

**Attachment A**

**Zargarian Final Signed Settlement**

## **CITATION SETTLEMENT AGREEMENT**

THIS CITATION SETTLEMENT AGREEMENT (the "Agreement") is entered into as of July 28, 2022 (the "Effective Date"), by and among the CITY OF VICTORVILLE, a municipal corporation, ("City"), and ANDREY ZARGARIAN ("Defendant") are collectively referred to as the "Parties", with respect to the following:

### **RECITALS**

**WHEREAS**, Defendant is the owner of a residential property located at 12871 4<sup>TH</sup> Avenue, Victorville, California, 92394 ("Property"); and

**WHEREAS**, Defendant has been issued Citation No. 25321 by the City of Victorville Code Enforcement Division, for violating Victorville City Municipal Code 13.150.060(c) pertaining to excess cannabis cultivation at the Property; and

**WHEREAS**, the Parties believe that it is in its best interest to settle the Citation, which is subject to a pending citation appeal to the San Bernardino Superior Court identified as Case No. CIVSB 2119056 (the "Action") pursuant to the terms of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and releases contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

#### **SECTION 1. DEFENDANT'S OBLIGATIONS**

1.1 Defendant shall take the following steps immediately following the date of execution of this Agreement:

1. As to the Citation, Defendant agrees to pay a fine of \$56,000 excluding abatement costs of \$ 4,451.0 which have been previously paid ("Fine Amount") The Fine Amount is due and payable to the City within 30 days of the full execution of this Agreement. The City agrees to accept payment of the Fine Amount in two separate payments, made in the form of a cashier's check and delivered to the City Clerk of the City. The first payment of the Fine Amount, the sum of \$28,000 shall be paid to the City within 30 days of the full execution of this Agreement. The second and final payment of the Fine Amount, the sum of \$28,000, shall be paid to the City within 30 days following the payment of the first payment.
2. In San Bernardino Superior Court Case No. CIVSB 2119056, Defendant shall abandon its appeal of the Citation and immediately file a dismissal of the Action with prejudice.
3. Defendant shall adhere to the following schedule for the abatement and repair of the Property:
  1. Within 10 days of the execution of this Agreement, Defendant shall secure the Property so as to prevent unlawful entry;
  2. Within 10 days of the execution of this Agreement, Defendant shall remove all trash and weeds throughout the exterior of the Property;

3. Within 30 days of the execution of this Agreement, address and correct landscape conditions so that the Property complies the Victorville Municipal Code § 16-6.13.020(f);
4. Within 30 days of the execution of this Agreement, submit rehabilitation plans to the Building Department; and
5. Start construction within 60 days of the issuance of permits and complete construction within 120 days of permit issuance;
6. In the event Defendant is unable to submit plans and/or start constructions within the time frame stated above due to shortage of labor and material, or due to unforeseeable events or circumstances causing delay in abatement, the City shall provide Defendant reasonable extensions to perform his duties under this Agreement.

**1.2** Defendant shall obtain and maintain a City of Victorville Business License if and when Defendant decides to lease the Property again.

**1.3** Defendant and his agents shall not use or allow the Property to be used in a manner which violates Victorville Municipal Code Chapter 13.150.060(c).

## **SECTION 2. REMEDIES FOR FAILURE TO COMPLY**

Defendant's failure to comply with Section 1 of this Agreement shall entitle the City to: (1) initiate proceedings in Superior Court to enforce this Agreement; (2) to revoke Defendant's Business License; and/or (3) take any other legal remedy available under the law to the City. In the event of any action to enforce this Agreement, the prevailing party is entitled to recover its actual attorneys' fees and costs incurred.

### **SECTION 3. NOTICE**

Any notice or communication required hereunder between City and Defendant shall be in writing and may be given by both regular United States Mail **and** by certified mail, return-receipt requested. Notice or communications shall be deemed to have been given on the date of mailing. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Notices or communications given directly between the parties shall only be sent to the other party. Notices or communications given by legal counsel shall only be served upon legal counsel for the other party. Such notices or communications shall be given to the parties at their respective addresses set forth below:

To City:                               Jorge Duran, Code Enforcement Manager  
  City of Victorville  
  14343 Civic Drive  
  PO Box 5001  
  Victorville, CA 92393-500

To City's Counsel:               Andre de Bortnowsky, City Attorney  
  City of Victorville  
  30077 Agoura Court, Suite 210  
  Agoura Hills, CA 91301

To Defendant:                     Andrey Zargarian

To Defendant's Counsel:   Stephen Fisch, Attorney for Defendant

Shevin Law Group  
15260 Ventura Blvd, #1400  
Sherman Oaks, CA 91403

**SECTION 4. MODIFICATIONS**

Neither this Agreement, nor any term or provision thereof, may be waived, modified, or amended except by written agreement signed by all Parties.

**SECTION 5. JOINTLY DRAFTED**

It is agreed to by and between the Parties that his Agreement was jointly negotiated and jointly drafted by the Parties, and that it shall not be interpreted or construed in favor or against either party on the ground that said party drafted the Agreement. The language of this Agreement shall be construed as a whole according to its fair and logical meaning and not strictly for or against any of the Parties.

**SECTION 6. RIGHT TO SEEK INDEPENDENT LEGAL COUNSEL**

Each Party acknowledges that it has had the right to terrain independent legal counsel if its own choice throughout all of the negotiations which preceded the execution of this Agreement, and that each Party has executed this Agreement voluntarily and with a full understand of each and every term of the Agreement whether or not with the consent and on the advice of such independent legal counsel.

**SECTION 7. SEVERABILITY**

If any part of this Agreement is said to be unlawful or not effective, the remainder of this Agreement shall remain in full force and effect.

## **SECTION 8. COUNTERPARTS**

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original hereof. Signatures via facsimile or otherwise transmitted electronically are authorized and shall be deemed to be an original hereof. Signatures via facsimile or otherwise transmitted electronically are authorized and shall be deemed original signatures.

## **SECTION 9. WAIVER**

A waiver of any provision of this Agreement by any of the parties shall not be deemed a waiver of such provision either before or thereafter and shall not be deemed a waiver of any other provision of this Agreement.

## **SECTION 10. EFFECTIVE DATE**

This Agreement shall become effective only upon its execution by each of the persons and entities set forth below and ratification of the City Council of Victorville.

## **SECTION 11. TIME IS OF THE ESSENCE**

Time is of the essence with respect to any act or performance under this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective the day and year first written above.

CITY OF VICTORVILLE

DEFENDANT


By: \_\_\_\_\_  
Keith Metzler  
City Manager

By: \_\_\_\_\_  
Andrey Zargarian

APPROVED AS TO FORM

APPROVED AS TO FORM

By: \_\_\_\_\_  
Andre de Bortnowsky, Esq.  
City Attorney

By: \_\_\_\_\_  
Stephen Fisch, Esq.  
Attorney for Defendant

ATTEST:

By: \_\_\_\_\_  
Jennifer Thompson,  
City Clerk