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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
5/19/2026 10:43:07 AM

Clerk of the Superior Court
By A. Villasenor ,Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

THE PEOPLE OF THE STATE OF
CALIFORNIA and CITY OF SAN DIEGO, a
municipal corporation,

Plaintiffs,

v.

3YS, LP, a California Limited Partnership;
SKYTREE ENTERPRISES, a California
Corporation; YUMI YANAGAWA
WILLMOTT, an individual; JAMES MORLEY
WILLMOTT, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No. 25CU060174C

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT IN ITS ENTIRETY AND
PERMANENT INJUNCTION;
JUDGMENT THEREON [CCP § 664.6]**

IMAGED FILE

Judge: Hon. Michael D. Washington
Dept.: C-73
Complaint filed: November 6, 2025
Trial: Not Set Yet

Plaintiffs, The People of the State of California and City of San Diego (City), a municipal
corporation (collectively, Plaintiffs), appearing by and through their attorneys, Paul F. Prather,
Deputy City Attorney of the San Diego City Attorney’s Office, 1200 Third Avenue, Suite 1100,
San Diego CA 92101, and Defendants 3YS, LP, a California Limited Partnership, SKYTREE
ENTERPRISES, a California Corporation; YUMI YANAGAWA WILLMOTT, an individual;
JAMES MORLEY WILLMOTT, an individual (collectively Defendants), appearing by and
through their attorneys of record Daniel R. Forde, Mia A. Kelly and Adam Reifman of
HOFFMAN & FORDE, Attorneys at Law, 3033 Fifth Ave Suite 400, San Diego, CA 92103 ,
enter into the following Stipulation for Entry of Final Judgment (Stipulation) in full and final

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1 settlement of the above-captioned case without trial or adjudication of any issue of fact or law,
2 and agree that a final judgment may be so entered as follows:

3 1. Plaintiffs and Defendants (hereinafter the "Parties") wish to avoid the burden and
4 expense of further litigation and accordingly have determined to compromise and settle their
5 differences in accordance with the provisions of this Stipulation. Neither this Stipulation nor any
6 of the statements or provisions contained herein shall be deemed to constitute an admission or an
7 adjudication of any of the allegations or allegations of the Complaint. The Parties to this
8 Stipulation agree to resolve this action in its entirety by mutually consenting to the entry of a
9 Judgment and Permanent Injunction by the California Superior Court.

10 2. The real properties (collectively referred to as Properties) that are the subject of this
11 Stipulation are the real Properties identified in the Complaint, consisting of the following:

12 a. 4745-4747 35th Street, San Diego, CA 92116, also identified as Assessor's Parcel
13 Number 440-401-11-00 with the legal description of:

14 Lot 8 in Block 24 of Normal Heights, in the City of San Diego, County of
15 San Diego, State of California, according to map thereof No. 985, filed in
the Office of the County Recorder of San Diego County, May 9, 1906.

16 b. 4827-4833 Castle Ave., San Diego, CA 92105, also identified as Assessor's Parcel
17 Number 471-782-09-00 with the legal description of:

18 Lots 15 and 16 in Block 6 of Resubdivision of Blocks 1 to 12 inclusive of
19 Fairmont Addition to City Heights, in the City of San Diego, County of San
20 Diego, State of California, according to the map thereof No. 1347, filed in
the Office of the County Recorder of San Diego County July 8, 1911.

21 c. 4118-4124 Gamma St., San Diego, CA 92113, also identified as Assessor's Parcel
22 Number 551-341-04-00 with the legal description of:

23 Lots 29 and 30 in Block 487 of R.K. Porter's Subdivision of the Northwest
24 Quarter of Pueblo Lot 1346, in the City of San Diego, County of San Diego,
State of California, according to Map filed in the Office of the County
Recorder of San Diego County in Book 15, Page 36 of Deeds.

