

DIANE R. CORN 3912
Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawaii
Leiopapa A Kamehameha Building
235 South Beretania Street, Suite 900
Honolulu, Hawaii 96813
Telephone: 586-2660

DEPT. OF COMMERCE AND CONSUMER AFFAIRS DEPT. OF COMMERCE AND CONSUMER AFFAIRS

2005 NOV 25 A 11: 56 2005 NOV -8 P 2: 09

HEARINGS OFFICE HEARINGS OFFICE

Attorney for Department of Commerce
and Consumer Affairs

REAL ESTATE COMMISSION
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

RECEIVED
PROF & VOCATIONAL
LICENSING DIVISION
2005 NOV 10 P 12: 34
DEPT. OF COMMERCE
AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the)
Real Estate Salesperson's License of)
GIDEON Y. SOROKIN,)
Respondent.)
SETTLEMENT AGREEMENT PRIOR TO
FILING OF PETITION FOR DISCIPLINARY
ACTION AND COMMISSION'S FINAL
ORDER; EXHIBIT "1"

SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER

Respondent GIDEON Y. SOROKIN (hereinafter "Respondent"), and the Department of
Commerce and Consumer Affairs, through its Regulated Industries Complaints Office
(hereinafter "RICO"), through its undersigned attorney, enter into this Settlement Agreement on
the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. Respondent is licensed by the Real Estate Commission (hereinafter
"Commission") as a real estate salesperson under License Number RS 64118. Said license was
issued on July 8, 2004 and expired on December 31, 2004.

2. The last known address for Respondent is 120 Geldert Drive, Tiburon, California 94920.

3. RICO received information that on April 4, 2000, Respondent pled no contest to twenty five misdemeanor counts of fire, housing, building, zoning and licensing violations in his conversion of office space into apartments in San Rafael, California. City officials deemed the apartments uninhabitable. Respondent was placed on probation and ordered not to violate any zoning, housing, building, fire or other applicable regulations affecting any real property owned, controlled or managed by him in the city of San Rafael. A true and correct copy of the Superior Court of California, County of Marin, Waiver of Rights & Order in The People of the State of California vs. Ness, Inc., Gideon Sorokin and Cheryl Knowles Sorokin, Trustees of The Sorokin Family Trust, Gideon Sorokin, Case No. CR113073 C, is attached hereto as Exhibit "1."

4. RICO alleges that Respondent failed to answer "yes" to question no. 2 on his July 1, 2004 application for a real estate license which stated, "During the past 20 years have you ever been convicted of a crime where there has not been an order annulling or expunging the conviction?"

5. The foregoing allegation, if proven, would constitute violations of the following statutes governing the conduct of real estate salespersons licensed in the State of Hawaii: Hawaii Revised Statutes ("H.R.S.") §§ 436B-19(5) (procuring a license through fraud, misrepresentation or deceit) and 436B-19(14) (criminal conviction, whether by nolo contendere or otherwise, of a penal crime directly related to the qualifications, functions, or duties of the licensed profession or vocation).

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6. The Commission has jurisdiction over the subject matter herein and over the parties hereto.

B. REPRESENTATIONS BY RESPONDENT:

1. Respondent is fully aware that he has the right to be represented by an attorney of his choosing in this matter and voluntarily waives that right.

2. Respondent enters into this Settlement Agreement freely and voluntarily and under no coercion or duress.

3. Respondent has been informed of his right to have a hearing to determine the issues in RICO's investigation. Pursuant to HRS § 91-9(d), Respondent voluntarily waives his right to a hearing and agrees to a disposition of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondent, being at all times relevant herein licensed as a real estate salesperson by the Commission, acknowledges that he is subject to penalties including but not limited to, revocation, suspension or limitation of his license and civil fines, if the foregoing violations are proven at hearing.

5. Respondent neither admits nor denies the veracity of the allegation that his act constituted a violation of the following statutes and/or regulations governing the conduct of real estate salespersons licensed in the State of Hawaii: H.R.S. §§ 436B-19(5) (procuring a license through fraud, misrepresentation or deceit) and 436B-19(14) (criminal conviction, whether by nolo contendere or otherwise, of a penal crime where there has not been an order annulling or expunging the conviction?) Respondent enters into this Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with an administrative hearing on this matter.

6. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. REC 2005-63-L.

C. TERMS OF SETTLEMENT:

1. Voluntary Surrender of License. Respondent agrees to the voluntary surrender of his real estate salesperson's license for a period of five (5) years.

Said surrender shall become effective immediately upon the approval of this Settlement Agreement by the Commission. Respondent shall turn in all indicia of his licensure to the Executive Officer of the Commission within ten (10) days after receipt of notice that this Settlement Agreement has been approved. Upon completion of the five-year period, Respondent understands that he must apply to the Commission for a new license pursuant to and subject to the requirements and conditions set forth in HRS §§ 92-17 and 436B-21.

2. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraph(s) C.1 above, Respondent's license shall be automatically revoked for a period of five (5) years upon RICO's filing of an affidavit with the Commission attesting to such failure. In case of such revocation, Respondent shall also turn in all indicia of his licensure to the Executive Officer of the Commission within ten (10) days after receipt of notice of the revocation. Upon completion of the revocation period, Respondent understands that he will need to apply to the Commission for a new license pursuant and subject to the requirements and conditions set forth in HRS § 436B-21.

3. Possible Further Sanction. The Commission, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Commission may deem appropriate if Respondent violates any provision of the statutes or

rules governing the conduct of real estate salespersons in the State of Hawaii, or if Respondent fails to abide by the terms of this Settlement Agreement.

4. Approval of the Commission. Respondent agrees that, except for the representations, agreements and covenants contained in Paragraphs C.5, C.6, C.7 and C.8 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Commission.

5. No Objection if Commission Fails to Approve. If the Commission does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve a lesser remedy, but instead an administrative hearing is conducted against Respondent in the Commission's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither he nor any attorney that he may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Commission's proceeding against him on the basis that the Commission has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.


6. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

7. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not relying upon any statement, representation or opinion or promise made by RICO or any of its agents, employees, representatives or attorneys concerning

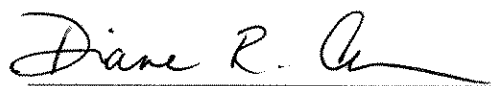
the nature, extent or duration of exposure to legal liability arising from the subject matter of this Settlement Agreement or concerning any other matter.

8. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Honolulu Alf.
(CITY) (STATE)
Nov 3, 2005

GIDEON Y. SOROKIN
Respondent

DATED: Honolulu, Hawaii, NOV 08 2005


DIANE R. CORN
Attorney for Department of Commerce and
Consumer Affairs

IN THE MATTER OF THE REAL ESTATE SALESPERSON'S LICENSE OF GIDEON Y. SOROKIN; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER;
CASE NO. REC 2005-63-L

APPROVED AND SO ORDERED:
REAL ESTATE COMMISSION
STATE OF HAWAII



TRUDY I. MISHIHARA
Chairperson

November 23, 2005

DATE

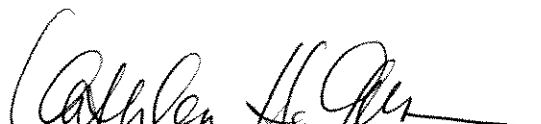
IRIS R. OKAWA
Vice-Chairperson




LOUIS E. ABRAMS



CAROL MAE A. BALL



KATHLEEN H. KAGAWA,
Ph.D.



STANLEY M. KURIYAMA



MICHELE SUNAHARA
LOUDERMILK



VERN M. YAMANAKA

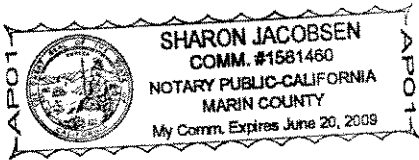
PVL 07/22/05

STATE OF CA)
) SS.
COUNTY OF MARIN)

On this 3 day of November, 2005, before me personally appeared Aideon Y. Sorokin, to me known to be the person described and who executed the foregoing instrument and acknowledged the same as his/her free act and deed.



