Hermosa Beach Office
Phone: (310) 798-2400
Fax: (310) 798-2402

San Diego Office
Phone: (858) 999-0070
Phone: (619) 940-4522

CBC
Chatten-Brown & Carstens LLP
2200 Pacific Coast Highway, Suite 318
Hermosa Beach, CA 90254
www.cbcearthlaw.com

Douglas P. Carstens
Email Address:
dpc@cbcearthlaw.com

Direct Dial:
310-798-2400 Ext. 1

March 21, 2018

By email and Overnight Mail

Mindy Wilcox,
AICP, Planning Manager
City of Inglewood, 4th Floor
1 Manchester Boulevard
Inglewood, California 90301
mwilcox@cityofinglewood.org

Re: Comments on Notice of Preparation of Draft Environmental Impact Report for the Inglewood Basketball Entertainment Center

Dear Ms. Wilcox:

On behalf of Inglewood Residents Against Takings and Evictions (IRATE), we submit the following comments on the Notice of Preparation of an environmental impact report (EIR) for the Inglewood Basketball Entertainment Center (Proposed Project).

A. The ENA Must Be Rescinded Prior to Consideration of the EIR.

As an initial matter, we again call upon Inglewood to rescind its August 2017 approval of the Exclusive Negotiating Agreement (ENA) with Murphy's Bowl LLC that has locked Inglewood into refusing to consider any alternative uses of the Project site for at least three years.[1]

The NOP claims that the EIR will identify and evaluate a range of reasonable alternatives to the Proposed Project, including a No Project Alternative (Guidelines section 15126.6). However, Inglewood, along with its associated redevelopment and parking entities, through the ENA has already committed itself to refuse to consider alternatives during the three year exclusive negotiating period.

The ENA explicitly states: "During the Exclusive Negotiating Period and the sixty (60) day period referred to in Section 22 below, the Public Entities … shall not negotiate with or consider any offers or solicitations from, any person or entity, other than the

[1] IRATE seeks a writ of mandate from the Los Angeles Superior Court to require Inglewood to set aside the ENA in *Inglewood Residents Against Takings and Evictions v. Inglewood*, case no. BS 170333.

Developer, regarding a proposed DDA [Development and Disposition Agreement] for the sale, lease, disposition, and/or development of the City Parcels or Agency Parcels within the Study Area Site." (ENA, section 2 (a).) With the ENA in place, Inglewood would not in good faith be able to fully consider a range of alternatives as required by CEQA. Instead, its EIR review would become a post-hoc rationalization for a decision to approve the Proposed Arena Project which has already been made. Courts have expressly condemned such a use of an EIR:

> A fundamental purpose of an EIR is to provide decision makers with information they can use in deciding *whether* to approve a proposed project, not to inform them of the environmental effects of projects that they have already approved. If post-approval environmental review were allowed, EIR's would likely become nothing more than *post hoc* rationalizations to support action already taken. We have expressly condemned this use of EIR's.

(*Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 394.)

B. Alternatives to the Arena Project Must Be Analyzed in Depth in the EIR.

While an environmental impact report is "the heart of CEQA", the "core of an EIR is the mitigation and alternatives sections." (*Citizens of Goleta Valley v. Bd. Of Supervisors* (1990) 52 Cal.3d 553, 564.) Preparation of an adequate EIR with analysis of a reasonable range of alternatives is crucial to CEQA's substantive mandate to "prevent significant avoidable damage to the environment" when alternatives or mitigation measures are feasible. (CEQA Guidelines § 15002 subd. (a)(3).)

1. A Potential Rezone of the Lockhaven Tract Back to Its Original Residential Zoning Should be Analyzed.

Alternative uses of the parcels throughout the Project area are possible, including for housing. The proposed project area, also known as the northern portion of the Lockhaven Tract, was formerly zoned as R-3 until 1980. Then it was changed to M1-L for limited manufacturing. There are people living in the northern portion of the Lockhaven Tract currently, including people receiving Section 8 housing vouchers. If the area is rezoned to a residential type of zoning as it was in 1980 and before, the vacant lots could be used for affordable housing.

From the NOP, it is apparent that one or more zone changes would be required as part of the Proposed Project approvals. (NOP, p. 5 ["Zoning Changes" listed among "Anticipated Entitlements and Approvals"].) Therefore, the alternative of changing zoning to R-3 or some other type of residential zoning should be analyzed in the EIR.

2. The Potential for Usage of the Area for a Technology Park Must be Analyzed.

There was discussion of a Technology Park to be placed on the parcels, and that would be a potentially feasible alternative well worth analysis in the EIR. (https://www.dailybreeze.com/2018/03/06/owners-of-the-forum-sue-inglewood-its-mayor-for-fraud-over-potential-clippers-arena/.) The area's current M-1L zoning allows for extensive uses such as hotels, warehousing, and retail sales. (https://www.qcode.us/codes/inglewood/.)

3. The Potential for Usage of the Area for Community Serving Uses Must be Analyzed.

The community group Uplift Inglewood has a detailed proposal for potential usage of the parcels for various parts of the project area which is posted at the following address: https://www.upliftinglewood.org/resources.

The proposal includes a youth center, a day care senior center, a day care children center, a creative arts center, an environmental studies community center, a financial literacy center, a small business incubator center, office space, public art, public plazas, parks, courtyards, bikepaths, and sideswales. Because the parcels owned by the City, Successor Agency to the Redevelopment Agency, and the Parking District are public property, these public-serving ideas must be analyzed as part of the alternatives analysis.

4. Alternative Locations For the Arena Project Must Be Analyzed in the EIR.

Offsite alternatives are a key component of an adequate environmental analysis. An EIR must describe "a range of reasonable alternatives to the project, *or to the location of the project*, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives." (CEQA Guidelines § 15126.6 subd. (a).) Therefore, in addition to considering onsite design alternatives for the Proposed Arena Project, the EIR must also consider the possibility of relocating the Proposed Project elsewhere in a location that could have fewer adverse environmental impacts.

C. The Large Arena Project Would Have Extensive Environmental Impacts

The proposed Project would include a professional basketball arena consisting of approximately 18,000 to 20,000 seats as well as related landscaping, parking and various other uses such as a practice facility, team offices, a sports medicine clinic, restaurants, and retail uses. In addition to the 2-5 preseason, 41 regular season and 16 possible postseason games played by the Clippers, the project would include an additional 100-150 or possibly more events including concerts, family shows, conventions, and

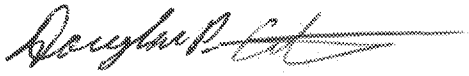
corporate or civic events. A project of this magnitude could have extensive impacts on the environment including impacts to air quality, traffic congestion, nighttime lighting, noise, etc.

D. The Public Must Be Involved With Proper Notice and Full Information.

We are very concerned that Inglewood must ensure it complies with the public participation requirements of the Brown Act, the California Environmental Quality Act, and other applicable legal requirements. We have contacted the District Attorney to express our concern that Inglewood has failed to appropriately comply by providing the public with inadequate notice and inadequate information to allow participation in Inglewood's review process. A copy of our letter to the District Attorney is attached. (Enclosure 1.) Press reports have underscored the public interest in the City's review process in published stories about the concerns. (Enclosures 2 and 3, "Documents Show How Inglewood Clippers Arena Deal Stayed Secret," KCET, Karen Foshay, March 15, 2018 and "In Possible Brown Act Violation, Inglewood Called Special Meeting to Minimize Public Involvement," March 17, 2018, Warren Szewczyk.)

Thank you for consideration of our views. We look forward to reviewing and commenting upon the Draft EIR. Pursuant to Public Resources Code section 21092.2, we request all future notices related to the Proposed Project.

Sincerely,



Douglas P. Carstens

Enclosures:

1. Letter of Chatten-Brown & Carstens to District Attorney dated March 15, 2018
2. "Documents Show How Inglewood Clippers Arena Deal Stayed Secret," Karen Foshay, March 15, 2018, posted at https://www.kcet.org/shows/socal-connected/documents-show-how-inglewood-clippers-arena-deal-stayed-secret
3. "In Possible Brown Act Violation, Inglewood Called Special Meeting to Minimize Public Involvement," March 17, 2018, Warren Szewczyk, posted at https://warrensz.me/in-possible-brown-act-violation-inglewood-called-special-meeting-to-minimize-public-involvement/

Enclosure 1

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Phone: (858) 999-0070
Phone: (619) 940-4522

Douglas P. Carstens
Email Address:
dpc@cbcearthlaw.com
Direct Dial:
310-798-2400 Ext. 1

March 15, 2018

The Honorable Jackie Lacey
District Attorney
766 Hall of Records
320 West Temple Street
Los Angeles, CA 90012

Re: Request for Investigation of Intentional Violations of the Brown Act by City of Inglewood in Approving Exclusive Negotiating Agreement and Arena Project

Dear District Attorney:

On behalf of the Inglewood Residents Against Takings And Evictions ("IRATE") we request that your office investigate Brown Act violations committed by the City of Inglewood[1] involving the proposed Clippers Arena Project in Inglewood. As evidenced in emails required to be produced by Court Order in *Inglewood Residents Against Takings And Evictions v. City of Inglewood*, counsel for the City and the project developer, Murphy's Bowl, agreed to limit the description of the item to be considered by the Council "so it won't identify the proposed project" and agreed not to provide the "normal 72 hours" notice under the Brown Act. The City and Murphy's Bowl collaborated, in violation of the Brown Act, to prevent the public from having a "fair chance to participate in matters" being considered by the City Council.

