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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**

15 UPLIFT INGLEWOOD COALITION,
16
17 Petitioner and Plaintiff,
18 vs.
19 CITY OF INGLEWOOD, INGLEWOOD CITY
COUNCIL, INGLEWOOD HOUSING
20 AUTHORITY, INGLEWOOD SUCCESSOR
AGENCY, and DOES 1-20,
21 Respondents and Defendants.

22 INGLEWOOD PARKING AUTHORITY,
23 MURPHY'S BOWL, and DOES 21-40,
24
25 Real Parties in Interest.

Case No.:

**VERIFIED PETITION FOR WRIT OF
MANDATE AND COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF**

**(C.C.P. §§ 526, 526a, 1060, 1085; GOV.
CODE §§ 54220, 65583, 65008, 12900; H.S.C.
§ 33413)**

1 This is a case about the City of Inglewood’s willful disregard of state laws designed to
2 promote affordable housing, and instead, choosing to prioritize the development of a privately
3 owned basketball arena over housing for its residents.

4 **I. INTRODUCTION**

5 1. This is an action to compel the City of Inglewood (the “City” or “Inglewood”) to
6 comply with state laws aimed at addressing the housing needs of its homeless and low-income
7 populations. Specifically, the City has failed to comply with the California Surplus Land Act by
8 entering into an Exclusive Negotiating Agreement (“ENA”) with a developer that is proposing to
9 buy public land, specifically prioritized for affordable housing, to develop for an NBA arena (“the
10 Proposed Project”). Furthermore, the City has failed to meet its state law obligations related to the
11 construction of affordable housing and the siting of emergency shelters and supportive and
12 transitional housing.

13 2. The City’s failure to meet these state obligations reduces the level of affordable
14 housing and available shelter and has a disproportionately adverse effect based on race and ethnicity,
15 disability, and familial status.

16 3. The City has defied these state obligations despite the fact that Inglewood, like all of
17 Los Angeles County, is facing an unprecedented affordable housing crisis. However, this problem
18 particularly affects the City as, by the City’s own admission, over eighty (80) percent of Inglewood’s
19 population qualifies for some form of subsidized housing.¹ The City is also denying services to its
20 most vulnerable residents, such as the burgeoning homeless population, by failing to properly
21 implement state laws regarding emergency shelters, supportive and transitional housing, and
22 accessory dwelling units.

23 4. Rents in the City of Inglewood have risen by almost twenty-five (25) percent in the
24
25

26 ¹ See “City of Inglewood General Plan Housing Element 2013-2021” City of Inglewood, Planning
27 Division at 2-9 (Jan. 28, 2014), *available at*
28 <https://www.cityofinglewood.org/DocumentCenter/Home/View/127> (“Inglewood Housing Element
2013-2021”).

1 last five years alone,² and almost fifty (50) percent of Inglewood residents are low-income and
2 severely rent-burdened, which means they are paying more than fifty (50) percent of their income
3 towards housing.³ More Inglewood residents are being forced out of their homes as rents continue to
4 rise, and the housing insecure population have very few, if any, resources to turn to for support.

5 5. The City's actions since entering into negotiations with the Los Angeles Clippers,⁴ on
6 January 10, 2017 demonstrate the City's desire to move forward with this Proposed Project at all
7 costs. In addition to the City's refusal to comply with state law, as described above, the City now
8 wants the state Legislature to pass AB 987, a bill currently pending that is aimed at significantly
9 limiting any environmental challenges to the Proposed Project and circumventing the City's
10 obligations under state law.

11 **II. JURISDICTION & VENUE**

12 6. This Court has jurisdiction to hear the subject matter of this complaint. This Court
13 also has jurisdiction over each defendant, as the acts and omissions alleged herein occurred in
14 California. Venue is proper in this Court because all of the violations of law alleged herein occurred
15 and are occurring in Los Angeles County.

16 **III. PARTIES**

17 **A. Petitioner/Plaintiff**

18 7. Petitioner/Plaintiff **UPLIFT INGLEWOOD COALITION** is an unincorporated
19 association of individuals and organizations. Part of Petitioner's mission is to engage in community-
20 centered development, secure housing for low-income residents of Inglewood, and advance policies
21 that result in fair and equitable neighborhoods free of discrimination. Petitioner has a direct and
22 beneficial interest in ensuring that the City comply with state law requirements to plan for and
23

24
25 ² "Proposed Affordable Housing Loan Programs," Housing, Section 8, and Community
26 Development Block Grant Department to Chairman and Housing Authority Board Members (Oct. 10,
27 2017), *available at*

<https://www.cityofinglewood.org/AgendaCenter/ViewFile/Item/2853?fileID=1737>.

³ Inglewood Housing Element 2013-2021 at 2-10.

⁴ The Clippers negotiated through Real Party in Interest Murphy's Bowl LLC, a single asset entity established for the purpose of the development of an NBA arena in the city of Inglewood.

1 facilitate housing for lower income households and emergency shelters.

2 **B. Respondents/Defendants**

3 8. Respondent/Defendant **CITY OF INGLEWOOD** is a charter city and municipal
4 corporation organized under the laws of the State of California. The City is a legal entity with the
5 capacity to sue and be sued.

6 9. Respondent/Defendant **INGLEWOOD CITY COUNCIL** is the legislative body of
7 the City and is responsible for carrying out the Constitution and laws of the State of California, and
8 conforming the ordinances, regulations, policies and actions of the City to the requirements of state
9 law.

10 10. Respondent/Defendant **INGLEWOOD HOUSING AUTHORITY** is a local agency
11 responsible for the development, rehabilitation and financing of affordable housing programs in the
12 City of Inglewood. The Inglewood City Council designated the Inglewood Housing Authority as the
13 entity to assume the housing assets and functions of the former Inglewood Redevelopment Agency
14 as the Housing Successor pursuant to Resolution H-2 (January 10, 2012). The Housing Authority
15 accepted the designation as Housing Successor and transfer of housing assets, duties, obligations and
16 functions by Resolution H-3 (January 10, 2012).