Name: Sharon Jacobsen
Notary Public – State of CA
My commission expires: 6-20-09



SUPERIOR COURT of CALIFORNIA

County of Marin
P. O. Box 4988
San Rafael, CA 94913-4988

THE PEOPLE OF THE
STATE OF CALIFORNIA

Case No. 113073 AC

FILED

WAIVER OF RIGHTS & ORDER
APR 04 2000

vs.
NESS, INC., GIDEON SOROKIN
AND CHERYL KNOWLES SOROKIN,
TRUSTEES OF THE SOROKIN 1989
Defendant: FAMILY TRUST, GIDEON SOROKIN

JOHN P. MONTGOMERY,
Court Executive Officer

MARIN COUNTY SUPERIOR COURT

By: C. Hobbs, Deputy

Initials

- 1. I have received, read and understand a copy of the Complaint against me and a Statement of Rights.
2. I have been advised, understand, and knowingly and intelligently WAIVE each of my following Constitutional Rights:
a. To have an attorney defend me at all stages of the proceedings; if I am unable to afford an attorney, the Court will appoint one for me;
b. To be tried by a jury;
c. To be confronted by witnesses against me; that is, to see, hear and question all witnesses against me;
d. Not to incriminate myself; that is, I cannot be compelled to plead guilty or testify against myself;
e. To a speedy and public trial including the use of processes of the Court (subpoena issued) to compel witnesses to attend the trial;
f. If convicted, to be sentenced by a Judge of the Marin County Superior Court. If the judicial officer presiding in my case is a Court Commissioner, I stipulate that he/she may take my plea and impose sentence as a Judge Pro Tem.
3. I understand that if I am not a citizen, a plea of guilty or no contest could result in deportation or exclusion from admission to this country or denial of naturalization or amnesty.
4. I understand that the charge(s) against me and the maximum penalties is/are as follows:
Violation: See attached copy of Complaint incorporated herein (Attachment "A")
Maximum Penalty: \$500.00/6 months in jail for each Count
5. I realize that sentencing is entirely up to the Court which is bound only by the maximum penalties that may be imposed for the violations charged against me. If the Court does not accept the disposition set forth below, however, I will be allowed to withdraw my plea of guilty- nolo contendere.
6. No one has made any promises to me of any reward, immunity or probation, except: See Attachment "B"
7. I am pleading guilty/nolo contendere freely and voluntarily without threat or fear to myself or anyone associated with me.
8. I understand that if I am convicted of an offense in the Marin County Superior Court and granted probation I may be required to pay a Supervised Probation Case Processing Fee of \$100.00, pursuant to Penal Code Section 1203.1b, to pay all or a portion of the reasonable cost of probation supervision. I further understand that I have the right to a hearing before a probation officer or the Court to make inquiry into my ability to pay this fee.
9. Controlled substance offenses: I understand if convicted of any offense involving controlled substances my privilege to drive will be suspended or delayed by the Department of Motor Vehicles for six months for each conviction, in addition to any suspension order by the Court. I must surrender my driver's license to the Court.

Handwritten initials and signatures on the right side of the document, corresponding to each numbered item.

Driving Offenses: I understand that a motor vehicle is subject to forfeiture as a nuisance, if it is driven on a highway in this state by a driver with a suspended or revoked license, or by an unlicensed driver, who is a registered owner of the vehicle and has a previous misdemeanor conviction for violation of Vehicle Code Sections 12500(a), 14601, 14601.1, 14601.2, 14601.3, 14601.4, or 14601.5. In addition, I understand that if a person violates Vehicle Code Section 14601.2, the court must require the person to install a certified ignition interlock device on any vehicle the person owns or operates for a period not to exceed three years or until the person's driving privilege is reinstated by the Department of Motor Vehicles.

11. ~~I understand I must also pay actual restitution (if any) and/or a Restitution Fine of between \$100 and \$1,000 plus, if granted probation, actual restitution or into the State Restitution Fund of between \$100 and \$1,000.~~

gr
gr

DEFENDANT'S DECLARATION

I DECLARE UNDER PENALTY OF PERJURY that the information contained on the front of this form is true and correct.

Signed on 4, 4, 00, at SAN ANTONIO, California.

(K)

HO 645175
Operator's License No.