On June 15, 2017, the City held a special meeting. It is evident from emails between the City and Murphy's Bowl that there was ample time to provide the "normal 72 hours" notice as provided for by the Brown Act. (Attached as Enclosure 1 is a copy of the Special Meeting Agenda for the Inglewood City Council, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency and the Inglewood Parking

[1] As explained below, the actions appear to have been taken on behalf of the City of Inglewood, the Successor Agency to the Inglewood Redevelopment Agency and the Inglewood Parking Authority. Therefore, references to "City" in this letter include the Successor Agency and the Parking Authority.

Authority). The Agenda stated the following item would be considered at the City's special meeting:

> Economic and Community Development Department. Staff report recommending approval of an Exclusive Negotiating Agreement (ENA) by and among the City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Successor Agency), the Inglewood Parking Authority (Authority), and Murphy's Bowl LLC, a Delaware Limited Liability Company (Developer).

It is hard to imagine a less descriptive notice for a hearing to consider the development of an NBA arena for the Los Angeles Clippers on more than 80 acres of land that contemplated the use of eminent domain to take hundreds of residences and dozens of businesses, which would result in the eviction of hundreds (if not thousands) of residents as well as the loss of jobs. The ENA was explicit as to the possible use of eminent domain by the City to acquire people's homes and businesses. Properties containing homes, apartments and businesses were identified on a map attached to the ENA and designated for possible "acquisition…by eminent domain." Nowhere in the Agenda item is there a hint that people's homes and livelihood could be taken by the City and conveyed to Murphy's Bowl for the Clippers' arena.[2]

Nowhere in the Agenda notice do the words Clippers, NBA, basketball, or arena occur. Nowhere in the agenda does it even suggest the subject matter of the ENA. If a member of the public were able to figure out that the item somehow related to development, there is no indication of where this development might occur. There is no physical description of the area -- not a street name or intersection. The people in the community affected by this decision to "approve" the ENA had no clue what the City was considering.

We now know, because the City was ordered to produce the emails by the Court, that the City and Murphy's Bowl intentionally omitted this information from the Agenda.

We understand that the violation of the Brown Act is a serious matter so we do not make this request lightly. However, in light of evidence we have obtained as a result of a Court Order it is now clear that the City and Murphy's Bowl worked together to violate the Brown Act and frustrate its purpose.

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[2] At later hearings on the scope of this Arena Project, the City reduced the area of eminent domain due to community protests.

I. THE CITY VIOLATED THE BROWN ACT ON JUNE 15, 2017 AND AFTERWARDS.

A. The City's Special Meeting Notice Was Designed to Minimize Public Notice of and Interest in the Substance of the Matter Under Consideration.

The Brown Act requires agenda drafters to "give the public a fair chance to participate in matters of particular or general concern by providing the public with more than mere clues from which they must then guess or surmise the essential nature of the business to be considered by a local agency." (*San Diegans for Open Government v. City of Oceanside* (2016) 4 Cal.App.5th 637, 643.) Contrary to this legal requirement, the City and the project developer, Murphy's Bowl, actively deprived the public of the most basic information about what the City Council would consider.

As noted above, the Agenda provided no meaningful information as to what was actually to be considered by the City Council, Successor Agency and the Parking Authority. The public had no way to know from the Agenda that these public entities would be considering a proposed new arena for the Clippers and possibly condemn and evict hundreds if not thousands of residents.

In connection with the June 15, 2017 hearing, we and others objected to clear Brown Act violations. We demanded that the City cease and desist from its efforts to defeat the public transparency purposes of the Brown Act. What we did not know at that time was that the violations of the Brown Act were the result of knowing collaboration between the City and Murphy's Bowl.

B. The City and the Clippers Organization Hid the Ball About What Was Being Proposed for Approval.

This past Monday, March 12, 2018, because of a Court Order in *Inglewood Residents Against Takings And Evictions v. City of Inglewood*, we received from the City's attorneys a disclosure of previously-withheld communications between the City and Murphy's Bowl. These communications provide clear evidence of "collaboration" by the City and Murphy's Bowl LLC to violate the Brown Act prior to the June 15, 2017 meeting. (Enclosure 2.)

On June 9, 2017, Chris Hunter, representing Muphy's Bowl, told Royce Jones, who was representing the City, that "Our entity [i.e., Murphy's Bowl LLC] ***will have a generic name so it won't identify the proposed project.***" (Enclosure 2, page ING-251, emphasis added.) The name "Murphy's Bowl LLC," as stated by Mr. Hunter, was chosen to deprive the public of relevant information. As stated by Mr. Hunter, the development entity, "Murphy's Bowl," was so named so it would have a "generic name" that "won't

identify the proposed project." The email exchange shows that City officials actively participated in that misinformation campaign.

Mr. Steven Ballmer, owner of the Clippers professional basketball team for whom the Arena Project would be built, is the sole member of Murphy's Bowl LLC. (Enclosure 3 [page ING -285], Murphy's Bowl LLC formation papers.) Therefore, the effort by the City and Murphy's Bowl appears to have been designed to misinform the public about the entity that would participate in the ENA and defeat the government openness and transparency purposes of the Brown Act.

In fact, Mr. Hunter goes as far as to make clear that his client, presumably Murphy's Bowl, wants to minimize the time of the release of the ENA to just before the City Council hearing because "My client is trying to time its out reach to the various players." So apparently, it was important for Murphy's Bowl to tell "various players" about the Council meeting and the ENA. The public clearly does not qualify as a "player" as far as Murphy's Bowl and Mr. Hunter are concerned. This rare and uncensored glimpse into the real views of Murphy's Bowl and the City about the community is beyond shocking. Murphy's Bowl and the City had no concern for the people whose lives they were about to affect. No wonder the City fought so hard to prevent the disclosure of these revealing documents.

C. The City and the Clippers Gamed the System by Depriving the Public of As Much Notice as Possible.

A public agency must normally provide 72 hours' notice of a matter prior to a regularly scheduled public hearing:

> The Brown Act … is intended to ensure the public's right to attend the meetings of public agencies. (*Freedom Newspapers, Inc. v. Orange County Employees Retirement System* (1993) 6 Cal.4th 821, 825, 25 Cal.Rptr.2d 148, 863 P.2d 218.) To achieve this aim, the Act requires, inter alia, that an agenda be posted at least 72 hours before a regular meeting and forbids action on any item not on that agenda. (§ 54954.2, subd. (a); *Cohan v. City of Thousand Oaks* (1994) 30 Cal.App.4th 547, 555, 35 Cal.Rptr.2d 782.)

(*International Longshoremen's and Warehousemen's Union v. Los Angeles Export Terminal, Inc.* (1999) 69 Cal.App.4th 287, 293.) A notice period of 24 hours is allowed for special meetings, but this obviously provides less time for the public to become aware of the meeting and attend.

In response to Mr. Hunter's questioning whether the ENA had to be posted with the agenda for a public hearing, Mr. Jones, the City's attorney, answered that the

"document has to be posted with the agenda. ***That is why we elected to just post 24 hours versus the normal 72 hours.***" (Enclosure 2, p. ING-252, emphasis added.)

This is an email exchange on June 9, 2017, discussing the agenda for the June 15, 2017 meeting. So the City, along with the Clippers, purposefully decided to give only 24 hours' notice rather than the normal 72 hours' notice, so the public would have less notice about the ENA. This is an outrageous attempt to deprive the public of adequate notice when the City very easily could have given the normal 72 hours' notice for such an important matter for the City's residents' future.

Even earlier, in a June 5, 2017 email, Mr. Jones tells Mr. Hunter "the Mayor wants to schedule the meeting ***approving*** the ENA during the middle of June." (Enclosure 2, p. ING-169, emphasis added.) It is clear from the City Attorney's email that the ENA would be approved—that the Mayor and City officials had predetermined the matter before it was even presented to the City Council. Clearly the public didn't matter given that the City and Murphy's Bowl knew the City would provide an agenda item that gave no clue as to what was going to be considered and the City would provide only 24 hours' notice for people to figure it out. They also knew long beforehand they wanted to have the ENA at a public hearing on June 15, 2017, rendering 72 hour notice more than feasible. Instead, the City elected to deprive the public of the "normal" notice period, as noted by the City Attorney. The community was not one of the "players."

