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10 Attorneys for Plaintiffs
11 PEOPLE OF THE STATE OF CALIFORNIA
AND CITY OF SANTA MONICA

*Exempt from filing fees pursuant
to Gov. Code § 6103.*

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, WEST DISTRICT**

16
17 THE PEOPLE OF THE STATE OF
CALIFORNIA, CITY OF SANTA MONICA,

18 Plaintiffs,

19 v.

20
21 SAEED FARZAM, GOHARSHAD FARZAM,
PAVILIONS MOTEL, INC., and Does 1-50,

22 Defendants.

CASE NO.: **24SMCV02305**

**COMPLAINT FOR NUISANCE
ABATEMENT AND INJUNCTION**

1. Drug Abatement Act, brought by the People of State of California (Health & Safety Code §§11570-11587).
2. Maintenance of a Public Nuisance, brought by the People of State of California (Civil Code §3479).
3. Maintenance of a Public Nuisance, brought by City of Santa Monica (S.M.M.C. Chapter 13.06).

*[Verified answer required pursuant to
code of Civil Procedure § 446.]*

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27 PLAINTIFFS, THE PEOPLE OF THE STATE OF CALIFORNIA and THE CITY OF
28 SANTA MONICA, allege as follows:

I. INTRODUCTION

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2 1. This nuisance abatement action (“Action”) is brought by Plaintiffs, the People
3 of the State of California (the “People”) and the City of Santa Monica (the “City”)
4 (collectively “Plaintiffs”) to abate ongoing drug and disruptive activities, and general public
5 nuisance activity, occurring at the Pavilions Motel located at 2338 Ocean Park Boulevard in
6 Santa Monica, California (“the Property” or “the Motel”). The Property is a 20-unit budget
7 motel that has been owned and operated by Defendants Saeed Farzam, Goharshad Farzam
8 (collectively “the Farzams”), and Pavilions Motel, Inc. (collectively “Defendants”), for over
9 30 years. For much of that time, Defendants have permitted the Property to be used for drug
10 dealing and the disruptive nuisance activity that comes with it.

11 2. The Motel, due to its disorderly operation and lack of oversight by the Farzams,
12 is notorious in the community as a hotbed for drug activity, fights, prostitution, building
13 violations, and other quality of life issues. For example, in 2007, the Santa Monica Police
14 Department (“SMPD”) and the Santa Monica Code Enforcement Division (“Code
15 Enforcement”) conducted targeted enforcement in and around the Motel, which yielded
16 numerous arrests, temporary closure of the Motel, and the conviction of one of the Motel
17 owners, Saeed Farzam.

18 3. The 2007 enforcement activities and arrests did not reduce the nuisance activity
19 for long. Police have continued to regularly engage in directed, proactive enforcement at and
20 around the Motel for up to a few weeks at a time. These efforts often cause the drug activity
21 and quality of life problems to temporarily quiet down, but they have consistently resurfaced.
22 In the years since, and especially in the past year, the crime emanating from the Motel has
23 marred the quality of life of the surrounding neighborhood, eliciting frequent complaints from
24 community members and law-abiding guests.

25 4. To this day, drugs are routinely sold through motel-room “takeout” windows
26 and gates. These drug transactions occur in plain view in the Motel parking lot, which shares
27 an alleyway with residential buildings with families and retirees, and is several hundred feet
28 from a nearby park and schools. Five dead bodies have been found at the Property since just

1 2019, at least 3 connected to drug or alcohol abuse. Online reviews of the Motel, dating from
2 more than 13 years ago to as recently as a few months ago, consistently describe the Motel as
3 a dangerous, loud, drug-ridden nuisance:

- 4 a. Yelp review, Jan 22, 2011: “I have many stories to tell about my experience at
5 this motel, but all of them involve the words: dirty, scary, and dangerous.”
- 6 b. Yelp review, April 2, 2012: “Immediate descriptions of things you would do
7 at this place: A) you’re looking to buy drugs B) looking to sell drugs[.]”
- 8 c. Expedia review, March 3, 2017: “People in groups of several rent rooms . . .
9 drink . . . up all night in the little courtyard. In my One day here, there Were
10 three separate drunken fights. . . neighbors in drug and alcohol fueled rants.”
- 11 d. Expedia review, March 4, 2018: “Filthy. People were doing hard drugs
12 outside my hotel room. . . I felt unsafe.”
- 13 e. Expedia review, August 4, 2018: “Drug taking on the complex. Dogs barking
14 until early hours.”
- 15 f. Yelp review, August 11, 2018: “There was a couple living opposite of us and
16 they had this HUGE fight and hit each other screaming the whole time.”
- 17 g. Expedia review, July 25, 2019: “If you’re looking for a place to score some
18 hard drugs . . . then 10/10 would definitely recommend.”
- 19 h. Expedia review, September 1, 2023: “The night was a nightmare of loud
20 music and [hysterical] laughter.”
- 21 i. Expedia review, April 29, 2024: “It’s a horrible place to stay.”

