

1 RICHARD DOYLE, City Attorney (#88625)  
GEORGE RIOS, Assistant City Attorney (#077908)  
2 DAISY M. NISHIGAYA, Deputy City Attorney (#186614)  
Office of the City Attorney  
3 200 E. Santa Clara Street  
San Jose, California 95113  
4 Telephone: (408) 535-1900

5 Attorneys for Plaintiff CITY OF SAN JOSE and  
PEOPLE OF THE STATE OF CALIFORNIA  
6

7  
8 DENIS F. SHANAGHER (#100222)  
LUCE, FORWARD, HAMILTON & SCRIPPS LLP  
9 121 Spear Street, Suite 200  
San Francisco, CA 94105  
10 Telephone: (415) 356-4626

11 Attorneys for Plaintiff GINDIN-R&B COMPANY  
12

13 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA  
14

15 CITY OF SAN JOSE; PEOPLE OF THE  
STATE OF CALIFORNIA; GINDIN-R&B  
16 COMPANY

17 Plaintiff,

18 vs.

19 MARTIN & ROSANNA ALVAREZ, et al.

20 Defendants.  
21

NO. 1-96-CV 759667

**DECLARATION OF ALICE  
OGASAWARA IN SUPPORT OF  
PLAINTIFF'S MOTION TO MODIFY  
THE PERMANENT INJUNCTION AND  
FINAL JUDGMENT PURSUANT TO  
STIPULATION FILED ON APRIL 11,  
1997**

**Date: January 29, 2010  
Time: 9:00 a.m.  
Dept: 5  
Judge: Hon. Mary Jo Levinger**

22  
23  
24  
25 I, ALICE OGASAWARA, declare as follows:

26 1. I am the President of ALICENJEN, INC., doing business as REALTY WORLD  
27 PREMIER PROPERTIES (hereinafter "REALTY WORLD") located at 1821 Saratoga Avenue  
28

1 #210, Saratoga, CA 95070. REALTY WORLD provides both real estate services and  
2 professional property management services to the general public. I am a licensed real estate  
3 agent, and I have personally participated in the real estate and/or property management  
4 professions for over thirty-one (31) years.

5 2. On November 27, 2007, REALTY WORLD was approved by the Santa Clara  
6 County Superior Court to provide professional property management for real properties  
7 located in the Santee Neighborhood. A copy of the Court's Order is attached as Exhibit A.

8 3. There are ninety-four (94) fourplexes in the area commonly known as the  
9 Santee Neighborhood. Sixty (60) fourplexes are controlled by a Permanent Injunction and  
10 Final Judgment Pursuant to Stipulation (hereinafter "Permanent Injunction") filed on April 11,  
11 1997. The remaining thirty-four (34) fourplexes are controlled by Permanent Injunctions filed  
12 in September 1996. REALTY WORLD currently manages sixty-four (64) of the total  
13 fourplexes, forty-two (42) of which are controlled by the Permanent Injunction filed on April  
14 11, 1997, a copy of which is attached as Exhibit A to Plaintiff's Request for Judicial Notice.

15 4. Court-approved, professional property managers are third parties who interface  
16 with tenants and property owners to meet the needs of both without favoring one over the  
17 other. Property Managers are charged with the following responsibilities which are set forth  
18 in Paragraph 20 of the Permanent Injunction:

- 19 A. Conduct daily visual inspections of the common areas of the subject  
20 property to ensure decent, safe and sanitary living conditions;
- 21 B. Conduct visual inspections of the interior portions of each of the rental  
22 units at least once every six (6) months to ensure decent, safe, and  
23 sanitary living conditions.
- 24 C. Notify the undersigned Defendants of all needed repairs and  
25 improvements to the subject property, in writing, within twenty-four (24)  
26 hours;
- 27 D. Remove all trash and debris from the common areas of the subject  
28 property on a daily basis;
- E. Take all reasonable necessary steps to ensure that the tenants and  
visitors at the subject property refrain from conducting any illegal drug

1 related activity or engaging in any other illegal activity at and around the  
2 subject property, and otherwise ensure conformity with the provisions of  
3 this Permanent Injunction and Final Judgment Pursuant to Stipulation;

4 F. Take all reasonable necessary steps to ensure that the tenants comply  
5 with the terms of the written Rental Agreement and the written "Rules of  
6 Conduct;"

7 G. Report to the undersigned Defendants, in writing, any and all violations  
8 of the written Rental Agreement, the written tenant "Rules of Conduct,"  
9 and the terms and conditions of this Permanent Injunction and Final  
10 Judgment Pursuant to Stipulation, within twenty-four (24) hours;

11 H. Report to the undersigned Defendants, in writing, and to the San Jose  
12 Police Department, any and all suspected violations of law by any  
13 persons at the subject property;

14 I. Take no action that would violate the provisions of this Permanent  
15 Injunction and Final Judgment Pursuant to Stipulation;

16 J. Attend the monthly "Neighborhood Association Meeting" sponsored by  
17 "Project Crackdown;"

18 K. Perform all of the other duties required of the property manager by the  
19 property owner;

20 L. Document and report to the undersigned Defendants problems in the  
21 fourplex units that come to the attention of the property manager;

22 M. Provide quarterly status reports to the Court-appointed Monitor, which  
23 quarterly reports will be made available to Plaintiffs by the Court-  
24 appointed Monitor upon request.

