

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

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CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

FRANK M. BUSH
GENERAL MANAGER

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

May 11, 2017

Council District: # 9

Honorable Council of the
City of Los Angeles,
Room 395, City Hall

JOB ADDRESS: **5501 SOUTH MAIN STREET, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5101-030-030**

On October 12, 2016, pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code ("L.A.M.C"), the Department of Building and Safety (the "Department") investigated and identified code violations at: **5501 South Main Street, Los Angeles, California**, (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Following the Department's investigation an order or orders to comply were issued to the property owner and all interested parties. Pursuant to Section 98.0411(a) the order warned that "a proposed noncompliance fee may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or slight modification is filed within 15 days after the compliance date." The owners failed to comply within the time prescribed by ordinance.

In addition, on July 19, 2016, pursuant to Section 98.0402(e) of the L.A.M.C. the Department performed annual inspections on the vehicle repair facility located at the same address. The property owner was given notice of the unpaid annual inspection fees on the property. The Department imposed non-compliance fee and annual inspection fee as follows:

<u>Description</u>	<u>Amount</u>
Annual inspection Fee	\$ 1,371.00
System Development Surcharge	82.26
Non-Compliance Code Enforcement Fee	1,980.00
Late Charge/Collection Fee (250%)	4,950.00
Accumulated Interest (1%/month)	157.32
Title Report Fee	42.00
Grand Total	\$ <u>8,582.58</u>

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed that a lien for a total sum of **\$8,582.58** be recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "City Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that the City Council instruct the Department to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$8,582.58** on the referenced property. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY


Steve Ongele
Chief, Resource Management Bureau

ATTEST: HOLLY WOLCOTT, CITY CLERK

Lien confirmed by
City Council on:

BY: _____
DEPUTY

EXHIBIT A



5711 W. SLAUSON AVE., SUITE 170
CULVER CITY, CA 90230
Phone 310-649-2020 310-649-0030 Fax

Property Title Report

Work Order No. T14111
Dated as of: 03/30/2017

Prepared for: City of Los Angeles

SCHEDULE A

(Reported Property Information)

APN #: 5101-030-030

Property Address: 5501 S MAIN ST ✓ City: Los Angeles County: Los Angeles

VESTING INFORMATION

Type of Document: QUITCLAIM DEED

Grantee : BETTYE CHRISTIAN M

Grantor : BETTYE CHRISTIAN M; THE PEARLIE MARIE CHRISTIAN TRUST

Deed Date : 05/29/2012

Recorded : 06/08/2012

Instr No. : 12-0856800

MAILING ADDRESS: BETTYE CHRISTIAN M
11154 HICKORY AVE HESPERIA CA 92345

SCHEDULE B

LEGAL DESCRIPTION

Lot: A Tract No: 4240 Abbreviated Description: LOT:A CITY:REGION/CLUSTER:
26/26604 TR#:4240 TRACT # 4240 LOT A IMP1=COM, 1
UNIT,600SF,YB:1907,1STY;IMP2=COM,646SF,YB:1920,1STY;
IMP3=COM,1716SF,YB:1957,1STY.City/Muni/Twp: REGION/CLUSTER: 26/26604

MORTGAGES/LIENS

Type of Document: DEED OF TRUST

Recording Date: 10/30/2015

Document #: 15-1335064

Loan Amount: \$170,000

Lender Name: BRIAN D MCKAY TRUST

Borrowers Name: BETTYE M CHRISTIAN

MAILING ADDRESS: PACIFIC LOANWORKS, INC
461 N. GRAND AVE. COVINA, CA 91724

PROVIDENT TITLE COMPANY
RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
Bettye M. Christian
11154 Hickory Ave.
Hesperia, CA 92345



A.P.N.: 5101-030-030&5101-030-016

Order No.: 10332592

Space Above This Line for Recorder's Use Only

Escrow No.: 5046471-KT

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QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX \$NONE
[X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
[] unincorporated area; [X] City of Los Angeles, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
Bettye M. Christian, Surviving Trustee of The Pearlie Marie Christian Trust dated March 1, 2004

hereby remise, release and forever quitclaim to
Bettye M. Christian, a Single Woman

the following described property in the City of Los Angeles, County of Los Angeles State of California;

See Exhibit "A" attached hereto and made a part hereof.

Commonly known as: **5501 & 5511 South Main Street, Los Angeles, CA 90037**

"This conveyance transfers the grantor's interest out of his or her revocable living trust, R & T 11911."

