

IN THE SUPREME COURT OF THE STATE OF NEVADA

SOPHIE LAU, an individual; JEFFREY LAU, an individual, GOOD EARTH ENTERPRISES, INC., a California Corporation, and LIG LAND DEVELOPMENT, LLC, a California Limited Liability Company,

Appellants,

v.

CITY OF LAS VEGAS, a political subdivision of the State of Nevada, CAROLYN GOODMAN, as Mayor of the City of Las Vegas, CITY OF LAS VEGAS DEPARTMENT OF BUILDING & SAFETY, CODE ENFORCEMENT DIVISION, a department of the City of Las Vegas, VICKI OZUNA, Code Enforcement Manager; EMILY WETZSTEIN, Code Enforcement Assistant; KEVIN MCOSKER, director, Building and Safety department, JOHN BOYER, as City of Las Vegas Council Designee; DOES I through X.

Respondents.

CASE NO.: 82720

Electronically Filed
JUL 20 2021 08:27 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

COURT Case No. 19-00077

APPELLANTS' APPENDIX VOLUME III

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Document

Pages

Transmittal of Record on Review

0161-0240

APN 139-34-611-036

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **GOOD EARTH ENTERPRISES INC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-34-611-036**
Commonly known as: **232 S 7TH ST**
Legal Description: **HAWKINS ADD**
PLAT BOOK 1 PAGE 40
BLOCK H
HAWKINS ADD IRREG LOT 17-20
BLOCK 5

On as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Las Vegas Municipal Code, including without limitation Sections 9.04.040 and/or .100 thereof, civil liability/penalties in the amount of \$30,000 were approved against the property for causing or maintaining a public nuisance as defined by 9.04.010 and/or other Municipal Code sections.

The City Council Designee, at a duly noticed hearing held on September 25, 2019 ordered the above charges in the amount of \$30,000, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

Mary McElhone, Deputy City Clerk
495 South Main Street
Las Vegas, NV 89101

STATE OF NEVADA)
)
COUNTY OF CLARK)

Mary McElhone, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

Mary McElhone, Deputy City Clerk

Subscribed and sworn to before me this ____ day of _____, 2019

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF PLANNING
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #CE-195119

ROR000128

0161

233 S 6th Street

Case 195118

PRE-ABATEMENT



POST ABATEMENT



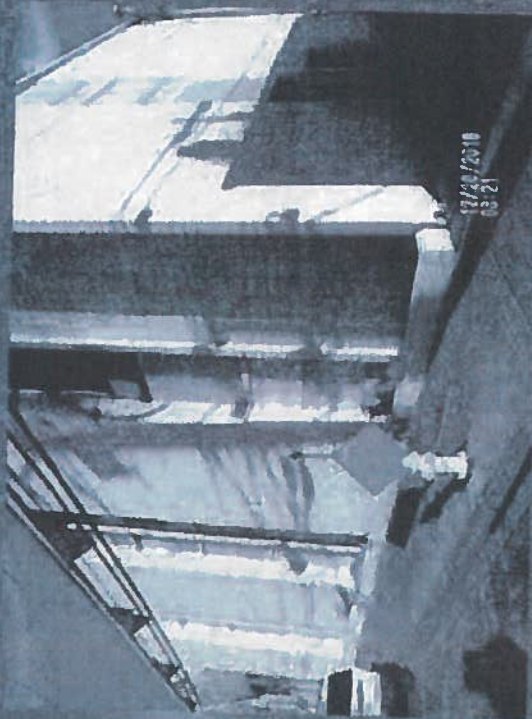
233 S 6th Street

Case 195118

PRE-ABATEMENT



POST ABATEMENT



233 S 6th Street

Case 195118

PRE-ABATEMENT



POST ABATEMENT



233 S 6th Street

Case 195118

PRE-ABATEMENT



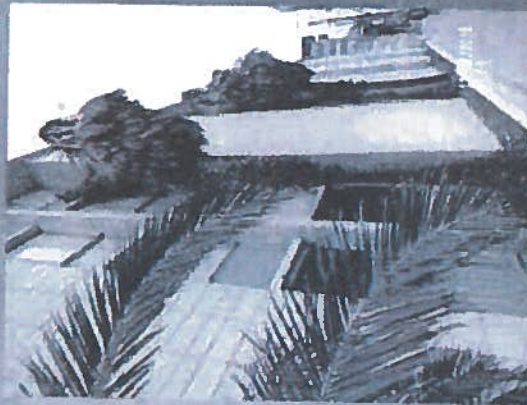
POST ABATEMENT



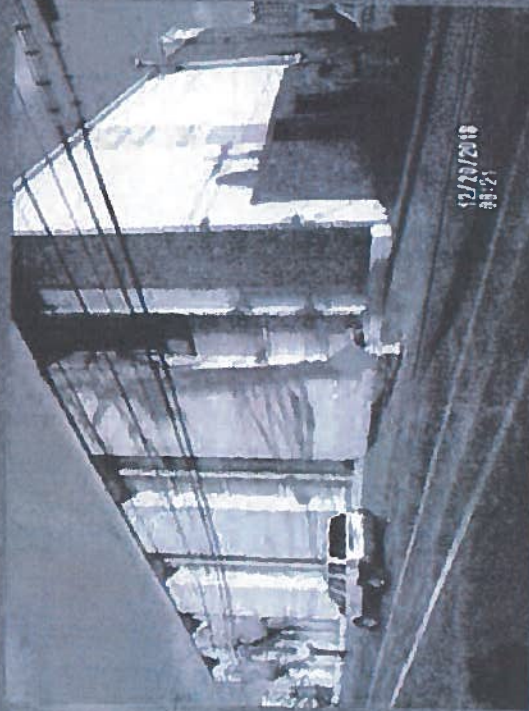
233 S 6th Street

Case 195118

PRE- ABATEMENT



POST ABATEMENT



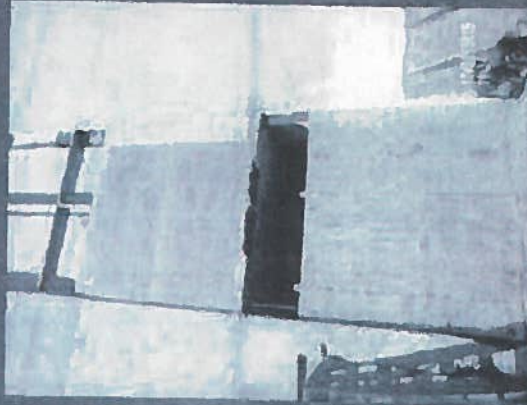
233 S 6th Street

Case 195118

PRE - ABATEMENT



POST ABATEMENT



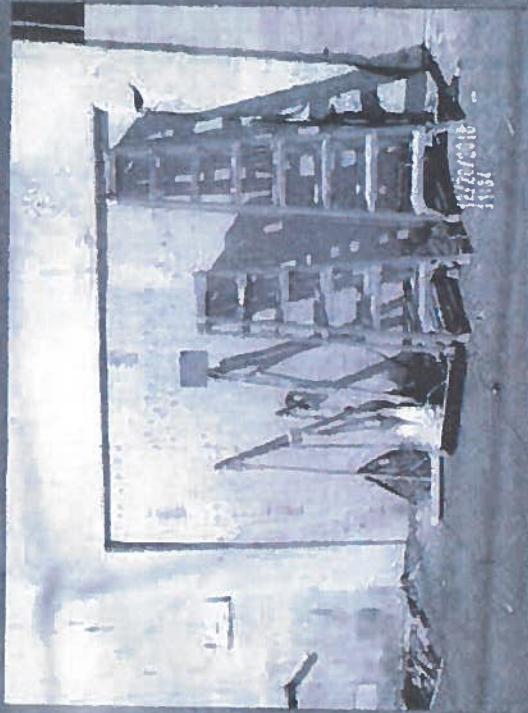
233 S 6th Street

Case 195118

PRE - ABATEMENT



POST ABATEMENT

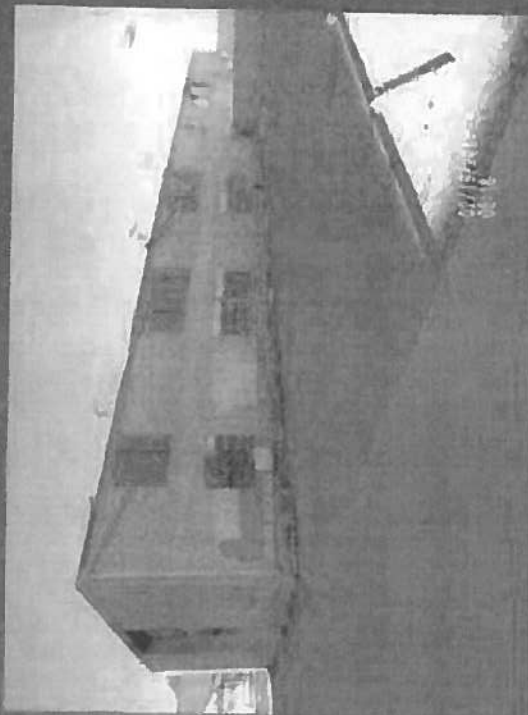
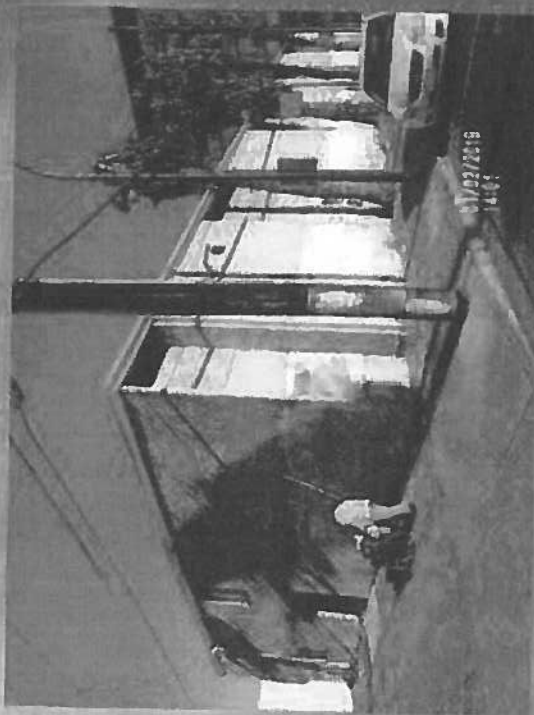


233 S 7th St

Case 195119

PRE-ABATEMENT

POST ABATEMENT



El Cid/Annex/MI Hotel

Case 195540 for 615 E Carson Ave

PRE-ABATEMENT



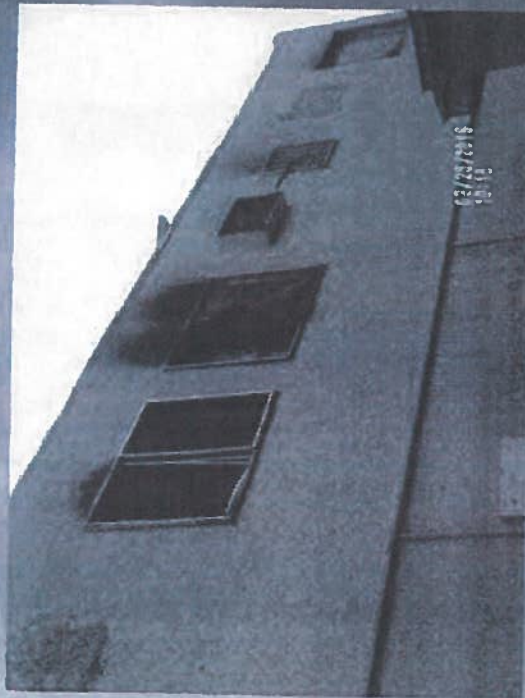
POST ABATEMENT



El Cid/Annex/MI Hotel

Case 195540 for 615 E Carson Ave

PRE-ABATEMENT



POST ABATEMENT



El Cid/Annex/MI Hotel

Case 195540 for 615 E Carson Ave

PRE-ABATEMENT



POST ABATEMENT



El Cid/Annex/MI Hotel

Case 195540 for 615 E Carson Ave

PRE-ABATEMENT



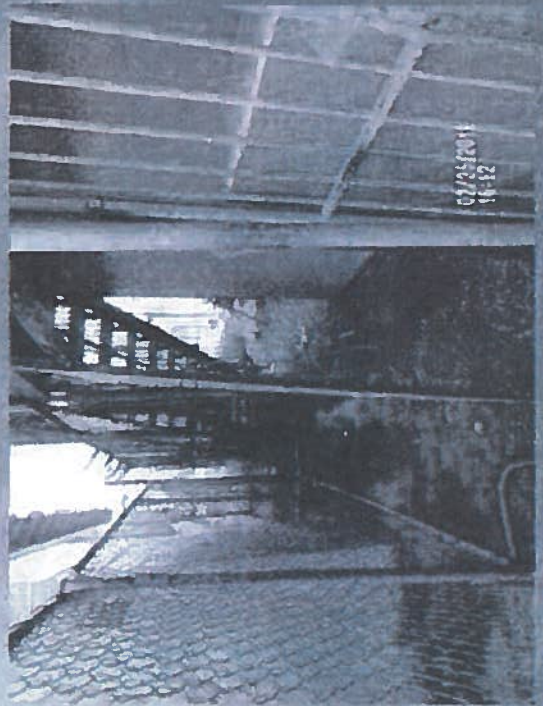
POST ABATEMENT



El Cid/Annex/MI Hotel

Case 195540 for 615 E Carson Ave

PRE- ABATEMENT



POST ABATEMENT





CERTIFICATE OF ACCURACY

Net Transcripts, Inc. certifies that the document produced from the audio file named el cid properties lien hearing 9.25.19.mp3 submitted by Las Vegas City Attorney on the 11th day of March, 2020 is a true and accurate transcription. The transcript was produced by Net Transcripts' employees and contractors to the best of their abilities and no intentional changes or redactions have been made.

Dated: March 19, 2020

A handwritten signature in black ink, appearing to read "Shane Mirkovich", written over a horizontal line.

Shane Mirkovich, General Manager
For Net Transcripts, Inc.