It is noteworthy that this limited public notice was provided for an Arena Project that resulted in intense public interest and packed public hearings with extensive public objections to the proposal ***after*** the Los Angeles Times ran a story about it and after the initial June 15 special meeting. (Enclosure 4 [LA Times Article entitled "Possible Clippers Arena has many Inglewood residents worried they may lose their homes or businesses"].)

II. INGLEWOOD HAS A HISTORY OF VIOLATING THE BROWN ACT WHICH YOUR OFFICE HAS INVESTIGATED AND DOCUMENTED.

The Brown Act violation set forth here is not an isolated incident in the City of Inglewood. On November 12, 2013, you sent a letter to the City of Inglewood in Case No. P13-0230 stating that actions by Mayor Butts at meetings on August 27, 2013 and September 24, 2013 "violated the Brown Act." (Enclosure 5.) We ask that you consider Inglewood's history of violating the Brown Act and frustrating public participation as part of the factual circumstances in evaluating our request to investigate the City's more recent Brown Act violations in connection with the Arena Project ENA.

III. CONCLUSION.

Because of the Court-ordered release of documents, we now know that the City and Murphy's Bowl worked together to provide a meaningless agenda description and only 24 hours' notice so that the project would not be known to the general public. The clear and unambiguous intent of the City and Murphy's Bowl was to deprive the public with meaningful notice as required by law.

We urge you to investigate the City's actions in intentionally violating the Brown Act and take appropriate steps to hold the City's leaders accountable.

Sincerely,

Douglas P. Carstens

Enclosures:

1. Special Meeting Notice dated June 15, 2017.
2. Emails dated June 9, 2017 of Royce Jones and Chris Hunter
3. Murphy's Bowl LLC Formation documents
4. LA Times Article of August 13, 2017 and August 14, 2017.
5. Letter of Los Angeles County District Attorney's Office dated November 12, 2013 to Inglewood City Council

cc: Bruce Gridley, Esq.
Edward Kang, Esq.
Charmaine Yu, Esq.
Royce Jones, Esq.
Chris Hunter, Esq.
Ms. Yvonne Horton, City Clerk, City of Inglewood
Ms. Margarita Cruz, Successor Agency Manager, Successor Agency
Mr. Artie Fields, City Manager, City of Inglewood
Bureau Fraud and Corruption Prosecutions, Public Integrity Division

ENCLOSURE 1

INGLEWOOD, CALIFORNIA
Web Site – www.cityofinglewood.org

Inglewood
All-America City
2009

06-15-17 City Council Meeting (Special) Original Document

Documents:

AGENDA06152017 - SPECIAL.PDF

1. ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
Staff report recommending approval of an Exclusive Negotiating Agreement (ENA) by and among the City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Successor Agency), the Inglewood Parking Authority (Authority), and Murphy's Bowl LLC, a Delaware Limited Liability Company (Developer).

Documents:

AGENDA ITEM NO. 1 (06152017 SPECIAL MTG).PDF

APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

PUBLIC COMMENTS REGARDING OTHER MATTERS

Persons wishing to address the City Council on any matter connected with City business not elsewhere considered on the agenda may do so at this time. Persons with complaints regarding City management or departmental operations are requested to submit those complaints first to the City Manager for resolution.

MAYOR AND COUNCIL REMARKS

The members of the City Council will provide oral reports, including reports on City related travels where lodging expenses are incurred, and/or address any matters they deem of general interest to the public.

ADJOURNMENT CITY COUNCIL

In the event that today's meeting of the City Council is not held, or is concluded prior to a public hearing or other agenda item being considered, the public hearing or non-public hearing agenda item will automatically be continued to the next regularly scheduled City Council meeting.

INGLEWOOD, CALIFORNIA
Web Site -- www.cityofinglewood.org

Thursday, June 15, 2017
9:30 A.M.

Inglewood
All-America City
2009

NOTICE AND CALL OF SPECIAL MEETING OF THE INGLEWOOD CITY COUNCIL/SUCCESSOR AGENCY/PARKING AUTHORITY (Government Code Section 54956)

TO THE MEMBERS OF THE CITY COUNCIL/SUCCESSOR AGENCY/PARKING AUTHORITY OF THE CITY OF INGLEWOOD

NOTICE IS HEREBY ORDERED by the Mayor/Chairman that a special meeting of the Council/Successor Agency/Parking Authority Members of the City of Inglewood will be held on Thursday, June 15, 2017, commencing at 9:30 A.M. in the Council Chambers, One Manchester Boulevard, Inglewood, California (Government Code Section 54956).

MAYOR
James T. Butts, Jr.
COUNCIL MEMBERS
George W. Dotson, District No. 1
Alex Padilla, District No. 2
Eloy Morales, Jr., District No. 3
Ralph L. Franklin, District No. 4

CITY CLERK
Yvonne Horton
CITY TREASURER
Wanda M. Brown
CITY MANAGER
Artie Fields
CITY ATTORNEY
Kenneth R. Campos

AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/PARKING AUTHORITY

CLOSED SESSION ITEM ONLY – 9:30 A.M.

Roll Call

PUBLIC COMMENTS REGARDING CLOSED SESSION ITEM ONLY

Persons wishing to address the City Council/ on the closed session item may do so at this time.

CS-1. Closed session – Confidential – Attorney/Client Privileged; Conference with Labor Negotiator Pursuant to Government Code Section 54957.6: Names of the Agency Negotiator: Jose O. Cortes, Human Resources Director: Name of Organizations Representing Employees: Inglewood Police Offices Association (IPOA); and Inglewood Police Management Association (IPMA).

OPENING CEREMONIES – 10:00 A.M.

Call to Order

Pledge of Allegiance

Roll Call

PUBLIC COMMENTS REGARDING AGENDA ITEMS

Persons wishing to address the Inglewood City Council/Successor Agency/Parking Authority on any item on today's agenda may do so at this time.

CONSENT CALENDAR

These items will be acted upon as a whole unless called upon by a Council Member.

1. **ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT**
   Staff report recommending approval of an Exclusive Negotiating Agreement (ENA) by and among the City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Successor Agency), the Inglewood Parking Authority (Authority), and Murphy's Bowl LLC, a Delaware Limited Liability Company (Developer).
   Recommendation:
   1) Approve Exclusive Negotiating Agreement.

MAYOR AND COUNCIL REMARKS

ADJOURNMENT CITY COUNCIL

*** No Accompanying Staff Report at the Time of Printing**

ENCLOSURE 2

Royce K. Jones

From:	Royce K. Jones
Sent:	Tuesday, May 9, 2017 7:09 PM
To:	'Chris Hunter'
Cc:	James Butts
Subject:	RE: NBA Arena Draft ENA

Good evening Chris. Sorry I missed your call. I tried your office number and instead of leaving a voicemail message I thought I'd shoot you this email to let you know that I am available tomorrow morning to discuss the next steps in the City's process and the mechanics generally associated with moving forward. So please let me know what times work for you and I will make myself available and call you.

As I have not had an opportunity to discuss the revised ENA with the City team, I will obviously not be in a position to discuss the revisions with you tomorrow. However, I do plan to speak with the City team in the next day or so and will definitely promptly provide a response to you once the review is completed.

I look forward to working with you on this very important transaction for our clients.

Royce K. Jones

Royce K. Jones, Esq.
KANE BALLMER & BERKMAN
rkj@kbblaw.com

515 S. Figueroa Street; Suite 780
Los Angeles, CA 90071
Telephone: 213-617-0480
Facsimile: 213-625-0931

402 West Broadway; 4th Floor
San Diego, CA 92101
Telephone: 619-567-3450
Facsimile: 619-567-3448

From: Chris Hunter [mailto:chunter@rhhslaw.com]
Sent: Tuesday, May 9, 2017 12:12 PM
To: Royce K. Jones
Cc: Renee Morgan-Hampton; Christopher Meany <CMeany@wilsonmeany.com> (CMeany@wilsonmeany.com); Dennis Wong VerbenaRH (dennis@verbenarh.com); Rising, Mark F.; Brandt Vaughan (brandt@ballmergroup.com)
Subject: RE: NBA Arena Draft ENA

Royce

Attached please find clean and redlined versions of the ENA. I look forward to working with you on this.

Please call or email and we can review these changes.