17 11. Respondent/Defendant **INGLEWOOD SUCCESSOR AGENCY** is the City of
18 Inglewood acting in its capacity as the agency that assumed the obligations of the former Inglewood
19 Redevelopment Agency pursuant to Resolution CD-1 (January 10, 2012). The Successor Agency is
20 responsible for carrying out the remaining obligations of the former redevelopment agency,
21 including but not limited to, disposing of the former redevelopment agency's real property assets in
22 accordance with state law.

23 12. Petitioner/Plaintiff are ignorant of the true names and capacities of the persons or
24 entities named herein as **DOES 1 THROUGH 20**, but are informed and believe, and on that basis
25 allege, that each of such defendants is legally required to act in the manner herein sought. Plaintiff
26 will seek leave to amend this complaint when said defendants' true names and capacities have been
27 ascertained.

1 **C. Real Parties in Interest**

2 13. Real Party in Interest **MURPHY’S BOWL LLC** is a Delaware corporation that is
3 doing business in the State of California and the City of Inglewood. On information and belief,
4 Murphy’s Bowl LLC is a single asset entity established for the purpose of the development of an
5 NBA arena in the city of Inglewood.

6 14. Real Party in Interest **INGLEWOOD PARKING AUTHORITY** is a local agency
7 responsible for enforcement of state and local parking laws in the City of Inglewood. The Inglewood
8 Parking Authority is a signatory to the ENA.

9 15. Petitioner/Plaintiff are ignorant of the true names and capacities of the persons or
10 entities named herein as **Does 21 THROUGH 40** but are informed and believe, and on that basis
11 allege, that each of such defendants is legally required to act in the manner herein sought. Plaintiff
12 will seek leave to amend this complaint when said defendants’ true names and capacities have been
13 ascertained.

14 **IV. STATUTORY AND FACTUAL BACKGROUND**

15 **The Surplus Land Act**

16 16. The Surplus Land Act (“SLA” or “the Act”) requires local agencies, including all
17 charter cities, to prioritize affordable housing, parks and open space when disposing of surplus land
18 by first offering qualifying surplus land for sale or lease to entities which will use the site for
19 affordable housing, parks or open space (or in certain cases enterprise zone or infill/transit zone
20 uses). *See* generally Gov. Code §§ 54220 *et seq.*⁵ Surplus land refers to properties owned by a local
21 agency that it no longer needs. § 54221(b). The Act requires the prioritization for affordable housing
22 of all surplus land with the sole exception of land zoned for, or already being used for, park or
23 recreational purposes that will be maintained for those uses. § 54227.

24 17. The Act declares that “there is a shortage of sites available for housing for persons
25 and families of low and moderate income” and that “surplus government land, prior to disposition,
26 should be made available for [affordable housing].” § 54220(a). The Act accordingly requires that
27 _____

28 ⁵ Unless otherwise indicated all citations are to the Government Code.

1 prior to disposing of surplus land, a local agency must send a written offer to sell or lease the land to
2 other local public agencies and to affordable housing developers that have requested notice. §
3 54222(a).

4 18. In 2014, the Legislature amended the Act to further prioritize affordable housing.
5 Assembly Bill No. 2135, 2014 Cal. Stat., ch. 677 (effective Jan. 1, 2015). The legislation requires
6 that when considering offers to purchase or lease surplus land, the local agency must give first
7 priority to and enter into good faith negotiations with an interested entity that proposes to make at
8 least twenty-five (25) percent of the total number of units developed on the parcel affordable to
9 lower income households. § 54222.5. The twenty-five (25) percent affordability requirement applies
10 to both sales and rentals. *Id.* The Act requires that ownership units be affordable to and sold to lower
11 income households earning less than eighty (80) percent of AMI. § 54222.5; Health & Safety Code
12 §§ 50052.5(3) & 50079.5. In the event that more than one entity meets this standard, the local
13 agency shall give priority to the one that proposes to provide the greatest number of affordable units
14 at the deepest level of affordability (i.e., affordable to households at the lowest income levels). §
15 54227(a).

16 19. When an affordable housing developer notifies the local agency that it is interested in
17 purchasing or leasing the surplus land, the local agency is obligated to enter into good faith
18 negotiations for a period of ninety (90) days. § 54223. If the price or terms cannot be agreed upon
19 after the good faith negotiation period, the land may be disposed of to a different entity, but the 2014
20 amendments to the Act require that if an entity develops ten or more residential units, at least fifteen
21 (15) percent of the units must be affordable to lower income households. *Id.*

22 **Housing Element Law and SB 2 Requirements**

23 20. California’s Housing Element Law requires every city and county to adopt and
24 periodically update a detailed Housing Element as part of its General Plan. §§ 65580, *et seq.* The
25 Housing Element must “make adequate provision for the housing needs of all economic segments of
26 the community,” by accommodating and facilitating the development of the community’s share of
27 the region’s housing need. § 65583.

1 21. All cities and counties in the Los Angeles region, including the City of Inglewood,
2 were required to update their Housing Elements for the 2013-2021 planning period by October 15,
3 2013. § 65588(e)(3)(A).

4 22. California Department of Housing and Community Development (“HCD”), as the
5 state agency with “primary responsibility for development and implementation of housing policy,” is
6 charged both with issuing guidelines on the preparation of Housing Elements and with reviewing
7 local Housing Elements for substantial compliance with the Housing Element Law. Health & Safety
8 Code §§ 50152, 50459(a)(1) & (b); § 65585.

9 23. Pursuant to Government Code Section 65583(a)(4)(A), enacted through Senate Bill 2
10 (“SB 2”) (Stats. 2007, ch. 633), every Housing Element adopted after March 31, 2008 must identify
11 a zone where emergency shelters would be permitted without discretionary review. In addition, SB
12 2 only permits localities to adopt objective emergency shelter management standards as enumerated
13 in the statute: number of permitted beds, parking requirements, waiting room or intake area size,
14 provision of onsite management, proximity to other shelters, length of stay, lighting, and security
15 during operational hours.