The Pearlie Marie Christian Trust dated March 1, 2004

[Signature]
Bettye M. Christian, Surviving Trustee

Document Date: May 29, 2012

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)SS

On 06-01-12 before me, J Sannes Notary Public, a notary public in and for said state, personally appeared Bettye M Christian, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

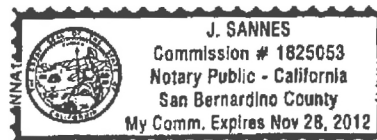
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature J Sannes

(Seal)

Mail Tax Statements to: SAME AS ABOVE or Address Noted Below



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FIDELITY NATIONAL TITLE
ORANGE COUNTY

Recording Requested By
Fidelity National Title Company

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When Recorded Mail To
Pacific Loanworks, Inc.
461 N. Grand Ave.
Covina CA 91724



Title Order No. 00107784-997-OC1-JA1

APN: 5101-030-030 and 5101-030-016

DEED OF TRUST

Loan No. 0775

This Deed of Trust, made this 7th day of October 2015, among the Trustor, **Betty M. Christian, a single woman** (herein "Borrower"), **Pacific Loanworks, Inc., a California Corporation** (herein "Trustee"), and the Beneficiary, **Brian D. McKay, Trustee of the Brian D. McKay Trust dated March 12, 2004** (herein "Lender").

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A

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of **Los Angeles**, State of California: **Legal description attached hereto as Exhibit "A" and made a part hereof**, which has the address of **5501 and 5511 South Main Street Los Angeles CA 90037** (herein "Property Address");

***See Hazardous Substance Rider to Deed of Trust attached**

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated **10/07/2015**, in the principal sum of U.S. **\$170,000.00**, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the **Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend** generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

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this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

**REQUEST FOR SPECIAL NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

In accordance with Section 2924b of the Civil Code, Request is hereby made by the undersigned Trustor that a copy of any default and a copy of any notice of sale under deed of trust recorded in Book _____, Page(s) _____, Instrument No. _____, Official Records of County Recorder of _____ County, California. The original Trustor _____ and the original Trustee _____ and the original

Beneficiary _____
Mail to: _____

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

Betty M. Christian 10/28/15
Borrower Betty M. Christian Date Borrower Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On October 28, 2015 before me, Teresa Alonso, notary public personally appeared Betty M. Christian

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Teresa Alonso
Signature



(Seal)

EXHIBIT B

ASSIGNED INSPECTOR: **ULRIC CARPENTER**
JOB ADDRESS: **5501 SOUTH MAIN STREET, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5101-030-030**

Date: **May 11, 2017**

Last Full Title: **03/30/2017**

Last Update to Title:

.....

LIST OF OWNERS AND INTERESTED PARTIES

- 1). BETTYE CHRISTIAN M.
11154 HICKORY AVE.
HESPERIA, CA. 92345-2220
CAPACITY: OWNER

- 2). PACIFIC LOANWORKS, INC.
461 N. GRAND AVE.
COVINA, CA. 91724
CAPACITY: INTERESTED PARTY

Property Detail Report

EXHIBIT C

For Property Located At :
5501 S MAIN ST, LOS ANGELES, CA 90037-4137



Bldg Card: 000 of 003

Owner Information

Owner Name: **CHRISTIAN BETTYE M**
 Mailing Address: **11154 HICKORY AVE, HESPERIA CA 92345-2220 C019**
 Vesting Codes: **//**

Location Information

Legal Description:	TRACT # 4240 LOT A	APN:	5101-030-030
County:	LOS ANGELES, CA	Alternate APN:	
Census Tract / Block:	2328.00 / 2	Subdivision:	4240
Township-Range-Sect:		Map Reference:	52-B3 /
Legal Book/Page:	45-11	Tract #:	4240
Legal Lot:	A	School District:	LOS ANGELES
Legal Block:		School District Name:	
Market Area:	C42	Munic/Township:	
Neighbor Code:			

Owner Transfer Information

Recording/Sale Date:	06/08/2012 / 05/29/2012	Deed Type:	QUIT CLAIM DEED
Sale Price:		1st Mtg Document #:	856801
Document #:	856800		

Last Market Sale Information

Recording/Sale Date:	/	1st Mtg Amount/Type:	/
Sale Price:		1st Mtg Int. Rate/Type:	/
Sale Type:		1st Mtg Document #:	
Document #:		2nd Mtg Amount/Type:	/
Deed Type:		2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	
New Construction:		Multi/Split Sale:	
Title Company:			
Lender:			
Seller Name:			

