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June 27, 2018

Sent Via Email jbutts@cityofinglewood.org and Oversight Board members

Chairperson James T. Butts, Jr.
Members of the Oversight Board of the Inglewood Successor Agency
1 Manchester Blvd.
Inglewood, CA 90301

RE: Oversight Board Proposed June 27, 2018 Action – Proposed Disposition of Properties

Dear Chairperson Butts and Members of the City of Inglewood's Oversight Board:

We submit these comments on behalf of Inglewood Residents Against Takings and Evictions (IRATE) in connection with the Successor Agency's proposed disposition of the parcels B-1.1 through B-3 as identified in the Long Range Property Management Plan ("the parcels" or "parcels 1-13"). We respectfully request that the Oversight Board deny the Successor Agency's request for a resolution regarding the disposition of the parcels. Disposition of the parcels by the Successor Agency would be in furtherance of the proposed Los Angeles Clippers arena project and would violate the California Environmental Quality Act (CEQA).

IRATE opposes the City's apparent approval of the arena complex. IRATE's members will be adversely impacted by the Arena Project's construction and operation, including impacts to air quality, traffic congestion, nighttime lighting, and noise that have yet to be disclosed, analyzed, or fully mitigated in a certified environmental impact report. On July 20, 2017, IRATE filed a lawsuit against the City of Inglewood, the Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority, and the Oversight Board to the Successor Agency in Los Angeles Superior Court for violating CEQA by signing an exclusive negotiating agreement (ENA) with Murphy's Bowl, LLC, in furtherance of construction of a basketball arena for the Los Angeles Clippers, without first preparing and certifying an environmental impact report (EIR). A copy of the amended petition is attached as Enclosure 1. As the amended petition makes clear, the proposed arena project would have significant impacts on the environment.

Disposition of Parcels for the Clippers Arena Project Prior to Certification of an EIR Violates CEQA.

Although not disclosed in the Successor Agency's Notice of Proposed Action or in the Agenda for the Oversight Board's June 27, 2018 meeting, IRATE is aware that the City and Successor Agency plan to sell parcels 1-13 to Murphy's Bowl, LLC, so it may construct a basketball arena for the Los Angeles Clippers ("the Project"). The City and Successor Agency have promoted construction of a Clippers arena at myriad press conferences and on the City's website. Moreover, the City, the Successor Agency to the Inglewood Redevelopment Agency, and the Inglewood Parking Authority have entered into an exclusive negotiating agreement (ENA) with Murphy's Bowl, LLC for these specific properties. Under CEQA, construction of a basketball arena is a "project" with the potential to cause significant environmental impacts. (Pub. Resources Code § 21065.) Preparation and certification of an EIR is required before the City, the Successor Agency, or the Oversight Board may undertake actions in furtherance of the project. (Pub. Resources Code § 21080 (d).)

IRATE is aware that the City has begun preparation of an EIR analyzing the environmental impacts of a Clippers basketball arena. However, this EIR is not yet complete. It has not been circulated for review by the public, and it certainly has not yet been certified. The very real environmental and community impacts of the basketball arena Project have, therefore, not been disclosed to the public or analyzed. Alternatives to the Project have not been proposed, and mitigation measures have not yet been formulated. The Successor Agency's and the Oversight Board's actions in furtherance of this arena project would subvert the Legislature's stated purposes in approving CEQA.

The principal goal of CEQA is to evaluate a proposed project before it is approved:

The CEQA process is intended to be a careful examination, fully open to the public, of the environmental consequences of a given project, covering the entire project, from start to finish. This examination is intended to provide the fullest information reasonably available upon which the decision makers and the public they serve can rely in determining whether or not to start the project at all, not merely to decide whether to finish it. The EIR is intended to furnish both the road map and the environmental price tag for a project, so that the decision maker and the public both know, before the journey begins, just where the journey will lead, and how much they-and the environment-will have to give up in order to take that journey.

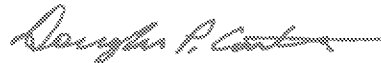
Chairperson James T. Butts, Jr.
Members of the Oversight Board
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(*Natural Resources Defense Council v. City of Los Angeles* (2002) 103 Cal.App.4th 268, 271.) As approval of a project prior to completion of the CEQA process, as proposed here, precludes informed decisionmaking, the California Supreme Court has invalidated project approvals that precede certification of an EIR. (*Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116, 138.)