Thanks

Chris

Chris Hunter, Partner
RING HUNTER HOLLAND & SCHENONE, LLP
985 Moraga Road, Suite 210, Lafayette, CA 94549
Direct: 925.226.8247. | Cell: 925.639.6213 | Fax: 925.775.1941
chunter@rhhslaw.com | www.rhhslaw.com

From: Royce K. Jones [mailto:royce@kbblaw.com]
Sent: Friday, April 28, 2017 11:38 AM
To: Chris Hunter
Cc: Renee Morgan-Hampton
Subject: NBA Arena Draft ENA

Good afternoon Chris,

My name is Royce Jones and my law firm serves as special counsel to the City of Inglewood. At the request of Mayor James T. Butts, Jr., of the City of Inglewood and Dennis Wong of the Los Angeles Clippers, I have prepared and attached for your review a draft of a proposed Exclusive Negotiating Agreement (ENA) in accordance with discussions held last Friday (April 21, 2017) at Inglewood City Hall in which Mayor Butts and Mr. Wong along with certain other City and Clipper representatives were in attendance. The draft ENA generally details the potential deal points and negotiating parameters established for the preparation of a potential disposition and development agreement by the parties providing for the proposed development of an NBA arena and related uses on real property located within the City of Inglewood.

Please note that the draft ENA has not been reviewed or discussed with my clients and I am therefore reserving the right to make future revisions to the ENA based upon such review and discussions with my clients.

I look forward to working with you on the ENA. I can be reached at either the email address shown above or the Los Angeles telephone number listed below for my office.

Royce K. Jones

From: Royce K. Jones
Sent: Monday, June 5, 2017 8:58 AM
To: 'Chris Hunter'
Subject: RE: Just saw you called
Attachments: 7-1 ENA (00184764xC47F4).docx

Good morning Chris,

I had a chance to go over your revised draft of the ENA over the weekend and made what I hope will bring us really close to finalizing the ENA. As you will see that I made just a few changes that dealt with the acquisition of the Participating Parcels if the parties wanted to do commence acquisition efforts before the DDA and the payment of the $1.5M non-refundable deposit within 24 hours following City approval of the DDA since the Mayor wants to schedule the meeting approving the ENA during the middle of June. I also made a few minor clean up items. I will be available to talk anytime today except 1 pm to 2 pm to discuss the ENA. Hope you had a good weekend.

Royce K. Jones

Royce K. Jones, Esq.
KANE BALLMER & BERKMAN
rkj@kbblaw.com

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Los Angeles, CA 90071
Telephone: 213-617-0480
Facsimile: 213-625-0931

402 West Broadway; 4th Floor
San Diego, CA 92101
Telephone: 619-567-3450
Facsimile: 619-567-3448

-----Original Message-----
From: Chris Hunter [mailto:chunter@rhhslaw.com]
Sent: Saturday, June 3, 2017 12:58 PM
To: Royce K. Jones
Subject: Re: Just saw you called

Hi Royce

Following up on this. Are you available Monday to discuss?

Royce K. Jones

From:	Chris Hunter <chunter@rhhslaw.com>
Sent:	Thursday, June 8, 2017 6:51 AM
To:	Royce K. Jones
Subject:	Revised ENA
Attachments:	Revised 6-7 ENA (00185067xC47F4).docx

Hi Royce

Following up on my call, attached is the ENA with a couple of clarifications, each highlighted in yellow. Two of the changes revised "DDA approval" to "DDA approval and execution" and the other change incorporates the business point that had been agreed to by the parties that the FMV of the City and Agency Parcels will be determined as of the Effective Date of the ENA.

Let's touch base today and finalize.

Thanks

Chris

Chris Hunter, Partner
RING HUNTER HOLLAND & SCHENONE, LLP
985 Moraga Road, Suite 210, Lafayette, CA 94549
Direct: 925.226.8247. | Cell: 925.639.6213 | Fax: 925.775.1941
chunter@rhhslaw.com | www.rhhslaw.com

Royce K. Jones

From: Chris Hunter <chunter@rhhslaw.com>
Sent: Friday, June 9, 2017 5:22 PM
To: Royce K. Jones
Subject: Question

Hi Royce

What are the city's requirements for when the ENA document has to be posted. I understand The agenda has to go out 24 hours in advance but the question that I was asked was whether the document must be part of the public agenda or if it can be down loaded shortly before the hearing. My client is trying to time it out reach to the various players. Our entity will have a generic name so it won't identify the proposed project

Sent from my iPhone

Chris Hunter

Royce K. Jones

From:	Royce K. Jones
Sent:	Friday, June 9, 2017 5:28 PM
To:	Chris Hunter
Subject:	Re: Question

Hello Chris,

The document has to be posted with the agenda. That is why we elected to just post 24 hours versus the normal 72 hours.

Royce

Sent from my iPhone

> On Jun 9, 2017, at 5:22 PM, Chris Hunter <chunter@rhhslaw.com> wrote:
>
> Hi Royce
>
> What are the city's requirements for when the ENA document has to be posted. I understand The agenda has to go out 24 hours in advance but the question that I was asked was whether the document must be part of the public agenda or if it can be down loaded shortly before the hearing. My client is trying to time it out reach to the various players. Our entity will have a generic name so it won't identify the proposed project
>
> Sent from my iPhone
>
> Chris Hunter
>

Royce K. Jones

From:	Chris Hunter <chunter@rhhslaw.com>
Sent:	Wednesday, June 14, 2017 2:12 PM
To:	Brandt Vaughan; Dennis Wong VerbenaRH; Christopher Meany
Cc:	gillianz@clippers.com; Mark Rising (mrising@helsell.com); Royce K. Jones
Subject:	Wiring Instructions

Thanks Brandt. I just talked to Royce and he is heading to the City's finance department now and will send the wiring instructions

Royce – can you forward the wiring instructions to the people on this email?

Thanks

Chris Hunter, Partner
RING HUNTER HOLLAND & SCHENONE, LLP
985 Moraga Road, Suite 210, Lafayette, CA 94549
Direct: 925.226.8247. | Cell: 925.639.6213 | Fax: 925.775.1941
chunter@rhhslaw.com | www.rhhslaw.com

ENCLOSURE 3

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "MURPHY'S BOWL LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF JANUARY, A.D. 2017, AT 8:39 O'CLOCK A.M.

6272084 8100
SR# 20170057220

Authentication: 201819070
Date: 01-05-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

ING-270

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:39 AM 01/05/2017
FILED 08:39 AM 01/05/2017
SR 20170007238 - File Number 6272884

CERTIFICATE OF FORMATION
OF
MURPHY'S BOWL LLC

The undersigned, being an authorized person for purposes of executing this Certificate of Formation on behalf of Murphy's Bowl LLC, a Delaware limited liability company (the "L.L.C."), desiring to comply with the requirements of 6 Del. C. § 18-201 and the other provisions of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "Act"), hereby certifies as follows:

1. Name of the L.L.C. - The name of the L.L.C. is Murphy's Bowl LLC.

2. Registered Office and Registered Agent of the L.L.C. - The name of the registered agent for service of process on the L.L.C. in the State of Delaware is The First State Registered Agent Company. The address of the registered agent of the L.L.C. and the address of the registered office of the L.L.C. in the State of Delaware is 1925 Lovering Avenue, City of Wilmington, County of New Castle, Delaware 19806.

IN WITNESS WHEREOF, the undersigned hereby executes this Certificate of Formation in accordance with the provision of 6 Del. C. § 18-201 this 5th day of January, 2017.

(SEAL)
Emmanuel G. Papararis
Authorized Person

(GFM-00897856.DOCX-)

14.3 *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have signed, sealed and delivered this Agreement this 18th day of January, 2017, intending this Agreement to be effective as of the Effective Date.