Prior Sale Information

Prior Rec/Sale Date:	/	Prior Lender:	
Prior Sale Price:		Prior 1st Mtg Amt/Type:	/
Prior Doc Number:		Prior 1st Mtg Rate/Type:	/
Prior Deed Type:			

Property Characteristics

Year Built / Eff:	1957 /	Total Rooms/Offices:		Garage Area:	
Gross Area:	2,962	Total Restrooms:	1.00	Garage Capacity:	
Building Area:	2,962	Roof Type:		Parking Spaces:	
Tot Adj Area:		Roof Material:		Heat Type:	HEATED
Above Grade:		Construction:		Air Cond:	YES
# of Stories:		Foundation:		Pool:	
Other Improvements:		Exterior wall:		Quality:	
		Basement Area:		Condition:	

Site Information

Zoning:	LAC2	Acres:	0.26	County Use:	AUTO SVC SHOP (2600)
Lot Area:	11,252	Lot Width/Depth:	x	State Use:	
Land Use:	AUTO REPAIR	Commercial Units:		Water Type:	
Site Influence:		Sewer Type:		Building Class:	

Tax Information

Total Value:	\$117,340	Assessed Year:	2016	Property Tax:	\$2,001.00
Land Value:	\$65,975	Improved %:	44%	Tax Area:	6659
Improvement Value:	\$51,365	Tax Year:	2016	Tax Exemption:	
Total Taxable Value:	\$117,340				

EXHIBIT D

ASSIGNED INSPECTOR: **ULRIC CARPENTER**
JOB ADDRESS: **5501 SOUTH MAIN STREET, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5101-030-030**

Date: **May 11, 2017**

CASE#: **75950**
ORDER NO: **A-4182356**

EFFECTIVE DATE OF ORDER TO COMPLY: **October 07, 2016**
COMPLIANCE EXPECTED DATE: **October 12, 2016**
DATE COMPLIANCE OBTAINED: **No Compliance to Date**

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-4182356

1050206201727371

**BOARD OF
BUILDING AND SAFETY
COMMISSIONERS**

VAN AMBATIELOS
PRESIDENT
E. FELICIA BRANNON
VICE-PRESIDENT
JOSELYN GEAGA-ROSENTHAL
GEORGE HOVAGUIMIAN
JAVIER NUNEZ

**CITY OF LOS ANGELES
CALIFORNIA**



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
BUILDING AND SAFETY**
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

FRANK M. BUSH
GENERAL MANAGER
OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

ORDER TO COMPLY

**PEARLIE M. CHRISTIAN TRUST C/O PEARLIE M & BETTY M.
CHRISTIAN (TR)**
11154 HICKORY AVE
HESPERIA, CA 92345

CASE #: 75950
ORDER #: A-4182356

EFFECTIVE DATE: October 07, 2016
COMPLIANCE DATE: October 12, 2016

PROPERTY OWNER OF
SITE ADDRESS: 5501 S MAIN ST UNIT C
ASSESSORS PARCEL NO.: 5101-030-030
ZONE: C2; Commercial Zone
NAME OF BUSINESS IN VIOLATION: ALL-ABOUT COLLISION RECOVERY CENTER

Review of records has revealed that the property at the above listed address is part of the Annual Inspection Maintenance Program with the following use listed below and is in violation of the Los Angeles Municipal Code (LAMC).

Section 12.26 (I) of the Los Angeles Municipal Code, Vehicle Repair and/or Installation Establishments.

VIOLATION(S):

Failure to pay Annual Inspection Fee.

You are therefore ordered to:

Pay the annual inspection fee and any and all surcharges, penalties, or fines imposed, for an inspection conducted on July 19, 2016 and billed on invoice # 693143.

Failure to pay the above fees within **5 days** may result in referral of the case to a collections agency, a negative credit report being made, a lien being assessed against this property, and Revocation of Certificate of Occupancy proceedings initiated for this use.

Code Sections in Violation : 12.26 F 3, 12.26 F 7, or 12.26 I 5, 12.26 I 10, and 98.0402(e), 98.0402(g), 12.21A1(a) of the L.A.M.C.

