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2 DISTRICT ATTORNEY, COUNTY OF SHASTA
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FILED

MAR 18 2016

CLERK OF THE SUPERIOR COURT
BY: G. HOYT, DEPUTY CLERK

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SHASTA
12

13 THE PEOPLE OF THE STATE OF)
14 CALIFORNIA,)

Civil Case No.: 183647

15 Plaintiff,)

FINAL JUDGMENT

16 vs.)

17 G.N.D.J. INC., individually and)
18 dba REDDING INN;)
19 MANINDERJIT SINGH BATH; and)
DOES 1 - 30)

20 Defendants.)
21)

22
23 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA (hereinafter
24 "Plaintiff"), having filed its Complaint herein, and appearing through their attorneys,
25 STEPHEN S. CARLTON, District Attorney of Shasta County, by Anand "Lucky"
26 Jesrani, Senior Deputy District Attorney, and Defendants G.N.D.J. INC., individually and

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SUPERIOR COURT

1 dba REDDING INN; and MANINDERJIT SINGH BATH (hereinafter collectively
2 referred to as "Defendant") appearing through their attorney Robert West, Esq., stipulate
3 to the entry of this Final Judgment without the court taking evidence. All parties waive
4 their right of appeal, agree that the presumption set forth in *California Civil Code* section
5 1654 is not applicable, and that there is no presumption that documents should be
6 interpreted against any party.

7 IT APPEARING TO THE COURT that Plaintiff and Defendant, having
8 stipulated and consented to the entry of this Final Judgment prior to the taking of any
9 proof, and without trial or adjudication of any fact or law herein, and without this Final
10 Judgment constituting any admission by defendant regarding any issue of fact or law
11 alleged in the Complaint; and good cause appearing therefore,

12 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

13 **JURISDICTION**

14 1. This Court has jurisdiction of the parties to this Judgment and of the subject
15 matter in this action, and that the injunctive provisions of this Judgment are issued
16 pursuant to Business and Professions Code § 17203.

17 **APPLICABILITY**

18 2. The provisions of this Judgment, including the injunction contained herein, are
19 applicable to Defendant and Defendant's: owners, shareholders, successors, assigns, and
20 all persons, corporations or other entities acting in concert or participation with
21 Defendant who have actual knowledge of this judgment. Additionally, the provisions of
22 this Judgment are also applicable to Defendant, its owners, shareholders, agents,
23 officers, employees, representatives and all persons, corporations or other entities acting
24 by, through, under, or on behalf of Defendant.

1 Civil Code laws relating to public nuisance, and in accordance with industry standard
2 hotel/motel management practices, if Defendant operates a business at the
3 PROPERTY the Defendant is ordered to perform and/or implement the following at
4 the PROPERTY (paragraphs 9-12):

5 9. SECURITY MEASURES:

- 6 a. Within 60 calendar days of the date of entry of this Judgment, Defendant
7 shall, for a period of four months, contract the services of an independent,
8 professional, state-licensed security company to handle security duties at
9 the hotel premises which shall include an armed, uniformed security
10 guard, present from 8:00am to 5:00pm Monday through Friday, who shall:
11 conduct continuous foot patrols of the premises, including the parking lot
12 and other common areas, strictly enforce comprehensive hotel rules and
13 policies, contact individuals who are loitering on the hotel premises, and
14 provide written reports of contacts and problems on the premises.
- 15 b. If there has been a significant reduction in criminal or nuisance activity at
16 the PROPERTY during this four month period, Defendant may reduce the
17 on-site armed uniformed security guard to a patrol security service where
18 the patrolperson would make not less than seven inspections within a 24
19 hour period (at least three daytime checks and four nighttime checks, and
20 at least any one of the patrol inspections to be a walk-thru check).
21 Defendant shall be required to contract for this patrol security service for a
22 period of eight months.