22 5. A recent Google review from late last year paints a vivid picture of the
23 notoriety of this Motel: “I’ve been to some bad LA Motels but this one takes the cake, that
24 is unless you enjoy sharing your room with countless cockroaches and the smell of crack
25 and methamphetamine smoke constantly in the air constantly along with total chaos and
26 despair and desperation that comes with it on a level most cannot even comprehend. Throw
27 in the constant noise from those in, not such a good way let’s put it, around you constantly
28 fighting and yeah, it’s an experience. Not a good one. And do NOT let the owner fool you

1 into thinking he cares....”

2 6. The Motel has continued to be a drain on policing resources. In response to
3 growing complaints from Motel neighbors about suspicious drug and prostitution activities,
4 loud fights, barking dogs, and other issues, the City has undertaken concerted effort in recent
5 months to have the Defendants bring the Motel into compliance.

6 7. Because of the open and obvious nature of the drug and other nuisance activity
7 regularly occurring at the Motel, Defendants knew or should have known—either directly or
8 through their subordinates—of the ongoing nuisance at the Motel.

9 8. The City has also put the Farzams on notice, giving them ample warning and
10 opportunity to stop the rampant drug and disruptive activities at the Property. The City
11 Attorney’s Office (the “CAO”) sent a letter in February 2024 and again in March 2024, and
12 met by phone and in-person with Saeed Farzam. The CAO even informed Defendants of steps
13 they could take to help abate the public nuisance. But Defendants have heeded none of these
14 warnings, demonstrating they are either unwilling or unable to operate their business in a law-
15 abiding way.

16 9. By allowing the Motel to continue to be used for drug and other nuisance
17 activities, Defendants have violated the following laws: California’s Drug Abatement Act,
18 Health & Safety Code §11570 *et seq.* (“the Drug Abatement Law”), California Civil Code
19 §§3479, 3480, 3491, and 3494 (the “California Nuisance Law”), and Santa Monica Municipal
20 Code (“S.M.M.C.”) §13.06.040(a) (the “Santa Monica Nuisance Law”).

21 10. Accordingly, Plaintiffs, by and through the Santa Monica City Attorney,
22 Douglas Sloan, bring this action pursuant to the afore-mentioned provisions and pursuant to
23 Code of Civil Procedure §§526 and 731, for injunctive relief prohibiting Defendants from
24 using or maintaining the Motel as a public nuisance. Plaintiffs also seek civil penalties, costs,
25 and other equitable relief.

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II. PARTIES AND VENUE

A. Plaintiffs

11. The People of the State of California is the sovereign power of the State of California. The Santa Monica City Attorney Douglas Sloan is authorized by the Drug Abatement Act, Health & Safety Code §11571, and Code of Civil Procedure §731 to be the complaining party in law enforcement actions to abate, enjoin, and penalize narcotics nuisances, and public nuisances, in the name of the People.

12. The City is a municipal corporation and a California charter city having standing to bring this action pursuant to the Santa Monica Nuisance Law, S.M.M.C. §§13.06.090(b) and (d).

B. Defendants

13. Defendants Saeed Farzam and Goharshad Farzam are individuals residing in Los Angeles County. The People and the City bring this case against the Farzams as the owners and managers of the Motel. The Farzams have been the owners-of-record of the Motel since 1990.

14. Plaintiffs allege, on information and belief, that the Farzams have jointly managed and operated the Property under the fictitious business name “Pavilions Motel” since at least 1990.

15. Plaintiffs allege, on information and belief, that Pavilions Motel, Inc. is a California corporation doing business in Los Angeles County. Defendant Saeed Farzam is the Chief Executive Officer and Defendant Goharshad Farzam is the Chief Financial Officer of Defendant Pavilions Motel, Inc.