HEARING
Q=(John Boyer)
Q1=Vicki Ozuna
Q2=(Emily)
A=(Sophie Lao)
A1=(Leo Flangas)
A2=(Ben Lalazern)
A3=(Robert Mann)

Q2: All right. The recording is started.

Q1: Okay. Good morning. Today is September 25, 2019. I'm Vicki Ozuna, the Code Enforcement Section Manager. Um, I am going to have everybody in the room introduce themselves for the recording. If at a later date, you need a copy of it, just let us know and we will, um, provide you a copy. Um, let's go ahead and start down on this end of the table.

A1: My name is (Ben Lalazern) representing the property owner.

A2: (Leo Flangas). I'm an attorney. I represent the property owner also. (Sophie), introduce yourself for the recording.

A: (Sophie Lao), the owner of the El Cid Hotel.

A3: And, uh, (Robert Mann), uh, Manager and Maintenance Operator.

Q1: Okay. So, uh, back in February 2019, um, I took an item before the City Council to, uh, request, uh, concurrence from the City Manager on declaring the property at 232 South 7th Street and 233 South 6th Street as imminent hazards and that, uh, we needed to, uh, proceed with, uh, possibly demolishing the properties due to the homeless issues that were going on and the crime and the fact that, um, it was, uh, an unsecured building with, uh, access that was continually being a problem for us and Metro. Um...

A2: Vicki, I'm sorry. I didn't catch what date did you say that was?

Q1: I believe it was February 5, 2019.

46 A3: Okay.

47
48 Q1: All right. So, these cases actually began back in December 2- of 2018. And
49 Code Enforcement verified, uh, with Fire and Metro that the properties were
50 open accessible and, uh, were a danger to, um, everybody in the area
51 including high school students who lived across - or who go to school across
52 the street at Las Vegas High School. Um, the Notice and Order was issued
53 declaring that these properties were a hazard and that the owner needed to
54 demolish them on January 8, 2019. Um, once we took, uh, the item - we spoke
55 several times with the property owner, (Sophia Lao). And, um, the
56 concurrence with myself and my staff was that she was not progressing, uh,
57 fast enough in dealing with the situation. Uh, we went ahead and obtained
58 bids and, um, took the information to City Council for, uh, their concurrence.
59 They did provide concurrence and they gave me, uh, directed that we were to
60 move forward with demolition if the property owner didn't take care of it.
61 And at that time, uh, the penalties, uh, that had accrued since we started the
62 Notice and Order were, uh, \$30,000 on the 732 South 7th Street and \$32,000
63 on, uh, 233 South 6th Street. Um, at that time, uh, Ms. (Lao) had started, uh,
64 working with getting a contractor. Um, it was the same contractor that we
65 were - we were gonna be working with. So at that time, um, the agreement
66 was that, uh, so long as the, uh, project was moving forward and the
67 contractor was providing me information that there - they were not having an-
68 any problems with payment or anything, because Ms. (Lao) was actually, um,
69 demolishing more buildings than what were re- we were requiring. So, um, at
70 that time, uh, the agreement was that so long as the project was moving
71 forward that we would not, um - uh, contract with the contractor to - for the
72 City to do the work, um, at - the contractor was - told me - you know, we - we
73 discussed that if at any point - because Ms. (Lao) does not have the best, um,
74 history with the City and this property, it goes back 15, 20 years, in taking
75 care of issues. And so, if at any point, the contractor told me that she wasn't
76 paying anymore or was being difficult, we were going to - we've already been
77 approved to kick, uh, take over the contract and proceed with the abatement
78 and the City taking control. Um, but Ms. (Lao) did actually take care of the
79 problem. Um, she, uh, did demolish the buildings, uh, of those two buildings.
80 Now, at the same hearing, Councilman (Coffin)...

81
82 A2: We're talking about 232 and 233?

83
84 Q1: Uh, yes.

85
86 A2: Okay.

87
88 Q1: 232 and 233. At that same hearing, uh, the property at 615 East Carson, the
89 subject came up in the meeting with, um, City Councilman, um, (Coffin). He
90 basically told her representative at the meeting, "If any additional fires occur,

91 especially at the (MI),” which is, uh, another name for the 615 East Carson,
92 uh, there were going - there was going to be, “hell to pay.” So, that weekend,
93 the (MI) caught fire. Um, on that, uh, the week following - and that - that
94 occurred on - the abatement was, uh, 02-25-2019. We had to hire a contractor
95 to go in and perform an extensive emergency boarding of that building. Uh,
96 the cost for that, um, emergency boarding was \$23,330. Uh, then, we followed
97 up, advising, um, Ms. (Lao) of the issues with the building, um, and, uh,
98 putting it, the cost and everything, into the Notice and Order on March 18,
99 2019. So, um, at this point, I’m - I kinda wanna go back and read in t- for each
100 property what the outstanding costs are for each one. And, um, and then, I can
101 go ahead and turn this over to you. So, on 230, uh, 2 South 7th Street, the
102 outstanding, uh, subtotal of the out-of-pocket cost is \$924 for inspection fees.
103 Um, we did not have to take any abatement action on this property, but it did,
104 uh, take Ms. (Lao), um, an extensive amount of time in order to be proceeding
105 with the contract to - to perform the demolition on this property. So, we’re
106 proposing \$30,000 in civil penalties. On 232 South 6th Street, uh, there is, uh,
107 \$22,624.70.

108
109 A2: No, that’s 233. You said...

110
111 Q1: Oh.

112
113 A2: ...232.

114
115 Q1: 233 South 6th Street.

116
117 A2: Right.

118
119 Q1: Sorry. Um, there’s \$22,624, uh, and 70 cents outstanding on that property due
120 to the fact that because the conditions were so bad, in December we had to
121 perform an emergency, um, abatement and securing of the property at that
122 time. Uh, fire - there was fires occurring within two - every two or three days.
123 There were, uh, 30 to 50 vagrants inside. The property wasn’t being kept
124 secure. Um, we are proposing daily civil penalties of \$32,000, uh, for non-
125 compliance on this property. On 615 East Carson Avenue, otherwise known as
126 the (MI), um, we - the out-of-pocket costs are two-hun- or \$23,330. And, uh,
127 we only have failed inspection penalties of \$150 outstanding on this property.
128 And, um, due to the fact that she did demolish the property, we are not, um,
129 requesting additional civil penalties on this property. So, at this point, I will
130 turn this over to (John Boyer), City Council Designee.

131
132 Q: Okay. All right. Um, who wants to speak for the union? You, (Ben)? Or
133 (Leo)?

134
135 A2: You know, I’m gonna have (Ben) go through all his stuff.

136
137 Q: Okay. All right. Um, let's try to keep this in order so...
138
139 A2: Well, uh, there's a lot to say. Uh...
140
141 Q: Right. I, uh...
142
143 A2: ...we'll keep...
144
145 Q: Right. I just...
146
147 A1: ...all this...
148
149 Q: ...I just wanna start out - we'll just start with, uh, 232 South 7th. Let's talk
150 about this...
151
152 A2: You know, can we give a - I - I'd like (Ben) to be able to just give a general
153 speech about everything, because there - there's statements that have been
154 made that Ms. (Lào) has a lousy history with the City, which we dispute. And
155 stuff about, she said there's fires every couple days, which is not true from
156 what we know and from what people that were on the property. And - and -
157 and I know that we gotta go through each property so you could analysis this,
158 Mr. Designee...
159
160 A: Can he (unintelligible)?
161
162 A2: ...um, but can he give a - a general outline of a little bit of the history like the
163 City was able to do.
164
165 Q: All right.
166
167 A: (Unintelligible).
168
169 Q: Go ahead.
170
171 A1: All right. Um, this entire, um, chain of events, um, based on the - the records
172 that the City has provided for this hearing and that we're aware of started after
173 an inspection of the 233 South 6th Street property...
174
175 A: Yeah.
176
177 A1: ...on December, uh, 2018. At that time, uh, Code Enforcement did find various
178 violations as stated in their, um, what is the name of that document? Their,
179 um, Code Enforcement Case Report. So, on December 6th, um, they - they
180 found several items to be addressed. Um - uh, I think it's this document right

181 here, sir, um, a couple pages in.
182
183 Q: Yeah, I'm lookin' for - I got 233 here.
184
185 Q1: Oh, you jus...
186
187 A1: 233 is where we're starting.
188
189 Q: Two...
190
191 A1: Um, I know - I know you asked for 232, but there's nothing...
192
193 Q: You're right. Okay.
194
195 A1: ...nothing really...
196
197 Q: 233, all right.
198
199 A1: So, if you turned to the second page, you'll see the - the s- the Code
200 Enforcement note from December 6, 2018. Um, basically, it's talking about
201 the violations they found on that date, that Code Enforcement found on that
202 date. Um, according to the City's records and according to our representative,
203 um, or our client's recollection, um, you know, there - there was a plan to have
204 windows and boards boarded up, um, to, uh, to stop homeless people and
205 other vagrants from entering the building. Um, however, there was - you
206 know, the - there was no notice given or anything like that, um, but no formal
207 notice given. And - and Ms. (Lao) and, um, and Mr. (Mann) agreed, um,
208 among themselves to start boarding up the property. Um, according to the City
209 records, uh, the City then sent requests for quotes to contractors in its normal
210 course of business on December 10th. Subsequently, on December 17th when
211 the - when the bids were due, there was a fire at the property. So, pursuant to
212 the fire, the City decided that it was in the best interest to board the property
213 and they engaged CGI, which, um, may or may not have been one of the
214 contractors that submitted bids previously. We don't know. And then,
215 however, the next day on December 18th, or December 19th as the City's
216 records state, CGI came out as Mr. (Mann) was preparing to go get the
217 materials to do the boarding himself as - as they had previously discussed.
218 Um, so, it stopped him from being able to remediate on his own as - as he and
219 Ms. (Lao) had talked about after the report on December 6th. Uh,
220 subsequently, there was additional problems at this location. Um, you know,
221 after - after CGI had completed their board-up, there were broken windows,
222 holes in the property still. So, regardless of who remediated it, the building
223 was still being broken into despite, you know, plaintiff's and the Cit- or, I
224 mean, property owner's and the City's best efforts. Then the next major thing
225 with regard to this property is that on January 8th, the City notes that they

226 posted a Notice and Order on front building board. It's our position that that
227 notice was not effective under Section 9.4- or .050(b) stating that notice has to
228 be sent - personally served on the owner or sent via certified mail return
229 receipt requested. Um, and if those fail as in the City doesn't know how to
230 contact the owner, then service is affected by posting on the property. There's
231 no evidence in the record that the City has submitted that there was any return
232 receipt requested or personal service on here. And instead, the Cit- City states
233 that they no- they posted a Notice and Order on the front of the building,
234 which is ineffective. So, that's the main argument that's going to be the theme
235 throughout the rest of these buildings is that notice was ineffective from the
236 City. Um, it - so, we'll stay on the 233 property just for...

237
238 Q: Okay.

239
240 A1: ...for sake of easy...

241
242 Q: Okay.

243
244 A1: So, however, Ms. (Lao) is...

245
246 Q: By the way, can I stop you...

247
248 A1: Uh...

249
250 Q: ...just to interrupt...

251
252 A1: ...go ahead.

253
254 Q: ...is this in your email that you sent yesterday?

255
256 A1: Uh, that - that's the fax and email that we sent, um, the protest that we sent -
257 the protest that we sent...

258
259 Q: Right.

260
261 A1: ...before the hearing.

262
263 Q: So...

264
265 A1: Yes.

266
267 Q: ...is this outlining to your grounds that you're stating now?

268
269 A1: Yes, it is.

270

271 Q: Okay. Thank you.
272
273 A1: Yeah, you're welcome.
274
275 Q: Proceed.
276
277 Q1: Okay.
278
279 A1: So, Ms. (Lao) did find out about the, uh, the post that was improperly noticed
280 by hanging on the - on the building.
281
282 Q: Mm-hm.
283
284 A1: Um, because (Bob), Mr. (Mann), lives nearby and performed the maintenance
285 and upkeep for - for the building. When - when he was - when he learned of
286 problems with graffiti or - or broken windows, things like that, he was the one
287 who would contact Ms. (Lao) and Ms. (Lao) would tell him to - to board up or
288 paint the graffiti or do whatever was needed. Um, so, Mr. (Mann) sent that
289 over to - to Ms. (Lao). And Ms. (Lao) started performing the items on - on the
290 Notice even though the Notice was improper, because she realized that it was,
291 you know, in - in the best interest for her and - and the people in the
292 neighborhood to make sure the building was secure. Of course, she wouldn't
293 want - she wouldn't want anyone getting hurt on the property.
294
295 Q: When did she actually receive the - the Notice that was posted?
296
297 A1: Um, sometime after January 10th. The date, we're not 100% sure.
298
299 Q: Okay.
300
301 A1: Um, but shortly thereafter, Ms. (Lao) engaged a security company to watch -
302 to watch the property. She had, um, palm trees removed. And she also, um,
303 started negotiating contracts with, um, with demolition vendors. And
304 ultimately, she did sign a contract with CGI for demolition of The El Cid, The
305 El Cid Annex and the (MI), the three properties in issue here, as well as the
306 rest of the properties on the block that - the properties that she or her - or her
307 related entities owned on the block. And that contract was entered into in mid-
308 February 2019. And to dates, all the properties on that block that Ms. (Lao)'s
309 companies or Ms. (Lao) and her husband own have been demolished. So, our
310 argument with respect to the 233 property is that there was never any - any
311 proper notice by the City.
312
313 Q: Mm-hm.
314
315 A1: And, you know, Ms. (Lao) did find out about it. And as soon as she found out

316 about it, she - she made proper adjustments.
317
318 Q: Okay. Let me ask - let me stop you right there.
319
320 A1: Okay.
321
322 Q: Do we have written mai- the - were the mailings to Ms. (Lao)?
323
324 Q1: Yes, there were mailings too. Um, by policy, the City, uh, Code Enforcement
325 staff, we not only post it on every property when we issue a Notice and Order,
326 but we also send it certified mail and regular mail to the property owner.
327
328 A1: Okay.
329
330 Q1: Um, it may not be mentioned in the case notes, but it's mentioned in - it's in
331 the - the...
332
333 A2: Well, you know, the...
334
335 Q1: ...case information, so.
336
337 A1: Yeah, well...
338
339 A2: ...the exhibits and evidence that we got to prepare for this hearing doesn't
340 have any return receipt mailings were sent.
341
342 A1: And - and we...
343
344 Q1: And - and again...
345
346 A2: And - hang on. Hang on one second.
347
348 Q: Wait. Wait just a second. Let...
349
350 Q1: But this is an ongoing...
351
352 Q: ...let her finish.
353
354 Q1: ...case. The case hasn't actually closed yet. They just finished yesterday the -
355 the entire abatement and just got the final inspection. So, generally, we don't
356 provide everything. What I do provide to you is, uh, everything that we're
357 usin' in the documentation for, uh, to set up the hearing and, you know, if at a
358 later time, you know, if you needed anything else. But, uh, we don't provide
359 copies of all the mailings and everything until the case is closed and, uh,
360 because it's still an open case.