COMPANY:

MURPHY'S BOWL LLC

By: _____
Greg A. Yaris
Manager

INITIAL MEMBER:

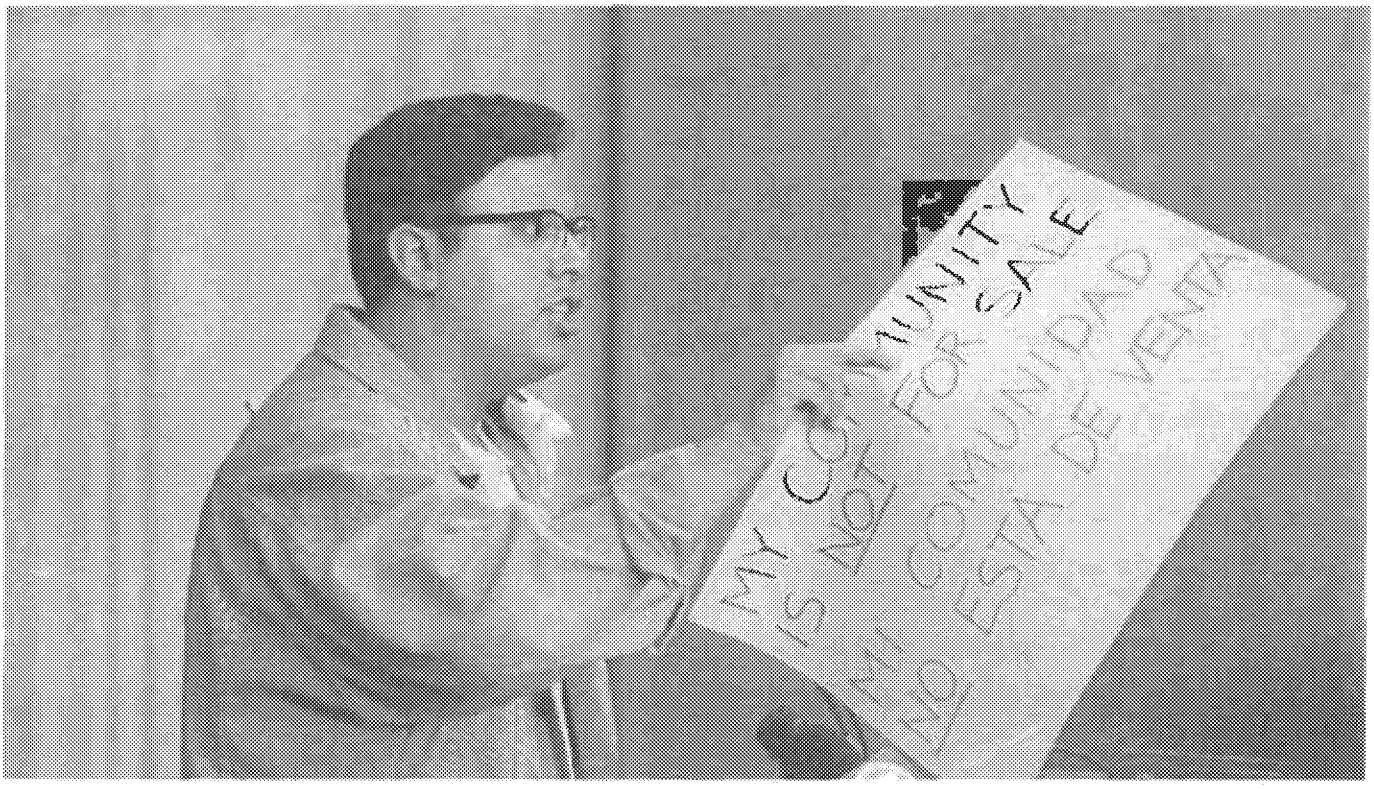
By: _____
Steven A. Ballmer
Individually, as manager of his separate property, and as the Sole Member

INITIAL MANAGER:

By: _____
Greg A. Yaris
Manager

ENCLOSURE 4

Possible Clippers arena has many Inglewood residents worried they may lose their homes or businesses



Ricardo Ramirez, 20, of Inglewood, who is against the proposal for a new arena for the L.A. Clippers in Inglewood, speaks to Mayor James T. Butts and city council members at a special city council meeting held on July 21. (Gary Coronado / Los Angeles Times)

By Nathan Fenno

AUGUST 13, 2017, 6:00 AM

When construction started on the $2.6-billion stadium for the Rams and Chargers last year, Bobby Bhagat figured his family's commitment to Inglewood would finally pay off.

For more than 40 years, they've owned the Rodeway Inn and Suites on busy Century Boulevard. The tidy 36-room property sits across the street from the 298 acres where the vast sports and entertainment district is starting to take shape.

"We've got a gold mine now that the stadium is coming," said Bhagat, whose father and uncle originally purchased the building. "This is what we worked for. We've been waiting for something like this to happen. Now with the Clippers project, it's all up in the air."

The family's gold mine could face a bulldozer.

When a Clippers-controlled company and Inglewood agreed in June to explore building an arena, the 22-page deal sent panic through the neighborhood. Some residents are praying for the project to fail, losing sleep, participating in protests, consulting lawyers.

All this because of the legalese buried in the agreement broaching the possibility of using eminent domain to supplement land already owned by the city. The site map attached to the document shows 100 "potential participating parcels" over a four-block area where the arena might be built. Eminent domain allows cities and other government agencies to pay fair market value to take private property from residents or business owners against their wishes for public uses.

The map doesn't indicate there are an estimated 2,000 to 4,000 people, predominately Latino, who live in the four-block area. Same for the scores of children — schools are a short walk away — and blue-collar residents who have been in the same houses for decades. Many residences include multiple generations of the same family. The median income hovers around $30,000.

The area includes the Inglewood Southside Christian Church, more than 40 single-family homes, apartment buildings with about 500 units, several businesses and the Rodeway Inn and Suites.

The city owns large parcels of land in the area around the business, making it one of the most plausible arena sites.

"It's not an eyesore, it's not blighted, it's well-kept, well-maintained and we don't want to go anywhere," Bhagat said. "We're going to fight tooth and nail to stop the project."

He is among a growing number of business owners and residents pushing back against Clippers owner Steve Ballmer's proposal to construct the "state of the art" arena with 18,000 to 20,000 seats alongside a practice facility, team offices and parking. Ballmer, worth an estimated $32 billion, has said the team will honor its lease to play at Staples Center through the 2024 season.

The Inglewood deal isn't final — some speculate it could be a negotiating ploy by Ballmer to wangle a better deal from the Anschutz Entertainment Group-owned Staples Center — but that hasn't slowed opposition.

One community group sued Inglewood last month in Los Angeles County Superior Court alleging the project should have been reviewed under California's Environmental Quality Act before the council

approved the agreement. The group also distributed fliers urging Inglewood Mayor James T. Butts Jr. to "stop this land grab." Another group, Uplift Inglewood, organized community meetings and protests. The Madison Square Garden Co., which owns the nearby Forum, issued a sharply-worded statement, accused the city of fraud in a claim for damages (usually the precursor to a lawsuit) and sued to obtain public records about the project.

In an email to The Times, Butts described the litigation as "frivolous" and said negotiations for the arena are "proceeding well."

At an Inglewood City Council meeting last month, the mayor insisted "no one is being displaced with the sales of these parcels." But opponents question how enough space exists to build an arena in four blocks without seizing private property. About 20 acres of city-controlled parcels are scattered across the 80-acre area.

The arena and associated structures would likely require at least 20 connected acres — and possibly more. That doesn't include any ancillary development or larger roads to handle increased traffic. The largest contiguous piece of land controlled by the city in the four-block area is only five acres. More would be needed for the project.

"In my opinion, there will not be any eminent domain proceedings of residential property or of church property," Butts wrote in an email. "As negotiations continue, there will be an opportunity for the City Council to make that clear at some point in the near future. That is not the intent of the project. I personally will not support the use of eminent domain proceedings to take any residential property."

But the response by some residents is a contentious departure from the groundswell of support 2½ years ago for Rams owner Stan Kroenke's plan to build his stadium on the site of the old Hollywood Park racetrack. Kroenke isn't involved with the Clippers project, though Wilson Meany, the sports and entertainment district's development manager, is filling the same role for the possible arena.

"This is something more than just bulldozing houses, this is a network of people and relationships that would also be destroyed," said Douglas Carstens, a Hermosa Beach land use attorney who sued Inglewood on behalf of the group Inglewood Residents Against Taking and Eviction that goes by the acronym IRATE. "It may be lower income and underserved, but they have a sense of community that's thriving."

One person who works with neighborhood residents was blunt: "They're sitting on poverty."

On the second Saturday of each month, the church gives away clothing and food to neighbors in need — food usually runs out at each event — and hosts 30 to 40 people for a free breakfast every Friday.

The church owns about two acres along West 104th Street, the largest single parcel in the four-block area that's not controlled by the city or a business. Herbert Botts, pastor of the church for 17 years, said the congregation doesn't want to move, but they're waiting until more details emerge before deciding on what, if any, action to take.

"We will do what we can to fight it, of course we will," Botts said. "But right now we're just keeping our eyes and ears open."

A half-block away, Gracie Sosa has witnessed the neighborhood's evolution from a two-bedroom home on Doty Avenue where she's lived with her parents since 1985. Crime and violence in the area have dwindled in recent years, replaced by a calmer, family-oriented atmosphere.

Sosa, who works for the American Red Cross, learned of the potential arena from a friend. No representatives of the city or team have contacted the family. She takes care of her disabled parents who are in their 70s. The family has no intention of leaving.

"It's about the money," Sosa said. "Let's just say it like it is. They're not thinking about how many people would lose their homes. I don't think our voices are heard. We're not billionaires. We're just residents of a not-so-great neighborhood. But it's our neighborhood.

"We're saying 'No, no, no' until the end."

Irma Andrade agrees. The concession stand manager at Staples Center has lived on Yukon Avenue for 20 years.