16 24. The zone, or zones, where emergency shelters are permitted without discretionary
17 review must have an adequate capacity to accommodate the need for emergency shelter identified in
18 the housing element analysis pursuant to Government Code Section 65583(a)(7).

19 25. Government Code Section 65583(a)(5) also requires that every community shall
20 consider transitional and supportive housing as a residential property use and both shall only be
21 subject to the same restrictions that apply to the same type of residential units in the same zone. In
22 addition, cities are required to remove constraints that prevent or discourage the residential
23 development that serves people with disabilities, transitional and supportive housing, and emergency
24 shelters.

25 26. The Housing Element must contain various programs to promote and facilitate the
26 production and preservation of housing for all income groups, including a program to identify sites
27 to encourage the development of a variety of types of housing such as multi-family rental housing,
28

1 mobilehomes, and emergency shelters. § 65583(c)(1).

2 27. Transitional housing is defined as buildings configured as rental housing
3 developments, but operated under program requirements that call for the termination of assistance
4 and recirculation of the assisted unit to another eligible program recipient at some predetermined
5 future point in time, which shall be no less than six months. Health & Safety Code § 50675.2(h); §
6 65582.

7 28. Supportive housing is defined as housing with no limit on length of stay, that is
8 occupied by the target population, and that is linked to onsite or offsite services that assist the
9 supportive housing resident in retaining the housing, improving his or her health status, and
10 maximizing his or her ability to live and, when possible, work in the community. Health & Safety
11 Code § 50675.14(b)(2); § 56682.

12 **Community Redevelopment Law**

13 29. Redevelopment agencies were created by local legislative bodies in accordance with
14 the State Community Redevelopment Law (“CRL”). Health & Safety Code §§ 33101-33105.
15 Redevelopment agencies were established to eliminate blight in a manner that cannot be
16 accomplished by private enterprises alone. *Id.* at §§ 33030, 33037, 33320.1. Agencies designated
17 one or more redevelopment project areas, each governed by its own redevelopment plan, to
18 accomplish eradication of blight. *Id.* at §§ 33320.1, 33322, 33367.

19 30. To increase the supply of housing, the CRL imposes the inclusion of affordable
20 housing units when a redevelopment agency or other entity develops any new housing, or
21 substantially rehabilitates existing housing, within the project area. A percentage of these units must
22 be available and affordable to, and actually occupied by, households with very low, low and
23 moderate incomes. *Id.* at § 33413(b).

24 31. The CRL also requires that any affordable housing units that were demolished as part
25 of redevelopment activities have to be replaced. *Id.* at § 33413(a).

26 32. All redevelopment agencies dissolved as a matter of law on February 1, 2012,
27 pursuant to legislation that amended the CRL, in accordance to Stats. 2011-12 1st Ex. Sess. Ch. 5,
28

1 enacted June 29, 2011 (“ABx1 26” or “Dissolution Law”), as modified by the decision of the
2 California Supreme Court in *CRA v. Matosantos*, 53 Cal.4th 231 (2011), and as amended by Stats.
3 2012, Ch. 26, enacted June 27, 2012 (AB 1484). When the redevelopment agencies dissolved
4 pursuant to ABx1 26, any “tax increment” that would have been allocated to redevelopment agencies
5 is instead allocated to successor agencies for payment of enforceable obligations incurred by the
6 former redevelopment agencies; the remaining balances were allocated in accordance with
7 applicable constitutional and statutory provisions. Health & Safety Code § 34183, ABx1 26, at Ch. 5,
8 § 1 (i).

9 33. The Dissolution Law established successor agencies to carry out the duties of the
10 former redevelopment agencies. Successor agencies could retain the housing functions of the former
11 redevelopment agency or transfer those responsibilities to another entity. Health & Safety Code §
12 34176.

13 34. The obligation to provide affordable housing pursuant to Section 33413 is a duty
14 imposed by law upon the former redevelopment agency, which is now an enforceable obligation
15 under the terms of the Dissolution Law. *Id.* at § 34171(d)(1). The Dissolution Law requires the
16 Housing Successor to prepare an Annual Report on its housing activities, including any outstanding
17 obligations pursuant to Section 33413, its progress towards meeting those obligations, and its plans
18 to meet the unmet obligations. *Id.* at § 34176.1(f).

19 35. The Dissolution Law also established a process to provide tax increment funds, called
20 Redevelopment Program Tax Trust Fund (“RPTTF”), to pay for the enforceable obligations of the
21 former redevelopment agencies including paying contracts, bonds, and housing activities required
22 by the CRL. *Id.* at § 34182.

23 36. The Dissolution Law requires that the Successor Agency prepare a Recognized
24 Obligation Payment Schedule (“ROPS”) that must be reviewed for approval by the Oversight Board
25 and submitted to the Department of Finance and the County Auditor Controller to provide for the
26 allocation of RPTTF amounts. *Id.* at §§ 34177(l) & (m). The ROPS covers the payments required to
27 be paid by the Successor Agency for its enforceable obligations for successive six month periods.

1 **Government Code Section 65008**

2 37. Government Code Section 65008 prohibits local government agencies, including
3 cities and counties, from taking actions, including in the administration of ordinances, which prohibit
4 or discriminate against any residential development or shelter because the development is intended
5 for occupancy by “person or families of very low, low, moderate, or middle income.” §
6 65008(b)(1)(C).