361
362 A2: Well...
363
364 Q: All right. Let me - let me stop right there. If they...
365
366 Q1: But...
367
368 Q: ...haven't been provided with that information about...
369
370 Q1: They haven't.
371
372 Q: They have been?
373
374 A2: No.
375
376 Q1: Have not. No.
377
378 A1: Okay.
379
380 Q: Have not been? Okay.
381
382 Q1: Mm-mm.
383
384 Q: So, at this point, you know, I think that we need to perhaps stop these
385 proceedings, because you're, you know, reading the record here and you don't
386 have all the record. And so, some of your arguments may not be, uh,
387 supported by what the City has. Uh, and so, you know, if - if you want those
388 records, it may be more effective that you see the entire file, so that you know
389 what had happened.
390
391 A2: You know, and - and that's - of course, we do. And we sent letters out asking
392 for the entire file. And I - I talked to Vicki. And I even talked about continuing
393 this hearing. And she didn't want to continue the hearing.
394
395 Q: Okay.
396
397 A2: And so I said, "Send us everything you got and we won't continue the
398 hearing." My clients came out here from San Francisco.
399
400 Q: Mm-hm.
401
402 A2: And we wanna press forward on the hearing.
403
404 Q: Okay.
405

406 A2: And it's not - you know...
407
408 A: Yeah.
409
410 A2: ...uh, this - you know, if I kn- if this was somethin' where there's still, uh,
411 issues out there, I don't know why we're even having a hearing yet on it. But
412 I, uh, it's...
413
414 Q1: No, we were...
415
416 A2: ...our...
417
418 Q1: ...literally...
419
420 A2: ...position - it's our position that we wanna press forward. Uh, and this is stuff,
421 if you look at it - you know, if you look at the stuff that we received. And I - I
422 wanna put a book in the record too this is what we received. I know. I'll give
423 it to ya.
424
425 Q: Okay. So, in the record today, we're gonna have this email that was sent
426 yesterday.
427
428 A2: Correct.
429
430 A1: Okay.
431
432 Q: And then...
433
434 A2: And this book.
435
436 Q: ...and the book, uh...
437
438 A2: Which is all the - or let me...
439
440 Q: ...all the records that was provided...
441
442 A2: Yeah.
443
444 Q: ...by the City.
445
446 A2: (Unintelligible).
447
448 Q: Is that correct?
449
450 A2: Yeah, all the records that were provided by the City.

451
452 Q: Okay.
453
454 A2: And the - if you - what's interesting is what was provided to the previous
455 lawyer, and, you know, I'm not - all the dates were messed up. Like for
456 example, there was, you know, on the - the - the records as far as, uh, when
457 things occurred, give on example (Ben).
458
459 A1: So, the - the, uh, memorandum for the hearing stated that abatement was
460 completed on June 2017, some date in June 2017.
461
462 A2: Which is...
463
464 A1: And there were addresses incorrect and basically, poor recordkeeping. And it
465 looks like they were remediated between the time that the previous attorney
466 received information on this case and the time that, uh, Vicki or her assistant
467 sent over this information.
468
469 Q: Right. Didn't - and I'm starting to remember some of this, uh, from other
470 cases that I've heard on this property.
471
472 Q1: Mm-hm.
473
474 Q: Wasn't there an argument made by someone about the expense of the board-
475 up? Remember that? There was a case about that. Does that have anything to
476 do with the properties in question here?
477
478 A1: That - that is one of...
479
480 Q: Do you...
481
482 A1: ...our arguments.
483
484 Q1: Mm-hm.
485
486 Q: Yeah, the writ- there was one where they thought the sheet - the expenses for
487 plywood...
488
489 Q1: Yes.
490
491 Q: ...or (unintelligible).
492
493 Q1: Yes. You're correct.
494
495 Q: Yeah.

496
497 Q1: Uh, yes.
498
499 A2: Right.
500
501 A1: And Ms. (Lao) did send an email to that effect.
502
503 A2: That's right.
504
505 Q1: Mm-hm.
506
507 Q: Right. And so, that would - that's already been argued. Was that regarding one
508 of these properties...
509
510 Q1: Um...
511
512 Q: ...that we have in front of us today? 233?
513
514 A2: You didn't (unintelligible).
515
516 Q1: Hold on, let me - let me look.
517
518 Q: 232?
519
520 A2: ...did ya, on the (unintelligible)?
521
522 A: Sorry?
523
524 A2: (Unintelligible).
525
526 A: Okay.
527
528 A2: You know, uh, one of...
529
530 Q1: So, we, uh...
531
532 Q: Let - let her...
533
534 A2: Go ahead, Vicki.
535
536 Q: ...look then, so...
537
538 A2: I'm sorry. Go ahead.
539
540 Q2: Where's the hearings, uh, sorry.

541
542 Q1: We have a new system and I'm like still tryin' to figure out where we keep
543 everything. All right. So, uh, the only - I don't have any notation of any
544 other...
545
546 Q2: I...
547
548 Q1: ...hearings on the property.
549
550 Q2: ...believe - no. Well, that's on this case. I believe that was...
551
552 Q1: True.
553
554 Q2: ...a previous case and abatement.
555
556 Q: On one of these properties?
557
558 Q2: Uh-huh.
559
560 Q: I think it was the - the...
561
562 Q2: Yep. Uh, if you hang on...
563
564 Q: ...the...
565
566 Q2: ...just a minute.
567
568 Q: Okay.
569
570 Q1: She can find it. But, um...
571
572 A2: So - so, one of - one of the other things, and you'll see in our letter we're
573 presenting this, is when you look at the fines and penalties from what was
574 provided to us, we don't even know when the stuff occurred, uh, when they're
575 being assessed. Now, I just heard in Vicki's, um, in her presentation at the
576 beginning, it sounded like it - it started after February 5th when, uh, she did
577 the Notice and Order saying you gotta start taking care of this stuff. Um...
578
579 A1: At the hearing.
580
581 A2: ...at the - at the hearing. That's what it sounds like. But...
582
583 A: Mm-hm.
584
585 A2: ...there's - like we have - on one of the properties, we have a \$30,000 charge

586 and there's no backup or supporting evidence showing what days we're talkin'
587 about. Right, (Ben)?
588
589 Q: Okay. Well, let...
590
591 A2: Yeah.
592
593 Q: ...let's stick with 233 today for...
594
595 A2: Okay.
596
597 Q: ...for right now.
598
599 A2: Okay.
600
601 Q: So, um, Vicki, can you tell me when the Notice and Order was sent and - and
602 for - sent out on that property?
603
604 Q1: For 233?
605
606 Q: Yes.
607
608 Q1: Um...
609
610 Q2: It's on the...
611
612 Q1: Well, you gotta go down to...
613
614 Q2: Mm-hm. But it's on your information sheet.
615
616 Q1: Oh, the Notice and Order was issued on, uh, January 8, 2019. It was sent, uh,
617 certified mail. Unfortunately, nobody picked it up and...
618
619 Q2: And nope, they were...
620
621 Q1: ...or what's...
622
623 Q2: ...they were all delivered.
624
625 Q1: They were all delivered. Okay. So, we have the U.S., uh, tracking on 'em. It
626 states that they were all delivered to the address on January 11th.
627
628 A1: All right. We're gonna object to that, because, again, we asked for all the
629 information.
630

631 Q: Well, this isn't...
632
633 A1: All right.
634
635 Q: ...this isn't a court proceeding...
636
637 A1: I - I understand...
638
639 Q: ...you know?
640
641 A1: ...that.
642
643 A2: Yeah.
644
645 Q: This is just where we're trying to, uh, give you all the information supporting
646 the, uh, City's claim of lien.
647
648 A1: Well, (unintelligible).
649
650 ((Crosstalk))
651
652 Q: And, uh, certainly if there's deficiencies, those are the issues that I'm gonna
653 take into consideration. And I understand that you may have been misled
654 because of the absence of this information, but still it exists and the point is
655 did the City comply with the rules. That's what's most important. So, if we
656 can give you copies of these materials, then maybe you want to, uh, abandon
657 those type of arguments and go onto something else. I think you're entitled to
658 know, you know, when Notices were sent out, what expenses were incurred,
659 and how the, uh, penalties were calculated.
660
661 Q1: Mm-hm.
662
663 A2: I - I agree.
664
665 A1: (Unintelligible).
666
667 A2: I think we're entitled - I - I get that. And I understand where - what you're
668 saying, uh, Mr. (Boyer). Uh, all I'm saying is we were entitled to this before
669 showing up at the hearing today where they say, "Here you go now."
670
671 Q: Right. And I don't...
672
673 A2: And - and...
674
675 Q: ...want you to be...

676
677 A2: And so, we're...
678
679 Q: ...prejudiced by (unintelligible).
680
681 A2: I got it. And...
682
683 Q: So, I - well, I'll give you another date.
684
685 A2: Well, I got that. And I just - you know, as lawyers, we're makin' records on
686 this stuff...
687
688 Q: Right.
689
690 A2: ...and - and I wanted another date...
691
692 Q: Okay.
693
694 A2: ...but I was told I don't get another date. Uh, "We're gonna do the hearing
695 today." And so, that's what we're prepared...
696
697 Q: Right.
698
699 A2: ...to do...
700
701 Q: And - and so...
702
703 A2: ...today.
704
705 Q: ...you're - obviously, you've not been given everything and - well, not
706 obviously, um, you're saying you didn't get everything. Um, and so, we're
707 gonna supply that to you. And we can give you another hearing date so that
708 we don't do this piecemeal. We can give it to you, all of 'em, I as- assume. Is
709 that correct, Vicki?
710
711 Q1: Correct. Um, but let me - let me point out, um, this is the third lawyer Ms.
712 (Lao) has had...
713
714 Q: Right.
715
716 Q1: ...in this - in this case. Um, up until they contacted me a couple weeks ago,
717 um, I was still dealing with (An-) uh, the previous lawyer, (Andrew Paswick)
718 who had been provided a lot of this information. He had been provided emails
719 and discussions about how things were proceeding and going on. So, the fact
720 that Ms. (Lao) changes lawyers, um, so often is - is not my problem. That's...

721
722 A2: That...
723
724 Q1: ...that's their problem.
725
726 A2: ...that has - no, first of all, sh...
727
728 Q1: Let me - let me finish. Thank you. So, I had scheduled this hearing originally,
729 um, in July. (Andrew Paswick) asked for an extension. I provided that
730 extension. And then, Ms. (Lao) changed lawyers. So, um, it's my duty to get
731 these things going and get them lienied as soon as possible on the property.
732
733 Q: Right.
734
735 Q1: And if it ends up getting, uh, reset, that - that's fine. I've - I've just done what
736 the Division needs to do, so.
737
738 Q: Right.
739
740 A2: Okay. And so, in response, it's - it has nothin' to do with - Mr. (Lao) has - Ms.
741 (Lao) has a right to have any lawyer she wants. It - it's not an excuse that
742 because we got on that we don't have this stuff. We went through everything
743 her previous lawyer had and we were actually surprised, because all the dates
744 were incor- not all the dates. Some of the dates were...
745
746 Q1: Before you say that...
747
748 A2: ...incorrect. Let me - let me finish.
749
750 Q1: ...before you say that...
751
752 A2: Let me finish now.
753
754 Q1: ...we need to have a discussion on that...
755
756 A2: Let me - let me...
757
758 Q1: ...I don't know what you're claiming is...
759
760 A2: ...finish talkin'.
761
762 Q1: ...is - is wrong.
763
764 A2: Let me finish talkin'. I let you talk. Let me finish...
765

766 Q1: All right.
767
768 A2: ...talkin'. Um, the - I asked you if we could continue it. You said, "No," which
769 is fine. That's your prerogative. You do have a responsibility to bring this
770 forward and let's get this thing - this case...
771
772 Q1: Mm-hm.
773
774 A2: ...moving. You said, "No." I said, "Send me everything you got." We did a - a
775 letter requesting everything. This is what we got. We're here now arguin' it. I
776 get them. I fly a witness out from San Francisco. I have Ms. (Lao) come out
777 here. And we're prepared to argue this. We'll present it and submit it today.
778
779 Q: Okay.
780
781 A2: Um, and - and there's other arguments besides the Notice issue. But, uh...
782
783 Q: Okay.
784
785 A2: ...that, uh, (Ben) could just highlight in general and you could read...
786
787 Q: Okay.
788
789 A2: ...through the letter.
790
791 Q: All right.
792
793 A2: Um, and that's where we're at. And, you know, what we're lookin' at - and,
794 uh, what I want you as a Designee to please look at in context also is this: this
795 is a property that they had for - that was shut down since 2003. They, uh, Ms.
796 (Lao) for ten years up until she demolished everything - and by the way, she
797 even demolished buildings that weren't required to be demolished. She went
798 out of her way to clear everything up for the City, so we wouldn't have any
799 problems with that. She spent over \$600,000 doin' all this stuff. Um, she had a
800 maintenance guy, full-time maintenance guy, his job, which is Mr. (Mann),
801 was every day to go check, walk the property, clean up trash, board up stuff,
802 etcetera. If you look at the records that we've been provided and testimony
803 that they'll provide if you wanna take their testimony, there was never a big
804 issue about, uh, boarding stuff up because he boarded up everyday until the
805 December 6th letter of 2018. And then, we had the fire. And then, everything
806 accumulated real quick. I don't want, uh, it's - it's, uh, it's the wrong context
807 or understanding that this was somethin' that was, uh, ongoing year in, year
808 out for many years. And that's inaccurate. Uh, the first time she even heard
809 about the boarding, the emergency boarding, was when they were doin' it, uh,
810 the first time she - you know, she talked to fire people, everything else. So,

811 um, the - we're talkin' a time span this - the first - the major fire was
812 December 17th and we're talkin' a timespan of less than 30 days. As a matter
813 of fact, they required her to get security, uh, hire security, um, cut down the
814 palm trees and put a fence around it by January 18th. We have security
815 contracts that we could present. You have the contracts, if we could make it...