25 5. In addition, Paragraph 17 of the Permanent Injunction requires that tenants be  
26 provided with written "Rules of Conduct," and that all adult tenants over the age of eighteen  
27 (18) sign a copy of the "Rules of Conduct," at the time that the written rental agreement is  
28 executed. The "Rules of Conduct" require the tenants to conform to the following standards:

A. Comply with all of the terms and conditions of the written rental  
agreement;

- 1 B. Limit the persons who are residing at the residential units to the persons  
2 who are identified and approved for tenancy, and conform to all  
3 applicable State and local occupancy standards;  
4 C. Comply with all applicable parking provisions and refrain from storing  
5 inoperable vehicles;  
6 D. Properly dispose of garbage, in designated trash receptacles;  
7 E. Separate and deposit recyclable materials in designated recycling r  
8 receptacles;  
9 F. Refrain from littering;  
10 G. Use appliances and fixtures in the residential units in a safe and proper  
11 manner.  
12 H. Refrain from storing any personal belongings in an unsafe manner on  
13 any of the exterior portions of the residential premises;  
14 I. Refrain from creating unreasonably loud noise;  
15 J. Refrain from drinking alcoholic beverages in the common areas,  
16 including the carports and driveways; and on the adjacent sidewalk area;  
17 K. Ensure that the tenant's visitors conduct themselves in conformity with  
18 the tenant "Rules of Conduct."

19 6. REALTY WORLD has developed the following forms, attached hereto as  
20 Exhibits B through G, to meet and/or monitor the requirements of the Permanent Injunction:

- 21 A. Credit Application for Month-to-Month Tenancy (Exhibit B)  
22 B. Month-to-Month Tenancy Rental Agreement, with Tenant Rules of  
23 Conduct (Exhibit C);  
24 C. Instructions for Payment of Rent (Exhibit D);  
25 D. Notice to Tenants re Spraying for Cockroaches (Exhibit E);  
26 E. Notice to Tenants re Change in Rent (Exhibit F);  
27 F. 3-Day Notice to Pay Rent or Quit (Exhibit G).

28 7. The requirements for court-approved, professional property management and  
for professional security, as set forth in Paragraphs 11 and 26, respectively, of the  
Permanent Injunction, are largely responsible for the Santee Neighborhood becoming a safer

1 living environment for tenants. I as a Property Manager review the security company's daily  
2 activity reports and identify the fourplexes where drug and/or gang activity are taking place. I  
3 then take the necessary steps to evict problem tenants. Through proper tenant screening, I  
4 keep problem tenants from relocating within the neighborhood to continue their unlawful  
5 activities.

6 8. I take daily proactive action to make Santee a safer and more habitable  
7 neighborhood. I encounter serious problems on a daily basis and take immediate proactive  
8 action to remedy them such as calling: the San Jose Police Department; security; the Santee  
9 Action Center; the City Attorney's Office; Code Enforcement, Green Team garbage  
10 collectors; Robello's Towing; the City of San Jose's Department of Transportation to fix  
11 streets, gutters, and street lights; the Walnut Woods Homeowner's Association; the City's  
12 Graffiti Abatement Team; private attorneys; eviction specialists; title companies; real estate  
13 agents and brokers; persons involved with bank-owned properties, vendors including  
14 contractors, plumbers, painters, electricians, fire extinguisher maintenance company, and  
15 others. I have posted emergency telephone numbers on magnets and given them to the  
16 tenants.

17 9. I regularly attend several recurring meetings such as the monthly property  
18 managers meeting at the Santee Action Center, additional security meetings held in the  
19 neighborhood, tenants' meetings when property management issues are discussed, property  
20 owner meetings, home owner's association meetings, and monthly meetings requested by  
21 the City Attorney to discuss neighborhood issues.

22 10. Some examples of the daily problems I encounter in Santee are:

- 23 A. Gang and Drug Activity;
- 24 B. Graffiti;
- 25 C. Overflowing garbage, recyclable bins, and illegal dumping of mattresses  
26 and other large items of blight;
- 27 D. Residential outdoor lighting and street lights vandalized so the outside  
28 area is dark to inhibit illegal activity;
- E. Expired fire extinguishers and inoperable smoke detectors with missing  
batteries;

- F. Dead landscaping and inoperable lawn sprinklers;
- G. Cockroach and rodent infestation inside fourplexes, and maggots near overflowing garbage dumpsters;
- H. Mold inside fourplexes and inoperable refrigerators and stoves;
- I. Tenant overcrowding;
- J. Evicted Tenants trying to live in another building in the neighborhood and coming to visit other tenants;
- K. Displaced Tenants after a fire, foreclosure, utility shutoff;
- L. Violations of Parking and Towing rules
- M. Angry tenants at meetings requesting that their issues be listened to and remedied;
- N. Angry property owners at meetings requesting that their issues be listened to and remedied;
- O. Language Barriers;
- P. The need for education of tenants and property owners; and many others.

11. I take an active role to educate the tenants and property owners about the issues in order to implement solutions.

12. My experience with the majority of the property owners whose properties I manage is that without the requirements of the Permanent Injunction, property owners would procrastinate in making repairs, if at all, and would not correct violations. Although the property owners receive monthly rent, their common complaint is that they cannot make the repairs based on "lack of funds." However, when the property owners are exposed by Code Enforcement and are threatened with litigation by the San Jose City Attorney's Office, the repairs are made in a timely and appropriate fashion.

13. Due to the efforts of the court-approved, professional property managers and the court-approved security company, the overall appearance of the Santee Neighborhood has and continues to improve. I believe that without the enforcement authority of the Permanent Injunction, the Santee Neighborhood would quickly revert to being over-run with drugs, gangs, and the tenants would live with many of the severe substandard housing

1 conditions that warranted the City's lawsuit that resulted in the Permanent Injunction.

2 I declare under penalty of perjury under the laws of the State of California that the  
3 foregoing is true and correct. As to those matters alleged on information and belief, I am  
4 informed and believe them to be true and correct. This declaration was executed on  
5 December 17, 2009, at San Jose, California.

6   
7 \_\_\_\_\_  
8 Alice Ogasawara  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT A**