[Signature]
Signature
120 Goldstar Drive
Address
STUBBINS CA 94926
City and State

DEFENDANT WITH COUNSEL

I am the lawyer for the defendant and have advised him in this matter. I consent to the plea entered by the defendant.

Date 4, 4, 00

Albert Bianchi
Attorney for the Defendant

INTERPRETER'S CERTIFICATION

I HEREBY CERTIFY that the information contained on the front of this form has been translated from English into Spanish _____.

Date / /

Interpreter

ORDER OF THE COURT

The Court finds that the defendant has been fully informed of his Constitutional Rights and understands those Rights and the nature of the charge(s) against him, as well as the maximum penalties that might be imposed. The Court finds that the defendant has knowingly, intelligently and voluntarily waived those Constitutional Rights. The Court finds that there is a factual basis for the defendant's plea and accepts that plea.

Date 4, 4, 00

[Signature]
JUDGE

1 GARY T. RAGGHIANI, #43049, City Attorney
2 DAVID P. FREITAS, #42815, Special Litigation Counsel
3 CLARK E. GUINAN, #59446, Asst. City Attorney
4 ERIC T. DAVIS, #74304, Deputy City Attorney
5 City of San Rafael
6 1400 Fifth Avenue (P.O. Box 151560)
7 San Rafael, CA 94915-1560
8 Telephone: [415] 485-3080
9 Fax: [415] 485-3109

10 Attorneys for Plaintiff

FILED

FEB 2 - 2000

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
BY: PAM MONROE, DEPUTY

MARIN COUNTY COURTS

11 PEOPLE OF THE STATE OF
12 CALIFORNIA,
13 Plaintiff,
14 vs.
15 NESS, INC., GIDEON SOROKIN AND
16 CHERYL KNOWLES SOROKIN,
17 TRUSTEES OF THE SOROKIN 1989
18 FAMILY TRUST, GIDEON SOROKIN,
19 Defendants.

Case No. CR 112716A
COMPLAINT

20 The undersigned declarant and complainant states that he is informed and
21 believes, and upon such information and belief declares, that:

COUNT 1

22 In the City of San Rafael, County of Marin, State of California, on or about
23 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
24 violate San Rafael Municipal Code §14.05.022, a misdemeanor, in that said
25 defendants owned and/or operated 3 or more rooming-house rooms or multi-family
26 residential units at the building known as 801-805 4th Street (AP No. 011-273-06),
27 located in a district zoned Fourth Street Retail Core District (4SRC), without obtaining
28 an administrative use permit from the City of San Rafael.

1 detector installed and operable in the residential living area designated as Unit 4, at
2 the building known as 801-805 4th Street (AP No. 011-273-06).

3 **COUNT 6**

4 In the City of San Rafael, County of Marin, State of California, on or about
5 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
6 violate Uniform Fire Code §1007.2.9.2.2, as adopted by San Rafael Municipal Code
7 §4.08.020, a misdemeanor, in that said defendants failed to have the required smoke
8 detector installed and operable in the residential living area designated as Unit 7B, at
9 the building known as 801-805 4th Street (AP No. 011-273-06).

10 **COUNT 7**

11 In the City of San Rafael, County of Marin, State of California, on or about
12 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
13 violate Uniform Fire Code §1007.2.9.2.2, as adopted by San Rafael Municipal Code
14 §4.08.020, a misdemeanor, in that said defendants failed to have the required smoke
15 detector installed and operable in the residential living area designated as Unit 8A, at
16 the building known as 801-805 4th Street (AP No. 011-273-06).

17 **COUNT 8**

18 In the City of San Rafael, County of Marin, State of California, on or about
19 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
20 violate Uniform Fire Code §1007.2.9.2.2, as adopted by San Rafael Municipal Code
21 §4.08.020, a misdemeanor, in that said defendants failed to have the required smoke
22 detector installed and operable in the residential living area designated as Unit 8B, at
23 the building known as 801-805 4th Street (AP No. 011-273-06).