16. Plaintiffs allege, on information and belief, that the Farzams exercise control and authority over Defendant Pavilions Motel, Inc. and by extension, the Property, including decision-making authority to manage and oversee the Motel’s operation and to make capital improvements. The Farzams occupy a position of responsibility within Pavilions Motel, Inc. such that they can influence, control, or ratify corporate policies or activities concerning the Property. Further, Plaintiffs allege, on information and belief, that the Farzams had, by reason

1 of their positions as corporate officers, managers, members, or agents of Defendant Pavilions
2 Motel, Inc., and as the property owners themselves, responsibility and authority to prevent,
3 in the first instance, or promptly correct, the dangerous narcotics-related public nuisance that
4 has existed at the Motel for decades. Collectively, Defendants' actions or inactions caused or
5 maintained the existence of the public nuisance at the Motel.

6 17. Defendants Does 1-50 are unknown to the City and the People, so Plaintiffs sue
7 those defendants under fictitious names. Plaintiffs do not, at this time, know the true names
8 or capacities of said defendants, and will amend the complaint to show their true names when
9 they are ascertained. Plaintiffs are informed and believe, and on that basis allege, that each of
10 the Doe defendants is responsible for the acts described herein.

11 18. Plaintiffs allege, on information and belief, that at all times described below,
12 each Defendant was the agent, lessor, lessee, principal, servant, employee, partner, joint-
13 venturer, and/or the alter ego of the remaining Defendants, and further allege that each
14 Defendant acted with the remaining Defendants' consent, ratification, and authorization, in
15 directly or indirectly causing or maintaining the public nuisance described herein, and that at
16 all times Defendants were acting within the course and scope of that relationship and with
17 the consent of each of their co-defendants.

18 19. As owners and managers of the Property, Defendants are each responsible to
19 maintain the Property in a manner that prevents the occurrence of a public nuisance, pursuant
20 to the Drug Abatement Act, California Nuisance Law, and the Santa Monica Nuisance Law.

21 **C. Venue**

22 20. The omission or commission of acts and violations of law by Defendants as
23 alleged in this Complaint occurred within the City of Santa Monica, State of California.
24 Defendants, at all times relevant to this Complaint, have transacted business within the City
25 of Santa Monica, are residents of Los Angeles County, or both.

26 21. The Property where the acts and practices described in this Complaint were
27 performed is in the City of Santa Monica, so this Court is the proper venue for this Complaint.
28

1 **III. THE PAVILIONS MOTEL**

2 22. The common address for the Pavilions Motel is 2338 Ocean Park Boulevard,
3 Santa Monica, California 90405, also identified as Assessor’s Parcel Number 4272-022-008
4 and 4272-022-007.

5 23. The legal description of the Property is: Lots 7 and 8 of Tract 8542, as per map
6 recorded in Book 104, Pages 27 to 29 inclusive, of Maps, in the office of the County Recorder
7 of Los Angeles County.

8 24. The Grant Deeds for the Property, recorded on September 5, 1990 with the Los
9 Angeles County Recorder as documents number 90-1526029 and 90-1526031, list the owners
10 as Defendants Saeed Farzam and Goharshad Farzam.

11 25. The Property was developed as a single-story motel consisting of 20 units and
12 a parking lot.

13 26. The Property is in an R3 zone (Medium Density Residential) in the Sunset Park
14 neighborhood in the City of Santa Monica, a predominantly residential neighborhood of
15 single- and multi-family residential properties, including several immediately adjacent to the
16 Property. The Motel is also within two blocks of a park and an elementary school.

17 **IV. FACTUAL ALLEGATIONS**

18 27. The Motel has a longstanding and well-deserved reputation in the community
19 as being a site for drug and other disruptive activities, which disturb the peace and safety of
20 unsuspecting guests and the surrounding neighborhood.