To verify the current amount due on the invoice referenced by this Order, for questions on how, or where to pay, contact LADBS Financial Services at (213)482-6890

NON-COMPLIANCE FEE WARNING:

YOU ARE IN VIOLATION OF THE L.A.M.C. IT IS YOUR RESPONSIBILITY TO CORRECT THE VIOLATION (S) AND CONTACT THE INSPECTOR LISTED BELOW TO ARRANGE FOR A COMPLIANCE INSPECTION BEFORE THE NON-COMPLIANCE FEE IS IMPOSED. Failure to correct the violations and arrange for the compliance inspection within 15 day from the Compliance Date, will result in imposition of the fee noted below.

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles, does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.



CODE ENFORCEMENT BUREAU
For routine City business and non-emergency services: Call 3-1-1
www.ladbs.org

1050206201727371

A proposed noncompliance fee in the amount of \$660.00 may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

NOTE: FAILURE TO PAY THE NON -COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF **\$2,310.00.**

Any person who fails to pay the non-compliance fee, late charge and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

PENALTY WARNING :

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.

REVOCAION OF CERTIFICATE OF OCCUPANCY and FINE WARNING :

The failure to correct the violations on or before the compliance date or any authorized extension thereof may result in commencement of proceedings to revoke the Certificate of Occupancy. Such proceedings may involve a Revocation Hearing. A personal appearance at the hearing may only be avoided if the violation is corrected and a fine paid according to the fine schedule in Section 12.26 F 14 or 12.26 I. 16 of this subsection. Sections 12.26 F. 9, 12.26 I. 11, 98.0402(f)2A L.A.M.C.

The compliance date as specified in the notice may be extended for an additional period not to exceed 45 days if the owner or operator of the yard presents satisfactory evidence to the Superintendent that unusual difficulties prevent substantial compliance without such extension.

APPEAL PROCEDURES:

Notwithstanding any provisions of the Municipal Code to the contrary, there shall be no appeal to the Board of Building and Safety Commissioners from any notice issued or determination made by the Superintendent pursuant to Subsection 12.26 F. 13, 12.26 I. 15.

and/or

Except for extensions of time granted by the Department of Building and Safety and the Board of Building and Safety Commissioners as authorized in Subdivision 12.26 F. 4(b) and/or 12.26 I. 7(b), and notwithstanding any provisions of this code to the contrary, there shall be no appeal to the Board of Building and Safety Commissioners from any notice issued or determination made by the Department pursuant to Subsection(s) 12.26 F. and/or 12.26 I. Appeals may be made from Department determinations of violations of

Appeal rights for Code Sections other then Sections 12.26 F. and 12 .26 I. are as follows.

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine err or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

REPEAT VIOLATIONS :

If an Order to Comply is issued pursuant to Sections 12.26 F. or 12.26 K. of the Los Angeles Municipal Code, and after compliance with the Order, a subsequent Order to Comply is issued for violation of the same provisions occurring within one year of the date of the initial Order, the repair/installation facility or storage yard facility operator shall pay a fine as specified in Section 98.0402(f)1 L.A.M.C. as follows:

- A. For each auto dismantling, junk yard, scrap metal or recycling materials processing yards, recycling collection and/or buyback centers, recycling materials sorting facilities and cargo container storage yards....\$200.00
- B. For each vehicle repair garage, installation facility, or used car sales violation....\$200.00

Sections 12.26 F. 15, 12.26 I. 17 L.A.M.C.

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles, does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.




CODE ENFORCEMENT BUREAU

For routine City business and non-emergency services: Call 3-1-1

www.ladbs.org

1050206201727371

If you have any questions or require any additional information please feel free to contact me at (213)252-3337.
Office hours are 7:00 a.m. to 4:30 p.m. Monday through Friday.

Inspector: 

Date: September 30, 2016

ULRIC CARPENTER
221 N. FIGUEROA ST. SUITE 1100
LOS ANGELES, CA 90012
(213)252-3337
Ulric.Carpenter@lacity.org


REVIEWED BY

The undersigned mailed this notice
by regular mail, postage prepaid,
to the addressee on this day,

SEP 30 2016

To the address as shown on the
last equalized assessment roll.
Initialed by ck

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles, does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.