816
817 A1: Yes, sir.

818
819 A2: ...a part of the record that she did that within the time period. She did cut
820 down the palm trees within the time period. And she got CGI to, um, to put
821 the fence around the place. What's interesting is this, and here's another, you
822 know, global context when we're lookin' at this stuff. She's being assessed,
823 you know, when you talk about all the abatement and all the fines and
824 everything, it's about \$110,000. It's a lot of money. CGI takes over, right?
825 And CGI is workin' with the City sending daily reports and everything else.
826 What do they do? They open up the service portals in the back of the alleyway
827 so the homeless people get in, uh, but - and they did it at the direction of the
828 City. They cut out openings because of the asbestos where s- where homeless
829 people went in, and they did that at the direction of the City. I'm not faulting
830 the City for that, Mr. (Boyer). What I'm saying is, it was - the property was
831 very difficult to manage these last couple months before they got, uh, knocked
832 down. And you have CGI havin' problems with it. And there's one last thing.
833 And - and - and this is important as far as the fines and penalties that we're
834 talkin' about, which is this, and this is pretty significant. After they declared it
835 an emergency, the police would not let Ms. (Lao) and her maintenance guy
836 onto the property. So, what happened was - and that - that was, uh, after
837 January 18th. So, what happened was when (Bob) would see things goin' on,
838 he was told that he would be arrested if he went on the property to try to
839 correct the problem. And I - I think that's important to take into context and
840 take into account when you're lookin' at the overall fines and everything else.
841 Do you have anything else, uh, (Ben)?

842
843 A1: Uh, I do want to bring up the issue about the emergency boarding invoices for
844 - for this property as well as the, uh, 615 East Carson.

845
846 Q: Okay. Haven't we already heard that?

847
848 Q1: Mm-mm.

849
850 A1: Again...

851
852 Q: Okay.

853
854 A1: ...they may have been previ- you may have seen the email from Ms. (Lao)
855 previously, but it - there was no, uh, never any hearing on it.

856
857 Q: Okay.
858
859 A1: Um, so, the (unintelligible).
860
861 ((Crosstalk))
862
863 Q: And you're talkin' about the - you're concerned about the expenses?
864
865 A1: Uh, yeah. I mean...
866
867 Q: Okay.
868
869 A1: ...in addition...
870
871 Q: Two - 22,624.70. So, you think those...
872
873 A1: Yeah.
874
875 Q: ...were excessive for some reason?
876
877 A1: Um, almost obscene, honestly.
878
879 Q: Okay.
880
881 A1: Um, you know, the - the invoice that the City provides from - from CGI is a
882 single page invoice, um, dated December 26, 2018. Um, you have a copy of it
883 in - in the record as well that the City provided. It - it states that it used 138
884 sheets of 3/4-inch plywood at a unit price of \$105 per sheet. Um, I don't know
885 if you bought plywood anytime recently, but that's anywhere from double to
886 possibly...
887
888 A2: Triple.
889
890 A1: ...four times the price of - of a sheet of 3/4-inch plywood that you could easily
891 get at Lowe's or Home Depot or any of the various lumber yards around here.
892 Um, and that's \$14,490 of - of that invoice.
893
894 Q1: Okay.
895
896 Q: Mm-hm.
897
898 A1: Um, you know, assuming worst case scenario for the client or best case for the
899 City, you know, 50% of that would be what, 7,000 s- only \$7,000 dollars...
900

901 Q: Mm-hm.
902
903 A1: ...um, which would also adjust the, um, administrative fees the City was
904 allowed to charge...
905
906 Q: Mm-hm.
907
908 A1: ...anything like that. So, we're stating that, yes, this invoice is - is not correct.
909 There's, uh, of course, there's no backup to support this. There's no receipts
910 from the hardware store, the lumber yard, where - whoever it may be to
911 backup these line items on this invoice. And if the City has already paid it,
912 um...
913
914 Q: What page are you on in your - I'm lookin' at the notebook now.
915
916 Q2: No, you - I don't believe you have a copy of that.
917
918 Q1: That was submitted to...
919
920 A2: What - they have the...
921
922 Q1: ...them in their records request, but we have the...
923
924 A2: Show him the exhibit. It's in there.
925
926 Q1: ...original invoice.
927
928 Q: Okay. (Unintelligible).
929
930 A2: I believe - not I believe. Plywood, and (Bob) can testify to this, is like 35, 40
931 bucks a sheet. But in - in any event, you know, one of the interesting things
932 that - and I think you as a Designee can take into account also, when the fire
933 department came in, they boarded it all up with 1/2-inch plywood.
934
935 Q: Mm-hm.
936
937 A2: And then, what happened was the City said, "Well, 1/2-inch plywood is not
938 sufficient. It has to be three-quarters." So, they took all that down to do 3/4-
939 inch. Uh, and somethin' else that you could take into account and, uh, (Bob)
940 could testify to, which is he, uh, Ms. (Lao) sent an email saying, "I will have
941 my guy there tomorrow morning to start boarding up." And when he showed
942 up, uh, it was a half-hour earlier, that's when the City already had their people
943 there boarding it up. And so, a lot of this is giving a little bit of time for them
944 to be able to react and respond appropriately. And if you look at the timeline
945 again, it's a very short period of timeline. Um, everything occurs almost very

946 end of December and part of January and that's it. Um, and that should take -
947 be taken into account. You know, it's a property that had problems. And I
948 think the irony that I was tryin' to impress is even the City had problems when
949 we had CGI out there, opened up service ports and doin' - you know, they had
950 problems too. If they can't control it, uh, and - and they do try, how - you
951 know, but we're f- we're finin' my client money for it, but not - you know,
952 but the City, it's okay for that to occur. It's somethin' along those effects. It
953 think it's a...

954
955 Q: Mm-hm.

956
957 A2: ...it's a decent understanding and recognition of what we were dealin' with or
958 what Ms. (Lao) was dealin' with from San Francisco. Um, in February - it was
959 in February was when they prevented Ms. (Lao) or (Bob) from goin' on the
960 property from that point forward, because they quarantined the whole area.
961 So, what we have here, we have all these fines, but we don't know when
962 they're being assessed or anything else. It would be unfair that their being
963 assessed fines for property that they can't even go onto and correct issue. Um,
964 anything else, (Ben)?

965
966 A1: Uh, for the 232 property, no.

967
968 Q: No, it's...

969
970 A1: I mean...

971
972 Q: ...233.

973
974 A1: ...233. I'm sorry.

975
976 Q: That's all right. That's...

977
978 A2: Okay.

979
980 Q: ...all right. I - from Ms. Ozuna, I'd like hear from you what were the exigent
981 circumstances requiring emergency board-up and exclusion of the owners
982 from the property?

983
984 Q1: All right. So, um, these properties had been a, uh, public nuisance, an
985 attractive nuisance since October 2018. And, um, we had been working with
986 Metro. They had 46 calls for service on the property from October 2018
987 through December 2018. Uh, the fire department had calls for service on the
988 property, um, for the El Cid Hotel, which is, uh, two-thir- whoops, 232 South
989 7th. 233 is the annex that's on the back of it.

990

991 A2: No, it's...
992
993 Q1: Um...
994
995 A1: No, it's the other way around.
996
997 A2: ...the - no, it's the opposite. 230...
998
999 Q1: And I got it backwards?
1000
1001 A1: Yes.
1002
1003 A2: Yeah, (unintelligible).
1004
1005 ((Crosstalk))
1006
1007 Q1: Oh, okay. All right. Well, so El Cid is the 232.
1008
1009 A2: No.
1010
1011 A1: 233.
1012
1013 Q1: All right. 233.
1014
1015 A2: 233.
1016
1017 Q1: All right.
1018
1019 A2: 232 is the annex.
1020
1021 Q1: Let's just call it the El Cid. Uh, so, the hotel was, um, there were incidents of
1022 fire on November, uh, 17, 2018 and on December 17, 2018. Uh, the building
1023 was full of combustibles, refuse and waste, and, um, of course, the, uh,
1024 inhabitants from, uh, the outlying area, the homeless. Uh, the annex, um, had
1025 had fires on February 17, 2018 and on December 8, 2018, which is part of
1026 what started, um, the, uh, this - I'm gonna call it a task force between as Fire
1027 and Metro being onsite. Um, that building was full of combustibles and they
1028 actually had somebody barricade themselves in there. And due to the
1029 hazardous conditions for Fire and the police, um, it was detrimental that we do
1030 something about these properties, because the police couldn't even get in to
1031 get these people out and nor could the Fire Department respond without
1032 possibly one of them losing their own lives. It was - it was that serious of a
1033 situation. And those words come from both of those entities. Um, as a result
1034 of the fire, we ha- um, had emergency securing of, uh, the property on the El
1035 Cid completed. And when it's an emergency situation, we do not get bids. We

1036 pick one of our contractors randomly and they provide us the cost. I don't
1037 have, uh, the ability to, um, negotiate or tell them what the costs are. It's - it's
1038 whatever cost, you know, they - whatever they provide us. So, at that time the
1039 - the building needed extensive boarding, uh, because the owner and her
1040 manager had not been properly boarding the building for years.

1041
1042 A2: Well...

1043
1044 Q1: They had been using, uh - uh - uh, surplus metals that he had found and, uh,
1045 boards that were not meeting our, uh, requirements. We do require 3-inch -
1046 1/4-inch, uh, plywood, because it secures better. Um, I don't have any control
1047 over what the Fire Department uses. They - their contractor, um - uh - uh, the -
1048 they don't even have requirements. So, they do use 1/2-inch plywood. But
1049 then, that contractor goes back against the property owner. The Fire
1050 Department themselves does not file any liens, uh, for the work. So, um, for
1051 our standards, we do have a higher standard on what we require. And that is
1052 why, uh, the City had the emergency work, because we needed it done
1053 correctly. We needed to stop - uh, stop the situation as much as possible, uh,
1054 regarding the fires and the activities going on because, um, it - it was in such a
1055 terrible state. Um, Ms. (Lao), um, they had, um, a history of not being
1056 responsive with us. And, uh, I can talk more about that if we need to, but, you
1057 know, um, ultimately, at that time, our focus was on getting these buildings
1058 and, uh, making sure that people were not accessing the buildings as much as
1059 possible. At one point, um, and within the Notice and Order, we did require
1060 24-hour security. Ms. (Lao) did hire a company, but they weren't even onsite.
1061 They would do drive-bys. They weren't out there 24 hours. And I told her that
1062 she needed to have 24-hour security to be out there to deal with the situation
1063 on the property. Um, at some point after the abatement did start with CGI,
1064 which, um, due to the type of abatement and the amount of the asbestos in the
1065 building, they did have to make openings, which is why she needed to have
1066 24-hour security out to make sure her building site was not being accessed.
1067 Um, if she wanted to put that requirement on the contractor, that was between
1068 them. But, um, I - you know, I don't have any control over how the contractor,
1069 um, needs to perform their work in doing the asbestos abatement. It's
1070 a time - it - it took them three or four months to remove all the asbestos out of
1071 that building. It was a very, very, um - uh, it was very saturated with asbestos
1072 and it was a - it was a health issue for the people who were getting into there.
1073 And if Mr. (Mann) had been, uh, following the directives from - that we had
1074 given them many times on securing it properly, we not have been there at all
1075 in December, so.

1076
1077 A2: Uh...

1078
1079 Q1: Um, one of the other things, uh, I did wanna point out is that even after we,
1080 um, had issued the Notice and Orders on both buildings, um, we got a call for

1081 service from Fire. Somebody, they used the trees to climb up. Um, they were
1082 using the sign to climb up, you know. So, at that point, you know, we had to,
1083 um, keep advising Ms. (Lao), you know, to do additional things to, um, deal
1084 with the issues on the property. So, um, I think I answered everything I needed
1085 to respond (unintelligible).
1086
1087 A2: Can - can I just respond real quick on...
1088
1089 Q: Sure.
1090
1091 A2: ...some of the...
1092
1093 Q1: Mm-hm.
1094
1095 A2: ...stuff, because you're gettin' a gist of everything...
1096
1097 Q: Yeah.
1098
1099 A2: ...here.
1100
1101 Q: Right.
1102
1103 A2: One is I - I take exception to...
1104
1105 Q1: Hmm.
1106
1107 A2: ...the statements that, uh, this was a - a big problem in October of 2018. And
1108 from the records when you look at it, the first Notice that they sent out that
1109 they gave us was December 6, 2018. I believe she also mentioned that in her
1110 opening statement. If it was a big problem and this was an emergency,
1111 etcetera, why did they wait two months before they sent out the first Notice,
1112 you know, "You gotta solve this?" So, I think you as a Designee lookin' at this
1113 stuff can look at that and - and analyze. Because the reason we bring this up is
1114 it's really what did - who talked to Ms. (Lao)? What was - what were the - the
1115 impression? She'll tell you that she didn't know that there was any emergency
1116 in place until it was actually ordered. Um, we're not arguing after the fire of
1117 December of 17th - we're not arguing that after the fire of December 17th that
1118 the property got to the point - because it was a big fire, the property got to the
1119 point that somethin' had to be done. So, when the City argues, "Well, you
1120 know, it's a big problem," uh, before - after December 17th, we get that. But,
1121 you know, what - you as a Designee and the arbitrator tryin' to decide all this
1122 stuff can look at what type of, uh, how much time were we given? You know,
1123 were we derelict in this stuff? And, uh, and did we act in, uh, reasonably? You
1124 know, if you - for example, we talk about the security company. And Vicki
1125 says, "Oh, well, yeah, she got the security company, but it wasn't onsite full