21 28. In July 2007, the Property was the target of a major policing and code
22 enforcement operation, resulting in the arrests of nearly a dozen people, including Defendant
23 Saeed Farzam. Mr. Farzam was later convicted of a host of violations related to his operation
24 of the Motel. Even at that time, nearly 17 years ago, the president of the local neighborhood
25 association reported that it had received numerous complaints about illegal activities at the
26 Motel. See <https://smmirror.com/2007/07/drug-bust/>

27 29. To this day, the Property is widely and rightly known as a place where illegal
28 drugs are used, stored, and readily available for purchase. People routinely pull into the

1 parking lot for just a few moments, walk up to what are effectively drug “takeout” windows,
2 and then leave. Others buy drugs in hand-to-hand transactions or through their car windows,
3 out in the open in the parking lot or in the alley at the rear of the Motel. At least one motel
4 employee has been witnessed to be involved in some of these transactions. Drug paraphernalia
5 has been found in and around the Motel. In September 2023, an unwitting Uber driver was
6 given a package for delivery from someone at the Motel, which contained suspected cocaine.
7 At least three people in just the last 5 years have died at the Motel under circumstances
8 consistent with drug or alcohol abuse.

9 30. In the first few months of 2024, SMPD made several arrests related to drug
10 activity related to the Motel, including the following:

- 11 a. On January 20, 2024, SMPD conducted a traffic stop at the intersection of
12 Ocean Park Boulevard and Centinela Avenue, a few blocks from the Property.
13 The driver reported to SMPD that he had driven to the Motel for the sole
14 purpose of purchasing drugs from a resident in Room 7, a person who was also
15 in the car during the traffic stop. A search of the car uncovered drug
16 paraphernalia, suspected narcotics, and a loaded handgun. Police obtained a
17 warrant to search Room 7 and recovered approximately 32 grams of suspected
18 methamphetamine, approximately 10 grams of suspected of hallucinogenic
19 mushrooms, and approximately 18 grams of suspected fentanyl, as well as
20 baggies and two scales. The Motel room search also recovered a handgun and
21 bullets.
- 22 b. On February 2, 2024, SMPD conducted a traffic stop near the Motel of a car
23 driven by the occupant of Room 7. A search of the driver and the car uncovered
24 suspected methamphetamine and suspected fentanyl.
- 25 c. Also on February 2, 2024, SMPD performed a search incident to arrest of an
26 individual riding his bike less than a block from the Property that uncovered a
27 glass pipe with a substance resembling methamphetamine.
- 28 d. On February 16, 2024, SMPD executed another search warrant for Room 7 at

1 the Motel and arrested the occupant. The search uncovered approximately 114
2 grams of suspected methamphetamine. approximately 80 grams of suspected
3 fentanyl, baggies, and a scale. The occupants were arrested for drug sales. Later
4 that evening, an employee of the Defendants, who has been involved in other
5 suspected drug transactions, attempted to conceal a small package in a metal
6 pipe on the roof of the Motel.

7 e. On March 29, 2024, SMPD located a stolen motorcycle in the Motel parking
8 lot and arrested the driver, uncovering a glass pipe with suspected
9 methamphetamine in his backpack.

10 f. On April 21, 2024, SMPD arrested a different guest of Room 11 at the Motel,
11 just blocks from the Motel after his car was seen driving in the alley of the
12 Motel. A search uncovered 16 individually packaged bindles of suspected
13 methamphetamine and 12 pipes with brown-black residue.

14 31. Another drug dealer was seen routinely in the parking lot of the Motel before
15 he was taken into federal pre-trial custody after being indicted on February 7, 2024, on three
16 counts of possession of narcotics for sale, including over 500 grams of methamphetamine,
17 over 80 grams of fentanyl, and cocaine base.

18 32. These arrests over the last several months are just the tip of the iceberg,
19 evidenced by the fact that they have not deterred the drug activity in the intervening weeks.
20 SMPD has dedicated at least 100 man-hours to policing the area surrounding the Motel, just
21 since November 2023. Despite this dedication of resources, the drug-dealing has not abated.
22 People still routinely come to the Motel parking lot, or to one of the “takeout” windows or
23 gates, to buy drugs.

24 33. The rampant drug activity is also connected to a constant stream of loud noises,
25 dangerous conduct, and other disruptive activities emanating from the Motel, all of which
26 torment neighbors. Neighbors are interrupted or woken up in the middle of the night by loud
27 arguments. In one fight last year, a person was heard threatening to use a gun. Several people
28 have been arrested or convicted for public intoxication at or near the Motel, and at least four

1 people have been convicted for battery or domestic violence occurring at the property since
2 2018. Dogs have been left or abandoned by owners to bark incessantly. Trash and debris often
3 litter the area around the Motel. Cars in the parking lot play excessively loud music. On
4 February 13, 2023, a large fire was started in a dumpster near the rear of the building, which
5 engulfed two City recycling bins and threatened neighboring buildings. And on May 7, 2024,
6 someone shot and killed himself in a room at the Motel.