7 **California Fair Employment and Housing Act**

8 38. The California Fair Employment and Housing Act (“FEHA”) prohibits cities from
9 discriminating through public land-use practices, decisions, and authorizations on the basis of race,
10 color, national origin, sex, gender, familial status, disability, sexual orientation, marital status,
11 ancestry, source of income, and religion. § 12900 *et seq.*

12 39. The City and its lawmakers have long known of the dearth of affordable housing and
13 emergency shelters for low-income residents. In the Inglewood Housing Element 2013-2021,
14 adopted in January 2014, the City acknowledged that “[o]ver eighty percent (80%) of Inglewood
15 households have income levels that would qualify for some level of affordable housing.”⁶ More
16 recently, in September 2017, the City Council created an Affordable Housing Trust Fund after staff
17 identified a need for more affordable housing in the city. The City acknowledges that, “[The] lack of
18 affordable housing ... contribute[s] to homelessness among families.”⁷

19 40. Furthermore, the City has acknowledged the necessity of providing more emergency
20 shelters, transitional and supportive housing for its housing insecure population. The Inglewood
21 Housing Element 2013-2021 states that along with emergency shelters, “Transitional and Supportive
22 Housing are [] an essential component to permanently ending homelessness.”⁸

23 41. However, the City has refused to comply with all of its legal obligations, instead
24 taking actions that will reduce the construction of affordable housing and other shelter for low-
25 income households in the city of Inglewood.

26 _____
27 ⁶ Inglewood Housing Element 2013-2021 at 2-9.

⁷ *Id.* at 2-26.

28 ⁸ *Id.* at 2-22.

1 **Senior Citizen Accessory Dwelling Ordinance**

2 42. The City of Inglewood passed Ordinance 2457 in December 1983, which
3 implemented regulations for the development of accessory dwelling units, referred to as Senior
4 Citizen Accessory Units, in the R-1 zone. Inglewood Municipal Code, Section 12-18.8.

5 43. Ordinance 2457 limits whom can occupy these Senior Citizen Accessory Units to two
6 individuals, one of whom must be sixty (60) years of age or older, and both of whom must be
7 “adults.” *Id.* at Section 12-18.8(g).

8 **Failure to Comply with the California Housing and Anti-Discrimination Laws**

9 ***Failure to Comply with the Surplus Land Act***

10 44. On June 15, 2017, the City of Inglewood held a special City Council meeting to
11 consider and approve an Exclusive Negotiating Agreement (“ENA”) involving the potential sale of
12 various parcels of land to Murphy’s Bowl, a private entity, with the goal of building an NBA arena
13 for the Los Angeles Clippers (“the Proposed Project”). The ENA requires the City, the Successor
14 Agency and the Parking Authority (“the ENA Entities”) to exclusively negotiate with Murphy’s
15 Bowl LLC over the next three years.

16 45. The various parcels of land identified in the ENA are divided into three categories.
17 The first category consists of parcels of land owned by the City; the second category consists of
18 parcels of land under the control of the Successor Agency. The third category of parcels are privately
19 owned parcels and the ENA states the City will obtain this land through eminent domain if needed
20 for the Proposed Project.

21 46. On July 21, 2017, the ENA Entities voted again to approve the ENA.

22 47. On August 15, 2017, the ENA Entities approved an amended ENA that curtailed, but
23 did not eliminate, the City’s ability to use eminent domain for the Proposed Project (“Amended
24 ENA”).

25 48. On October 2, 2017, Public Counsel submitted a letter to the City, requesting that it
26 provide information on its compliance with the SLA, and that it take all necessary steps to comply
27 with the SLA. The letter explained that the City had entered into an ENA to dispose of surplus land
28

1 without regard to the requirements of the SLA. Public Counsel also included a Public Records Act
2 (“PRA”) request for all documentation related to the City’s compliance with the SLA.

3 49. On October 20, 2017, Public Counsel submitted a second PRA request that included
4 another request for documentation related to the City’s compliance with the SLA.

5 50. Despite repeated follow-up requests, the City has provided no documentation
6 demonstrating that it complied with the SLA prior to entering into either the ENA or the Amended
7 ENA, or that it has any policies or procedures in place that dictate compliance with the SLA.⁹

8 51. On February 20, 2018, the City of Inglewood issued a Notice of Preparation of a
9 Draft Environmental Impact Report and Public Scoping Meeting (“the NOP”), which included a
10 more detailed description of the Proposed Project. The NOP confirms that the City intends to
11 continue negotiations to sell the vast majority of City-owned and Successor-owned parcels identified
12 in the Amended ENA to Murphy’s Bowl.

13 ***Failure to Provide for Replacement of Affordable Housing Units***

14 52. The Inglewood Redevelopment Agency, along with all other redevelopment agencies
15 across the state, was dissolved on February 1, 2012.

16 53. In anticipation of the dissolution, the City passed a resolution on January 10, 2012,
17 naming the City Council as the Successor Agency. As the Successor Agency, the City Council
18 assumed the former redevelopment agency’s enforceable obligations, including the duty to replace
19 any affordable housing units destroyed or removed from the market. The Successor Agency has not
20 met this obligation.

21 54. The City Council also designated the Inglewood Housing Authority as the Housing
22 Successor, and as such, the Housing Authority assumed the housing-specific assets and obligations
23 of the former redevelopment agency. Therefore, the Housing Authority also has an obligation to
24 meet the replacement housing obligations of the former redevelopment agency. The Inglewood
25 Housing Authority has not met this obligation.

26 _____
27 ⁹ While the City has a local ordinance dealing with the disposal of real property, Inglewood
28 municipal code Article 6(A), it is inconsistent with the requirements of the SLA.

1 55. According to the Housing Successor’s most recent Annual Report regarding its low
2 income housing activities for Fiscal Year 2015-2016,¹⁰ the City still needs to produce 112 affordable
3 housing units to meet its replacement housing obligations under Section 33413.

4 56. In its 2015-2016 Annual Report, the Housing Successor does not report any progress
5 towards meeting its housing obligations under Section 33413, and does not include any plan to meet
6 those obligations. The Successor Agency has not included any request to meet its affordable housing
7 obligation under Section 33413 in its most recent ROPS request for Fiscal Year 2018-2019.