1126 time." Okay. Got it. So, what - what happened? She talked to Ms. (Lao) and
1127 Ms. (Lao) got another company in February. And I - I didn't bring that,
1128 because I didn't know that was the issue, but she got another company to
1129 come out there, Vicki will verify all that, that she got in February. You know,
1130 we're talkin' about a very short period of time period. This isn't years and
1131 years. This is from December 17th - or December 6th to January 18th. We're
1132 talkin' about a six-week place - period. And what happened was it was
1133 declared an emergency right away. And they just started acting without letting
1134 her trying to solve this. And, okay, so they acted and they did it, but then, they
1135 wanna fine her on top. And we don't think that's fair. Um, (Bob) - (Bob) was
1136 boarding the place up properly. If he wasn't boarding the place up properly,
1137 we would've seen years and years of - of arguments, whatever, presented to us
1138 showing that this was a blight for a long time. Uh, they would have declared...
1139
1140 A: Mm-hm.
1141
1142 A2: ...an emergency before. (Bob) is a better boarder than the City or the Fire
1143 Department. He was using longer cement screws. He was using three-quarters.
1144 He walked the prop- his full-time job was to walk the property every day,
1145 board up, kick people out and do all that stuff. She paid him full-time just to
1146 do that every day. Did it come a time after the fire where that's not sufficient?
1147 Absolutely. Okay? We're not arguing that. Did it come a time where the
1148 property needed to be, uh, torn down? Sure. We won't - we're not disputing
1149 that. What we're disputing is the fact that we don't even know when these
1150 assessments were charged and they didn't give him enough time to act. Um...
1151
1152 Q: I (unintelligible). All right. Let me stop...
1153
1154 Q1: Let me...
1155
1156 Q: ...there. Would you do the run down, um, when the penalties started?
1157
1158 Q1: Um, the penalties started on the, uh, 11th day after the Notice and Order was
1159 issued on 01-08-2019. So, that would've been the 19th of Decem- or January
1160 through, um, I had only run the penalties through the, um...
1161
1162 Q2: (Unintelligible).
1163
1164 Q1: ...'cause they're \$1,000 a day. So, it...
1165
1166 Q2: (Unintelligible).
1167
1168 Q1: ...it ran for 32 days. So, that would've taken us right to - I'm sorry, where?
1169
1170 Q2: The date of the emergency declaration when, uh...

1171
1172 Q1: Yeah, when...
1173
1174 Q2: ...the City Council...
1175
1176 Q1: ...when the City...
1177
1178 Q2: (Unintelligible).
1179
1180 Q1: ...uh, did the Emergency Declaration and we took...
1181
1182 A1: Wa...
1183
1184 Q1: ...it to City Council.
1185
1186 Q: (Unintelligible).
1187
1188 A1: (Unintelligible).
1189
1190 Q1: So...
1191
1192 A1: ...February 20th date that - that hearing date?
1193
1194 Q1: Mm-hm. Yeah. So...
1195
1196 Q: Okay. So, that's the - so, after the...
1197
1198 Q1: Oh. Sorry.
1199
1200 Q: ...February 30th, the - the property was demolished? Is that correct?
1201
1202 Q1: Uh, the demolition had started at that point, yes.
1203
1204 Q: Okay.
1205
1206 Q1: Um...
1207
1208 A2: And - and - and...
1209
1210 Q1: And, uh, also, I just wanna show you a quick picture from the presentation
1211 from - I gave to City Council, um, Mr. (Boyer), of the boarding types of - this
1212 is the work that Mr. (Mann) was doing. This is how he was securing the
1213 property. This is not proper. This is not proper.
1214
1215 Q: Is that...

1216
1217 Q1: So...
1218
1219 Q: ...is that your work, Mr. (Mann)? Is that - did you do that?
1220
1221 A3: Did I do what now?
1222
1223 Q: Did you do that boarding where that...
1224
1225 Q1: Oh, sorry.
1226
1227 Q: ...grill is?
1228
1229 A1: Could you go back to the point where...
1230
1231 Q: Right there. Did you do that?
1232
1233 A3: Well, uh, the board has been taken down, obviously.
1234
1235 Q: Well, what...
1236
1237 A3: There's no board there.
1238
1239 Q: ...and did you...
1240
1241 Q1: But...
1242
1243 Q: ...put up that grill there that looks like an old piece of fence?
1244
1245 Q1: Yes.
1246
1247 A3: No. And this was typical...
1248
1249 A1: No.
1250
1251 Q1: ...of the boarding on the entire building, Your Honor.
1252
1253 A3: No, that's...
1254
1255 Q: Well, let me...
1256
1257 A3: ...that's not true.
1258
1259 Q: ...um, get an answer. Mr. (Mann), did you do that?
1260

1261 A3: The board's been taken down.
1262
1263 Q: No. No.
1264
1265 A3: Okay?
1266
1267 Q: Did you put up that metal grid?
1268
1269 A3: Yes, I put that up.
1270
1271 Q: All right.
1272
1273 A3: I - because it's more secure than the, uh, 3/4-inch plywood boards, absolutely.
1274
1275 Q: All right. So...
1276
1277 A3: It's harder to take down a metal, uh - uh, fence...
1278
1279 Q: Okay.
1280
1281 A3: ...than it is to take down a 3/4-inch plywood, uh...
1282
1283 Q: All right. And then, on the right...
1284
1285 A3: ...piece...
1286
1287 Q: ...there at, uh, 11:06 on the 6th of December, did - is that your boarding there?
1288
1289 A3: That's after...
1290
1291 Q: (Unintelligible).
1292
1293 A3: ...it's been taken down numerous times...
1294
1295 A: Yeah.
1296
1297 A3: ...and I reboarded it and rescrewed it. Yes.
1298
1299 Q: So, that - that's your - that's the way you had it at one point? Is that correct?
1300
1301 Q1: Yeah.
1302
1303 A3: That's after someone...
1304
1305 Q: All right.

1306
1307 A3: ...tried to get in numerous times.
1308
1309 Q: All right.
1310
1311 A1: I...
1312
1313 Q: Okay.
1314
1315 A1: I - I - I do have a question as to when this property was declared a public
1316 nuisance?
1317
1318 Q1: We ended up declaring it - the City Council - or City Manager declared it
1319 February 20, two-thousand and nine, uh, 2019, but this process started in
1320 December. Um, at the concurrence of Fire and Metro and due to the activity,
1321 we - we declared - Code Enforcement declared that we needed to do the
1322 emergency boarding. And I had concurrence from two Departments which is
1323 more than what we're required to have. So, based off the fire activity and the,
1324 uh, number of - the number of homeless people. There were 40 to 50 homele-
1325 people were jumping out the windows. Somebody broke their ankle at - when,
1326 uh, the fire occurred on December 17th. This is not just a couple of people
1327 hangin' out. This is a very large number of people. When you would walk
1328 through the bottom floor of the building, there were mattresses in each and
1329 every room. It looked - it appeared like somebody may have been taking
1330 rental money or allowing the people to stay there. So, there was a lot of - there
1331 was a lot of issues and we were extremely concerned about what was
1332 occurring in this building. And so, um, I - I'm - I just want you to understand
1333 that this is a very...
1334
1335 A2: We...
1336
1337 Q1: ...serious situation for us.
1338
1339 A2: Yeah, but we're - we're not object- we're not taking...
1340
1341 Q1: So...
1342
1343 A2: ...exception to you being concerned about that.
1344
1345 Q1: No, I know. I just...
1346
1347 A2: Okay?
1348
1349 Q1: ...want you...
1350

1351 A2: We got all that.
1352
1353 Q1: Okay.
1354
1355 A2: Okay.
1356
1357 Q1: So...
1358
1359 A2: But, you know - okay. Go ahead. I'm sorry.
1360
1361 Q1: Let - let - well, and you also bring up that we had no prior history. Um, on
1362 both of these properties since 2006, we had had seven cases on 233 South 6th
1363 deal- uh, that were dealing with open, accessible, vacant building that - so, in
1364 December was not the first time we've dealt with Ms. (Lao).
1365
1366 A2: Since - since 2000 and s...
1367
1368 Q1: 2006.
1369
1370 A2: Okay. So, yeah.
1371
1372 Q1: Since - and on the other building since 2006, we had 13 cases on 232 South
1373 7th for open, accessible, vacant building.
1374
1375 A2: That's one time a year.
1376
1377 A1: Or happened (unintelligible).
1378
1379 Q1: Uh, which is one time too much.
1380
1381 A2: Well, it's one time a year. You know, what, uh, (unintelligible).
1382
1383 Q1: One time too much.
1384
1385 A2: Okay. The City had control of these buildings and there were 30, 40, 50
1386 people in there where the cops were even afraid to go in. Okay? So, it's - it's
1387 not an issue - and that's not necessarily the City's fault. Okay? What it is is it
1388 was an attractive nuisance. You - you couldn't stop the people. We boarded
1389 up. We couldn't stop 'em. The City had the same mantra, the same problem
1390 when they were in charge of it. The point is - okay? The point is when you
1391 talk about there's a history, you talk about one time a year. I - I say one time a
1392 year, uh, a building that's supposed to be vacant is pretty good to me. Uh, and
1393 I think that's a...
1394
1395 Q1: It should be zero.

1396
1397 A2: Well, yeah.
1398
1399 Q1: She's the property owner.
1400
1401 A2: And it was solved.
1402
1403 Q1: She needs to be re- responsible for her property and the City should not have
1404 to put her...
1405
1406 A2: So...
1407
1408 Q1: ...property (unintelligible).
1409
1410 A2: ...so, when you're - when you're a bar owner and someone robs the place,
1411 than it's - it's the bar owner's fault because they got robbed? You know? It's -
1412 she did...
1413
1414 Q1: Not the same thing.
1415
1416 A2: ...the best she could do with (Bob) there. The, um...
1417
1418 Q1: Well, and let...
1419
1420 A2: ...what - what's the - what's the...
1421
1422 Q1: ...let - let's...
1423
1424 A2: ...what's the time limitations...
1425
1426 Q1: ...let's...
1427
1428 A2: ...real quick...
1429
1430 Q1: ...let me explain what (Bob) was...
1431
1432 A2: ...on the...
1433
1434 Q1: ...living in.
1435
1436 A2: ...if it wasn't an...
1437
1438 Q1: (Unintelligible).
1439
1440 A2: ...emergency boarding, what's the time requirements that they're...

1441
1442 Q: If it's not an emergency, it's at least ten days.
1443
1444 A2: At least ten days if it's not an emergency?
1445
1446 Q: And if it - and if it's not - if it's not a high priority, it's 30 days.
1447
1448 Q1: Yeah. So, let's - let's...
1449
1450 A2: And so...
1451
1452 Q1: ...let's talk about Mr. (Mann) for a second. Mr. (Mann) was living in one of
1453 the two, uh, cottages that had...
1454
1455 A3: I...
1456
1457 Q1: ...a couple of the - it had no power and no water.
1458
1459 A3: That's not...
1460
1461 A2: Okay.
1462
1463 A3: ...true. That's not true. I had power. I paid for it.
1464
1465 Q1: No, you didn't have power. And...
1466
1467 A3: I did have power.
1468
1469 Q1: You didn't.
1470
1471 A3: That's not true.
1472
1473 Q: Yeah.
1474
1475 A3: That's not true.
1476
1477 Q1: The City had...
1478
1479 Q: The (unintelligible) there.
1480
1481 A2: Yeah, this is...
1482
1483 A3: But that's not true.
1484
1485 Q: ...not...

1486
1487 Q1: It is.
1488
1489 A2: ...not - not relevant.
1490
1491 Q: Let - okay. Let me...
1492
1493 Q1: But this is (unintelligible).
1494
1495 A3: I didn't have water.
1496
1497 A2: (Unintelligible).
1498
1499 Q1: ...the whole situation.
1500
1501 Q: Stop.
1502
1503 A3: I didn't...
1504
1505 Q: Everybody stop...
1506
1507 Q1: Sorry.
1508
1509 Q: ...talkin'. We're done with - I'm - I don't wanna have an argument here.
1510
1511 A3: All right.
1512
1513 Q: Okay. I'm gonna tell you right now, Ms. (Lao), when you bought these
1514 properties, they were problematic properties by their inherent nature. If you
1515 continued to allow these structures to exist, then you're gonna be responsible
1516 for the consequences of people coming in and out of - and the properties and
1517 creating dangerous conditions. I understand that you didn't necessarily
1518 contribute to the problems, but if you allow people to come into your
1519 properties, and this is - when he said - I hear as many times as they, uh, there's
1520 been cases open on this, this is a record number for me and I've been doin'
1521 this since 2013. This is the most cases I've ever heard on a single property
1522 since I've been here. And so, I - it may only be once a year, but it indicates,
1523 and I think you - you agree that the properties, uh, ha- because of their
1524 location and because there's nobody there, that they have special problems
1525 where people are gonna break into 'em and create dangerous conditions for
1526 themselves as well as the surrounding neighborhoods. It's like a magnet for
1527 the vagrants. And so, you know, when you got to the point where in December
1528 you have a fire, there's no choices. The - the City has to take over an level the
1529 property, because that's what's required. You had an option from 2006 on as to
1530 whether or not you were going to demolition the properties, because of the

1531 conditions that exist in the property. Like I say, I know you don't create, you
1532 know, the downtown blight or any - you know, you - you're not creating
1533 homeless people or anything, but they will take every opportunity to come in
1534 and exploit a vacant property. And it - it's extraordinarily difficult to keep
1535 them out. At some point, you just say, "I can't do this anymore. (Bob), no
1536 matter what he does, I mean, he could put one-inch plywood on these places,
1537 at some point, it had to be demoed. And it got done - you - you were given an
1538 opportunity. You - well, from the day you first owned this property, you had
1539 an option of demoing 'em and you chose not to do that. And so, you know, y-
1540 here is - the end result is you have failed to follow the municipal code in
1541 making sure that the properties are secure. And I know how difficult it is,
1542 because I literally have dozens of people every year in front of me as a City
1543 Council Designee with the same issues. They're just relentless. And so,
1544 they're - you know, what the City does is demo properties. Sometimes the
1545 owners demo the properties 'cause they realize that there's just no point in
1546 going forward with it. So, you delayed the decision to demo 'em. And the
1547 result is that, you know, have fines and penalties against you for that decision
1548 that was a - like a slow train wreck from 2006 forward. So, you know, I - I
1549 don't have any sympathy for your situation, because, you know, you - you
1550 rolled the dice with keeping these properties, uh, in existence. And as a
1551 consequence, you know, you got the Fire Department and - and police and
1552 citizenry that are in danger because of the - the conditions that are at the
1553 property. I - I don't think they're being charged even for the - you know, the
1554 Fire Department comin' in there, are they? I mean, are...