The alternatives analysis is the “heart of the EIR.” (Guidelines, § 15003, subd. (a); *San Franciscans for Reasonable Growth v. City and County of San Francisco* (1984) 151 Cal.App.3d 61, 72.) The purpose of a CEQA alternatives analysis is to identify and analyze alternatives to a project that will avoid or substantially lessen its significant environmental impacts. (Pub. Resources Code § 21002.) In *Save Tara*, the Supreme Court declared, “before conducting CEQA review, agencies must not ‘take any action’ that significantly furthers a project ‘in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of CEQA review of that public project.’” (*Save Tara, supra*, 45 Cal.4th at 138 and CEQA Guidelines section 15004 (b)(2)(B).) Any Successor Agency or Oversight Board action taken to approve disposition of the properties for the arena Project would foreclose alternatives to the Project and impermissibly pre-commit to the Project in violation of CEQA.

Because the properties have specifically been designated for development as an arena, the City, Successor Agency, and Parking Authority have entered into an ENA, and the City is currently completing an EIR for the Project, environmental review is required before the Successor Agency or Oversight Board can act. Therefore, we respectfully request that the Oversight Board deny the Successor Agency’s request for a resolution regarding the disposition of parcels B-1.1 through B-3.

Sincerely,



Douglas P. Carstens

cc: Members of the Oversight Board
Carolyn M. Hull (carolynhull@gmail.com)
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Enclosure: Amended petition

ENCLOSURE 1

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INGLEWOOD RESIDENTS AGAINST TAKINGS
6 AND EVICTIONS

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

INGLEWOOD RESIDENTS AGAINST
TAKINGS AND EVICTIONS,

Plaintiff and Petitioner,

v.

CITY OF INGLEWOOD, a municipal corporation;
CITY OF INGLEWOOD CITY COUNCIL;
SUCCESSOR AGENCY TO THE INGLEWOOD
REDEVELOPMENT AGENCY; GOVERNING
BOARD OF THE SUCCESSOR AGENCY TO
THE INGLEWOOD REDEVELOPMENT
AGENCY; THE INGLEWOOD PARKING
AUTHORITY; THE INGLEWOOD PARKING
AUTHORITY BOARD OF DIRECTORS;
OVERSIGHT BOARD TO THE SUCCESSOR
AGENCY TO THE INGLEWOOD
REDEVELOPMENT AGENCY; and DOES 1-10;

Defendants and Respondents,

MURPHY'S BOWL LLC, a Delaware Limited
Liability Company; ROES 10-20;

Real Parties in Interest.

CASE NO.: BS170333

**VERIFIED FIRST AMENDED
PETITION FOR WRIT OF
MANDATE AND COMPLAINT FOR
INJUNCTIVE RELIEF PURSUANT
TO THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT**

(Code Civ. Proc. §§ 1085, 1094.5 and
526; Pub. Resources Code §§ 21000 et
seq.)

Department: 86
Judge: Hon. Amy D. Hogue
Petition filed: July 20, 2017

Trial Setting Conference: November 1,
2017

1 Petitioner and Plaintiff Inglewood Residents Against Takings And Evictions
2 ("Petitioner") hereby petitions for a writ of mandamus and brings a complaint for declaratory and
3 injunctive relief and for attorneys' fees against Respondents and Defendants the City of
4 Inglewood ("City"), the Inglewood City Council ("City Council"), the Successor Agency to the
5 Inglewood Redevelopment Agency ("Successor Agency"), the Governing Board of the
6 Successor Agency ("Successor Agency Board"), the Inglewood Parking Authority ("Parking
7 Authority"), the Parking Authority Board of Directors ("Parking Authority Board"),
8 (collectively, "Respondents"), the Oversight Board To The Successor Agency To The Inglewood
9 Redevelopment Agency ("Oversight Board"), and against Real Party in Interest Murphy's Bowl
10 LLC (the "Developer"), and alleges as follows.

INTRODUCTION

1. Respondents have forced the filing of this action by ignoring California's procedural rules and laws designed to ensure environmental protection, ignoring the interests of the community, and rushing into a sports arena development that could displace families and businesses, small and large, for a billionaire's benefit. This dispute arises from Respondents' purported approval of an Exclusive Negotiating Agreement ("ENA")¹, among the City, the Successor Agency, the Authority and the Developer to facilitate the development of a sports arena (the "Arena Project"). The ENA must be set aside because the City approved the ENA in violation of the California Environmental Quality Act ("CEQA") and without providing a fair and impartial hearing.