24 **COUNT 9**

25 In the City of San Rafael, County of Marin, State of California, on or about
26 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
27 violate Uniform Fire Code §1206, as adopted by San Rafael Municipal Code
28 §4.08.020, a misdemeanor, in that said defendants failed to provide an emergency

1 escape window or exterior door in the sleeping room in the residential living area
2 designated as Unit 5, at the building known as 801-805 4th Street (AP No. 011-273-
3 06).

4 **COUNT 10**

5 In the City of San Rafael, County of Marin, State of California, on or about
6 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
7 violate Uniform Building Code §310.4, as adopted by San Rafael Municipal Code
8 §12.12.010, a misdemeanor, in that said defendants failed to provide an emergency
9 escape window or exterior door in the sleeping room in the residential living area
10 designated as Unit 5, at the building known as 801-805 4th Street (AP No. 011-273-
11 06).

12 **COUNT 11**

13 In the City of San Rafael, County of Marin, State of California, on or about
14 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
15 violate Uniform Housing Code §801, as adopted by San Rafael Municipal Code §
16 12.26.010, a misdemeanor, in that said defendants failed to provide an emergency
17 escape window or exterior door in the sleeping room in the residential living area
18 designated as Unit 5, at the building known as 801-805 4th Street (AP No. 011-273-
19 06).

20 **COUNT 12**

21 In the City of San Rafael, County of Marin, State of California, on or about
22 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
23 violate Uniform Fire Code §1206, as adopted by San Rafael Municipal Code
24 §4.08.020, a misdemeanor, in that said defendants failed to provide an emergency
25 escape window or exterior door in the sleeping room in the residential living area
26 designated as Unit 7B, at the building known as 801-805 4th Street (AP No. 011-273-
27 06).

28

1 natural light required for the habitable rooms in the residential living area designated
2 as Unit 5, at the building known as 801-805 4th Street (AP No. 011-273-06).

3 **COUNT 17**

4 In the City of San Rafael, County of Marin, State of California, on or about
5 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
6 violate Uniform Housing Code §504.2, as adopted by San Rafael Municipal Code
7 §12.26.010, a misdemeanor, in that said defendants failed to provide the minimum
8 natural light required for the habitable rooms in the residential living area designated
9 as Unit 7B, at the building known as 801-805 4th Street (AP No. 011-273-06).

10 **COUNT 18**

11 In the City of San Rafael, County of Marin, State of California, on or about
12 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
13 violate Uniform Building Code §1203.2, as adopted by San Rafael Municipal Code
14 §12.12.010, a misdemeanor, in that said defendants failed to provide the minimum
15 natural light required for the habitable rooms in the residential living area designated
16 as Unit 7B, at the building known as 801-805 4th Street (AP No. 011-273-06).

17 **COUNT 19**

18 In the City of San Rafael, County of Marin, State of California, on or about
19 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
20 violate Uniform Housing Code §504.3, as adopted by San Rafael Municipal Code
21 §12.26.010, a misdemeanor, in that said defendants failed to provide the minimum
22 natural ventilation required for the habitable rooms in the residential living area
23 designated as Unit 5, at the building known as 801-805 4th Street (AP No. 011-273-
24 06).

25 **COUNT 20**

26 In the City of San Rafael, County of Marin, State of California, on or about
27 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
28 violate Uniform Building Code §1203.3, as adopted by San Rafael Municipal Code

1 §12.12.010, a misdemeanor, in that said defendants failed to provide the minimum
2 natural ventilation required for the habitable rooms in the residential living area
3 designated as Unit 5, at the building known as 801-805 4th Street (AP No. 011-273-
4 06).

5 **COUNT 21**

6 In the City of San Rafael, County of Marin, State of California, on or about
7 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
8 violate Uniform Housing Code §504.3, as adopted by San Rafael Municipal Code
9 §12.26.010, a misdemeanor, in that said defendants failed to provide the minimum
10 natural ventilation required for the habitable rooms in the residential living area
11 designated as Unit 7B, at the building known as 801-805 4th Street (AP No. 011-273-
12 06).

13 **COUNT 22**

14 In the City of San Rafael, County of Marin, State of California, on or about
15 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
16 violate Uniform Building Code §1203.3, as adopted by San Rafael Municipal Code
17 §12.12.010, a misdemeanor, in that said defendants failed to provide the minimum
18 natural ventilation required for the habitable rooms in the residential living area
19 designated as Unit 7B, at the building known as 801-805 4th Street (AP No. 011-273-
20 06).

