  
24 EDISON COMPANY, a California  
25 Corporation; EQUILON ENTERPRISES  
26 LLC, a Delaware limited liability company;  
and DOES 1 through 50, inclusive,

New Date : August 11, 2025  
Time : 9:00 a.m.  
Location : Monterey Park  
Bruggemeyer Library  
318 S. Ramona Ave.  
Monterey Park, CA 91754

Action Filed: March 5, 2024  
Trial Date: None Set

27 Defendants.  
28



1 to the term “writing” as described under Section 250 of the Evidence Code, and shall include, but  
2 not be limited to, any and all written, printed, typed, graphic, photographic, visual, electronic,  
3 digital, or otherwise recorded matter of any kind or nature, however produced or reproduced,  
4 whether stored electronically or digitally in computer hard drives or software or servers, whether  
5 sent or received or neither, including originals, non-identical copies, whether different from the  
6 original by reason of any notation made on such copies or otherwise, and drafts and both sides  
7 thereof including, but not limited to: letters, personnel files and records, evaluations, x-rays or  
8 other medical imaging, photographs, e-mails, correspondence, papers, memoranda, books,  
9 journals, statements, reports, test results, studies, bills, billings, invoices, worksheets, jottings,  
10 projections, calculations, notes, abstracts, advertisements, drawings, charts, audits, balance sheets,  
11 income statements, diagrams, appointment books, diaries, bids, calendars, logs, recordings,  
12 instructions, lists, minutes of meetings, orders, facsimiles, messages, summaries, tabulations,  
13 tallies, statistical analyses, tapes, computer tapes, tape recordings, computer printouts, computer  
14 disk systems, voice mails, receipts, account records including ledgers, vouchers, books of account,  
15 estimates, records, inter- and intra-office communications, questionnaires and surveys, schedules,  
16 statistical records, analyses or studies of any kind, any form of recording of any telephone or other  
17 conversations, interviews, conferences or meetings and all other informal or formal writings or  
18 tangible things on which any handwriting, typing, printing, visual or sound is recorded or  
19 reproduced, and any and all amendments or supplements to all of the foregoing, whether prepared  
20 by a party or any other person.

21 3. The phrases “RELATED TO” or “RELATING TO” is defined as showing,  
22 reflecting, referring to, pertaining to, regarding, constituting, evidencing, comprising, discussing,  
23 describing, containing, mentioning, or concerning in any way all or any portion of the subject  
24 matter of the facts, contentions, or matter referenced in the discovery request.

25 4. The term “PROPERTY” means commercial property located at 795 W. Garvey  
26 Ave., Monterey Park, CA 91754, Assessor’s Parcel Number 5256-003-034.

27 5. The term “CONSTRUCTION” has the common understanding for the word  
28 RELATED TO, without limitation, building, repairing, demolishing, or performing any other  
physical activity on real property, whether or not pursuant to any building permits, and whether or

1 not performed by any licensed or unlicensed individuals or entities.

2 6. The term "CONSTRUCTION ACTIVITY" has the same meaning as  
3 CONSTRUCTION herein.

4 7. The term "CONTRACTOR" means any licensed or unlicensed person who  
5 contracts with a builder or owner to perform construction as to the subject property or to enter into  
6 a contract with a subcontractor or design professional as to such construction. The term "Design  
7 professional" as used herein means any licensed or unlicensed person, including without limitation  
8 any soils engineers, geotechnical engineers, civil engineers, structural engineers, landscape or  
9 environmental engineers, HVAC engineers, and architects and landscape architects who has  
10 provided any design or design services, including plans, specifications, or calculations for  
11 construction, to the subject property. (See also, Judicial Council Form DISC-005.)

12 8. The term "PRODUCTS" means any goods produced or manufactured by natural  
13 means or by hand or with tools, machinery, chemicals, or the like, and which is the subject of a  
14 CONSTRUCTION or CONSTRUCTION ACTIVITY at the PROPERTY. (See also, Judicial  
15 Council Form DISC-005.)

16 9. The term "FINANCIAL FUNDS" means money or means RELATED TO payment  
17 for any CONSTRUCTION or PRODUCTS at the PROPERTY.