8 ***Failure to Comply with Housing Element Law***

9 57. Despite the clear requirements of SB 2, the City submitted a draft Housing Element to
10 the California Department of Housing and Community Development (“HCD”) for review in May
11 2010 that did not comply with the requirements of SB 2. In a letter dated July 19, 2010 (“July 2010
12 Letter”), HCD identified the City’s failure to comply with several requirements of SB 2.¹¹

13 58. HCD stated in their July 2010 Letter that the City needed to identify, at minimum,
14 one zone that allows emergency shelters by right, demonstrate the suitability of the selected zone for
15 the placement of emergency shelters, and demonstrate that there are a suitable number of sites
16 available for the possible development of emergency shelters in the identified zone.¹²

17 59. The City revised its draft 2008-2013 housing element to include a program to amend
18 its zoning code to comply with SB 2 but never implemented that program before the next housing
19

20
21 ¹⁰ “Housing Successor to the Redevelopment Agency Annual Report Regarding the Low and
22 Moderate Income Housing Asset Fund for Fiscal Year 2015-2016 Pursuant to California Health and
23 Safety Code Section 34176.1(F) for the City of Inglewood,” Housing Successor (Mar. 23, 2017)
24 *available at* <https://www.cityofinglewood.org/DocumentCenter/Home/View/1283>.

25 ¹¹ “Review of the City of Inglewood’s Draft Housing Element,” Cathy E. Creswell, Deputy Director,
26 Department of Housing & Community Development to Wanda Williams, Acting Planning and
27 Building Director, City of Inglewood (July 19, 2010), *available at*

28 <http://www.hcd.ca.gov/community-development/housing-element/docs/laninglewood071910.pdf>.

¹² “The element must identify a zone that allows larger shelters, demonstrate sufficient capacity to
accommodate at least one year-round emergency shelter and describe the characteristics and
suitability of the zone for emergency shelters. In addition, the element must demonstrate that
existing or proposed permit processing, development, and management standards encourage and
facilitate the development of, or conversion to, emergency shelters. The element should demonstrate
compliance with Chapter 633, Statutes of 2007 (SB 2).” *Id.*

1 element revision was due.

2 60. During the 2013-2021 planning period, the City again submitted a draft housing
3 element to HCD that did not comply with the requirements of SB 2. HCD, in a letter dated October
4 24, 2013, stated it could not find the draft housing element in compliance until the City amended its
5 zoning code to comply with SB 2.

6 61. On December 17, 2013, the City adopted Ordinance No. 13-05 that amended the
7 Inglewood municipal code, identifying the M-1 Zone as the zone that allows for emergency shelters
8 by right. In other words, the M-1 Zone is the only zone in the City that allows for the placement of
9 emergency shelters without having to obtain a Special Use Permit (“SUP”) or undergoing other
10 discretionary review.

11 62. In the Inglewood Housing Element 2013-2021, the City identified a need for shelter
12 for 200-300 people.¹³

13 63. The Inglewood Housing Element 2013-2021 includes Policy 1.1 committing the City
14 to “Provide adequate sites for all types of housing.”¹⁴

15 64. The Inglewood Housing Element 2013-2021 was adopted by the Inglewood City
16 Council on January 28, 2014 and submitted the element to HCD on April 1, 2014 for review.

17 65. HCD issued a letter on May 20, 2014 finding the adopted Housing Element 2013-
18 2021 complied with state law.

19 66. On or about, October 18, 2016 the City adopted the New Downtown and Fairview
20 Heights Transit Oriented Development (“TOD”) Plan and Design Guidelines.

21 67. On information and belief, on or around, November 1, 2016, the Inglewood City
22 Council adopted Ordinance 17-03 changing the zoning designation for multiple M-1 sites to the
23

24
25 ¹³ Inglewood Housing Element 2013-2021 at 2-21. More recently, in a City Staff Report dated April
26 24, 2018, the City stated that its homeless population totaled 335 persons. *See* “Agreement with the
27 County of Los Angeles for Homeless Initiative – Measure H Cities Homeless Planning Grant,”
Section 8, Housing, and Community Development Block Grant to Mayor and Council Members
(Apr. 24, 2018), *available at*
<https://www.cityofinglewood.org/AgendaCenter/ViewFile/Item/4128?fileID=2420>.

28 ¹⁴ Inglewood Housing Element 2013-2021 at 3_r1.

1 zoning designation TOD Mixed-Use to implement the City’s New Downtown and Fairview TOD
2 Plans.

3 68. TOD Mixed-Use sites do not permit emergency shelters.¹⁵ By changing multiple sites
4 from the M-1 zone to the TOD zoning designation, the City has diminished its capacity to
5 accommodate emergency shelters and transitional housing.

6 69. On information and belief, the City has not designated additional M-1 sites since
7 November 2016.

8 70. The City is now developing the Westchester/Veterans TOD Plan. The
9 Westchester/Veterans TOD Plan, if approved, would re-zone additional current M-1 sites to a zoning
10 designation of Mixed Use (MU) -2 , MU-2A, MU-A, MU-M, CMU-1, and Airport Campus (AC).
11 None of the MU zones permit emergency shelters without discretionary review nor does the AC
12 zoning designation.¹⁶

13 ***Violations of Fair Housing Law***

14 *Transitional and Supportive Housing*

15 71. In the July 2010 Letter, HCD also stated that the City needed to amend their zoning
16 code in order to allow both transitional and supportive housing development in all residential areas
17 and with no more restrictions than those that apply to other residential uses. HCD also stated that
18 these amendments needed to be consistent with all of the requirements of SB 2.