21 2. Petitioner is informed and believes and thereon alleges that Respondents first
22 publicly signaled their intent to proceed with the Arena Project by noticing a special meeting to
23 approve the detailed 22-page ENA less than 24 hours before it was approved at a mid-week
24 special meeting. Respondents rushed to a hearing even though, according to the Mayor's
25 announcement on June 17, 2017, the "Clippers open[ed] negotiations with the City" on January

27 ¹ The ENA was amended and restated on August 15, 2017 but its essential terms remained the
same and was approved by the Oversight Board on September 7, 2017. Therefore, this Petition
28 refers throughout to “the ENA” and, where relevant, “the Revised ENA.”

1 15, 2017. (Exhibit D [June 17, 2017, email from Mayor Butts announcing Inglewood Clippers
2 ENA].) So, despite the Mayor's announcement that negotiations had been ongoing for six
3 months, Respondents only noticed the hearing on the ENA with less than 24 hours' notice. At
4 Respondents' joint special meeting on June 15, 2017, Respondents unanimously committed to
5 moving forward with an arena that would displace two to four thousand Inglewood residents,
6 shutter dozens of businesses and a church and create massive impacts to the surrounding
7 community.

8 3. Following objections from Petitioner and others to the City's violation of the
9 Brown Act, Respondents held a second joint special meeting on July 21, 2017. Respondents
10 unanimously reaffirmed their commitment to moving forward with an arena project at a joint
11 special meeting on July 21, 2017. The impacted residents and business owners received no
12 notice of the City's intention to take their homes or businesses prior to any of the meetings.

13 4. Following publication of articles in the Los Angeles Times including one entitled
14 "Possible Clippers arena has many Inglewood residents worried they may lose their homes or
15 businesses" on August 13, 2017, the Inglewood City Council held a third meeting on August 15,
16 2017. At the August hearing, the City Council approved a "Revised ENA" which contained
17 many of the same terms as the prior two versions of the ENA and a revised map of the project
18 area purporting to reduce the area of potential eminent domain use.

19 5. The ENA sets forth and specifically details the Arena Project's scope and even
20 defines it as a "Project." The level of detail the ENA and staff report contain on the Arena
21 Project was more than enough to complete environmental review. The ENA states that
22 Respondents will convey property "to the Developer for development as a premier and state of
23 the art National Basketball Association ('NBA') professional basketball arena consisting of
24 approximately 18,000 to 20,000 seats as well as related landscaping, parking and various other
25 ancillary uses related to and compatible with the operation and promotion of a state-of-the-art
26 NBA arena on the Site." (ENA, at pp. 1-2.) The staff report for the June 15, 2017, special
27 meeting also confirms that the ENA's purpose is to "facilitate the development of a premier and
28 state-of-the-art National Basketball Association ('NBA') professional basketball arena consisting

1 of approximately 18,000 to 20,000 seats.” The Arena Project’s size and location are all that is
2 needed for the City to conduct environmental review as they establish the parameters of the
3 project’s impacts. No additional information is needed to study the Arena Project’s
4 environmental impacts, yet the Respondents seem to have kicked the proverbial can down the
5 road and decided to possibly do environmental review later. CEQA requires more and
6 Respondents’ decision to ignore their obligations under state law cannot and should not be
7 countenanced.

8 6. Despite specifically defining the Arena Project in the ENA, Respondents have
9 prepared no environmental review for the Arena Project although already committing
10 themselves to moving forward with the Arena Project. Respondents’ commitment to the Arena
11 Project is manifest. For example, Respondents promised that they will use “best efforts to
12 acquire the parcels of real property” underlying the proposed Arena Project not already in
13 Respondents’ possession. (ENA, at § 2(b).) The Revised ENA changed this to state
14 Respondents “may elect” to obtain relevant parcels by eminent domain but the clear expression
15 of intention remained. The Revised ENA changes the phrase “shall use its best efforts to acquire”
16 to “shall consider acquisition of” but the overarching predetermination to acquire property
17 remains. Respondents have already agreed that for three years they “shall not negotiate with or
18 consider any offers or solicitations from, any person or entity, other than the Developer,
19 regarding a Disposition and Development Agreement for the sale, lease, disposition, and/or
20 development of the Site.” (ENA, at § 2(a).) Moreover, Respondents have already requested
21 detailed financial information and site plans for the Arena Project, but have not sought analysis
22 of any other potential development options. After approving the Revised ENA, officials from
23 the City of Inglewood also vociferously and aggressively pursued state legislation that would
24 have amended CEQA for the Arena Project once the City got around to actually doing
25 environmental review for it. This included amending CEQA so that the City would not have to
26 analyze alternatives to the Arena Project, normally a key component of environmental impact
27 reports.

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1 7. These commitments, planning efforts, and pursuit of amendments to CEQA to
2 facilitate the Arena Project are clear evidence that Respondents have committed to a definitive
3 course of action with respect to the Arena Project and have already decided to proceed with the
4 Arena Project which will impact over 1,000 residents and badly needed housing, and destroy
5 many operating businesses that provide jobs to Inglewood's residents.