"It's unfair for people like us who worked really hard to buy our houses," she said. "I pray for it not to happen. But the money and power is really, really strong. We don't have that power."

Nicole Fletcher resides nearby in an apartment on 104th Street. She walks around the block at night and sees a neighborhood that's come a long way, but holds the potential for more improvement. In her eyes, that doesn't include an arena.

"My biggest concern is how it will impact the families," Fletcher said. "I would hate to see a lot of people move out because they want to build a sports arena."

But little is known about the project other than that Ballmer would fund it himself. The agreement between Inglewood and the Clippers-controlled company, which included the team giving the city a $1.5-million nonrefundable deposit, runs for three years with the possibility of a six-month extension. No renderings have been made public, usually the first step in any public campaign for a new venue. Even the possible location of the arena on the four-block site is a mystery.

A Clippers spokesman declined comment about the project or opposition.

The uncertainty hasn't helped many of the residents, business owners and landlords. There are worried conversations with neighbors. Trips to organizing meetings. And, most of all, questions.

"In our experience with eminent domain, they never give you fair market value," said Bhagat, whose pride in the family business is reflected in his preference to call it a hotel instead of a motel. "We already know we're going to be shortchanged."

He's concerned about the potential lost income from the business that advertises "fresh, clean guest rooms" and touts its proximity to L.A. International Airport. His cousin who operates the business, John Patel, lives on site with his wife and two young children. What would happen to them?

Airplanes descend over the palm tree-lined parking lot. Cranes sprout across the street from the sports and entertainment district scheduled to open in 2020.

"How are we going to replace this business with another business in Southern California with that great of a location?" Bhagat said. "It literally is impossible."

nathan.fenno@latimes.com

Twitter: @nathanfenno

ALSO

Two hikers found dead in the Mojave Desert

Terrorists, hackers and scammers: Many enemies as L.A. plans Olympics security

Despite California's strict new law, hundreds of schools still don't have enough vaccinated kids

This article is related to: Staples Center, Los Angeles Rams, Los Angeles Chargers, American Red Cross

After protests, Inglewood City Council to vote on shrinking area for possible Clippers arena

Protesters attend a city council meeting in the overcrowded council chambers. (Gary Coronado / Los Angeles Times)

By Nathan Fenno

AUGUST 14, 2017, 6:25 PM

Inglewood's City Council will vote Tuesday on a revised deal with a Clippers-controlled company to shrink the four-block area where the team could build an arena so residences and a church aren't displaced.

The reworked agreement, quietly added to the meeting's agenda after it was first posted online Friday, follows protests by worried residents and at least two lawsuits related to the potential project.

owl LLC during a special meeting in June,
about whether proper notice was given for
where the arena, practice facility, team

headquarters and parking could be constructed — and broached the possibility of using eminent domain to acquire some of the property.

The impacted area is home to an estimated 2,000 to 4,000 people with a median income around $30,000, as well as the Inglewood Southside Christian Church.

The new agreement eliminates the possibility of removing single-family homes and apartment buildings and narrows the possible arena area to two blocks along West Century Avenue. They're occupied by a variety of businesses, including the family-owned Rodeway Inn and Suites, a warehouse used by UPS, Church's Chicken and an auto detailing shop. The deal also includes about six acres of city-owned land along West 102nd Street, butting up against the church and apartment buildings in addition to more city-owned land off South Prairie Avenue.

The agreement leaves open the possibility of acquiring property for the arena through eminent domain "provided such parcel of real property is not an occupied residence or church."

Douglas Carstens, a Hermosa Beach land use attorney who sued Inglewood in July on behalf of the group Inglewood Residents Against Taking and Eviction, believes the move is a step in the right direction, but wants more action by the city.

"Even without displacing resident owners or a church, there could still be a significant disruption of long-established businesses and apartment dwellers, and the significant impacts to everyone of the large arena complex next door," Carstens wrote in an email.

The upcoming vote isn't enough for nearby Forum, which has been vocal in its opposition to the arena plan.

"The City is all over the map, changing course with the shifting political winds," a statement issued by a Forum spokesman said. "Yet the City remains committed to eminent domain to take over people's land for the benefit of a private arena. Plus, redrawing the boundaries now does not preclude the City from changing those boundaries back in the future.

"Until the city outright prohibits the use of eminent domain for a new Clippers arena, no owner of private property in the area is safe."

Inglewood Mayor James T. Butts Jr. told The Times last week that he wouldn't support any effort to use eminent domain on residences or the church.

on for why the residential areas were
ange, other than it came "as a
ions ... requested by the parties."

The negotiating agreement between Inglewood and the Clippers-controlled company runs for 36 months.

Uplift Inglewood, a community group that's protested the arena plan, claimed the vote as a victory, but said more action is needed.

"We want them to take eminent domain off the table, pledge not to use it at all and build affordable housing in the community so we can stay here," a statement on behalf of the group said. "We want homes before arenas."

nathan.fenno@latimes.com

Twitter: @nathanfenno

ALSO

Possible Clippers arena has many Inglewood residents worried they may lose their homes or businesses

Sam Farmer: 'From a fan standpoint, this is great:' Commissioner Roger Goodell and Chargers fans get a first look at the NFL's smallest stadium

Watch LaVar Ball lose to Ice Cube in a four-point shootout at Staples Center

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UPDATES:

3:55 p.m.: This article was updated with comments from attorney Douglas Carstens.

6:28 p.m.: This article was updated with statements from the Forum and Uplift Inglewood.

This article is related to: Roger Goodell

ENCLOSURE 5

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF FRAUD AND CORRUPTION PROSECUTIONS
PUBLIC INTEGRITY DIVISION

JACKIE LACEY • District Attorney
SHARON J. MATSUMOTO • Chief Deputy District Attorney
JOSEPH P. ESPOSITO • Assistant District Attorney

SCOTT K. GOODWIN • Director

November 12, 2013

The Honorable Members of the Council
Inglewood City Council
One Manchester Blvd.
Inglewood, CA 90301

Re: Alleged Violations of Brown Act
Case No. P13-0230

Dear Honorable Members of the Council,

Our office received complaints of violations of the Brown Act by the Inglewood City Council affecting the right of members of the public to make comments at City Council meetings. We reviewed recordings of City Council meetings on August 27, 2013 and September 24, 2013, and observed that Mayor Jim Butts interrupted a member of the public who was making public comments and then ordered that person to be excluded from the meetings. As explained below, we conclude that the actions at both meetings violated the Brown Act. We hope that our explanation will assist the Council to better understand the permissible scope of regulating public comments and ensure that the Council does not repeat these violations.

At the City Council meeting on August 27, 2013, Joseph Teixeira, a member of the public, spoke during the time scheduled for open comments. He began by requesting that the Council remove Mayor Butts as council chair based on allegations that Mayor Butts misled and lied to the public through the Inglewood Today newspaper which is published by Willie Brown, an associate of Mayor Butts. Mayor Butts interrupted Mr. Teixeira several times to rebut the accusations. Mr. Teixeira responded by calling Mayor Butts a liar. At that time, Mayor Butts interrupted again and declared that Mr. Teixeira was "done" making comments. When Mr. Teixeira asked why, Mayor Butts replied that Mr. Teixeira was going to stop calling people names. Mayor Butts instructed a uniformed officer to escort Mr. Teixeira out of the meeting. A few minutes later, after comments were received from other members of the public, Mayor Butts made additional comments to rebut Mr. Teixeira's allegations. Mayor Butts added that he had allowed Mr. Teixeira to call him a liar at almost every City Council meeting recently, but asserted that Mr. Teixeira does not have the right to call people liars at City Council meetings. Mayor Butts then declared, "I'm not going to let anyone, from this point on, yell at the Council, yell at people in this room, call people names. That's not an exercise of free speech. That's just not going to happen anymore."

766 Hall of Records
320 West Temple Street
Los Angeles, CA 90012
(213) 974-6501
Fax: (213) 620-9648

At the City Council meeting on September 24, 2013, Mr. Teixeira spoke during the time scheduled for public comments regarding agenda items. He represented that his comments were in objection to the warrant register payment to the Inglewood Today newspaper, an item which was listed on the agenda. He opposed the Council using Inglewood tax dollars to pay Inglewood Today to assist them in their bids for re-election by regularly praising them and hiding their mistakes, misconduct and serious problems in the city. As specific examples, he asserted that Inglewood Today had never reported on apparently well known allegations of past misconduct, including violating civil rights of citizens, by Mayor Butts while he was the Santa Monica Chief of Police. Mayor Butts then cut off Mr. Teixeira stating that the comments were not properly related to the warrant register agenda item and that Mr. Teixeira would have to come back at the end to continue his comments during the open comments period. Mr. Teixeira responded that he was speaking about the warrant register, but Mayor Butts declared that he was "done." Mr. Teixeira responded that he would talk about the warrant register and Mayor Butts warned him that he would be "done" if he said one more word about anything other than what was listed on the agenda. Mr. Teixeira then resumed his comments by asserting that Willie Brown had not reported important stories to the people of the community. At that point, Mayor Butts cut off Mr. Teixeira and declared that he was "done." He then instructed a uniformed officer to escort Mr. Teixeira out and added that he could come back at the end when open comments would be received. Indeed, Mr. Teixeira resumed his critical remarks later in the meeting during the open comments period.