7 34. Plaintiffs have tried to compel Defendants to finally take responsibility for the
8 illegal, dangerous, and disruptive nuisance activity at the Property. On February 6, 2024, the
9 Santa Monica City Attorney's Office wrote a letter to the Farzams detailing the ongoing drug
10 activity, disruptive activity, animal code violations, dangerous conditions, and building
11 violations, and demanding that they immediately cease all such nuisance activities at the
12 Property. The letter reminded the Farzams that, as the owners of the Property, they are
13 responsible for ensuring the Property is not a public nuisance. The letter further suggested
14 measures Defendants could take to that end, including improved lighting, security cameras,
15 24-hour security, and clear policies for guests regarding drug and disruptive activities.

16 35. Defendants did not take measures to address the nuisance after receiving the
17 City's first letter. Within 10 days, SMPD executed the second search warrant at the Motel in
18 a month, uncovering significant quantities of drugs, scales, and packaging for sales.

19 36. The Santa Monica City Attorney's Office wrote a second letter to the Farzams,
20 on March 26, 2024, reiterating Defendants' legal duties and suggestions for measures that
21 could curb the nuisance activity. Again, Defendants took no action in response to the second
22 letter.

23 37. Finally, the Santa Monica City Attorney and City Manager called Defendant
24 Saeed Farzam into City Hall for a conference on May 7, 2024, to demand that he commit to
25 the commonsense measures previously outlined to abate the nuisances, as well as additional
26 steps to ensure that such problems do not take root and fester. Defendants again took no action
27 in response to that letter. In the afternoon after meeting with City officials, another dead body
28 was discovered at the Property from an apparent suicide.

1 38. Despite multiple warnings, Defendants have done none of what has been
2 reasonably demanded of them to stop the Motel from being a public nuisance. The public
3 nuisance persists to this day.

4 **V. CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**
6 **DRUG ABATEMENT ACT**

7 **(Health & Safety Code §§ 11570 - 11587)**
8 **By Plaintiff People of the State of California**
9 **Against all Defendants**

10 39. The People incorporate and reallege by reference, as though fully set forth in
11 this paragraph, all the allegations of the Complaint.

12 40. Since at least 2007 to the present, the Property has been used for the purposes
13 of unlawfully selling, serving, storing, keeping, manufacturing, and/or giving away controlled
14 substances in violation of Health & Safety Code §11570 *et seq.* Such conduct constitutes a
15 nuisance as a matter of law pursuant to California Health & Safety Code §11570.

16 41. Defendants, their employees and agents, and Does 1 through 50, are responsible
17 for conducting, maintaining, and/or directly or indirectly permitting the nuisance as alleged
18 herein.

19 42. The People have no plain, speedy, or adequate remedy at law because damages
20 alone are insufficient to protect the public from the present injury and harm caused by the
21 conduct described herein. Unless Defendants are enjoined and restrained by order of this
22 Court, they will continue to cause, contribute to, maintain, permit (directly or indirectly), or
23 allow, the nuisances described herein that are taking place at the Motel, to the great and
24 irreparable damage of the public and in violation of California law.

25 43. Pursuant to California Health & Safety Code §11583 the People request that the
26 court allow a temporary restraining order or injunction to abate and prevent the continuance
27 or recurrence of the nuisance at the Property.
28

1 of the Property, they have caused or contributed to an acutely serious threat to the health,
2 safety, and welfare of those present at and around the Motel, as well as persons in the
3 surrounding community.

4 51. The People have no adequate remedy at law in that damages are insufficient to
5 protect the public from the present danger and harm caused by the conditions described above.

6 52. Unless the nuisance described in this Complaint is abated, the surrounding
7 community and neighborhood, the People, and the residents of the City will suffer irreparable
8 injury and damage, in that said conditions will continue to be injurious to the enjoyment and
9 free use of the Property by those who live and work near the Motel as well as the general
10 public.

11 **THIRD CAUSE OF ACTION**
12 **PUBLIC NUISANCE**
13 **(S.M.M.C. Chapter 13.06)**
14 **By Plaintiff City of Santa Monica**
15 **Against all Defendants**

16 53. The City incorporates and realleges by reference, as though fully set forth in
17 this paragraph, all the allegations of the Complaint.