1555
1556 Q1: No, they're not.

1557
1558 Q: Right.

1559
1560 Q1: And...

1561
1562 Q: I mean, so you got away for free on that. Sometimes...

1563
1564 Q1: And there was thousands...

1565
1566 Q: ...they actually...

1567
1568 Q1: ...of dollars for every response.

1569
1570 Q: Yeah. I mean, the City is losing money on your properties. We're not making
1571 any money on this. 'Cause, you know, if we have to have people standing by
1572 to address issues like this, because some people just don't go in and do
1573 whatever is necessary no matter how extreme it may seem to do it, like 24-
1574 hour security, boarding up, you know, e- or dem- ul- the ultimate is the death
1575 sentence to the property, which is just demoing it. And, you know, you - you

1576 have to understand that because of the nature of your property, you have to do
1577 these things. And I know you have remaining properties and you need to start
1578 - better start thinking about whether or not you wanna keep those too...
1579
1580 A2: She - she demoed...
1581
1582 Q: ...but that's up to you. We're not - we're not - but the City is not going to be
1583 your property manager. And so, that's why we're here today. And I - I - you
1584 know, and I'm as - I'm gonna see the Notices, if the Notices were sent out,
1585 um, you know, I'm not going to, uh, I'm not going to consider that there was
1586 some sort of defect in the Notices. And in fact, you received actual Notice of
1587 this, uh, proceeding by way of the posting, which is, you know, why they post
1588 it. And so, uh, when you rec- receive an actual notice of something, you have
1589 to react and you have to react very quickly. And I understand it was a very
1590 compressed period of time, but the compressed period of time, uh, started
1591 back in 2006. It didn't start in December of 2018.
1592
1593 A2: M- M- Mr. (Boyer), okay. So, she - when she received the notice from the
1594 posting, she had to react. She did react. She hired a security company. She cut
1595 down the palm trees. And she put up a fence. Why are they fining? Because
1596 now for the first time, I know that they're fining her \$1,000 a day. And they
1597 said it was for 32 days from January 19th...
1598
1599 Q: Mm-hm.
1600
1601 A2: ...to February 20th.
1602
1603 Q: Mm-hm.
1604
1605 A2: She did everything within the deadline of the Notice.
1606
1607 Q: I don't think that's correct. Would you respond to that?
1608
1609 Q1: That - that isn't correct. Because, um, and I'd - I'd have to really go back and
1610 look at my emails, but as far as the security, she did not have 24-hour security
1611 at that point. Um, a- a- at the point when I went before City Council, the
1612 security still was not set, it wasn't 24 hours, and, um, there were, uh, she - the
1613 only thing basically she had complied with at that point was taking down the
1614 trees. Everything else, the City had had to take action and comply with for her
1615 with the securing and, um...
1616
1617 A2: The...
1618
1619 Q1: ...of the - of the building. And then, the que- the question that was still
1620 outstanding was the demolition. At that point, she still didn't have a contract

1621 with a contractor and it wasn't moving forward.
1622
1623 A1: (Unintelligible) contract...
1624
1625 Q1: So...
1626
1627 A1: ...the demolition contractor. (Unintelligible).
1628
1629 A3: Um, she did have a demolition contract with CGI. City approved it. The
1630 security was, you say, 24-hour security. She hired a security, um, so, we're
1631 gonna - we're gonna fine her 32-grand on each of these properties because she
1632 had 20- she had 24-hour security. She didn't have security on present - you
1633 know, s- standing there 24-hours. When she found out that was a problem, she
1634 hired a different company and she fired them. So, you know, I - I don't think
1635 it's reasonable. You know, you - within a coup- with less than ten days,
1636 because it was really less than ten days, she put all this stuff together. You say,
1637 "Okay. Security is not right." Okay. She got another security company. She
1638 took care of the palms and she took care of the fence. And she's the one who
1639 demoed it and paid over \$600,000. So, why are we fining her for 32 days up
1640 until February 20th when this was all taken care of before that? And there's
1641 nothin' - provide - and one last thing. The documents - I mean, we're here...
1642
1643 Q1: Mm-hm.
1644
1645 A2: Look, we're here assessin' her 110-grand. Okay? Nothin' in the documents
1646 show that that wasn't taken care of. And her testimony, she could tell you
1647 right now - and I'd like you to just what - you know, what you did to solve it
1648 right away when you found out about it.
1649
1650 Q: Let's stop. Okay. What would the - the - the Notice and Order? Do I - where's
1651 the Notice and Order here? 'Cause we're just gonna do a check off on 233 and
1652 see what's in the Notice and Order for 233.
1653
1654 A2: Pull the Notice and Order on 233.
1655
1656 Q1: Is this mine or his?
1657
1658 Q2: Well...
1659
1660 Q1: Does he have a copy of it?
1661
1662 Q2: I'm not sure if it's (unintelligible).
1663
1664 Q1: Okay. Here's the Notice and Order.
1665

1666 Q: (Unintelligible). Okay.
1667
1668 A2: Now the City...
1669
1670 A1: All right.
1671
1672 A2: ...admitted that the palm trees were taken care of. So, I guess we're dealing
1673 with the security and the - and the fence.
1674
1675 Q: Okay. Well, this is...
1676
1677 A: Look at page four.
1678
1679 A2: Page four?
1680
1681 Q: Okay.
1682
1683 A: It's what I'm supposed to do.
1684
1685 Q: I'm lookin' at page two of the Notice and Order.
1686
1687 A1: Actually, no. The third from last...
1688
1689 Q: So, I would start...
1690
1691 A1: ...page.
1692
1693 Q: ...start, Vicki, this would be the first f...
1694
1695 Q1: So, the beginning...
1696
1697 Q: I know this is what the City did, but...
1698
1699 Q1: Correct.
1700
1701 Q: ...these items 1 through 8 are what were required for, uh, as part of the Notice
1702 and Order. And then, there's a public nuisance section...
1703
1704 Q1: Mm-hm.
1705
1706 Q: ...cited here, which has...
1707
1708 A2: Um, Mr. (Boyer)...
1709
1710 Q: ...uh, another...

1711
1712 A1: And it's the third from...
1713
1714 Q: ...19...
1715
1716 A1: ...last page.
1717
1718 Q: ...items, correct?
1719
1720 A2: It's the third from last...
1721
1722 A1: Third from last page.
1723
1724 A2: ...third from last...
1725
1726 A1: ...the required...
1727
1728 A2: ...page. It's these four items right here.
1729
1730 Q1: So - so, we tell them what the problems are. And then, we tell them what
1731 we're...
1732
1733 Q: Right, uh...
1734
1735 Q1: ...looking for with remediation.
1736
1737 Q: All right. So, this - this page?
1738
1739 Q1: Mm-hm.
1740
1741 Q: Okay. All right.
1742
1743 Q1: So, we required, uh, for them remove, um, remove all the tree landscaping, uh,
1744 to prevent access into the buildings, hire a licensed, uh, security firm to
1745 provide 24-hour security to prevent access into the, um, substandard building,
1746 uh, fence the entire perimeter wall - that had not been completed at that time -
1747 um, and contact the City, uh, Code Enforcement to propose, you know, a
1748 timeline of how she was gonna bring this property into compliance. As of the
1749 hearing...
1750
1751 A2: She did (unintelligible).
1752
1753 Q1: ...she still had not, uh, provided that to me.
1754
1755 A1: She, um...

1756
1757 Q: You mean, item four?
1758
1759 Q1: Item...
1760
1761 A1: She (unintelligible).
1762
1763 Q1: ...number four.
1764
1765 A2: Right. Okay. But as of the hearing that was 32 days later - she had 60 days to
1766 do the l- to provide you the information on the contractor and she did it within
1767 the 60 days. So, you can't - you can't...
1768
1769 Q1: No. No. It's - it - she didn't have 60 days to provide me a timeline. She - she
1770 needed provi- provi- provide a timeline right away. And then, within 60 days,
1771 no later than 60 days from the date of this Notice, demolish the building and
1772 remove the demolition...
1773
1774 A2: Okay. Let's...
1775
1776 Q1: ...uh, waste.
1777
1778 A2: ...let's read...
1779
1780 Q: Stop.
1781
1782 A2: ...let's...
1783
1784 Q1: That means that...
1785
1786 A2: ...let's...
1787
1788 Q1: ...she had to be starting...
1789
1790 Q: All right. When - let me...
1791
1792 A2: ...I'm gonna say this.
1793
1794 Q: Okay. Now let's just go...
1795
1796 A2: No, I...
1797
1798 Q: ...let's be orderly here. Number one, wa...
1799
1800 A2: That's - that's admitted that that was taken care of by the City, the remove the

1801 palm trees.
1802
1803 Q: All right. When were the palm trees removed?
1804
1805 A2: Within the timeframe.
1806
1807 Q: When were - I'm asking what day were the palm trees. It was no later than Ja-
1808 January 10th.
1809
1810 A: I did send emails. Excuse me. I did send an email to Vicki to tell her that the
1811 palm tree was already removed definitely before, uh, January the 18th.
1812
1813 Q: All right. Do...
1814
1815 A2: Okay.
1816
1817 Q: ...do we have...
1818
1819 A: Before that.
1820
1821 Q: Vicki, do you have any...
1822
1823 A2: Well, she admitted it was done.
1824
1825 Q: Was it done?
1826
1827 Q1: I - I know that the tree was down. I can't tell you...
1828
1829 Q: Okay.
1830
1831 Q1: ...when...
1832
1833 Q: All right.
1834
1835 Q1: ...on what date.
1836
1837 Q: Um...
1838
1839 A1: Okay.
1840
1841 Q: Okay. Let's go onto Number Two.
1842
1843 A2: Okay. It says, "Hire a licensed security firm to provide 24-hour security to
1844 prevent access."
1845

1846 Q: Okay. All right. Was that done?
1847
1848 Q1: No.
1849
1850 A2: It was done.
1851
1852 A: May I reply to that, um...
1853
1854 Q: Sure.
1855
1856 A: ...Mr. (Boy)?
1857
1858 Q: Mm-hm.
1859
1860 A: Yeah, I hired the, uh, security company originally was for 24-hours.
1861
1862 Q: Mm-hm.
1863
1864 A: And after a few days, Vicki notified me, uh, your drive by, uh, six times drive-
1865 by is no good. I want 24/7 security guard stand by. We changed that
1866 immediately with the same company that the contract that I signed in January.
1867
1868 A2: And - and - and so, did...
1869
1870 A: January 16th, I signed the security contract.
1871
1872 A2: ...and the way this is worded, it says to provide 24-hour security to prevent
1873 access. She did that. But it was just like I'm in - I live in the Las Vegas county
1874 club. I got 24-hour security. Guess what they do? They drive around every
1875 hour. Okay? So, Vicki clarified, "No, I want someone standing there being
1876 security," and she solved it.
1877
1878 A: Yeah, I did that too.
1879
1880 A2: But at the time of 18, uh, Ja- January 18th, that was solved.
1881
1882 Q: Okay. Was it - Vicki, would you concede that there was actually 24-hour, 7-
1883 day a week, security on site every minute of the day after the 16th of January?
1884
1885 Q1: No. It - that - that did not occur until after we had gone to City Council, uh...
1886
1887 Q: Hmm.
1888
1889 Q1: ...from my recollection.
1890

1891 Q: In February?
1892
1893 A: No.
1894
1895 Q1: In...
1896
1897 A: No.
1898
1899 Q1: ...February.
1900
1901 A2: Huh?
1902
1903 Q: Okay.
1904
1905 A: No, no, no.
1906
1907 Q1: (Unintelligible).
1908
1909 Q: All right.
1910
1911 A2: And, uh, first of all, it doesn't - it doesn't ask for 24-hour onsite security.
1912 Okay? That's n- it doesn't say that. She provided it anyway after the fact. I
1913 agree with Vicki in that she hired this security company that 24-access, checks
1914 on the property 24 hours. Okay? They weren't onsite. We will stipulate, we
1915 agree with that it wasn't onsite. When...
1916
1917 A1: Mm-hm.
1918
1919 A2: When Vicki told her later on, "It's a problem," then she saw, uh, she saw that
1920 as you put someone onsite. The point is, she shouldn't be s- fined tens of
1921 thousand - 30,000 plus dollars on all these properties.
1922
1923 Q: Well, wait. Wait.
1924
1925 A2: I...
1926
1927 Q: Wait. If - if security was provided 24/7, uh, on or before the 16th of January...
1928
1929 A2: January 18th.
1930
1931 Q: No.
1932
1933 A2: It's right up on top.
1934
1935 Q: Jan...