The Brown Act protects the public's right to address local legislative bodies, such as a city council, on specific items on meeting agendas as well as any topic in the subject matter jurisdiction of the body. The Act permits a body to make reasonable regulations on time, place and manner of public comments. Accordingly, a body may hold separate periods for public comments relating to agenda items and for open comments. Also, a "legislative body may exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion." (*The Brown Act, Open Meetings for Local Legislative Bodies* (2003) California Attorney General's Office p. 28.; Gov. Code § 54957.9.) But exclusion of a person is justified only after an *actual* disruption and not based on a mere anticipation of one. (*Acosta v. City of Costa Mesa* (2013) 718 F.3d 800, 811; *Norse v. City of Santa Cruz* (2010) 629 F.3d 966, 976.) A speaker might disrupt a meeting "by speaking too long, by being unduly repetitious, or by extended discussion of irrelevancies." (*White v. City of Norwalk* (1990) 900 F.2d 1421, 1426; *Kindt v. Santa Monica Rent Control Board* (1995) 67 F.3d 266, 270.) However, "personal, impertinent, profane, insolent or slanderous remarks" are not per se actually disruptive. Exclusion for such speech is not justified unless the speech actually caused disruption of the meeting. (*Acosta, supra*, 718 F.3d at 813.) Furthermore, a "legislative body shall not prohibit a member of the public from criticizing the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body." (*The Brown Act, Open Meetings for Local Legislative Bodies, supra,* at 28.; Gov. Code § 54954.3(c).)

The question of when particular conduct reaches the threshold of actual disruption to justify excluding a member of the public "involves a great deal of discretion" by the

moderator of the meeting. (*White, supra,* 900 F.2d at 1426.) Nonetheless, a moderator may not "rule[ ] speech out of order simply because he disagrees with it, or because it employs words he does not like." (*Id.*) Conduct which courts have found amounted to actual disruption includes yelling and trying to speak out of turn during a meeting. (*Kindt, supra,* 67 F.3d at 271.) Actual disruption was also found when a member of the public incited the audience to stand in support of his stated position and approximately 20 to 30 people stood up in response and some started clapping. Additional disruption was found when the inciting member resisted attempts by officers to escort him out of the meeting. (*Acosta, supra,* 718 F.3d at 808-809.) Actual disruption, however, can not be based on the reaction of a member of a legislative body who is criticized or verbally attacked. (*Norse, supra,* 629 F.3d at 979 (CJ Kozinski concurring.))

Applying the case law above to the conduct captured in the recordings, we find that Mr. Teixeira did not cause any actual disruption at either meeting at issue. Thus, excluding him from each meeting was unlawful. In the August 27, 2013 meeting, it is clear that Mayor Butts cut off Mr. Teixeira's comments in response to Mr. Teixeira calling Mayor Butts a liar. Mayor Butts even explained to Mr. Teixeira that he was going to stop calling people names. Mayor Butts' additional commentary to the audience after he had Mr. Teixeira escorted out of the meeting confirms his purpose to not allow members of the public to yell or call people names at meetings. Mayor Butts' declaration that the conduct he was curtailing was "not an exercise of free speech" is incorrect. As cited above, personal remarks such as name calling is protected by the Brown Act and First Amendment and is not in and of itself a justification for cutting off a speaker or having the person removed. Mr. Teixeira's words did not cause a disruptive reaction from the audience or otherwise impede the proceedings. And, while it is true that Mr. Teixeira raised his voice during his emotional comments, we do not believe that it is accurate to describe him as yelling during his comments. Regardless, justification for interrupting and excluding a member of the public does not hinge on when a raised voice reaches a certain level. Rather, the actions are justified only to address an actual disruption. Mr. Teixeira did not cause any disruption at this meeting. Therefore, it was unlawful to cut short his comments and exclude him from the meeting.

Likewise, Mr. Teixeira did not cause any disruption at the meeting on September 24, 2013. On this occasion, Mayor Butts based his actions on the view that Mr. Teixeira's comments had veered off course and were no longer relevant to the specific agenda item involving the warrant register to pay Inglewood Today. We disagree. Mr. Teixeira's comments remained relevant to the specific warrant register. The basis of his objection to the warrant register was his assertion that the newspaper repeatedly failed to report on alleged misconduct by Mayor Butts. To support his assertion, Mr. Teixeira offered multiple examples of such alleged misconduct. Citing such examples had the additional effect of criticizing Mayor Butts which is a topic reserved for the open comments period later in the meeting. However, the additional effect did not strip the comments of their relevance to the initial issue of the warrant register. Exceeding the standard time allotted for speakers might amount to a disruption, but Mr. Teixeira's time was cut short. Furthermore, his comments did not incite a disruptive reaction from the audience. Again, it was unlawful to cut off Mr. Teixeira's comments and have him excluded.

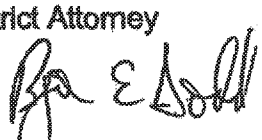
It must also be noted that even if Mr. Teixeira's comments had strayed off topic, exclusion was still unjustified. The appropriate response would have been to interrupt the comments and instruct Mr. Teixeira to leave the podium and be seated. Nothing of his conduct was disruptive. When he was told that he could no longer speak at that time, even though unlawfully, and that he must wait until the open comment period, he did not persist in his comments. Nor did he resist the officer who escorted him out of the meeting.

Finally, interruptions of Mr. Teixeira's comments by Mayor Butts at the August 27, 2013 meeting raise another concern regarding a speaker's allotted time for making comments. Legislative bodies may limit the time each speaker is allotted and it appears that the Inglewood City Council does. But caution must be taken by the Council that interruptions by its members do not cut short the allotted time. Mayor Butts interrupted several times to rebut accusations made by Mr. Teixeira. Because Mr. Teixeira's comments were cut short by unlawfully removing him, it remains unclear whether or not the interruptions by Mayor Butts would have affected the time limit. It is understandable that members of the Council might not want to leave accusations unanswered. But it must be ensured that such interruptions by members do not take away from the time allotted any individual speaker. The Council has the prerogative to set its procedures, but one way of protecting the allotted time would be to reserve responses by members of the Council until after an individual's public comments or after the general period for public comments.

We hope that our explanation will assist your understanding of permissible action under to the Brown Act and expect that from this point forward you will fully respect the rights of any member of the public to lawfully address the Council. Please feel free to contact us if you have any questions.

Truly yours,

JACKIE LACEY
District Attorney

By 

BJORN DODD
Deputy District Attorney

cc: Cal Saunders

Enclosure 2

Documents Show How Inglewood Clippers Arena Deal Stayed Secret

March 15, 2018

Inglewood City Council | Lawrence K. Ho / Los Angeles Times via Getty Images

Inglewood city officials were secretly negotiating an agreement to build an arena for the Clippers basketball team for months before giving a carefully guarded notice to the public, according to newly released documents.

Now there is a request for the Los Angeles District Attorney's Office to investigate.

Residents learned about the project on June 15, 2017, at a special meeting of the city council. The documents suggest that backers of the arena may have purposely used a special meeting because it required just 24 hours public notice, while a regular meeting requires 72 hours notice. The meeting agenda didn't mention the arena or the Clippers, but gave an obscure name of a related company negotiating the deal.

A judge ordered the documents be made public earlier this month as part of ongoing litigation involving the city and a community group. The Inglewood Residents Against Taking and Eviction, or IRATE, is suing Inglewood, claiming the city did not follow the California Environmental Quality Act, or CEQA, before it approved the exclusive negotiating agreement to build the arena.

On Thursday, Doug Carstens, an environmental attorney representing IRATE sent a letter to the Los Angeles District Attorney Jackie Lacey asking her office to investigate the city for intentional Brown Act violations. The Brown Act is a state law guaranteeing the public's right to attend meetings held by local legislative bodies.

"These actions are exactly contrary to the government openness and transparency purposes of the Brown Act and the California Environmental Quality Act," said Carstens.

The state's oldest environmental law, CEQA, requires local and state agencies to do environmental reviews before approving certain projects. An environmental impact report evaluating the arena is currently underway, according to city officials. Should the project be approved, some local business owners and residents have voiced concern the city may use eminent domain to acquire property to develop the arena.