21 **COUNT 23**

22 In the City of San Rafael, County of Marin, State of California, on or about
23 November 15, 1999, defendants NESS, INC., and GIDEON SOROKIN, did unlawfully
24 violate Uniform Fire Code §1103.3.2.6, as adopted by San Rafael Municipal Code
25 §4.08.020, a misdemeanor, in that said defendants permitted fueled equipment,
26 consisting of a portable propane-fueled barbecue cooking stove, to be stored or
27 operated in the residential living area designated as Unit 6, at the building known as
28 801-805 4th Street (AP No. 011-273-06).

1 **COUNT 34**

2 In the City of San Rafael, County of Marin, State of California, on or about
3 January 6, 2000, defendants GIDEON SOROKIN and CHERYL KNOWLES
4 SOROKIN, TRUSTEES OF THE SOROKIN FAMILY 1989 TRUST, and GIDEON
5 SOROKIN, did unlawfully violate Uniform Fire Code §1206, as adopted by San Rafael
6 Municipal Code §4.08.020, a misdemeanor, in that said defendants failed to provide
7 an emergency escape window or exterior door in the sleeping rooms of the residential
8 living area designated as Unit K, at the building known as 813 4th Street (AP No. 011-
9 273-04).

10 **COUNT 35**

11 In the City of San Rafael, County of Marin, State of California, on or about
12 January 6, 2000, defendants GIDEON SOROKIN and CHERYL KNOWLES
13 SOROKIN, TRUSTEES OF THE SOROKIN FAMILY 1989 TRUST, and GIDEON
14 SOROKIN, did unlawfully violate Uniform Building Code §310.4, as adopted by San
15 Rafael Municipal Code §4.08.020, a misdemeanor, in that said defendants failed to
16 provide an emergency escape window or exterior door in the sleeping rooms of the
17 residential living area designated as Unit K, at the building known as 813 4th Street
18 (AP No. 011-273-04).

19 **COUNT 36**

20 In the City of San Rafael, County of Marin, State of California, on or about
21 January 6, 2000, defendants GIDEON SOROKIN and CHERYL KNOWLES
22 SOROKIN, TRUSTEES OF THE SOROKIN FAMILY 1989 TRUST, and GIDEON
23 SOROKIN, did unlawfully violate Uniform Housing Code §801, as adopted by San
24 Rafael Municipal Code §4.08.020, a misdemeanor, in that said defendants failed to
25 provide an emergency escape window or exterior door in the sleeping rooms of the
26 residential living area designated as Unit K, at the building known as 813 4th Street
27 (AP No. 011-273-04).

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COUNT 49

In the City of San Rafael, County of Marin, State of California, on or about January 6, 2000, defendants GIDEON SOROKIN and CHERYL KNOWLES SOROKIN, TRUSTEES OF THE SOROKIN FAMILY 1989 TRUST, and GIDEON SOROKIN, did unlawfully violate Uniform Housing Code §504.2, as adopted by San Rafael Municipal Code §12.26.010, a misdemeanor, in that said defendants failed to provide the minimum natural light required for the habitable rooms in the residential living area designated as Unit Z, at the building known as 813 4th Street (AP No. 011-273-04).

COUNT 50

In the City of San Rafael, County of Marin, State of California, on or about January 6, 2000, defendants GIDEON SOROKIN and CHERYL KNOWLES SOROKIN, TRUSTEES OF THE SOROKIN FAMILY 1989 TRUST, and GIDEON SOROKIN, did unlawfully violate Uniform Building Code §1203.2, as adopted by San Rafael Municipal Code §12.12.010, a misdemeanor, in that said defendants failed to provide the minimum natural light required for the habitable rooms in the residential living area designated as Unit Z, at the building known as 813 4th Street (AP No. 011-273-04).