1936
1937 A2: You have - it s- it says right here.
1938
1939 Q: Wait just a second. It says - says - this is signed the 16th.
1940
1941 A2: Yeah, the security was - yeah, the 16th. Yeah.
1942
1943 Q: That's what I'm talkin' about.
1944
1945 A2: Oh, okay. I'm sorry.
1946
1947 Q: So, you contract - this - this...
1948
1949 A2: (Unintelligible).
1950
1951 Q: ...agreement, you have (unintelligible).
1952
1953 ((Crosstalk))
1954
1955 Q1: So, that was the first agreement and...
1956
1957 A2: (Unintelligible).
1958
1959 Q1: ...that was not acceptable...
1960
1961 A1: Huh?
1962
1963 Q1: ...to us at that time.
1964
1965 Q: Oh, this is the first one?
1966
1967 A1: That...
1968
1969 Q: Where's the...
1970
1971 Q1: Yeah, I think so.
1972
1973 Q: ...second one?
1974
1975 A1: (Unintelligible).
1976
1977 Q: Where's the agreement for the second security?
1978
1979 A2: I didn't - I didn't print it up. I got it.
1980

1981 Q: So - all right. Well...
1982
1983 A2: I didn't print it up, because...
1984
1985 Q: All right. So, that's...
1986
1987 A2: ...I didn't know any...
1988
1989 Q: ...that's disputable then. Okay.
1990
1991 A2: Well, hang on a second.
1992
1993 Q: All right. What...
1994
1995 A2: Because on the records and everything they provided, they didn't - nothin'
1996 signified that that was an issue. So, that's why I didn't print it up, but we have
1997 it.
1998
1999 Q1: So, on March 11th, my staff, um, made note that the - there was 24-hour
2000 security onsite at that point. And...
2001
2002 Q: But within the 32 days, did you...
2003
2004 Q1: But...
2005
2006 Q: ...have any proof...
2007
2008 Q1: ...within the 32 days...
2009
2010 Q: ...that there was...
2011
2012 Q1: ...no. When I went to City Council to s- to talk about the imminent hazard, she
2013 still did not have 24-hour security at that point on site.
2014
2015 A2: Well...
2016
2017 Q: And that, what - what was the date of that...
2018
2019 Q1: That was...
2020
2021 Q: (Unintelligible)?
2022
2023 Q1: ...February 20th.
2024
2025 Q: Okay.

2026
2027 A2: The Notice there doesn't say that she has to have it onsite. Bottom line, print
2028 out another Notice, send it to her saying it has to be onsite. That's the proper
2029 notice that's required under the law. And she still accommodated that issue.
2030
2031 A: It's been...
2032
2033 Q: Well, and I'm, you know...
2034
2035 A: I'll submit the bill - I'll submit the bill that I've been...
2036
2037 Q: ...if there was any...
2038
2039 A: ...charging for the...
2040
2041 Q: ...ambiguity about...
2042
2043 A: ...24 hours.
2044
2045 Q: ...what 24 hours meant, she never asked about it. So, you know...
2046
2047 A2: Well, yeah, but they didn't...
2048
2049 Q: ...when I see 24-hour, I know what that means. That means somebody's there
2050 24-hours, seven days a week.
2051
2052 A2: That - well, (unintelligible).
2053
2054 Q: Not just simply (unintelligible).
2055
2056 ((Crosstalk))
2057
2058 Q1: That's what it means from us. I mean...
2059
2060 A2: The - well, they - she had 24-hour security. It just wasn't onsite security.
2061
2062 Q: Well, then you have to, uh, you gotta have onsite. That's the purpose of it is to
2063 make sure there's...
2064
2065 A: Mr. (Boyle), after she told me, "It's not good enough even six times drive-by
2066 within the 24 hour is not good enough,"...
2067
2068 Q: No.
2069
2070 A: ...I immediately change.

2071
2072 Q: All right. When was that?
2073
2074 A: That was probably less than a week or, uh, three days after when she...
2075
2076 A2: After she - after she...
2077
2078 A: ...checked.
2079
2080 A2: ...told ya.
2081
2082 Q: Well, where's the proof of that?
2083
2084 A: It's (unintelligible).
2085
2086 Q: Where's the proof of that today? That's what I'm askin' for. Do you have
2087 proof?
2088
2089 A: It's all in record. I will submit the bill to show that 24-hour standby was way
2090 before, uh, before end of January, before that.
2091
2092 Q: And, Vicki, what do we have with the - the City to show that that 24/7 security
2093 did not exist?
2094
2095 Q1: Well, my staff didn't note it 'til...
2096
2097 A2: There's nothing in...
2098
2099 Q1: ...but...
2100
2101 A1: There's nothing.
2102
2103 A2: There's nothing in the record.
2104
2105 A: It's way before that.
2106
2107 A2: Nothin' in the record that they presented us that...
2108
2109 Q: Let (unintelligible).
2110
2111 A2: Okay.
2112
2113 Q: Let her answer.
2114
2115 A2: Okay.

2116
2117 Q: Vicki, were you...
2118
2119 Q1: When we went to City Council, um, and I gave my, uh, update to the City
2120 Council the current status of the property, there was not 24-hour onsite
2121 security at that time, so.
2122
2123 Q: Okay. And how did you find that out?
2124
2125 Q1: Um, from the inspections that we had been doing and, uh...
2126
2127 A: You (unintelligible).
2128
2129 Q1: ...the activity that had been occurring on the property. And - and, you know,
2130 some of my discussions with, um, Ms. (Lao). I mean, we - we talked
2131 repeatedly about the issues that were going on. And I'd have to go back and
2132 pull emails, you know, as to the exact dates, but, you know, sh- I know that
2133 once I made her aware what - of what she needed to do, um, she agreed to do
2134 it, but it didn't t- it didn't happen overnight. It was something that took a
2135 couple weeks to, um...
2136
2137 Q: So, it was beyond the (unintelligible)? (unintelligible)?
2138
2139 Q1: ...kick in. And really, it didn't occur until March 11th until the contractor was
2140 on site. Sorry.
2141
2142 A2: So...
2143
2144 Q: Okay.
2145
2146 A2: ...so, and - and according, we're being fined from January 18th to February
2147 20th, not March 11th. You know? So...
2148
2149 Q1: Correct. You're only being fined...
2150
2151 A2: And...
2152
2153 Q1: 'til we...
2154
2155 Q: Right. But, I mean...
2156
2157 Q1: ...we...
2158
2159 A3: I got it.
2160

2161 Q: ...she's just sayin' it...
2162
2163 Q1: ...declared it.
2164
2165 Q: ...f- you know, just because she stopped the penalties doesn't mean you can
2166 then stop the security.
2167
2168 A2: Well...
2169
2170 Q: So, let - let's move on here. Fence the entire perimeter of the...
2171
2172 A: I - I can show...
2173
2174 Q: ...property.
2175
2176 A: ...the bill.
2177
2178 A2: Okay. I got it. Go ahead.
2179
2180 A: Okay, for 24-hour...
2181
2182 Q: What - what was...
2183
2184 A: ...standby.
2185
2186 A2: Go ahead. Go ahead.
2187
2188 Q: All right. So, was the fencing done within the...
2189
2190 Q1: No, the fencing wasn't done 'til the contractor got onsite.
2191
2192 Q: When was that?
2193
2194 Q1: Uh, that was not until March.
2195
2196 Q: Okay.
2197
2198 Q1: Yeah. The...
2199
2200 Q: All right.
2201
2202 Q1: ...fencing, um, actually, February 21st. The - they started installing on the Fe-
2203 uh, February 21st.
2204
2205 Q: Okay. All right. And then...

2206
2207 A2: I'll - I'll just state, there's nothin' of record to show that.
2208
2209 Q: All right. Contact the City Code Enforcement propose and agree upon an
2210 action plan and...
2211
2212 A2: Right.
2213
2214 Q: ...timeframe.
2215
2216 A2: Right.
2217
2218 Q: All right. So when -when did you - did you ever hear...
2219
2220 A1: Did they...
2221
2222 Q: ...from...
2223
2224 A2: Okay.
2225
2226 Q: ...Ms. (Lao), um...
2227
2228 A3: Okay.
2229
2230 Q: ...up and through February 20th...
2231
2232 A2: Uh, here's...
2233
2234 Q: ...where she proposed a comprehensive plan of action?
2235
2236 A2: Well, I'll - I'll give you, on February 14, 2019, here's the contract that she
2237 hired - not only proposed, she...
2238
2239 Q: No. I'm asking about whether the owner proposed...
2240
2241 Q1: Sh...
2242
2243 Q: ...if there was...
2244
2245 Q1: It was not pro...
2246
2247 Q: ...an agreed plan and timeframe acceptable to the City?
2248
2249 A2: Well...
2250

2251 Q: Was that ever done within the, um...
2252
2253 Q1: No.
2254
2255 Q: ...after the Notice and Order?
2256
2257 A2: Okay.
2258
2259 Q1: It was done after the Notice and Order, but it was, um, it occurred a couple of
2260 days before we went to City Council.
2261
2262 Q: Okay.
2263
2264 A2: Um, I - here's my objection to that fourth requirement, which is this. She's
2265 being fined, which we find out right now, from January 18th to February 20th.
2266 She had 60 days to do this. So, it's not appropriate to fine...
2267
2268 Q1: She - she did not have 60 days.
2269
2270 Q: No, no, no, no. She - that's not what it says.
2271
2272 A2: Oh, yeah? Where - where does it say?
2273
2274 Q: You're within the - within the...
2275
2276 A2: Within the 60 days.
2277
2278 Q: ...Notice and Order period, which is 10 days, you have to contact 'em. And
2279 then, you have to have...
2280
2281 Q1: Provide...
2282
2283 A2: This...
2284
2285 Q1: ...me a timeline.
2286
2287 Q: ...six - you have 60 days to provide the, um, demolition permits.
2288
2289 A2: Well, what I have is...
2290
2291 Q: But that's not - that's just a separate and part from contacting the City...
2292
2293 A2: Well, she...
2294
2295 Q: ...to agree on a...

2296
2297 A2: ...she's - okay.
2298
2299 Q: ...comprehensive plan.
2300
2301 A2: What I have here, this is her Order that she's being charged for \$30,000 for. It
2302 says, "Contact City Code Enforcement and propose and agree upon an action
2303 plan and timeframe acceptable to City for you to hire a Nevada-licensed
2304 contractor to obtain all required demolition, etcetera." It...
2305
2306 Q: Correct.
2307
2308 A2: ...doesn't tell me, "You gotta do that...
2309
2310 Q1: It's under...
2311
2312 A2: ...10 days or 20 days...
2313
2314 Q1: ...the category of...
2315
2316 Q: No, it's 10...
2317
2318 Q1: It's under the not later than January...
2319
2320 A2: Yeah, January...
2321
2322 Q1: ...18th.
2323
2324 A2: ...18th.
2325
2326 Q: Right.
2327
2328 A2: Right.
2329
2330 Q1: I did not have a timeframe. She did not provide anything until about two days
2331 before we went to City Council, when she, um, signed the contract with CGI.
2332
2333 A2: Okay. What - what type, uh...
2334
2335 Q1: She wanted months and months to go out and get all these bids and
2336 everything. And at that time, I was telling her, "No, you don't have time to do
2337 that. You need to make a decision now and get it going...
2338
2339 A2: And - and she was...
2340

2341 Q1: ...the process.”
2342
2343 A2: ...communicating with you during that time period. And she’s...
2344
2345 Q1: And I told her it wasn’t...
2346
2347 A2: Right.
2348
2349 Q1: ...acceptable.
2350
2351 A2: I got it. And she said, “I got it,” right? And she got it done, didn’t she?
2352
2353 Q1: Uh, February 20th, not...
2354
2355 A2: Oh, okay.
2356
2357 Q1: ...not - not January 18th.
2358
2359 A2: I’m - I’m sorry, Ms. (Lao). You got it done within 60 days, but it’s too bad,
2360 because you didn’t...
2361
2362 Q1: It’s a...
2363
2364 A2: ...you didn’t communicate that to her.
2365
2366 Q1: ...it clearly states the 60 days w- was...
2367
2368 A2: Yes.
2369
2370 Q1: ...for her to get the demolition going and get the permits going.
2371
2372 A2: Well, you know, she did it. So, we’re gonna fine her 30 day- \$30,000...
2373
2374 Q1: Yeah.
2375
2376 A2: ...because even though she did get it done within the times - time period, that’s
2377 okay, because she didn’t communicate it with you. And - and j- she didn’t tell
2378 me...
2379
2380 Q1: But she didn’t meet that requirement. On January 18th, she did not have a plan
2381 submitted to me for consideration.
2382
2383 A2: It doesn’t say, “Submit a plan.”
2384
2385 Q1: Yes, it does.

2386
2387 A2: It says - it says, "Propose and agree upon an action plan." It doesn't say she
2388 has to send somethin' in writing. You can talk on the phone and say, "Okay. I
2389 got it. I gotta get it done within 60 days."
2390
2391 A1: And you have an email...
2392
2393 A: We did talk. Yeah.
2394
2395 A1: ...you have an email stating that you talked on the phone with her multiple
2396 times.
2397
2398 Q1: I did talk to her multiple times.
2399
2400 Q: Throughout...
2401
2402 A2: About - about...
2403
2404 Q1: And clearly kept...
2405
2406 A2: ...doin' the plan.
2407
2408 Q1: ...telling her, "You need to give me your plan so that we can - we can review
2409 it."
2410
2411 A: You never said about plan.
2412
2413 Q1: Okay. Well...
2414
2415 A2: Okay, but...
2416
2417 Q1: It says an action plan right there.
2418
2419 A2: ...okay, Ms. (Lao), let me...
2420
2421 Q1: What's an action plan?
2422
2423 A2: ...ask you a question.
2424
2425 A1: An action plan is the demolition that you knew she was engaging contractors
2426 to demolish.
2427
2428 A2: Uh - uh, what you - yeah.
2429
2430 A1: Is demoli- is demolish an action plan?