### 18 INSTRUCTIONS

19 1. These requests apply to all DOCUMENTS in the possession, custody, or control of  
20 Deponent Edward M. Chan regardless of their location and regardless of whether such  
21 DOCUMENTS are held by Deponent Edward M. Chan's agents, employees, representatives,  
22 attorneys, or any other PERSON. A DOCUMENT is deemed to be in YOUR possession, custody  
23 or control if it is in YOUR physical custody, or if it is in the physical custody of any other  
24 PERSON, and YOU (a) own such DOCUMENT in whole or in part; (b) have a right by contract,  
25 statute or otherwise to use, inspect, examine or copy such document on any terms; (c) have an  
26 understanding, express or implied, that YOU may use, inspect, examine or copy such  
27 DOCUMENT on any terms; or (d) have, as a practical matter, been able to use, inspect, examine  
28 or copy such DOCUMENT when you have sought to do so.

29 2. In producing the DOCUMENTS, all DOCUMENTS that are physically attached to  
30 each other shall be left so attached, or presented as attached identically to the originals in the case  
31 of copies of DOCUMENTS. DOCUMENTS that are segregated or separated from other

1 DOCUMENTS, whether by inclusion in binders, files, subfiles, or by use of dividers, tabs, or  
2 other methods, shall be left so segregated or separated. DOCUMENTS shall be retained in the  
3 order in which they were maintained in the file where found.

4 3. If an objection to a request is based upon a claim of privilege, attorney-client or  
5 attorney work product, or any other basis, identify in writing each DOCUMENT so withheld by  
6 providing at least the following information:

- 7 a. The type of DOCUMENT;
- 8 b. The title and a general description of the subject matter of the  
9 DOCUMENT;
- 10 c. The date of the DOCUMENT;
- 11 d. The name, title and the position, and address of the originator or author of  
12 the DOCUMENT;
- 13 e. The name, title and position, and address of each PERSON who participated  
14 in the preparation of the DOCUMENT or on whose behalf the  
15 DOCUMENT was prepared;
- 16 f. The identity and position of all PERSONS (1) to whom the DOCUMENT  
17 was addressed, (2) to whom the DOCUMENT was sent, (3) who have seen  
18 the DOCUMENT, (4) who have possession or custody of the  
19 DOCUMENT, and (5) who have had disclosed to them any of the contents  
20 of the DOCUMENTS;
- 21 g. The basis of any claim of privilege, including the facts establishing any  
22 claim of privilege, facts showing that the privilege has not been waived, and  
23 the status of the PERSON claiming the privilege; and,
- 24 h. If work product immunity is asserted, the proceeding for which the  
25 DOCUMENT was prepared.

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1 **DOCUMENTS TO BE PRODUCED**

2 **REQUEST FOR PRODUCTION NO. 1:**

3 All DOCUMENTS that reflect the hiring and retention of individuals rendering  
4 construction project management services onto the PROPERTY from 2017 through the present.

5 **REQUEST FOR PRODUCTION NO. 2:**

6 All DOCUMENTS that reflect the hiring and retention of every CONTRACTOR that from  
7 2017 through the present has performed any CONSTRUCTION related services to the  
8 PROPERTY.

9 **REQUEST FOR PRODUCTION NO. 3:**

10 All DOCUMENTS that reflect the hiring and retention of licensed general contractors  
11 retained since 2017 to the present RELATED TO CONSTRUCTION at the PROPERTY.

12 **REQUEST FOR PRODUCTION NO. 4:**

13 All DOCUMENTS that detail all CONSTRUCTION performed RELATING TO the  
14 PROPERTY'S sewer system from October 21, 2024 to the present.

15 **REQUEST FOR PRODUCTION NO. 5:**

16 All DOCUMENTS each and every non-privileged document that provides the estimate as  
17 to when CONSTRUCTION RELATING TO the PROPERTY'S sewer system will be completed.

18 **REQUEST FOR PRODUCTION NO. 6:**

19 All DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION  
20 ACTIVITY at the PROPERTY between the years 2017-2019.

21 **REQUEST FOR PRODUCTION NO. 7:**

22 All DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION  
23 ACTIVITY at the PROPERTY during the year 2020.

24 **REQUEST FOR PRODUCTION NO. 8:**

25 All DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION  
26 ACTIVITY at the PROPERTY during the year 2021.

27 **REQUEST FOR PRODUCTION NO. 9:**

28 All DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION

1 ACTIVITY at the PROPERTY during the year 2022.

2 **REQUEST FOR PRODUCTION NO. 10:**

3 All DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION  
4 ACTIVITY at the PROPERTY during the year 2023.

5 **REQUEST FOR PRODUCTION NO. 11:**

6 All DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION  
7 ACTIVITY at the PROPERTY during the year 2024.

8 **REQUEST FOR PRODUCTION NO. 12:**

9 DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION  
10 ACTIVITY at the PROPERTY during the year 2024.

11 **REQUEST FOR PRODUCTION NO. 13:**

12 All DOCUMENTS that evidence what CONSTRUCTION work has been performed at the  
13 PROPERTY since May 23, 2025.

14 **REQUEST FOR PRODUCTION NO. 14:**

15 Any and all DOCUMENTS RELATED TO currently scheduled CONSTRUCTION work  
16 at the PROPERTY, often referred to in the construction industry as a “construction schedule.”