COUNT 51

In the City of San Rafael, County of Marin, State of California, on or about January 6, 2000, defendants GIDEON SOROKIN and CHERYL KNOWLES SOROKIN, TRUSTEES OF THE SOROKIN FAMILY 1989 TRUST, and GIDEON SOROKIN, did unlawfully violate Uniform Housing Code §504.3, as adopted by San Rafael Municipal Code §12.26.010, a misdemeanor, in that said defendants failed to provide the minimum natural ventilation required for the habitable rooms in the residential living area designated as Unit J, at the building known as 813 4th Street (AP No. 011-273-04).

1 **COUNT 55**

2 In the City of San Rafael, County of Marin, State of California, on or about
3 January 6, 2000, defendants GIDEON SOROKIN and CHERYL KNOWLES
4 SOROKIN, TRUSTEES OF THE SOROKIN FAMILY 1989 TRUST, and GIDEON
5 SOROKIN, did unlawfully violate Uniform Housing Code §504.3, as adopted by San
6 Rafael Municipal Code §12.26.010, a misdemeanor, in that said defendants failed to
7 provide the minimum natural ventilation required for the habitable rooms in the
8 residential living area designated as Unit L, at the building known as 813 4th Street (AP
9 No. 011-273-04).

10 **COUNT 56**

11 In the City of San Rafael, County of Marin, State of California, on or about
12 January 6, 2000, defendants GIDEON SOROKIN and CHERYL KNOWLES
13 SOROKIN, TRUSTEES OF THE SOROKIN FAMILY 1989 TRUST, and GIDEON
14 SOROKIN, did unlawfully violate Uniform Building Code §1203.3, as adopted by San
15 Rafael Municipal Code §12.12.010, a misdemeanor, in that said defendants failed to
16 provide the minimum natural ventilation required for the habitable rooms in the
17 residential living area designated as Unit L, at the building known as 813 4th Street (AP
18 No. 011-273-04).

19 **COUNT 57**

20 In the City of San Rafael, County of Marin, State of California, on or about
21 January 6, 2000, defendants GIDEON SOROKIN and CHERYL KNOWLES
22 SOROKIN, TRUSTEES OF THE SOROKIN FAMILY 1989 TRUST, and GIDEON
23 SOROKIN, did unlawfully violate Uniform Housing Code §504.3, as adopted by San
24 Rafael Municipal Code §12.26.010, a misdemeanor, in that said defendants failed to
25 provide the minimum natural ventilation required for the habitable rooms in the
26 residential living area designated as Unit Z, at the building known as 813 4th Street
27 (AP No. 011-273-04).

Attachment "B" to Waiver of Rights & Order

The People of the State of California vs. Ness, Inc., Gideon Sorokin and Cheryl Knowles Sorokin, Trustees of the Sorokin 1989 Family Trust, Gideon Sorokin/Marin County Superior Court Case No. ~~CR112716A~~ CR113073C

6. A. Defendant Gideon Sorokin to enter a plea of nolo contendere to the following Counts: 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 23, 25, 26, 27, 28, 29, 30, 31, 34, 37, 40, 59, 60, ~~61 and 69~~, and 10 and 11.

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B. Defendant Gideon Sorokin to be placed on period of one (1) year probation by the Court. As a condition of probation, Defendant will be ordered not to violate any zoning, housing, building, fire or other applicable regulations affecting any real property owned, controlled or managed by him in the City of San Rafael;

C. Defendant Gideon Sorokin shall pay immediately on imposition of sentence the sum of \$10,000 to the City of San Rafael as full restitution for all costs incurred in conducting the investigation leading to the filing of these charges against him;

D. Defendant Gideon Sorokin shall pay immediately on imposition of sentence an additional \$3,500.00 to fully satisfy civil penalties/City investigative costs involving code violations at a separate property owned and managed by him located at 534 Canal Street;

E. In return for the preceding listed items, City will dismiss all remaining Counts contained in Complaint against all named Defendants.

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CR113073C

Handwritten initials/signature

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THIS INSTRUMENT IS A CORRECT
COPY OF THE ORIGINAL ON FILE
Attest: IN THIS OFFICE

JAN 28 2005

JOHN P. MONTGOMERY
County Clerk
MARIN COUNTY SUPERIOR COURT
RECEIVED IN THE OFFICE