Carstens sought documents, including emails, related to the agreement. The city had argued the emails were protected by attorney-client privilege. Los Angeles Superior Court Judge Amy Hogue partially disagreed and ordered attorneys defending Inglewood to release over 200 pages of draft agreements and emails Monday.

In an April 2017 email from Royce Jones, an attorney for Inglewood, to Chris Hunter, the attorney negotiating for the project, Jones confirms a draft of the agreement was prepared based on discussions earlier in the month with Mayor James Butts and "certain other City and Clipper representatives."

IRATE contends that the documents show the secrecy was maintained illegally.

In a June 9 email, Hunter asked Jones if the agreement must be part of the city council's public agenda or could be downloaded "shortly before the meeting" because his client wanted to reach out to "various players." Jones responded that the agreement must be part of the agenda and "that is why we elected to just post 24 hours versus the normal 72 hours."

Hello Chris,

The document has to be posted with the agenda. That is why we elected to just post 24 hours versus the normal 72 hours.

Royce

Sent from my iPhone

June 9 email between lawyers for Inglewood and the Clippers.

Hunter added that the entity he is representing "will have a generic name so it won't identify the proposed project." Residents would see only that the meeting involved Murphy's Bowl LLC, an entity formed in January 2017 in Delaware. It has one member, Steven Ballmer, the owner of the Clippers, according to court records.

The Inglewood City Council's regular meetings are held on alternate Tuesdays, but there wasn't one on Tuesday, June 13. Instead, there was a special meeting on Thursday, which only required the agenda to be posted 24 hours in advance.

The timing is more than suspect, Carstens believes.

"Each of these actions individually and collectively shows an ongoing and illegal pattern of gaming the system, depriving the public of notice, and hiding the ball," said Carstens.

In the Mayor's newsletters, Butts acknowledged negotiations with the Clippers began in January 2017.

Butts and City Attorney Ken Campos did not respond to a request for comment.

The negotiations are characterized as "secret meetings" in a lawsuit filed March 5 by the Madison Square Garden Co., which owns the Forum. MSG is suing the city of Inglewood including Butts, the city council and the parking authority, claiming they violated a contractual agreement involving a 15-acre parking lot. Inglewood leased the lot to MSG for seven years starting in 2014 to use for overflow parking.

MSG says in the lawsuit that it invested $100 million into the Forum property based on agreements with the city, including the parking lot lease. The lawsuit also claims that in January 2017 the city pressured MSG to back out of the parking lease agreement and that the mayor claimed the city needed the land to create a "technology park."

Butts is at the center of what MSG calls a "fraudulent scheme" to let the Clippers use the land to build a facility that would compete with the Forum. The mayor told MSG officials use his personal email and not his official city account to communicate, according the complaint.

The Forum was acquired by MSG in 2012 and has been a venue for concerts and sporting events.

By early April MSG terminated the parking lease agreement. At the time, MSG did not know Inglewood officials were already well underway in drafting an agreement with the owners of the Clippers to sell them the parking lot in order to build an arena for the basketball team. MSG claims it would not have broken the lease had it known of the city's "true intentions." The company learned about the plan on June 14 when Butts broke the news in a telephone call to an MSG executive, the same day the public agenda was posted.

Enclosure 3

In Possible Brown Act Violation, Inglewood Called Special Meeting to Minimize Public Involvement – Warren Szewczyk

Letter Requesting Investigation of Inglewood Sent to LA County District Attorney

The City of Inglewood attempted to minimize transparency as they planned to ratify a negotiating agreement with representatives of the Los Angeles Clippers, freshly released emails reveal. The documents may even show evidence of criminal activity.

I've reported on the City's dubious effort to hide over 100 emails written while preparing an Exclusive Negotiating Agreement (ENA) between the City and Murphy's Bowl, a shell corporation possessed by Clippers owner Steve Ballmer. After a court order to release the contents of these emails, we now have an idea of why neither Inglewood nor Murphy's Bowl wanted them public.

"What are the city's requirements for when the ENA has to be posted," asks Chris Hunter, a lawyer representing Murphy's Bowl, just six days before a special City Council meeting to approve the ENA. "I understand The agenda has to go out 24 hours in advance but the question I was asked was whether the document must be part of the public agenda or can it be down loaded shortly before the hearing" (sic).

He goes on to say, "Our entity" – a reference to Murphy's Bowl – "will have a generic name so it won't identify the proposed project."

Royce Jones, a lawyer hired by the City, replies: "The document has to be posted with the agenda. That is why we elected to just post 24 hours versus the normal 72 hours."

> **From:** Royce K. Jones
> **Sent:** Friday, June 9, 2017 5:28 PM
> **To:** Chris Hunter
> **Subject:** Re: Question
>
> Hello Chris,
>
> The document has to be posted with the agenda. That is why we elected to just post 24 hours versus the normal 72 hours.
>
> Royce
>
> Sent from my iPhone
>
> > On Jun 9, 2017, at 5:22 PM, Chris Hunter <chunter@rhhslaw.com> wrote:
> >
> > Hi Royce
> >
> > What are the city's requirements for when the ENA document has to be posted. I understand The agenda has to go out 24 hours in advance but the question that I was asked was whether the document must be part of the public agenda or if it can be down loaded shortly before the hearing. My client is trying to time it out reach to the various players. Our entity will have a generic name so it won't identify the proposed project
> >
> > Sent from my iPhone
> >
> > Chris Hunter
> >

A June 9 email exchange between Chris Hunter, representing the Clippers, and Royce Jones, representing the City of Inglewood, that shows an attempt to minimize public involvement in the Clippers arena negotiation process.

Jones is referring to the City's decision to hold a special meeting, requiring 24 hours advanced notice, versus bringing the issue to a regular city council meeting, which would require 72 hours notice. In other words, Inglewood and the Clippers purposefully chose to hold a special meeting for no other reason than to reduce the amount of notice required.

This short exchange fits into a continued pattern of keeping the public at arms length with respect to the arena proposal. Nowhere in the communications between Mr. Hunter and Mr. Jones – which wouldn't even be public if not for a lawsuit and court order within that lawsuit – is there any suggestion of ensuring or soliciting public involvement.

According to Doug Carstens, a lawyer suing the City on behalf of an Inglewood community group, the conversation between Mr. Hunter and Mr. Jones proves the City breached a 1953 California transparency law known as the Brown Act.

In a March 15 letter to Jackie Lacey, the Los Angeles County District Attorney, Carstens requested the office investigate Brown Act violations.

"The violations of the Brown Act were so egregious it didn't seem like we could just let them go," he said in a phone interview. "It seemed like something the DA should be involved in."

> "One of the core principles of the Brown Act is that the public has a right to hear and discuss anything that a legislative body subject to the Brown Act is going to discuss ... If the goal here was to make sure the public didn't know what they were actually going to talk about ... that's contrary to the letter and the spirit of the Brown Act." – Dan Snyder, First Amendment Coalition

Among other provisions, the Brown Act requires city meeting agenda descriptions to "give the public a fair chance to participate ... by providing the public with more than mere clues from which they must then guess or surmise the essential nature of the business to be considered by a local agency." Carstens argues Inglewood willfully obfuscated the purpose of the June 15 2017 meeting to ensure as little public scrutiny as possible.

Dan Snyder, a lawyer with the First Amendment Coalition who has pursued many Brown Act suits, says there's a strong case to be made.

"The Brown Act is clear in that agenda items have to be described in a way that is both accurate and not misleading," he told me by phone. "The fact that this agenda item doesn't mention anything about the NBA, or an arena, or the Clippers, or any of the [items] that are actually at issue here makes it misleading."

It's not the first time Inglewood has come under scrutiny related to the Brown Act. In fact, the same DA who received Mr. Carstens allegations penned a 2013 letter to the Inglewood City Council informing the Council that Mayor Butts had violated the Brown Act by unlawfully removing members of the public from council meetings simply for disagreeing with the Mayor's opinions.

Despite a documented history of Brown Act violations by the Inglewood city government, Mr. Snyder believes it's unlikely the District Attorney's office will follow through with any significant action.

"I don't know of a single instance where a DA has brought charges based on the Brown Act," he said. "It is authorized under the law, but to my knowledge it's never happened."

Mr. Snyder said the letter to the DA may just be a form of "saber-rattling."

For his part, Mr. Carstens said he simply hopes the DA will provide "accountability" in whatever form they deem most appropriate.

Beyond criminal proceedings, Inglewood could be held accountable in civil court. But since a Brown Act suit must be brought within 90 days of the alleged violation, it seems to be too late for such a case.

Regardless, Mr. Snyder believes the letter is purposeful and important.

"It's good to bring to the public's attention Brown Act violations," he said. "Even after the window for civil litigation has passed that doesn't mean the window for criticizing the city government has passed."