17 **REQUEST FOR PRODUCTION NO. 15:**

18 All DOCUMENTS that evidence what PRODUCTS have been purchased RELATED TO  
19 or in furtherance of CONSTRUCTION at the PROPERTY since January 1, 2024.

20 **REQUEST FOR PRODUCTION NO. 16:**

21 All DOCUMENTS that evidence payment of any and all PRODUCTS that have been  
22 purchased RELATED TO or in furtherance of CONSTRUCTION at the PROPERTY.

23 **REQUEST FOR PRODUCTION NO. 17:**

24 All DOCUMENTS that evidence what PRODUCTS RELATED TO or in furtherance of  
25 CONSTRUCTION at the PROPERTY that have been delivered or provided to YOU or to the  
26 PROPERTY since January 1, 2024.

27 **REQUEST FOR PRODUCTION NO. 18:**

28 All DOCUMENTS evidencing payment to any and all general contractors, sub-contractors,

1 engineers, design professional and any other person or entity who provided services RELATED  
2 TO CONSTRUCTION at the PROPERTY from December 1, 2023 through the present.

3 **REQUEST FOR PRODUCTION NO. 19:**

4 All DOCUMENTS evidencing the amount of FINANCIAL FUNDS currently available to  
5 YOU to pay for CONSTRUCTION costs RELATED TO the PROPERTY.

6 **REQUEST FOR PRODUCTION NO. 20:**

7 All photographs of the PROPERTY taken by YOU since January 1, 2017, evidencing any  
8 and all activity RELATED TO construction.

9 **REQUEST FOR PRODUCTION NO. 21:**

10 All DOCUMENTS evidencing each instance in which YOU requested an inspection of the  
11 PROPERTY by Building Division of the City of Monterey Park pursuant to any building permit  
12 issued by the City of Monterey Park from January 1, 2017 to the present.

13

14

15 Dated: July 23, 2025

KARL H. BERGER, CITY ATTORNEY  
CITY OF MONTEREY PARK  
BURKE, WILLIAMS & SORENSEN, LLP

17

18

By: 

19

Timothy E. Campen, Assistant City Attorney  
Attorneys for Plaintiffs THE PEOPLE OF  
THE STATE OF CALIFORNIA and CITY  
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 Riverside, State of California. My business address is 1770 Iowa Avenue, Suite 240, Riverside, CA 92507-2479.

On **July 23, 2025**, I served true copies of the following document(s) described as **NOTICE OF RESCHEDULED DEPOSITION AND PRODUCTION OF DOCUMENTS TO DEFENDANT EDWARD M. CHAN TO AUGUST 11, 2025** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**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 mahensley@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 **July 23, 2025**, at Riverside, California.

  
\_\_\_\_\_  
Mary Hensley

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**SERVICE LIST**  
**People/Monterey Park v. Robert Chan, et al.**  
**Case No. 24NNCV00087**  
**Updated: 06-23-2025**

Andrew O. Krastins, Esq.  
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CHAN GOLD, EDWARD M. CHAN AS  
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Allan Cohen, Esq.  
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**Attorney for Defendant**  
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**AS TRUSTEE OF THE CHAN**  
**FAMILY TRUST, AND**  
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**AS TRUSTEE OF THE CHAN**  
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**Tel: 310-594-4723**  
**Fax: 310-**  
**Email: tstephen@cjbllp.com**  
**acohen@cjbllp.com**

**EXHIBIT G**

**EXHIBIT G**

FILING FEE EXEMPT PURSUANT TO  
GOVERNMENT CODE § 6103

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)  
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4 444 South Flower Street, Suite 2400  
Los Angeles, California 90071-2953  
5 Tel: 213.236.0600 Fax: 213.236.2700