CODE ENFORCEMENT BUREAU
For routine City business and non-emergency services: Call 3-1-1
www.ladbs.org

EXHIBIT D

ASSIGNED INSPECTOR: **ULRIC CARPENTER**
JOB ADDRESS: **5501 SOUTH MAIN STREET, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5101-030-030**

Date: **May 11, 2017**

CASE#: **97380**
ORDER NO: **A-4182360**

EFFECTIVE DATE OF ORDER TO COMPLY: **October 07, 2016**
COMPLIANCE EXPECTED DATE: **October 12, 2016**
DATE COMPLIANCE OBTAINED: **No Compliance to Date**

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-4182360

1050206201727371

**BOARD OF
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VAN AMBATIELOS
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JAVIER NUNEZ

**CITY OF LOS ANGELES
CALIFORNIA**



**ERIC GARCETTI
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**DEPARTMENT OF
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201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

**FRANK M. BUSH
GENERAL MANAGER**

**OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER**

ORDER TO COMPLY

MIGUEL MOTTEROSO
5501 S MAIN ST UNIT A
LOS ANGELES, CA 90037

**CASE #: 97380
ORDER #: A-4182360
EFFECTIVE DATE: October 07, 2016
COMPLIANCE DATE: October 12, 2016**

BUSINESS OPERATOR OF
SITE ADDRESS: **5501 S MAIN ST UNIT A**
ASSESSORS PARCEL NO.: 5101-030-030
ZONE: C2; Commercial Zone
NAME OF BUSINESS IN VIOLATION: PERFORMANCE SMOG CHECK/BRAKE AND LAMP

Review of records has revealed that the property at the above listed address is part of the Annual Inspection Maintenance Program with the following use listed below and is in violation of the Los Angeles Municipal Code (LAMC).

Section 12.26 (I) of the Los Angeles Municipal Code, Vehicle Repair and /or Installation Establishments.

VIOLATION(S):

Failure to pay Annual Inspection Fee.

You are therefore ordered to:

Pay the annual inspection fee and any and all surcharges, penalties, or fines imposed, for an inspection conducted on July 19, 2016 and billed on invoice # 693299.

Failure to pay the above fees within **5 days** may result in referral of the case to a collections agency, a negative credit report being made, a lien being assessed against this property, and Revocation of Certificate of Occupancy proceedings initiated for this use.

Code Sections in Violation : 12.26 F 3, 12.26 F 7, or 12.26 I 5, 12.26 I 10, and 98.0402(e), 98.0402(g), 12.21A1(a) of the L.A.M.C.

To verify the current amount due on the invoice referenced by this Order, for questions on how, or where to pay, contact LADBS Financial Services at (213)482-6890

NON-COMPLIANCE FEE WARNING :

YOU ARE IN VIOLATION OF THE L.A.M.C. IT IS YOUR RESPONSIBILITY TO CORRECT THE VIOLATION (S) AND CONTACT THE INSPECTOR LISTED BELOW TO ARRANGE FOR A COMPLIANCE INSPECTION BEFORE THE NON-COMPLIANCE FEE IS IMPOSED. Failure to correct the violations and arrange for the compliance inspection within 15 day from the Compliance Date, will result in imposition of the fee noted below.

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles, does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.



CODE ENFORCEMENT BUREAU
For routine City business and non-emergency services: Call 3-1-1
www.ladbs.org

1050206201727371

A proposed noncompliance fee in the amount of \$660.00 may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

NOTE: FAILURE TO PAY THE NON -COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$2,310.00.

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PENALTY WARNING :

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.

REVOCATION OF CERTIFICATE OF OCCUPANCY and FINE WARNING :

The failure to correct the violations on or before the compliance date or any authorized extension thereof may result in commencement of proceedings to revoke the Certificate of Occupancy. Such proceedings may involve a Revocation Hearing. A personal appearance at the hearing may only be avoided if the violation is corrected and a fine paid according to the fine schedule in Section 12.26 F 14 or 12.26 I. 16 of this subsection. Sections 12.26 F. 9, 12.26 I. 11, 98.0402(f)2A L.A.M.C.

The compliance date as specified in the notice may be extended for an additional period not to exceed 45 days if the owner or operator of the yard presents satisfactory evidence to the Superintendent that unusual difficulties prevent substantial compliance without such extension.

APPEAL PROCEDURES:

Notwithstanding any provisions of the Municipal Code to the contrary, there shall be no appeal to the Board of Building and Safety Commissioners from any notice issued or determination made by the Superintendent pursuant to Subsection 12.26 F. 13, 12.26 I. 15.

and/or

Except for extensions of time granted by the Department of Building and Safety and the Board of Building and Safety Commissioners as authorized in Subdivision 12.26 F. 4(b) and/or 12.26 I. 7(b), and notwithstanding any provisions of this code to the contrary, there shall be no appeal to the Board of Building and Safety Commissioners from any notice issued or determination made by the Department pursuant to Subsection(s) 12.26 F. and/or 12.26 I. Appeals may be made from Department determinations of violations of

Appeal rights for Code Sections other than Sections 12.26 F. and 12.26 I. are as follows.