25 Also Lots 43 and 44 in Block "I" of Ocean Vista Addition, in the City of
26 San Diego, County of San Diego, State of California, according to map No.
27 1793, filed in the Office of the County Recorder of San Diego County, May
28 22, 1924.

1 d. 3637 36th St., San Diego, CA 92104, also identified as Assessors' Parcel Number
2 447-642-13-00 with the legal description of:

3 Lots 15 and 16 in Block 84 of City Heights, in the City of San Diego,
4 County of San Diego, State of California, according to map thereof No.
5 1007, filed in the Office of the County Recorder of San Diego County,
6 October 3, 1906.

7 e. 4233-4239 Swift Ave., San Diego, CA 92104, also identified as Assessors' Parcel
8 Number 447-232-07-00 with the legal description of:

9 Lot 15 and 16 in Block 37 of Resubdivision of Block H & I of Teralta, in
10 the City of San Diego, County of San Diego, State of California, according
11 to map thereof No. 1036 filed in the Office of the County Recorder of San
12 Diego County, March 8, 1907.

13 f. 3791 Marlborough Ave./4165-4169 Wightman St., also identified as Assessors'
14 Parcel Number, 471-631-01-00, with the legal description of:

15 Lots 1 and 2 in Block 71 of City Heights, in the City of San Diego, County
16 of San Diego, State of California, according to map thereof No. 1007, filed
17 in the Office of the County Recorder of San Diego County, October 3, 1906.

18 3. The Parties stipulate that Defendants owned and/or managed the Properties at all times
19 relevant to this action.

20 INJUNCTION

21 4. The provisions of this Stipulation are applicable to Defendants, their successors and
22 assigns, any of their agents, officers, employees, representatives, and tenants, and all persons,
23 corporations or other entities acting by, through, under or on behalf of Defendants, and all
24 persons acting in concert with or participating with Defendants with actual or constructive
25 knowledge of this Stipulation and Injunction. Effective immediately, Defendants and all persons
26 mentioned above are hereby enjoined and restrained pursuant to California Business and
27 Professions Code (Cal. Bus. & Prof. Code) section 17203, San Diego Municipal Code (Municipal
28 Code) sections 12.0202 and 121.0311, California Code of Civil Procedure section 526, and under
the Court's inherent equity powers, from engaging in or performing, directly or indirectly, any of
the following acts at the Properties or anywhere else in the City of San Diego:

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- 1 a. Renting a dwelling unit as a Short Term Vacation Rental without the required
- 2 license in violation of Municipal Code sections 510.0103 and 510.0104 *et al.*
- 3 b. Utilizing a non-habitable accessory building or garage for living or sleeping
- 4 purposes in violation of Municipal Code section 131.0448 *et al.*
- 5 c. Removing or eliminating required off-street parking in violation of Municipal
- 6 Code section 142.0510 *et al.*
- 7 d. Unlawfully maintaining a detached garage in violation of Municipal Code sections
- 8 121.0302(a), 121.0302(b)(1), and 129.0202(a) *et al.*
- 9 e. Using extension cords as permanent wiring in violation of California Electrical
- 10 Code section 400.12(1) *et al.*
- 11 f. Maintaining or performing any construction work without first obtaining all
- 12 required permits in violation of Municipal Code section 129.0202 *et al.*
- 13 g. Maintaining or performing any electrical modifications without first obtaining all
- 14 required permits in violation of Municipal Code section 129.0302 *et al.*
- 15 h. Maintaining or performing any plumbing modifications without first obtaining all
- 16 required permits in violation of Municipal Code section 129.0402 *et al.*
- 17 i. Maintaining, constructing, or altering a structure without first obtaining the
- 18 required development permits in violation of Municipal Code section 131.0430 *et al.*
- 19 j. Violating any local and state building and land use laws or regulations.