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

15 Plaintiffs,

16 v.  
17

18 ROBERT CHAN, an individual;  
ELAINE YEE CHAN, an individual;  
19 EDWARD M. CHAN, an individual;  
PATRICIA YU CHAN, an individual;  
20 MAN FEI CHAN also known as (“AKA”)  
MAN FEI GOLD, an individual;  
21 HOWARD M. CHAN, an individual;  
IRENE CHAN AKA IRENE I. HUANG, an  
22 individual; RAYMOND MAN-SHU CHAN,  
23 as Trustee of the Chan Family Trust; CINDY  
CHUNG CHAN, as Trustee of the Chan  
24 Family Trust; SOUTHERN CALIFORNIA  
EDISON COMPANY, a California  
25 Corporation; EQUILON ENTERPRISES  
26 LLC, a Delaware limited liability company;  
and DOES 1 through 50, inclusive,

27 Defendants.  
28

Case No. 24NNCV00087

JFAP: Hon. Ashfaq G. Chowdhury  
Dept. E

**NOTICE OF RESCHEDULED  
DEPOSITION AND PRODUCTION OF  
DOCUMENTS TO DEFENDANT  
HOWARD M. CHAN**

New Date : August 11, 2025  
Time : 1:30 p.m.  
Location : Monterey Park Bruggemeyer  
Library  
318 S. Ramona Ave.  
Monterey Park, CA 91754

Action Filed: March 5, 2024  
Trial Date: None Set



1 to the term “writing” as described under Section 250 of the Evidence Code, and shall include, but  
2 not be limited to, any and all written, printed, typed, graphic, photographic, visual, electronic,  
3 digital, or otherwise recorded matter of any kind or nature, however produced or reproduced,  
4 whether stored electronically or digitally in computer hard drives or software or servers, whether  
5 sent or received or neither, including originals, non-identical copies, whether different from the  
6 original by reason of any notation made on such copies or otherwise, and drafts and both sides  
7 thereof including, but not limited to: letters, personnel files and records, evaluations, x-rays or  
8 other medical imaging, photographs, e-mails, correspondence, papers, memoranda, books,  
9 journals, statements, reports, test results, studies, bills, billings, invoices, worksheets, jottings,  
10 projections, calculations, notes, abstracts, advertisements, drawings, charts, audits, balance sheets,  
11 income statements, diagrams, appointment books, diaries, bids, calendars, logs, recordings,  
12 instructions, lists, minutes of meetings, orders, facsimiles, messages, summaries, tabulations,  
13 tallies, statistical analyses, tapes, computer tapes, tape recordings, computer printouts, computer  
14 disk systems, voice mails, receipts, account records including ledgers, vouchers, books of account,  
15 estimates, records, inter- and intra-office communications, questionnaires and surveys, schedules,  
16 statistical records, analyses or studies of any kind, any form of recording of any telephone or other  
17 conversations, interviews, conferences or meetings and all other informal or formal writings or  
18 tangible things on which any handwriting, typing, printing, visual or sound is recorded or  
19 reproduced, and any and all amendments or supplements to all of the foregoing, whether prepared  
20 by a party or any other person.

21           3.       The phrases “RELATED TO” or “RELATING TO” is defined as showing,  
22 reflecting, referring to, pertaining to, regarding, constituting, evidencing, comprising, discussing,  
23 describing, containing, mentioning, or concerning in any way all or any portion of the subject  
24 matter of the facts, contentions, or matter referenced in the discovery request.

25           4.       The term “PROPERTY” means commercial property located at 795 W. Garvey  
26 Ave., Monterey Park, CA 91754, Assessor’s Parcel Number 5256-003-034.

27           5.       The term “CONSTRUCTION” has the common understanding for the word  
28 RELATED TO, without limitation, building, repairing, demolishing, or performing any other  
physical activity on real property, whether or not pursuant to any building permits, and whether or

1 not performed by any licensed or unlicensed individuals or entities.

2 6. The term “CONSTRUCTION ACTIVITY” has the same meaning as  
3 CONSTRUCTION herein.

4 7. The term “CONTRACTOR” means any licensed or unlicensed person who  
5 contracts with a builder or owner to perform construction as to the subject property or to enter into  
6 a contract with a subcontractor or design professional as to such construction. The term “Design  
7 professional” as used herein means any licensed or unlicensed person, including without limitation  
8 any soils engineers, geotechnical engineers, civil engineers, structural engineers, landscape or  
9 environmental engineers, HVAC engineers, and architects and landscape architects who has  
10 provided any design or design services, including plans, specifications, or calculations for  
11 construction, to the subject property. (See also, Judicial Council Form DISC-005.)

