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Additional Counsel on Following Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

JOHN A. GORDON, an individual,  
Plaintiff,

v.

101 ASH, LLC, a Delaware limited liability company; 101 ASH MEMBER PARTNERS, LLC, a California limited liability company; CISTERRA DEVELOPMENT, LLC, a California limited liability company; SHAPERY DEVELOPERS GAS & ELECTRIC PROPERTY, LP, a California Limited Partnership; SHAPERY DEVELOPERS GAS & ELECTRIC CORP.; a California corporation; GAS & ELECTRIC HEADQUARTERS BUILDING – SAN DIEGO, L.P., a California Limited Partnership; CITY OF SAN DIEGO, a municipal corporation; ROLANDO CHARVEL, sued in his official capacity as City of San Diego’s Chief Financial Officer; and DOES 1 to 100, INCLUSIVE,

Case No. 37-2020-00028837-CU-FR-CTL  
Assigned for all purposes to  
Honorable Joel R. Wohlfeil

**PLAINTIFF AND CITY OF SAN DIEGO’S  
STIPULATION**

Date: September 22, 2020  
Time: 1:30 p.m.  
Dept.: 904  
Judge: Hon Kevin Enright  
Location: Virtual Hearing

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Defendants.

DICK A. SEMERDJIAN (SBN 123630)  
JOHN A. SCHENA (SBN 269597)  
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Attorneys for the City of San Diego and  
Rolando Charvel

1 PLAINTIFF JOHN GORDON, ON ONE HAND, AND CITY OF SAN DIEGO AND  
2 ROLANDO CHARVEL, THE CITY'S CHIEF FINANCIAL OFFICER (TOGETHER "CITY"),  
3 ON THE OTHER, (ALL COLLECTIVELY "PARTIES") HEREBY STIPULATE THAT:

4 WHEREAS, on November 15, 2016, the City of San Diego approved a "Lease  
5 Agreement" relating to the 101 Ash Street building, as set forth in Ordinance OO-20745, and  
6 effective January 3, 2017;

7 WHEREAS, the City of San Diego has not been able to occupy the 101 Ash Street  
8 building and it remains unoccupied;

9 WHEREAS, the City of San Diego has made payments to the landlord of the 101 Ash  
10 Street building from January 2017 through August 2020 as set forth in the Lease Agreement;

11 WHEREAS, the City of San Diego began conducting investigations and analyses into the  
12 validity of certain terms of the Lease Agreement and contemplating claims related to avoidance  
13 of the Lease Agreement and abatement of rent;

14 WHEREAS, on September 1, 2020, the City of San Diego, through the Mayor of San  
15 Diego, announced the City would be suspending further lease payments for the 101 Ash Street  
16 building, and in furtherance thereof, City of San Diego Chief Financial Officer Rolando Charvel  
17 advised the landlord of the City of same, citing that the City could not occupy the building and  
18 referencing the instant lawsuit;

19 WHEREAS, the City desires to assert its position with respect to making further lease  
20 payments for the 101 Ash Street building as follows:

- 21 1. Subject to approval by the San Diego City Council, the City will not make further  
22 payments under the Lease Agreement or a revision thereof until and unless the building  
23 can be occupied as contemplated in the Lease Agreement, there is no basis for abatement  
24 of rent payments, or the Court orders otherwise.
- 25 2. . Nothing in this stipulation restricts the City's ability to engage in good faith negotiations  
26 with the landlord and/or lender to reach a mutually satisfactory agreement so long as it  
27 satisfies the above-stated conditions of payment.
- 28 3. This stipulation is not intended to confer standing or any right to Plaintiff that he does not  
already have, nor is this stipulation intended to limit any right that Plaintiff may have to  
properly object to a settlement or intervene in the process.

1 4. By signing below, the Parties agree that they have read this settlement agreement and that they  
2 will be bound by all of the terms thereof as stated above.

3 Dated: 10/6/20  
4 Signed: [Signature]  
5 Plaintiff: John A. Gordon

6 Dated: \_\_\_\_\_  
7 Signed: \_\_\_\_\_  
8 Aguirre & Severson, LLP  
Attorneys for Plaintiff

9 Dated: \_\_\_\_\_  
10 Signed: \_\_\_\_\_  
Defendant: \_\_\_\_\_

11 Dated: \_\_\_\_\_  
12 Signed: \_\_\_\_\_, Esq.  
Attorneys for Defendant: \_\_\_\_\_

1 4. By signing below, the Parties agree that they have read this settlement agreement and that they  
2 will be bound by all of the terms thereof as stated above.

3  
4 Dated: \_\_\_\_\_  
5 Signed: \_\_\_\_\_  
6 Plaintiff: \_\_\_\_\_

7 Dated: 10.6.20  
8 Signed: [Signature]  
9 Aguirre & Severson, LLP  
10 Attorneys for Plaintiff

11 Dated: \_\_\_\_\_  
12 Signed: \_\_\_\_\_  
13 Defendant: \_\_\_\_\_

14 Dated: \_\_\_\_\_  
15 Signed: \_\_\_\_\_, Esq.  
16 Attorneys for Defendant: \_\_\_\_\_  
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4. By signing below, the Parties agree that they have read this settlement agreement and that they will be bound by all of the terms thereof as stated above.

Dated: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Plaintiff: \_\_\_\_\_

Dated: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Aguirre & Severson, LLP  
Attorneys for Plaintiff

Dated: 10-8-20  
Signed: Aimee Fauchet  
Defendant: Aimee Fauchet  
COO / CITY OF SAN DIEGO

Dated: \_\_\_\_\_  
Signed: \_\_\_\_\_, Esq.  
Attorneys for Defendant: \_\_\_\_\_

1 4. By signing below, the Parties agree that they have read this settlement agreement and that they  
2 will be bound by all of the terms thereof as stated above.

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4 Dated: \_\_\_\_\_  
5 Signed: \_\_\_\_\_  
6 Plaintiff: \_\_\_\_\_

7 Dated: \_\_\_\_\_  
8 Signed: \_\_\_\_\_  
9 Aguirre & Severson, LLP  
10 Attorneys for Plaintiff

11 Dated: \_\_\_\_\_  
12 Signed: \_\_\_\_\_  
13 Defendant: \_\_\_\_\_

14 Dated: October 8, 2020  
15 Signed: [Signature], Esq.  
16 Attorneys for Defendant: CITY OF SAN DIEGO  
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