20 **COMPLIANCE MEASURES**

21 **Defendants agree to complete the following actions at the Properties:**

- 22 5. Defendants agree to complete the following acts immediately, but no later than five
- 23 calendar days after Defendants sign this Stipulation:
- 24 a. Cease renting any and all units for Short Term residential occupancy and remove
- 25 any and all advertisements/listings from all hosting platforms.
- 26 b. Cease use/rental of unpermitted structure(s) as habitable space.
- 27 c. Cancel existing bookings and cease accepting future bookings.

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1 d. Cancel all license(s) issued to Defendants for Short Term Residential Occupancy
2 issued under Municipal Code §§ 510.0101 through 510.0112 *et al.*

3 e. Remove any and all obstruction(s) to required off-street parking so as to maintain
4 availability for required parking.

5 f. Install smoke and carbon monoxide alarms in all required areas per manufacturer's
6 instructions.

7 6. Defendants agree to complete the following acts within 30 days from the date
8 Defendants sign this Stipulation:

9 a. Submit an electronic permit application and two sets of digital plans prepared by a
10 professional to the City of San Diego's Development Services Department (DSD) to correct or
11 legalize all building code violations at the Properties. Correcting or legalizing the code violations
12 may require modifying unpermitted work or restoring the Properties to their last permitted
13 configuration.

14 7. Defendants shall diligently pursue obtaining all required permits. Defendants shall not
15 suspend or abandon the work to complete final inspection and DSD approval of permits for a
16 continuous period of more than 90 days.

17 8. Defendants shall not operate or allow any Short Term Residential Occupancy (STRO)
18 at any of the Properties without a valid STRO license, and no application for such license may be
19 submitted until after January 1, 2028.

20 9. Defendants shall not apply for any STRO license pursuant to Municipal Code §§
21 510.0101 through 510.0112 until after December 1, 2027.

22 10. Defendants must allow personnel from the City of San Diego access to the Properties
23 to inspect and monitor for compliance with this Stipulation and agreement, upon two calendar
24 days' verbal or written notice to any one of the Defendants. Inspections shall occur between the
25 hours of 8:00 a.m. and 5:00 p.m.

26 **MONETARY RELIEF**

27 11. Defendants agree that they will pay the City of San Diego's investigative costs
28 incurred by the Code Enforcement Division of the City DSD in the amount of \$6,079.88. The

1 City will mail an invoice to in care of Defendant 3YS, LP, 9131 Fletcher Pkwy, Ste 106, La
2 Mesa, CA 91942. Defendants must pay the investigative costs owed within 30 calendar days from
3 the date of such invoice. Payment of investigative costs can be made by personal check, cashier's
4 check, or money order payable to the City Treasurer and can be mailed or paid in person at the
5 Office of the City Treasurer, located at 1200 Third Avenue, Suite 100, San Diego, CA 92101.
6 Payment must be accompanied by the corresponding invoice, and the invoice number must be
7 written on the check or money order.

8 12. Defendants shall pay Plaintiff City of San Diego, civil penalties in the amount of
9 \$1,250,000 pursuant to Municipal Code section 12.0202(b), in full satisfaction of all claims
10 against Defendants arising from any of the past violations alleged by Plaintiffs in this action. The
11 Parties stipulate that Defendants' liability for \$1,150,000 of these penalties is suspended. These
12 suspended penalties shall be imposed should Defendants fail to comply with any of the terms of
13 this Stipulation.

14 a. The City of San Diego will mail an invoice to Defendants in care of Defendant
15 3YS, LP, 9131 Fletcher Pkwy, Ste 106, La Mesa, CA 91942, requiring payment of \$100,000 in
16 civil penalties as follows:

17 i. The first invoice shall require payment of \$12,500 in civil penalties within 30
18 calendar days from the date of the invoice; and

19 ii. The second invoice shall require payment of \$17,500 in civil penalties within
20 120 calendar days from the date of the invoice.

21 iii. The third invoice shall require payment of \$17,500 in civil penalties within 180
22 calendar days from the date of the invoice.

23 iv. The fourth invoice shall require payment of \$17,500 in civil penalties within
24 240 calendar days from the date of the invoice.