2431
2432 A2: "Okay. I'll hire someone to demolish it within 60 days and pull the permits.
2433 That's my plan." Is that - did you tell her that?
2434
2435 A: That was in the conversation, yes.
2436
2437 A2: Did you tell her. "Okay, I'll do it?"
2438
2439 A: Of course.
2440
2441 Q1: Mmm.
2442
2443 A: In fact, I told her, "Don't hire anyone else. I'm about to sign in a contract."
2444 And she went ahead and got all kinds of bid, so I was told later. Right.
2445
2446 Q1: And that...
2447
2448 A2: But - but you...
2449
2450 A: Yeah.
2451
2452 A2: ...hired someone. You told her...
2453
2454 A: Yes.
2455
2456 A2: ...you'd do it and you...
2457
2458 A: Yes.
2459
2460 A2: ...did it?
2461
2462 A: Definitely.
2463
2464 Q: Okay. Was the building demolished within 60 days of...
2465
2466 A2: No, uh..
2467
2468 Q: ...January 18th?
2469
2470 Q1: No, they just finished, uh, the demolition as of yesterday.
2471
2472 Q: All right.
2473
2474 A2: Well, it's, uh - uh, it doesn't...
2475

2476 Q1: The...
2477
2478 A2: ...say it has to be demolished. It says the permits have to be pulled...
2479
2480 Q: And demolished.
2481
2482 A2: ...no - no later, uh, I'm reading, "Obtain all required demolition permits no
2483 later than 60 days from the date of this the noa- the Notice, demolition the
2484 building and remo-," you know what? That's a requi...
2485
2486 Q: No, read everything.
2487
2488 A2: Okay. It that's the requirements...
2489
2490 Q: The - the required permit...
2491
2492 A2: ...then that's impossible.
2493
2494 Q: ...first, you have to get a permit. Then you demolish the building. And then,
2495 remove all the demolition.
2496
2497 A2: Okay. So...
2498
2499 Q: (Unintelligible) had to be done in 60 days.
2500
2501 A2: Okay. That's impossible.
2502
2503 Q: No, it isn't.
2504
2505 A2: That is impossible. Or...
2506
2507 Q: No.
2508
2509 A2: ...that - 60 days to demolish that building is impossible. So, that's - that
2510 requirement is illusory and impossible. Come - I mean, we're trying to be
2511 reasonable and fair here. "Okay. You owe \$30,000 because you couldn't get it
2512 done in time, in 60 days," which would be impossible anyway.
2513
2514 A: Nobody can do it.
2515
2516 Q: Okay. All right.
2517
2518 A2: You know, look, we - we recognize that the City had issues with the property
2519 after the fire. You know, if this was an issue where we're talkin' about a \$20-
2520 25,000 and we call it a day, we wouldn't even be here right now. But this is an

2521 issue of \$110,000. And so, it's - it - it's very serious and, uh, you know, that's
2522 why we're asking you to consider all this stuff when you're makin' a decision.
2523
2524 Q: Okay. All right. Okay. Um, all right. So, that takes - to me, that takes care of
2525 the issues on 233 South 6th Street. So, um, let's move on to 232.
2526
2527 Q1: I'm just gonna go out and tell the person that had a ten o'clock...
2528
2529 Q: Do you want a break?
2530
2531 Q1: ...hearing that, uh, it'll be a while.
2532
2533 Q2: (Unintelligible).
2534
2535 Q1: (Unintelligible).
2536
2537 Q: Okay.
2538
2539 A2: 232?
2540
2541 Q: Do you wanna take a break? We've been at it a while here.
2542
2543 Q1: We can take a...
2544
2545 A2: Um...
2546
2547 Q1: ...break if you want.
2548
2549 Q: Let's take a five-minute break and stretch our legs. Okay?
2550
2551 A2: Okay.
2552
2553 A1: (Unintelligible).
2554
2555 A: Thank you.
2556
2557 A1: Okay.
2558
2559 Q1: (Unintelligible).
2560
2561 A2: Let's go outside for (unintelligible).
2562
2563 A: Yeah.
2564
2565 A1: Okay.

2566
2567 A2: Are we on the...
2568
2569 Q1: Okay. We're back on.
2570
2571 Q: Yeah, we're on the rec- back on...
2572
2573 A2: Okay.
2574
2575 Q: ...the record.
2576
2577 A2: Why don't you close that door, (Bob)? So, in any event, um, what I was
2578 saying is I - I saw that you already marked approved on this for the sanctions
2579 and stuff like that.
2580
2581 Q: Uh, I...
2582
2583 A2: And...
2584
2585 Q: ...I - I disagree with ya on that.
2586
2587 A2: Oh.
2588
2589 Q: I did not.
2590
2591 A1: Uh, there's - I see marks on it right now, sir.
2592
2593 Q: It says "appeared."
2594
2595 A2: Oh, appeared.
2596
2597 A1: Oh.
2598
2599 A2: Oh, okay.
2600
2601 A1: Okay.
2602
2603 A2: Oh, okay.
2604
2605 A: We're...
2606
2607 A2: So...
2608
2609 A: (Unintelligible). And we wanna end today. End today. Yeah.
2610

2611 A2: And, yeah. No. So, um...
2612
2613 A: Very inconvenient for us.
2614
2615 A2: ...we have the s- and we - we have the same arguments for the - the other
2616 property. Uh, you have our letter. You know, we could go forward. I know that
2617 you have the other hearing. And we're...
2618
2619 A1: (Unintelligible).
2620
2621 A2: ...we're happy to go forward, but I - I think we covered our bases on
2622 everything that we wanted to present.
2623
2624 Q: Okay. My question is, do you have anything to supplement your email, um,
2625 brief that you sent in yesterday? Do you wanna add anything to that on the
2626 other two properties, which would be 232...
2627
2628 A1: 232 and, um...
2629
2630 Q: ...and 615...
2631
2632 A3: Yeah. Um...
2633
2634 Q: ...615 as far as...
2635
2636 A3: ...we're having a meeting right now. (Unintelligible).
2637
2638 Q: ...do you have anything...
2639
2640 A2: You know, I - I...
2641
2642 Q: (Unintelligible).
2643
2644 A2: ...think it's...
2645
2646 A1: (Unintelligible) 21...
2647
2648 A3: (Unintelligible).
2649
2650 A1: ...and 233 are all for - 233 are also included in the - in the protest...
2651
2652 Q: Okay. All right.
2653
2654 A1: ...letter.
2655

2656 A2: Yeah. And I - I think - I think it's - you know, I can't...
2657
2658 Q: Right.
2659
2660 A2: ...you know, we s- everything we presented to the City and gave to you and
2661 vice versa is...
2662
2663 Q: Okay.
2664
2665 A2: ...everything that's...
2666
2667 Q: So...
2668
2669 A2: ...of record, so.
2670
2671 Q: ...all right. This is what I'm gonna do is I'm gonna ask (Emily) would you
2672 make a copy of the recording and you can send it to me in your...
2673
2674 Q2: Mm-hm.
2675
2676 Q: ...usual (unintelligible). And then, I'm gonna listen to this whole hearing
2677 again. And I'll make a decision...
2678
2679 A2: Okay.
2680
2681 Q: I'll give you both, uh, a, uh, I will give you a (unintelligible) decision just like
2682 I give - did when I was doin' arbitrations.
2683
2684 A2: Okay.
2685
2686 Q: Uh, I don't - and I'm just not going to fill out this form here. It'll be an
2687 attachment that I'll make to it. And...
2688
2689 A2: Okay.
2690
2691 Q: ...um, s- that way, you'll under- whatever I decide, uh, you'll at least have my
2692 reasoning rather than just a conclusion. And, um, hopefully, that will, um, at
2693 least you'll know where I - I stand on that. So, okay?
2694
2695 A2: Okay. Okay.
2696
2697 Q: And so...
2698
2699 A2: Thank you.
2700

2701 Q: ...that - that would conclude the hearing.

2702

2703 A2: Okay. Thank you.

2704

2705 Q: And I...

2706

2707

2708 The transcript has been reviewed with the audio recording submitted and it is an accurate
2709 transcription.

2710 Signed _____



FLANGAS LAW FIRM, LTD.

LEO P. FLANGAS, ESQ.

September 24, 2019

VIA FACSIMILE: (702) 382-4341

City of Las Vegas Department of Planning
Code Enforcement Division
Attn: Vicki Ozuna, Code Enforcement Section Manager
333 N. Rancho Dr., 6th Floor
Las Vegas, NV 89106

Re: 233 S. 6th Street
Case #CE-195118

Re: 232 S. 7th Street
Case #CE-195119

Re: 615 E. Carson
Case #CE-195540

Dear Designee:

Good Earth Enterprises, Inc. and/or LIG Land Development, LLC (as appropriate, the "Owner"), through its attorneys, Flangas Law Firm, Ltd., hereby protests the abatement fees and civil penalties that the City would like to impose against the Owner for the properties listed above (individually, the "233 Property," the "232 Property," and the "615 Property;" collectively, the "Properties").

This protest is based upon the many reasons to be presented at the hearing, but generally revolve around the following points: 1) Abatement through "Emergency Boarding" is improper and violated Owner's due process rights; and 2) Owner never received proper notice and therefore cannot be assessed fines for non-compliance in violation of Owner's due process rights; and 3) Owner did comply and penalties continued to be assessed.

ARGUMENT

Generally, it appears that the City is combining all of the Properties together for purposes of this September 25, 2019 Hearing. The City also appears to be combining the 233 Property with the 232 Property in its reports and documentation supporting its recommendations for this Hearing.

The Owner's primary protest is that the premise that the City is operating upon is faulty. Specifically, there is/was no authorization for Abatement through Emergency Boarding at the time Abatement was completed on December 20, 2018, and no Notice and Order was ever properly given for any of the Properties, let alone the 233 Property. According to the Chronology of Events on the Code Enforcement Case Report for the Property ("Case Report"), the City first inspected the 233 Property for the alleged violations at issue on December 6, 2018. At that time, the Case report states that there would be a Notice and Order, as was explained to Robert Mann, the Owner's Local Representative ("Representative"). No Notice and Order was ever sent to the Owner, or

Representative, and as will be discussed, the only Notice and Order was placed at the Property, in contravention to LVMC 9.04.050(B)(3).

Shortly thereafter, Requests for Quote ("RFQ") were sent to contractors on December 10, 2019, with responses due no later than 5 P.M. on December 17, 2018. The Case Report also states that on December 10, 2018, there would be "NO 10 DAY" even after the City verbally advised Owner's Representative, that there would be an upcoming Notice and Order. This violated the Owner's due process rights because based on the conversation between the City and the Representative, Owner should have been given notice to abate the nuisance and under 9.04.050, even if the Representative was told about the alleged issues, verbal notice is not valid.

On December 17, a fire occurred at the 233 Property and/or the 232 Property, and the Case Report states that Metro and Fire deemed the property an imminent hazard due to unsecured elevator shafts, and that CGI was contacted to board and secure the property that day. However, the Representative was also present on December 17, 2018, and informed the City that he would be boarding the property as soon as possible. Although the City knew that the Owner would take steps to secure the building, the City prevented Owner from doing so by engaging CGI to perform the work before Owner had an opportunity to do so. In fact, CGI arrived at the property just before the Representative was going to purchase materials for abatement.

The Case Report next states that the 233 Property and/or the 232 Property was inspected on December 19 and that CGI could not complete abatement because it was believed homeless people were in the building, and that Marshalls and Metro came on December 20, 2018 to remove homeless people from the building. CGI was able to complete abatement on December 20, which is 14 days after the December 6 inspection. This does not appear to be "Emergency Boarding" as the City contends and instead appears to be done in the City's regular course of business.

An inspection was completed on December 6, 2018, and an RFP went out to contractors four days later. The same date requests were due back, the City declared the property to be an imminent hazard, which the City could have, and should have noticed on December 6. Ultimately, it took another three days to complete the abatement. If Owner was given proper notice on December 6, the issues may have been remediated before December 20.

Furthermore, even if it was "Emergency Boarding," and it is clearly not, the City does not justify its Nuisance Abatement Fee. Instead, it provides an almost obscene invoice of \$18,698 from CGI as alleged "backup." The most glaring problem is that CGI is allegedly charging \$105 per piece for 138 pieces of sheathing used to board doors and windows at the property, which accounts for over \$14,000 of the invoice. Additionally, the City never provides any proof of payment to CGI for this, or any amount.

The Case Report also indicates that Owner was attempting to maintain the 233 Property and/or the 232 Property under the LVMC with "before abatement" pictures that show boarded doors and windows, and even fences around the property. However, according to the Case Report, doing so was dangerous to Owner, Representative, and any other Contractor that would have been engaged to maintain the Property. At the very least, the Case Report states that there was a complaint about the Property on December 16, 2018, that the barriers and barricades in place

before the alleged "Emergency Boarding" were being moved by one or more persons "armed to the hilt" who were breaking and entering into the property. Yet, the City does not present any evidence that they attempted to assist the Owner in making the Property safe to maintain. Even after the alleged "Emergency Boarding" the City notes that there was "a hole in board on west side," a "window broken," and a "board on northside of building appeared to have been tampered with."

On January 8, 2019, the Case Report states that "44" posted Notice and Order on "front building board." This is not adequate notice under 9.04.050 (B), which specifically states "A notice of violation may be served... by posting the notice in a conspicuous place on the property; provided however, that service by posting shall only be used when the authorized official cannot determine the last known address of the owner or responsible party." Here, the documents submitted for this hearing provide the Address for Good Earth Enterprises, Inc., in San Francisco, CA. The Owner has not changed in many years and any notice should have been sent to Owner. Alternatively, the Case Report also indicates that on January 8, "44" spoke to Bob and obtained Bob's (the Representative) address. Ostensibly, the Representative, whose address was known at least as of January 8, 2019, could have been considered a responsible party to whom notice was appropriate. The City provided faulty service of the notice, if any at all. There is no indication which dates incurred penalties amounting to \$32,000 for the 233 Property and it can be inferred that the City is arbitrarily assigning fines to Owner.

The City also states in its "Staff Report" that it provided notice to Owner on January 10, 2019, for the 232 Property. However, it makes no mention of how the City provided notice to Owner. The "Staff Report" is silent on that subject, and there is no evidence of notice being sent certified mail with return receipt requested. There is also no indication which dates incurred penalties amounting to \$30,000 for the 232 Property and it can be inferred that the City is arbitrarily assigning fines to Owner.

The limited documentation that the City provides for the Hearing is even more limited for the 615 Property. All that exists is a case report (the "615 Case Report") and invoice from Junkman for \$20,000 that does not have any breakdown of costs or work performed. The 615 Case Report states that on January 28, no openings were observed, but an opening was observed on February 14, 2019. No notice was ever provided to Owner. After the fire occurred at the 615 Property on or about February 22, 2019, the City found the owner of record through the California Secretary of State's website, but never tendered notice to Owner. Instead, the City proceeded with an alleged "Emergency Board Up" on February 25, 2019. There is no evidence whatsoever that the City posted notice at the 615 Property, or sent it to anyone via certified mail, return receipt requested under 9.04.050.

Ultimately, even without proper notice, Owner secured CGI to handle the total demolition of the Properties, and all other properties on the block under Owner's family of individuals and entities' control. Owner provided fencing around these Properties as noted in the Case Report on February 21, 2018. 24-hour security was placed on site, permits were obtained, and asbestos was subsequently removed. Demolition of the Property (and the rest of the properties on the block) started on or about March 13, 2019 and is now totally complete, at no cost to the City.