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine error or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

REPEAT VIOLATIONS :

If an Order to Comply is issued pursuant to Sections 12.26 F, or 12.26 K. of the Los Angeles Municipal Code, and after compliance with the Order, a subsequent Order to Comply is issued for violation of the same provisions occurring within one year of the date of the initial Order, the repair/installation facility or storage yard facility operator shall pay a fine as specified in Section 98.0402(f)1 L.A.M.C. as follows:

- A. For each auto dismantling, junk yard, scrap metal or recycling materials processing yards, recycling collection and/or buyback centers, recycling materials sorting facilities and cargo container storage yards....\$200.00
- B. For each vehicle repair garage, installation facility, or used car sales violation....\$200.00

Sections 12.26 F. 15, 12.26 I. 17 L.A.M.C.


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1050206201727371

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Office hours are 7:00 a.m. to 4:30 p.m. Monday through Friday.

Inspector: 

Date: September 30, 2016

ULRIC CARPENTER
221 N. FIGUEROA ST. SUITE 1100
LOS ANGELES, CA 90012
(213)252-3337
Ulric.Carpenter@lacity.org


REVIEWED BY

The undersigned mailed this notice
by regular mail, postage prepaid,
to the addressee on this day.

SEP 30 2016

To the address as shown on the
last equalized assessment roll.
Initiated by ck

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EXHIBIT D

ASSIGNED INSPECTOR: **ULRIC CARPENTER**
JOB ADDRESS: **5501 SOUTH MAIN STREET, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5101-030-030**

Date: **May 11, 2017**

CASE#: **123907**
ORDER NO: **A-4182366**

EFFECTIVE DATE OF ORDER TO COMPLY: **October 07, 2016**
COMPLIANCE EXPECTED DATE: **October 12, 2016**
DATE COMPLIANCE OBTAINED: **No Compliance to Date**

.....

LIST OF IDENTIFIED CODE VIOLATIONS
(ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-4182366

1050220170950

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
PRESIDENT
E. FELICIA BRANNON
VICE-PRESIDENT
JOSELYN GEAGA-ROSENTHAL
GEORGE HOVAGUIMIAN
JAVIER NUNEZ

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

FRANK M. BUSH
GENERAL MANAGER

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

ORDER TO COMPLY

PEARLIE M. CHRISTIAN TRUST C/O PEARLIE M & BETTY M.
CHRISTIAN (TR)
11154 HICKORY AVE
HESPERIA, CA 92345

CASE #: 123907
ORDER #: A-4182366

EFFECTIVE DATE: October 07, 2016
COMPLIANCE DATE: October 12, 2016

PROPERTY OWNER OF
SITE ADDRESS: 5501 S MAIN ST UNIT# D AKA: 5503 S MAIN ST
ASSESSORS PARCEL NO.: 5101-030-030
ZONE: C2; Commercial Zone
NAME OF BUSINESS IN VIOLATION: LOPEZ AUTO REPAIR

Review of records has revealed that the property at the above listed address is part of the Annual Inspection Maintenance Program with the following use listed below and is in violation of the Los Angeles Municipal Code (LAMC).

Section 12.26 (I) of the Los Angeles Municipal Code, Vehicle Repair and/or Installation Establishments.

VIOLATION(S):

Failure to pay Annual Inspection Fee.

You are therefore ordered to:

Pay the annual inspection fee and any and all surcharges, penalties, or fines imposed, for an inspection conducted on July 19, 2016 and billed on invoice # 693202.

Failure to pay the above fees within 5 days may result in referral of the case to a collections agency, a negative credit report being made, a lien being assessed against this property, and Revocation of Certificate of Occupancy proceedings initiated for this use.

Code Sections in Violation : 12.26 F 3, 12.26 F 7, or 12.26 I 5, 12.26 I 10, and 98.0402(c), 98.0402(g), 12.21A1(a) of the L.A.M.C.

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1060227001700030

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Inspector: 
ULRIC CARPENTER
221 N. FIGUEROA ST. SUITE 1100
LOS ANGELES, CA 90012
(213)252-3337
Ulric.Carpenter@lacity.org

Date: September 30, 2016


REVIEWED BY

The undersigned mailed this notice
by regular mail, postage prepaid,
to the addressee on this day,

SEP 30 2016

To the address as shown on the
last equalized assessment roll.
Initialed by CK

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