18 54. The Santa Monica Nuisance Law, S.M.M.C. Chapter 13.06, provides a
19 comprehensive mechanism for the identification and abatement of public nuisances at all
20 properties throughout the City. The remedies under Chapter 13.06 supplement and
21 complement the Drug Abatement Act and the California Nuisance Law.

22 55. Every owner, occupant, lessee, or holder of any possessor interest in real
23 property within the City is required to maintain such property so as not violate the Santa
24 Monica Nuisance Law. S.M.M.C. §13.06.020. The owner of any property in the City shall
25 remain liable for violations hereof regardless of any contract or agreement with any third
26 party regarding such property or the occupation of the property by any third party. S.M.M.C.
27 §13.06.030(a).

28 56. Under the Santa Monica Nuisance Law, it is unlawful for any owner, occupant,
lessee, or holder of any possessor interest of real property within the City to create or maintain

1 a public nuisance on such property. S.M.M.C. §13.06.030(b).

2 57. The Santa Monica Nuisance Law declares as a public nuisance: “Any building
3 or place which has been operated or maintained in a manner that has resulted in repeated
4 disruptive activities, including, but not limited to, disturbances of the peace, public
5 drunkenness, drinking in public, harassment of passersby, sale of stolen goods, public
6 urination, assaults, batteries, acts of vandalism, excessive littering, illegal parking, loud noises
7 (particularly in late night or early morning hours), or curfew violations.” S.M.M.C.
8 §13.06.050(a).

9 58. The Santa Monica Nuisance Law also declares as a public nuisance: “Every
10 building or place used for the purpose of unlawfully selling, serving, storing, keeping,
11 manufacturing or giving away any controlled substance (as defined in Division 10 of the
12 California Health and Safety Code) and every building or place wherein or upon which those
13 acts take place.” S.M.M.C. §13.06.050(c).

14 59. The Santa Monica Nuisance Law also declares as a public nuisance: “Any
15 public nuisance as defined in Civil Code Sections 3479 and 3480 and Penal Code Sections
16 370 and 371 or otherwise recognized in law or in equity as constituting a public nuisance.”
17 S.M.C.C §13.06.050(j).

18 60. From at least from 2007 to the present, the Property has been owned, operated,
19 managed, and used, and/or directly or indirectly permitted to be used in such a manner as to
20 constitute a public nuisance under the Santa Monica Nuisance Law. The public nuisance, as
21 described herein, is injurious to health, indecent or offensive to the senses, and/or an
22 obstruction to the free use of property, and substantially and unreasonably interferes with the
23 comfortable enjoyment of life or property by those persons living and otherwise conducting
24 their business at or near the Motel.

25 61. The public nuisance consists of, but is not limited to, the illegal sale of
26 controlled substances at the Property, the eruption of loud fights and music at the Property,
27 barking dogs, and other disruptive activities.

28 62. Defendants, who, at all times relevant herein, have owned and/or controlled the

1 Property, are on actual notice of the nuisance, and yet have failed to take reasonable steps to
2 prevent or abate it. As a result of this failure and the Defendants' mismanagement of the
3 Property, they have caused or contributed to an acutely serious threat to the health, safety,
4 and welfare of those present at and around the Motel, as well as persons in the surrounding
5 community.

6 63. The City has no adequate remedy at law in that damages are insufficient to
7 protect the public from the present danger and harm caused by the conditions described above.

8 64. Unless the nuisance described in this Complaint is abated, the surrounding
9 community and neighborhood, the City and its residents will suffer irreparable injury and
10 damage, in that said conditions will continue to be injurious to the enjoyment and free use of
11 the Property by those who live and work near the Motel as well as the general public.

12 65. Pursuant to SMMC §§13.06.090(b) and (d), the City requests that the Court
13 issue an injunction to abate and prevent the continuance or recurrence of the nuisance at the
14 Property, and order Defendants to reimburse the City, as restitution, its full investigative costs
15 as well as its abatement costs.