19 72. On December 17, 2013, the City adopted Ordinance No. 13-05, amending the
20 Inglewood municipal code, adding definitions of “transitional housing”¹⁷ and “supportive housing”¹⁸

21 _____
22 ¹⁵ “New Downtown and Fairview Transit Oriented Development Plan & Design Guidelines,” The
23 Arroyo Group (Oct. 1, 2016) at 34, *available at* [http://inglewood.arroyogroup.com/wp-](http://inglewood.arroyogroup.com/wp-content/uploads/2017/01/The-New-Downtown-Fairview-Heights-TOD-Plan-Design-Guidelines-lo-res.pdf)
24 [content/uploads/2017/01/The-New-Downtown-Fairview-Heights-TOD-Plan-Design-Guidelines-lo-](http://inglewood.arroyogroup.com/wp-content/uploads/2017/01/The-New-Downtown-Fairview-Heights-TOD-Plan-Design-Guidelines-lo-res.pdf)
25 [res.pdf](http://inglewood.arroyogroup.com/wp-content/uploads/2017/01/The-New-Downtown-Fairview-Heights-TOD-Plan-Design-Guidelines-lo-res.pdf); Inglewood Municipal Code, Sections 12-31.21, 12-31.26, 12-31.31, 12-31.36, & 12-31.41.

26 ¹⁶ “Westchester/Veterans Station Area Transit Oriented Development Plan & Design Guidelines,”
27 The Arroyo Group (Public Review Draft – Nov. 2017) at 25-26, *available at*
28 <http://inglewood.arroyogroup.com/wv-reports-and-documents/>.

¹⁷ “‘Transitional Housing’ shall mean one or more buildings configured as a rental housing
development that is exclusively designated and targeted for individuals and households at immediate
risk of becoming homeless or transitioning from homelessness to permanent housing; and that is
operated and managed by a transitional provider under program requirements that call for the
termination of assistance and recirculation of the assisted unit to another eligible program recipient

1 to the code. The City also amended the definition of “dwelling”¹⁹ to include transitional housing and
2 supportive housing and amended the definition of “family.”²⁰

3 73. The Inglewood municipal code does not explicitly identify “transitional housing” or
4 “supportive housing” as a permitted use in any residential zone.

5 74. The amended definition of “family” in the Inglewood municipal code characterizes a
6 family as individuals living in a dwelling unit whom “maintain[] a single lease or rental agreement
7 for all members of the household.”²¹

8 75. The R-1 One-Family Zone allows for “one-family dwellings” and “group home[s]”
9 that do not exceed six residents.²²

10 76. Thus, supportive and transitional housing that does not meet the City’s definition of
11 “one-family dwelling” or “group home” is not allowed in the R-1 One-Family Zone, excluding these
12 forms of housing from large portions of the City.

13 *Accessory Dwelling Unit Ordinance*

14 77. Inglewood’s accessory dwelling unit ordinance, Ordinance 2457, limits whom can
15 occupy Senior Citizen Accessory Units to two individuals, one of whom must be sixty (60) years of
16 age or older, and both of whom must be “adults.”²³

17
18 at some predetermined future point in time, which shall be no less than six months. The development
19 may include space for ancillary supportive services used by residents only. Any communal
20 housing that does not provide individual units must adhere to the requirements for group homes or
21 community care facilities and the like.” Inglewood Municipal Code, Section 12-1.126.1.

22 ¹⁸ “‘Supportive Housing’ shall mean housing with no limit on length of stay, that is operated by a
23 supportive housing provider, that is occupied by a target population, and that is linked to onsite or
24 offsite services that assist the supportive housing resident in retaining the housing, improving his or
25 her health status, and maximizing his or her ability to live and, when possible, work in the
26 community. The development may include space for ancillary supportive services used by residents
27 only.” *Id.* at Section 12-1.122.1.

28 ¹⁹ “‘Dwelling’ shall mean a building or portion thereof designed for or occupied exclusively for
residential purposes, including one-family, two-family, multiple dwellings, transitional housing, and
supportive housing, but not including hotels, boarding and lodging houses.” *Id.* at Section 12-1.35.

²⁰ “‘Family’ shall mean a single individual, or two or more persons sharing a dwelling unit in a living
arrangement usually characterized by sharing household/living expenses and sharing household
operational/maintenance duties, as well as maintaining a single lease or rental agreement for all
members of the household and other similar characteristics indicative of a single household. *Id.* at
Section 12-1.42.

²¹ *Id.*

²² *Id.* at Section 12-18(1) & (6).

²³ *Id.* at Section 12-18.8(g).

1 78. As a result, individuals with minor children are barred from residing in any accessory
2 dwelling unit under this ordinance. Furthermore, households who do not include a member who is
3 sixty (60) years of age or older are also barred from residing in these units.

4 79. Ordinance 2457 discriminates on the basis of age and familial status.

5
6 **First Cause of Action**
7 **Writ of Mandate – Compel Compliance with the Surplus Land Act**
8 **(Gov. Code §§ 54220 *et seq.*; Code of Civ. Proc. § 1085)**
9 **Petitioner Against City of Inglewood, Inglewood City Council, and Inglewood Successor**
10 **Agency.**

11 80. Petitioner incorporates by reference herein each and every allegation contained in the
12 previous paragraphs.

13 81. At all times relevant to this action, Respondents have had clear, mandatory duties and
14 prohibitions imposed by the Act. §§ 54220 *et seq.* Those mandatory duties include disposing of
15 surplus city-owned land in accordance with the Surplus Land Act, and administering the disposition
16 of surplus city-owned land in accordance with policies and practices that are not inconsistent with
17 any of the Act’s requirements.

18 82. Respondents have failed to comply with those mandatory duties and have entered into
19 an ENA with parties that are not entitled to preferential treatment under the SLA and that Agreement
20 prevents the City and Successor Agency from first offering the surplus sites for sale or lease to the
21 required parties.

22 83. Petitioner has no plain, speedy, and adequate remedy in the ordinary course of law.

23 84. Petitioner is beneficially interested in having Respondents comply with all applicable
24 provisions of the law and their legal duties, as set forth herein.

25 85. Petitioner requests relief, as set forth below.