- 23 i. Defendant shall consult with the District Attorney's Office before
24 making the modifications from the armed security guard to the
25 patrol service.
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- c. Defendant shall direct their security company to send photocopies of security logs and any incident reports to the attention of Senior Deputy District Attorney Anand "Lucky" Jesrani, Shasta County District Attorney's Office, 1355 West Street, Redding, CA 96001, on a weekly basis by email (Ljesrani@co.shasta.ca.us) or regular mail, for the entire period that security services are occurring at the PROPERTY. If the security company is unable, unwilling, or otherwise fails to send photocopies of security logs and incident reports to the District Attorney's Office, Defendant shall be responsible for doing so.
- d. After a total of twelve continuous months from the date security services are obtained at the PROPERTY, Defendant may request the termination of the requirement of the security service at the PROPERTY. This request will be reviewed by the District Attorney's Office. Defendant shall not terminate security at the PROPERTY or make modifications during that one-year period without the prior consultation and written approval from the District Attorney's Office. Plaintiff shall grant the termination request if: Defendant is in full compliance with this Judgment at the time of the request and there has not been any significant criminal or nuisance activity at the PROPERTY.
- e. If, after security services are terminated at the PROPERTY, the nuisance activity returns, the Defendant must consult with the District Attorney's Office about re-hiring security at the PROPERTY.
- f. Within 75 calendar days of the date of entry of this Judgment, Defendant shall complete an installation of operating security cameras at the PROPERTY. Defendant shall ensure that these cameras capture all ingress into and egress from each guest room, the entire parking lot, and the registration office. The resolution of these cameras shall be such that

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the camera clearly captures the faces of all individuals recorded. The security cameras shall have the capability to record and shall be activated at all times to do so. Defendant agrees to provide Plaintiff with a copy of a map identifying the specific locations of the cameras on the PROPERTY.

g. Defendant shall maintain the security camera recordings for a period of at least seven (7) calendar days. Upon written request, Defendant shall make the video footage available to view at the PROPERTY by law enforcement officers as soon as reasonably practicable, with the understanding that the General Manager of the hotel must be available to assist in making the video footage available for review. Defendant shall provide copies of the recordings to law enforcement officers upon written request to the General Manager of the motel at the PROPERTY. Defendant agrees to provide a copy of requested video footage to law enforcement officers as soon as reasonably practicable taking into consideration the access and availability of the footage, including the availability of the General Manger of the hotel, the scope and complexity of the request, and the availability of outside vendors who may be required in order to comply with the request.

h. Within 60 calendar days from the date of entry of this Judgment, Defendant shall post, maintain and enforce, visibly conspicuous professionally printed signs on the PROPERTY that advise hotel guests and others that the PROPERTY is under video surveillance and that any illegal activity will be reported to the Redding Police Department. The signs shall state:

“TRESPASSING, LOITERING, AND WEAPONS ARE PROHIBITED, VIDEO CAMERAS ARE LOCATED ON

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THE PROPERTY. ANY ILLEGAL ACTIVITY WILL BE REPORTED TO THE REDDING POLICE DEPARTMENT.”

- i. Defendant authorizes the Redding Police Department to enforce the activities prohibited by any of the signs on the PROPERTY.
- j. Unless specifically requested by law enforcement officers, Defendant shall not warn or otherwise contact hotel guests to advise them of the presence of law enforcement on the premises.
- k. Defendant shall create a "DO NOT RENT" list, which will consist of persons known to Defendant to have created significant problems at the PROPERTY or persons identified by law enforcement in writing to Defendant. Defendant shall not knowingly allow any individual to rent a room, loiter, or to otherwise remain on the PROPERTY who is on the "DO NOT RENT" list.
- l. Defendant shall use high intensity lighting throughout the exterior of the building and perimeter of the PROPERTY and immediately replace any worn or damaged lighting.
- m. Defendant shall cooperate with law enforcement officers in identifying and/or locating hotel guests who law enforcement has identified as being on probation, parole, 4th amendment waivers, or outstanding warrants.
- n. Defendant shall provide to all current and future employees, immediately succeeding owners, and relevant Management personnel, a copy of this Judgment, and instruct, inform, and educate such employees, owners, and managers of their responsibilities and duties to become completely familiar with and to fully implement the requirements outlined in this Judgment.

10. OPERATIONAL RULES - Defendant agrees to abide by the following operational rules:

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- a. Immediately report any and all suspicious criminal activity to Redding Police Department. Such suspicious activity shall include but is not limited to: excessive pedestrian traffic to certain hotel rooms without reasonable explanation (particularly involving different individuals coming and going in a relatively short period of time) or loitering in the hallways or the parking lot.
- b. Register the hotel guest before allowing them to check-in and occupy any hotel rooms including obtaining and verifying a legitimate government-issued picture identification card for the registered guest.
- c. Properly maintain guest registration logs so that they are accurate and complete. This shall include, but is not limited to, requiring that Defendant or their employees themselves fill out the guest registration logs with proper information such as the full name of all adults occupying the room, address of the person paying for the room, year, month, day, and hour of arrival, assigned room number, and date of check-out. Defendant shall retain the guest registration logs on the premises at all times for a three-year period.
- d. Upon law enforcement request, immediately furnish guest registration logs.
- e. For at a least a total of twelve months from the date of this Judgment, Defendant shall legibly and accurately record vehicle information provided by each registered guest or visitor on the hotel PROPERTY, including the color, make, model, license plate number, and state of issuance of each vehicle. Additionally, Defendant shall issue each registered guest or visitor who provides vehicle information a placard or similar card to be placed inside of the vehicle in a visible place on the windshield of the vehicle. Defendant shall require all guests to list all