25 v. The fifth invoice shall require payment of \$17,500 in civil penalties within 300
26 calendar days from the date of the invoice.

27 vi. The sixth invoice shall require payment of \$17,500 in civil penalties within
28 360 calendar days from the date of the invoice.

1 member, agent, employee, or representative of Defendants for any reason, Defendants agree that
2 such dispute shall not constitute a defense to any failure to comply with any part of this
3 Stipulation and Final Judgment, nor shall it justify a delay in executing its terms and
4 requirements.

5 **MODIFICATION AND WAIVER**

6 16. No waiver or consent with respect to this Stipulation and Final Judgment will be
7 binding unless it is set forth in writing and signed by the Parties. No course of dealing between
8 Plaintiffs and Defendants will operate as a waiver or modification of Plaintiffs' rights under this
9 Stipulation and Final Judgment or any other document. No delay or failure on the part of
10 Plaintiffs in exercising any right or remedy under this Stipulation and Final Judgment or any other
11 document will operate as a waiver of such right or any other right. A waiver given on one
12 occasion will not be construed as a bar to, or as a waiver of, any right or remedy on any future
13 occasion.

14 **RETENTION OF JURISDICTION**

15 17. This Court will retain jurisdiction under Code of Civil Procedure § 664.6 for all
16 purposes relating to enforcement of this Judgment for the purpose of enabling any of the parties
17 to this Stipulation and Final Judgment to apply to this Court at any time for such order or
18 directions that may be necessary or appropriate for the interpretation, construction, operation, or
19 modification of the Stipulation and Final Judgment, or for enforcement or compliance.

20 **KNOWLEDGE AND ENTRY OF JUDGMENT**

21 18. By signing this Stipulation and Final Judgment, Defendants admit personal knowledge
22 of the terms set forth herein and have had an opportunity to have their counsel of record review
23 the contents of this Stipulation and Final Judgment with them prior to signing. Service by mail
24 shall constitute sufficient notice for all purposes.

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19. The clerk is ordered to immediately enter this Final Judgment.

IT IS SO STIPULATED.

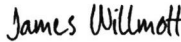
Dated: May 19, 2026

HEATHER FERBERT, City Attorney

By 
Paul F. Prather
Lead Deputy City Attorney

Dated: 5/14/2026, 2026

Attorneys for Plaintiffs The People of the State of California and City of San Diego

DocuSigned by:

A48946A9A63646D...

as _____ Member _____ of
3YS, LP, a California Limited Partnership

Dated: 5/14/2026, 2026

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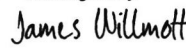
as Member _____ of SKYTREE ENTERPRISES, a California Corporation

Dated: 5/14/2026, 2026

Signed by:

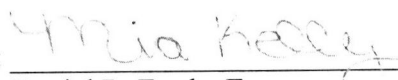
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YUMI YANAGAWA WILLMOTT, an individual

Dated: 5/14/2026, 2026

DocuSigned by:

A48946A9A63646D...
JAMES MORLEY WILLMOTT, an individual

Dated: May 15, 2026

HOFFMAN & FORDE, ATTORNEYS AT LAW


By: 
Daniel R. Forde, Esq.
Mia A. Kelly, Esq.
Adam Reifman, Esq.

Attorneys for Defendants
3YS, LP, a California Limited Partnership,
SKYTREE ENTERPRISES, a California Corporation,
YUMI YANAGAWA WILLMOTT, an individual, and JAMES MORLEY WILLMOTT, an individual

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Upon the stipulation of the Parties hereto and upon their agreement to entry of this Stipulation and Final Judgment without trial or adjudication of any issue of fact or law herein, and good cause appearing therefore, IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: May 20, 2016



JUDGE OF THE SUPERIOR COURT
MICHAEL D. WASHINGTON

*People of the State of California and City of San Diego v. 3YS, LP, et al.,
Superior Court Case No. 25CU060174C*