26 **Second Cause of Action**
27 **Writ of Mandate – Compel Compliance with Housing Element Law**
28 **(Gov. Code § 65583(c)(1)); Code of Civ. Proc. § 1085)**
Petitioner Against the City of Inglewood

86. Petitioner incorporates by reference herein each and every allegation contained in the
previous paragraphs.

1 87. At all times relevant to this action, the City has had clear, mandatory duties and
2 prohibitions imposed by Government Code sections 65583(a)(4)(A) and 65583(c)(1). Those duties
3 include permitting emergency shelters in at least one zone without discretionary review and
4 identifying sites to encourage the development of a variety of types of housing, including emergency
5 shelters.

6 88. The City violates this requirement because although it identified a need for shelter for
7 300 people experiencing homelessness it does not have an adequate supply of land in the M-1 zone,
8 the only zone where shelters are permitted without discretionary review, for shelters that could
9 accommodate 300 people.

10 89. The City has not implemented its Housing Element 2013-2021 Policy 1.1 to provide
11 adequate sites for all types of housing, including emergency shelters

12 90. Petitioner has no plain, speedy, and adequate remedy in the ordinary course of law.

13 91. Petitioner is beneficially interested in having Respondents comply with all applicable
14 provisions of the law and their legal duties, as set forth herein.

15 92. Petitioner requests relief, as set forth below.

16
17 **Third Cause of Action**
18 **Writ of Mandate – Compel Compliance with the CRL Replacement Obligation**
 (Health & Safety Code § 33413, Code of Civ. Proc. § 1085)
19 **Petitioner Against the Successor Agency and Housing Authority**

20 93. Petitioner incorporates by reference herein each and every allegation contained in the
21 previous paragraphs.

22 94. The CRL requires that when dwelling units occupied by lower income residents are
23 destroyed or removed in a redevelopment project area as a result of financial assistance or a written
24 agreement with a redevelopment agency, one hundred percent of the units must be replaced within
25 four years from the date of removal. Health & Safety Code § 33413. In addition, when replacement
26 of such units is required, a redevelopment agency must give priority to those lower income persons
27 displaced, to rent or purchase the replacement housing units pursuant to a replacement housing plan.
28 *Id.* at § 33411.3. The CRL also requires that no less than 30 days prior to the execution of any

1 agreement which would lead to the destruction or removal of dwelling units from the low- and
2 moderate-income housing market, the Agency must prepare and adopt by resolution a replacement
3 housing plan. *Id.* at § 33413.5. Among other things, this plan must include an adequate means of
4 financing the replacement of one hundred percent of the units removed. *Id.* at §§ 33413(a), 33413.5.

5 95. California Health and Safety Code § 33413.5 further provides that within a
6 reasonable time before adopting the replacement housing plan, the redevelopment agency must make
7 a draft of the proposed replacement housing plan available for review and comment to public
8 agencies and the general public. The Agency must require that persons and families displaced by
9 Agency activity be given priority to housing that the Agency makes available for rent to low- or
10 moderate-income households as part of a redevelopment project. *Id.* at § 33411.3.

11 96. At all times relevant to this action, Respondents have had clear mandatory duties and
12 prohibitions imposed by the CRL, and Respondents have repeatedly violated those duties and legal
13 prohibitions as alleged herein. In violation of the CRL, Respondents failed to provide the required
14 number of replacement dwelling units nor adopt or make available for public comment and review a
15 Replacement Housing Plan that plans for the replacement of the dwelling units that they are
16 obligated to provide, and gives the displaced residents priority to the replacement housing.

17 97. Petitioner is directly and beneficially interested in having Respondents comply with
18 all applicable provisions of the law and their legal duties, as set forth herein. Unless compelled by
19 this Court to refrain from acts prohibited by law and to comply with their statutory affordable
20 housing obligations, Respondents will continue to refuse to perform said duties and continue to
21 violate the law, thereby injuring Petitioner. Petitioner requests a writ of mandate compelling
22 Respondents to immediately adopt an adequate Replacement Housing Plan in compliance with the
23 CRL.

24
25 **Fourth Cause of Action**
26 **Writ of Mandate – Compel Compliance with Land Use Non-Discrimination Law**
27 **(Gov. Code § 65008 (b)(1)(C); Code of Civ. Proc. § 1085)**
28 **Petitioner Against the City of Inglewood**

1 98. Petitioner incorporates by reference herein each and every allegation contained in the
2 previous paragraphs.

3 99. At all times relevant to this action, Respondent has had clear, mandatory duties and
4 prohibitions imposed by Government Code section 65008.

5 100. The acts and omissions of the City alleged herein discriminate against the
6 development of housing intended for occupancy by persons or households with very-low and low-
7 incomes in the City of Inglewood.

8 101. The ENA prevents the City and Successor Agency from offering the surplus sites for
9 sale or lease to the entities entitled to preference under the SLA, who could negotiate to purchase the
10 properties for the construction of affordable housing development for lower income households.

11 102. The City knew, or should have known, that its policy would discriminate against
12 affordable housing for lower income households. This discrimination is in direct violation of section
13 65008(b)(1)(C).

14 103. Petitioner has no plain, speedy, and adequate remedy in the ordinary course of law.

15 104. Petitioner is beneficially interested in having Respondents comply with all applicable
16 provisions of law and their legal duties, as set forth herein.

17 105. Wherefore Petitioner prays for relief, as set forth below.

18 **Fifth Cause of Action**
19 **Permanent Injunction Ceasing a Violation of Fair Employment and Housing Act**
20 **(Gov. Code § 12900 *et seq.*, Code of Civ. Proc. §§ 526, 526a)**
21 **Petitioner Against City of Inglewood**

22 106. Petitioner incorporates by reference herein each and every allegation contained in the
23 previous paragraphs.

24 107. At all times relevant to this action, Respondent has had clear, mandatory duties and
25 prohibitions imposed by Government Code sections 12900 *et seq.*, California's Fair Employment
26 and Housing Act.