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vehicles to be parked on the PROPERTY upon registering and inform all registered guests to instruct their visitors to register their vehicles with the front desk if parked on the PROPERTY. Defendant shall not be held responsible for any registered guest or visitor that fails to provide accurate vehicle information to staff or security, provided that Defendant uses reasonable efforts to investigate any instances where staff or security reasonably believes a guest/visitor may have been provided inaccurate information.

- f. For at a least a total of twelve months from the date of this Judgment, Defendant shall patrol the parking lot at least four times a day and check all parked cars for the required placard. For those vehicles parked in the hotel lot without the required placard, Defendant will leave a note on the vehicle notifying the owner that the car must be registered with the front desk or the car could be towed.
- g. All vehicles found in the hotel parking lot without the required placard will be logged with the front desk, including the recordation of license plate information.
- h. Take all reasonable steps necessary to not allow unregistered visitors to be on the PROPERTY between the hours of 8:00 p.m. to 8:00 a.m. To the extent reasonably possible, Defendant shall require all visitors on the PROPERTY within the 8:00 p.m. to 8:00 a.m. time period, to sign a log at the front desk and present a valid government-issued picture identification. In order to comply with this provision, Defendant shall also be required to request that all visitors encountered by staff or security during the 8:00 p.m. to 8:00 a.m. time period to provide the required information.

- 1 i. Post professionally printed signs in English and Spanish, at the check-
2 in/registration counter stating the following:

3 "ALL GUESTS AND VISITORS MUST PRODUCE LICENSE
4 PLATE INFORMATION FOR ALL VEHICLES PARKED ON
5 THE HOTEL PREMISES.

6 BETWEEN THE HOURS OF 8:00 P.M. AND 8:00 A.M., ALL
7 VISITORS OF REGISTERED HOTEL GUESTS MUST
8 PRODUCE VALID PHOTO IDENTIFICATION."

- 9 j. Institute a policy that all registered guests must present a credit card as a
10 guarantee upon check in at the PROPERTY. However, if a guest chooses
11 to pay for a room in cash, a security deposit of at least \$100 per room or
12 the maximum amount permitted by innkeeper laws, whichever is lower,
13 must be made by a guest before they may obtain a room at the
14 PROPERTY. The return of the security deposit to the guest will be at the
15 discretion of Defendant and its employees.
- 16 k. Do not rent rooms on an hourly or short-term basis. The customary full-
17 day rental rate, or weekly rate, should be collected for each and every
18 rental.
- 19 l. Do not knowingly rent rooms to anyone under 18 years of age.
- 20 m. Ensure that check-in staff has each registered guest sign a registration
21 card and each visitor who presents themselves at the front desk sign a
22 visitors log (pursuant to paragraph 10c and 10h).

23 11. RULES REGARDING HIRED EMPLOYEES:

- 24 a. Obtain written employment applications from all prospective employees.
25 Defendant shall require that the applicant truthfully provide on the written
26 employment application their full name, including any aliases, residence
address, employment history (with names of employer companies,

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employer address, contact numbers and names of supervisors) going back at least five years, work references, job-related experience, and a criminal history background consistent with state and federal laws and U.S. Equal Employment Opportunity Commission (EEOC) guidelines.

- b. Defendant shall not employ any individual who does not completely fill out an employment application.
- c. Before employing any individual, Defendant shall verify the information contained in the individual's employment application by contacting past employers and references.
- d. The employment application shall state that any false information that is provided may constitute good cause for exclusion from employment/termination.

12. ADDITIONAL REQUIREMENTS:

- a. Within 60 calendar days from the date of entry of this Judgment, Defendant shall create a comprehensive set of written hotel rules and regulations and submit it to the District Attorney's Office. Among other things, Defendant shall ensure that the written hotel rules and regulations specify that a violation of the provisions shall constitute a breach and may result in (a) the immediate removal of the guest(s); or (b) their permanent exclusion from being able to rent or otherwise come back onto the PROPERTY.
- b. Within 60 calendar days from the date of entry of this Judgment, Defendant shall allow the District Attorney's Office and/or Redding Code Enforcement to conduct a random inspection of up to 8 random guest rooms at the PROPERTY, concerning insect and/or vermin infestation (namely bed bugs). Should the inspection find the existence of insect and/or vermin infestation in any of the randomly inspected guest rooms,

1 Defendant, within 45 days of the mailing of the report to Defendant, shall
2 be required to cure the violations and ensure that no guest rooms at the
3 PROPERTY are in violation. Plaintiff shall arrange a subsequent random
4 inspection to confirm that the violations were corrected.