16 **PRAYER FOR RELIEF**

17 Wherefore, Plaintiffs pray that this Court order, adjudge, and decree as follows:

18 **A. As to the First Cause of Action:**

- 19 1. That Defendants, and the Property, be declared in violation of Health and
20 Safety Code §11570 *et seq.*
- 21 2. That the Property, together with the fixtures and moveable property therein
22 and thereon, be found to constitute a public nuisance and be permanently
23 abated in accordance with Health & Safety Code §11581.
- 24 3. That the Court grant a temporary restraining order, preliminary injunction,
25 permanent injunction, and order of abatement in accordance with Health &
26 Safety Code §11570 *et seq.*, enjoining and restraining Defendants and their
27 agents, officers, employees, and anyone acting on their behalf, from
28 unlawfully selling, serving, storing, keeping, manufacturing, or giving away

1 controlled substances on the Property, and/or directly or indirectly
2 maintaining or permitting such nuisance activity.

3 4. That as part of the Judgment, an Order of Abatement be issued and that the
4 Property be closed for a period of one year, not to be used for any purpose,
5 and be under the control and custody of this Court for that year.
6 Alternatively, if the Court deems such closure to be unduly harmful to the
7 community, that Defendants pay damages equal to the fair market rental
8 value of the Property for one year to the City or County in whose jurisdiction
9 the nuisance is located, in accordance with Health & Safety Code
10 §11581(c)(1).

11 5. That the Court order physical and managerial improvements to the Property
12 in accordance with Health & Safety Code §11573.5, and such orders as are
13 otherwise appropriate to remedy the nuisance on the Property and enhance
14 the abatement process, including but not limited to, implementation of the
15 following: a third-party qualified professional property management
16 company to manage operations of the Motel and take steps necessary to
17 abate the nuisance; Defendants' principals or other suitable representatives
18 to reside at the Motel until the nuisance is abated; installation of a locked,
19 video-monitored, electronically controlled gate to the Property at the point
20 of its driveways; an alarmed rear exit door which can only be opened from
21 the interior of the property; improved exterior lighting around the Property;
22 licensed, uniformed security at the Property at all times; house rules
23 prohibiting sale of drugs and disruptive activities at the Property; an SMPD-
24 accessible video monitoring system for the Property; payment of relocation
25 expenses to tenants displaced from the Property as a result of the abatement
26 process; and such other orders as are appropriate to remedy the nuisance on
27 the Property and enhance the abatement process.

28 6. That Defendants each be assessed a civil penalty in an amount not to exceed

1 twenty-five thousand dollars (\$25,000).

- 2 7. That all fixtures and moveable property used in conducting, maintaining,
3 aiding, or abetting the nuisance at the Property be removed by the SMPD
4 and sold in the legal manner provided for the sale of chattels at execution,
5 and in accordance therewith, all fixtures and property shall be inventoried
6 and a list prepared and filed with this Court.
- 7 8. That there shall be excluded from the SMPD sale, property not owned by
8 Defendants, their agents, officers, employees, servants, trustees, officers, or
9 anyone acting on their behalf subject to proof of title.
- 10 9. That the proceeds from the SMPD sale be deposited with this Court to cover
11 payment of the fees and costs of the sale. The fees and costs are those that
12 will be necessary to remove fixtures and movable property, to close the
13 Motel and keep it closed.
- 14 10. That if the proceeds of the SMPD sale would not fully cover all approved
15 costs, fees, and allowances necessary to remove fixtures and movable
16 property, to close the Property and keep it closed, the Court shall instead
17 order that the Property be sold, with the proceeds of the executed sale to be
18 applied first to the above-described costs, fees, and allowances, with any
19 excess funds to be paid to the owner of the Property. Ownership shall be
20 established to the satisfaction of the Court.
- 21 11. That Defendants, their agents, officers, employees, servants, trustees,
22 officers, heirs, assignees, and anyone associated with them, or acting on
23 their behalf, be perpetually enjoined from transferring, conveying, or
24 encumbering any portion of the Property for consideration or otherwise,
25 without first obtaining the Court's prior approval.
- 26 12. That Defendants be ordered to immediately notify any transferees,
27 assignees, purchasers, commercial lessees, or other successors-in-interest to
28 the subject Property of the existence and application of any temporary

1 restraining order, preliminary injunction, or permanent injunction, prior to
2 entering into any agreement to sell, lease, or transfer all or any portion of
3 the Property that is the subject of this action, for consideration or otherwise.

4 13. That Defendants be ordered to immediately give a complete, legible copy of
5 any temporary restraining order, preliminary injunction, and permanent
6 injunction to all prospective transferees, assignees, purchasers, commercial
7 lessees, or other successors-in-interest to the Property.