27 108. The City's acts and omissions, as alleged, discriminate based on race, ethnicity, and
28 disability status in that they result in the denial of housing opportunities available to these protected
classes, and in their exclusion from, and/or their segregation within Inglewood.

1 109. The City entered an Exclusive Negotiating Agreement that prevents it from making
2 available sites for affordable housing as required by the Act, acting with knowledge that members of
3 protected classes are more often low-income and spend a greater percentage of their income on
4 housing costs and are in greater need of affordable housing. Petitioner is informed and believes, and
5 on that basis allege, that persons and households needing affordable housing in Inglewood are
6 disproportionally members of certain racial and ethnic groups, and individuals with disabilities.

7 110. The City's lack of compliance with Surplus Land Act also causes a discriminatory
8 effect. Lower income households in need of affordable housing in Inglewood, including those
9 overpaying for housing, are disproportionally members of certain racial and ethnic groups and
10 individuals with disabilities and therefore the policy predictably causes a disproportionate and
11 adverse impact on members of these protected classes. The City's violation of the Surplus Land Act
12 has disparate effect on protected classes. The City action has the effect of denying housing
13 opportunities and the enjoyment of residence in the City to households in these protected classes to a
14 greater degree than other households. These disparities are statistically significant and did not occur
15 by chance.

16 111. The City's Zoning Code defines family as one or more people that share expenses and
17 has a single lease. This prevents people living in transitional or supportive housing from meeting the
18 definition of family and prevents people living in transitional or supportive housing from living in
19 homes in a zone that only allows single-family homes. This prevents people living in transitional
20 housing and supportive housing from living in several neighborhoods of Inglewood that only permit
21 single-family dwellings.

22 112. People living in transitional and supportive housing often have disabilities and
23 therefore the City's definition of family has the effect of denying housing opportunities and
24 enjoyment of residence in the City to households in this protected class to a greater degree than other
25 households. These disparities are statistically significant and did not occur by chance.

26 113. The City's Ordinance 2457 limits the occupancy of accessory dwelling units to two
27 adults, one of whom is required to be at least sixty (60) years of age. As a result, the ordinance
28

1 discriminates against families with minor children and families that do not include a member who is
2 at least sixty (60) years of age.

3 114. Petitioner, other members of the public and lower-income families are suffering
4 irreparable injury as a result of the unlawful acts and omissions of Respondents. The injuries
5 suffered are not easily quantified or compensable. No money damages or other legal remedy could
6 adequately compensate Petitioner and low-income families for the irreparable harm the City's
7 conduct has caused, continues to cause, and threatens to cause Petitioners and members of the
8 public. The City, unless enjoined, will continue to violate state housing laws and violate anti-
9 discrimination laws and which has an adverse impact on Petitioner, other members of the public and
10 low-income families.

11 115. Petitioner has no plain, speedy, and adequate remedy in the ordinary course of law.

12 116. Petitioner is beneficially interested in having Respondent comply with all applicable
13 provisions of law and their legal duties, as set forth herein.

14 117. Wherefore Petitioner prays for relief, as set forth below.

15 **Sixth Cause of Action**
16 **Declaratory Relief Civ. Proc. Code § 1060)**
17 **Petitioner Against All Respondents**

18 118. Petitioner incorporates by reference herein each and every allegation contained in the
19 previous paragraphs.

20 119. An actual controversy exists between Petitioner and Respondents because: the City
21 and Successor Agency have failed to comply with the Surplus Land Act; the City has failed to
22 comply with housing element law, land use anti-discrimination laws, and state fair housing laws; the
23 Successor Agency and Housing Authority have failed to comply with Community Redevelopment
24 Law.

25 120. Petitioner is entitled to a legal declaration of their rights and the City, Successor
26 Agency, and Housing Authority's obligations under applicable state law as alleged in this
27 petition/complaint.

VERIFICATION

I, D'Artagnan Scorza, PhD., state that:

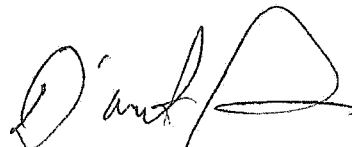
1. I am a member of the UPLIFT INGLEWOOD COALITION, and I am authorized to make this verification on its behalf.

2. I have read the foregoing Writ of Mandate and Complaint for Declaratory and Injunctive Relief and know its contents.

3. The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This verification was executed in Inglewood, California on June ~~15th~~, 2018.



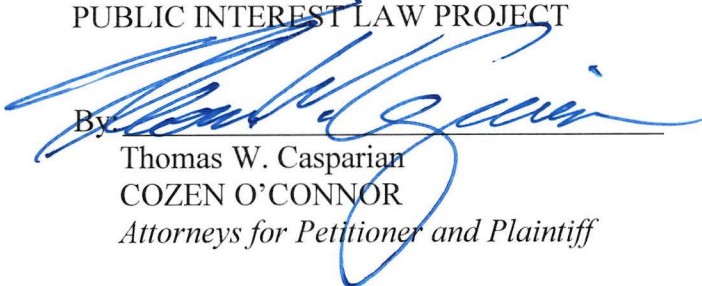
D'Artagnan Scorza, PhD.

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- (c) The City has failed to comply with their mandatory legal duties set forth in Housing Element Law;
 - (d) The City has failed to comply with their mandatory legal duties set forth in Community Redevelopment Law; and
 - (e) The City's failure to comply with their legal obligations has an unlawful discriminatory effect on Petitioner and therefore violates Gov. Code §§ 12900 *et seq.*, and 65008.
- 6. For an award to Petitioner's for their costs,
 - 7. For an award to Petitioner of their reasonable attorneys' fees,
 - 8. For such other relief as the Court deems just and proper.

Date: June 18, 2018

COZEN O'CONNOR
PUBLIC COUNSEL
PUBLIC INTEREST LAW PROJECT

By: 
Thomas W. Casparian
COZEN O'CONNOR
Attorneys for Petitioner and Plaintiff