12 8. The term “PRODUCTS” means any goods produced or manufactured by natural  
13 means or by hand or with tools, machinery, chemicals, or the like, and which is the subject of a  
14 CONSTRUCTION or CONSTRUCTION ACTIVITY at the PROPERTY. (See also, Judicial  
15 Council Form DISC-005.)

16 9. The term “FINANCIAL FUNDS” means money or means RELATED TO payment  
17 for any CONSTRUCTION or PRODUCTS at the PROPERTY.

### 18 INSTRUCTIONS

19 1. These requests apply to all DOCUMENTS in the possession, custody, or control of  
20 Deponent Howard M. Chan regardless of their location and regardless of whether such  
21 DOCUMENTS are held by Deponent Howard M. Chan’s agents, employees, representatives,  
22 attorneys, or any other PERSON. A DOCUMENT is deemed to be in YOUR possession, custody  
23 or control if it is in YOUR physical custody, or if it is in the physical custody of any other  
24 PERSON, and YOU (a) own such DOCUMENT in whole or in part; (b) have a right by contract,  
25 statute or otherwise to use, inspect, examine or copy such document on any terms; (c) have an  
26 understanding, express or implied, that YOU may use, inspect, examine or copy such  
27 DOCUMENT on any terms; or (d) have, as a practical matter, been able to use, inspect, examine  
28 or copy such DOCUMENT when you have sought to do so.

29 2. In producing the DOCUMENTS, all DOCUMENTS that are physically attached to  
30 each other shall be left so attached, or presented as attached identically to the originals in the case  
31 of copies of DOCUMENTS. DOCUMENTS that are segregated or separated from other

1 DOCUMENTS, whether by inclusion in binders, files, subfiles, or by use of dividers, tabs, or  
2 other methods, shall be left so segregated or separated. DOCUMENTS shall be retained in the  
3 order in which they were maintained in the file where found.

4 3. If an objection to a request is based upon a claim of privilege, attorney-client or  
5 attorney work product, or any other basis, identify in writing each DOCUMENT so withheld by  
6 providing at least the following information:

- 7 a. The type of DOCUMENT;
- 8 b. The title and a general description of the subject matter of the  
9 DOCUMENT;
- 10 c. The date of the DOCUMENT;
- 11 d. The name, title and the position, and address of the originator or author of  
12 the DOCUMENT;
- 13 e. The name, title and position, and address of each PERSON who participated  
14 in the preparation of the DOCUMENT or on whose behalf the  
15 DOCUMENT was prepared;
- 16 f. The identity and position of all PERSONS (1) to whom the DOCUMENT  
17 was addressed, (2) to whom the DOCUMENT was sent, (3) who have seen  
18 the DOCUMENT, (4) who have possession or custody of the  
19 DOCUMENT, and (5) who have had disclosed to them any of the contents  
20 of the DOCUMENTS;
- 21 g. The basis of any claim of privilege, including the facts establishing any  
22 claim of privilege, facts showing that the privilege has not been waived, and  
23 the status of the PERSON claiming the privilege; and,
- 24 h. If work product immunity is asserted, the proceeding for which the  
25 DOCUMENT was prepared.

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1 **DOCUMENTS TO BE PRODUCED**

2 **REQUEST FOR PRODUCTION NO. 1:**

3 All DOCUMENTS that reflect the hiring and retention of individuals rendering  
4 construction project management services onto the PROPERTY from 2017 through the present.

5 **REQUEST FOR PRODUCTION NO. 2:**

6 All DOCUMENTS that reflect the hiring and retention of every CONTRACTOR that from  
7 2017 through the present has performed any CONSTRUCTION related services to the  
8 PROPERTY.

9 **REQUEST FOR PRODUCTION NO. 3:**

10 All DOCUMENTS that reflect the hiring and retention of licensed general contractors  
11 retained since 2017 to the present RELATED TO CONSTRUCTION at the PROPERTY.

12 **REQUEST FOR PRODUCTION NO. 4:**

13 All DOCUMENTS that detail all CONSTRUCTION performed RELATING TO the  
14 PROPERTY'S sewer system from October 21, 2024 to the present.

15 **REQUEST FOR PRODUCTION NO. 5:**

16 All DOCUMENTS each and every non-privileged document that provides the estimate as  
17 to when CONSTRUCTION RELATING TO the PROPERTY'S sewer system will be completed.

18 **REQUEST FOR PRODUCTION NO. 6:**

19 All DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION  
20 ACTIVITY at the PROPERTY between the years 2017-2019.