8 14. That Defendants be ordered to immediately request and procure signatures
9 from all prospective transferees, purchasers, lessees, or other successors-in-
10 interest to the subject Property, which acknowledges his/her respective
11 receipt of a complete, legible copy of any temporary restraining order,
12 preliminary injunction, or permanent injunction, and deliver a copy of such
13 acknowledgment to the City Attorney's Office, c/o Chief Deputy City
14 Attorney Romy Ganschow or her designee.

15 15. That the People recover the costs of this action, including law enforcement
16 investigative costs and any fees, including attorneys' fees, authorized by
17 law, not to exceed \$1,000,000.00 from Defendants.

18 **B. As to the Second Cause of Action:**

19 1. That the Property, together with the fixtures and moveable property therein
20 and thereon, be declared a public nuisance and be permanently abated as
21 such in accordance with Civil Code §3491.

22 2. That the Defendants, their agents, officers, employees, and anyone acting
23 on their behalf, and their heirs and assigns, be preliminarily and perpetually
24 enjoined from operating, conducting, using, occupying, or in any way
25 permitting the use of the Property and/or the Motel business thereon as a
26 public nuisance. Such orders should include, but not be limited to,
27 implementation of the following: a third-party qualified professional
28 property management company to manage operations of the Motel and take

1 steps necessary to abate the nuisance; Defendants' principals or other
2 suitable representatives to reside at the Motel until the nuisance is abated;
3 installation of a locked, video-monitored, electronically controlled gate to
4 the Property at the point of its driveways; an alarmed rear exit door which
5 can only be opened from the interior of the property; improved exterior
6 lighting around the Property; licensed, uniformed security at the Property at
7 all times; house rules prohibiting sale of drugs and disruptive activities at
8 the Property; an SMPD-accessible video monitoring system for the
9 Property; payment of relocation expenses to tenants displaced from the
10 Property as a result of the abatement process; and such other orders as are
11 appropriate to remedy the nuisance on the Property and enhance the
12 abatement process.

- 13 3. Such costs as the People may incur in abating the nuisance at the Property
14 and such other costs as the Court shall deem just and proper.
- 15 4. That the People be granted such other and further relief as this Court deems
16 just and proper, including if necessary, closure of the Property.

17 **C. As to the Third Cause of Action:**

- 18 1. That the Property, together with the fixtures and moveable property therein
19 and thereon, be declared a public nuisance and be permanently abated and
20 enjoined as such in accordance with SMMC §13.06.090(d).
- 21 2. That the Court issue orders in accordance with SMMC §13.06.090(d), that
22 are appropriate to remedy the nuisance on the Property and enhance the
23 abatement process, including but not limited to, implementation of the
24 following: a third-party qualified professional property management
25 company to manage operations of the Motel and take steps necessary to
26 abate the nuisance; Defendants' principals or other suitable representatives
27 to reside at the Motel until the nuisance is abated; installation of a locked,
28 video-monitored, electronically controlled gate to the Property at the point

Attorneys for Plaintiffs, THE PEOPLE OF
THE STATE OF CALIFORNIA, CITY OF
SANTA MONICA

By *Romy Ganschow*
Romy Ganschow
Chief Deputy City Attorney

DOUGLAS SLOAN
City Attorney

Dated: May 16, 2024

1. That Plaintiffs recover the amounts of the filing fees, fees for service of process or notices that would have been paid, but for Government Code §6103.5, designating it as such. The fees may, at the Court's discretion, include the amount of the fees for certifying and preparing transcripts.
2. That Plaintiffs be granted such other and further relief as the Court deems just and proper, including the appointment of a receiver to carry the Court's judgment into effect should that be necessary.

D. As to All Causes of Action:

of its driveways; an alarmed rear exit door which can only be opened from the interior of the property; improved exterior lighting around the Property; licensed, uniformed security at the Property at all times; house rules prohibiting sale of drugs and disruptive activities at the Property; an SMPD-accessible video monitoring system for the Property; payment of relocation expenses to tenants displaced from the Property as a result of the abatement process; and such other orders as are appropriate to remedy the nuisance on the Property and enhance the abatement process.
3. Such investigative costs as the City may incur in investigating and abating the nuisance at the Property in accordance with SMMC §13.06.090(b).
4. That the People be granted such other and further relief as this Court deems just and proper, including if necessary, closure of the Property.

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