5 **MONETARY RELIEF**

6 13. Defendant is hereby ordered, to pay civil penalties, costs, and *Cy Pres*
7 restitution in the total amount of **\$35,000.00** in accordance with the terms below:

8 a. Civil penalties in the amount of **\$18,000.00** pursuant to Business &
9 Professions Code §17206, with the payment made payable to: Shasta
10 County District Attorney's Office.

11 i. **\$10,000.00** of these penalties are immediately suspended. These
12 suspended penalties shall only be imposed if Defendant fails to
13 complete paragraphs 9-12 as required.

14 ii. Plaintiff agrees to notify Defendant in writing if imposition of the
15 suspended penalties will be sought by Plaintiff and on what basis.

16 b. Costs in the amount of **\$2,000.00**, pursuant to Business & Professions
17 Code §17203, to the Shasta County District Attorney's Office, with the
18 payment made payable to: Shasta County District Attorney's Office.

19 c. Costs in the amount of **\$2,500.00**, with the payment made payable to:
20 Redding Police Department.

21 d. Cy Pres: The parties having recognized the impossibility of identifying
22 aggrieved consumers who suffered actual loss, the impracticality of
23 providing direct restitution to said consumers, and that the
24 disproportionate cost of making restitution to individual consumers would
25 far exceed the benefit consumers would gain; the Court therefore orders,
26 pursuant to Business & Professions Code §17203, Defendant shall pay
restitution in the form of *Cy Pres*, in the amount of **\$12,500.00** to the

1 Redding Police Department's "Neighborhood Police Unit" program
2 (payment made payable to: Redding Police Department, with
3 "Neighborhood Police Unit" indicated on the memo line).

4 14. Delivery of all payments identified in paragraph 13 shall be made by way
5 of separate cashier's check, or money order, and due at the time of the filing of this
6 Judgment.

7 15. Except as otherwise expressly provided herein, each party shall bear its
8 own attorney's fees and costs.

9 ENFORCEMENT OF JUDGMENT

10 16. In the event of an uncured default by Defendant as to any amounts due
11 per this Judgment, the entire amount due shall be deemed immediately due and
12 payable as penalties to the District Attorney's Office, and Plaintiff shall be entitled to
13 pursue any and all remedies provided by law for the enforcement of this Judgment.
14 Further, any amount in default shall bear interest at the prevailing legal rate from the
15 date of default until paid in full.

16 17. Nothing in this Judgment shall prevent any party from pursuing any
17 remedies as provided by law to subsequently enforce this Judgment or for violations
18 after the date of this Judgment, including criminal prosecution and civil penalties that
19 may be authorized by law.

20 MISCELLANEOUS TERMS

21 18. If an ambiguity arises regarding any provision of this Judgment that
22 requires interpretation, there is no presumption that documents should be interpreted
23 against any party. The presumption set forth in *Civil Code* §1654 is not applicable.

24 19. Words in the singular form shall be construed to include the plural
25 and vice versa, unless the context otherwise requires. Pronouns in masculine,
26 feminine, and neuter genders shall be construed to include any other gender.

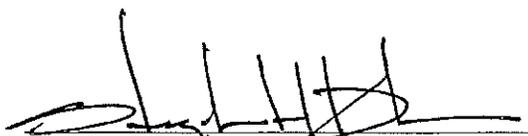
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20. The failure of Plaintiff to enforce any provision of this Judgment shall neither be deemed a waiver of such provision nor shall it in any way affect the validity of this Judgment. The failure of the Plaintiff to enforce any provision shall not preclude it from later enforcing the same or other provisions of this Judgment.

21. The Court retains jurisdiction for the purpose of enabling any party to this Judgment to apply to the Court at any time for such further orders and directions as may be necessary and appropriate for the construction or carrying out of this Judgment; for the modification or termination of any of its injunctive provisions; and for the enforcement of, compliance with, and punishment of violations of the Judgment. The parties waive the right to appeal this Judgment as to form and content.

22. This Judgment shall take effect immediately upon entry thereof and without the filing of a Notice of Entry of Final Judgment.

DATED: March 18, 2016


JUDGE OF THE SUPERIOR COURT