21 **REQUEST FOR PRODUCTION NO. 7:**

22 All DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION  
23 ACTIVITY at the PROPERTY during the year 2020.

24 **REQUEST FOR PRODUCTION NO. 8:**

25 All DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION  
26 ACTIVITY at the PROPERTY during the year 2021.

27 **REQUEST FOR PRODUCTION NO. 9:**

28 All DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION

1 ACTIVITY at the PROPERTY during the year 2022.

2 **REQUEST FOR PRODUCTION NO. 10:**

3 All DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION  
4 ACTIVITY at the PROPERTY during the year 2023.

5 **REQUEST FOR PRODUCTION NO. 11:**

6 All DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION  
7 ACTIVITY at the PROPERTY during the year 2024.

8 **REQUEST FOR PRODUCTION NO. 12:**

9 DOCUMENTS that detail or provide explanation for any lack of CONSTRUCTION  
10 ACTIVITY at the PROPERTY during the year 2024.

11 **REQUEST FOR PRODUCTION NO. 13:**

12 All DOCUMENTS that evidence what CONSTRUCTION work has been performed at the  
13 PROPERTY since May 23, 2025.

14 **REQUEST FOR PRODUCTION NO. 14:**

15 Any and all DOCUMENTS RELATED TO currently scheduled CONSTRUCTION work  
16 at the PROPERTY, often referred to in the construction industry as a “construction schedule.”

17 **REQUEST FOR PRODUCTION NO. 15:**

18 All DOCUMENTS that evidence what PRODUCTS have been purchased RELATED TO  
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11 PROPERTY by Building Division of the City of Monterey Park pursuant to any building permit  
12 issued by the City of Monterey Park from January 1, 2017 to the present.

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14

15 Dated: July 23, 2025

KARL H. BERGER, CITY ATTORNEY  
CITY OF MONTEREY PARK  
BURKE, WILLIAMS & SORENSEN, LLP

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By: 

Timothy E. Campen, Assistant City Attorney  
Attorneys for Plaintiffs THE PEOPLE OF  
THE STATE OF CALIFORNIA and CITY  
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 Riverside, State of California. My business address is 1770 Iowa Avenue, Suite 240, Riverside, CA 92507-2479.

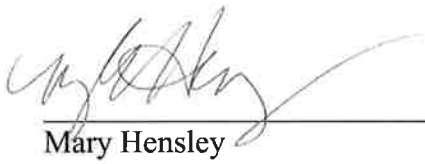
On **July 23, 2025**, I served true copies of the following document(s) described as **NOTICE OF RESCHEDULED DEPOSITION AND PRODUCTION OF DOCUMENTS TO DEFENDANT HOWARD M. CHAN TO AUGUST 11, 2025** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**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 mahensley@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 **July 23, 2025**, at Riverside, California.



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Mary Hensley

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**SERVICE LIST**  
**People/Monterey Park v. Robert Chan, et al.**  
**Case No. 24NNCV00087**  
**Updated: 06-23-2025**

Andrew O. Krastins, Esq.  
**LAW OFFICE OF ANDREW O.  
KRASTINS**  
333 West 6th Street, Suite 213  
San Pedro, CA 90731

**Attorney for Defendants**  
**EDWARD M. CHAN, HOWARD M.  
CHAN, PATRICIA YU CHAN, MAN-FEI  
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**AS TRUSTEE OF THE CHAN**  
**FAMILY TRUST, AND**  
**RAYMOND MAN-SHU CHAN**  
**AS TRUSTEE OF THE CHAN**  
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**Fax: 310-**  
**Email: tstephen@cjbllp.com**  
**acohen@cjbllp.com**



## Court Reservation Receipt

### Reservation

Reservation ID:  
908607844145

Status:  
RESERVED

Reservation Type:  
Motion for Protective Order

Number of Motions:  
1

Case Number:  
24NNCV00087

Case Title:  
THE PEOPLE OF THE STATE OF CALIFORNIA, BY AND THROUGH THE CITY ATTORNEY FOR THE CITY OF MONTEREY PARK, et al. vs ROBERT CHAN, et al.

Filing Party:  
EDWARD M. CHAN (Defendant)

Location:  
Glendale Courthouse - Department E

Date/Time:  
October 16th 2026, 8:30AM

Confirmation Code:  
CR-TFYDQEBN2DQHQE4SL

### Fees

Description	Fee	Qty	Amount
Motion for Protective Order	0.00	1	0.00
<b>TOTAL</b>			<b>\$0.00</b>

### Payment

Amount:  
\$0.00

Type:  
NOFEE

[← Back to Main](#)

Print Page