6 8. Respondents' decision to enter into the ENA violates the CEQA. CEQA prohibits
7 a government entity from taking actions that foreclose alternatives or potential mitigation
8 measures before performing the requisite environmental review. The ENA creates significant
9 commitments to and momentum for the Arena Project. As such, Respondents will undoubtedly
10 ignore the environmental impacts that any future environmental review may uncover, and
11 potentially superior alternative projects, in pursuit of the Arena Project. Indeed, the ENA itself
12 will have significant impacts on the environment. The ENA will create urban decay and blight
13 conditions. Specifically, the pall cast by the Arena Project over the several blocks identified as
14 the potential site for the arena will cause near-term investment, leasing, and other business
15 activities in the area to disappear. It will drive residents to leave and force businesses to close in
16 anticipation of the Arena Project. The ENA's de facto moratorium on development of the Arena
17 Project site will also eliminate any contemplated development projects or improvements in the
18 area. The ENA will result in significant environmental impacts that must be analyzed in an
19 Environmental Impact Report ("EIR"), disclosed to the public and considered by Respondents
20 prior to approving the ENA. Respondents' failure to do so violated CEQA.

21 9. On September 7, 2017, the Oversight Board of the Successor Agency to the
22 Inglewood Redevelopment Agency, chaired by the Mayor of Inglewood, voted to approve the
23 ENA. The City's unwavering commitment to the Arena Project without undertaking any
24 environmental review violated CEQA.

25 10. Respondents' disregard for the community's and the City's well-being, of their
26 obligations under CEQA, for how the ENA and the Arena Project will significantly impact the
27 environment, and the requirement to provide a fair hearing necessitates this challenge to
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1 Respondents' June 15, 2017, July 21, 2017 and August 15, 2017 versions of the ENA and Arena
2 Project approval and the Oversight Board's approval of those actions.

3 **PARTIES TO THIS PROCEEDING**

4 11. Petitioner Inglewood Residents Against Takings And Evictions is an
5 unincorporated association that opposes the ENA and the City's, Successor Agency's, Parking
6 Authority's, and Oversight Board's approval of the development of an Arena Project by
7 Developer in a residential area and the use of eminent domain to acquire property to develop the
8 Arena Project. Petitioner and its members will be adversely impacted by the ENA as it will
9 result in significant impacts to the environment including blight and urban decay, the loss of
10 existing businesses and jobs, and will facilitate development that is inconsistent with the City's
11 Zoning and General Plan. Petitioner and its members will also be adversely impacted by the
12 environmental impacts created by the Arena Project's construction and operation, including
13 impacts to air quality, traffic congestion, nighttime lighting, and noise. Petitioner's members
14 participated in the City's, Successor Agency's, Parking Authority's, and Oversight Board's
15 administrative processes and fully exhausted all available administrative remedies.

16 12. Respondent and Defendant City is a municipal corporation and a charter city
17 organized and existing under the laws of the State of California, with the capacity to sue and be
18 sued. The term "City" includes, but is not limited to, City employees, agents, officers, boards,
19 commissions, departments, and their members, all equally charged with complying with duties
20 under the City Charter and with the laws of the State of California.

21 13. Respondent and Defendant City Council is the duly-elected legislative body that
22 represents the citizens of Inglewood. The City Council was the final decisionmaking body for
23 the ENA.

24 14. Respondent and Defendant Successor Agency is responsible for overseeing the
25 winding down of redevelopment activity at the local level under the Redevelopment Law,
26 including managing existing redevelopment projects, making payments on enforceable
27 obligations, and disposing of redevelopment assets and properties. On or about January 10,
28 2012, pursuant to the Redevelopment Law dissolution legislation (AB XI 26 as amended by AB

1 1484), the City elected to be the Successor Agency to the Redevelopment Agency of the City of
2 Inglewood. The Redevelopment Agency was officially dissolved on or about February 1, 2012.

3 15. Respondent and Defendant Successor Agency Board is the governing body of the
4 Successor Agency. Mayor Butts is the chair of the Successor Agency Board.

5 16. Respondent and Defendant Parking Authority is a subdivision and parking agency
6 of the City.

7 17. Respondent and Defendant Parking Authority Board is the governing body of the
8 Parking Authority, empowered to adopt bylaws and resolutions and direct the work of the
9 Parking Authority. Mayor Butts is the chair of the Parking Authority Board.

10 18. Respondent and Defendant Oversight Board To The Successor Agency To The
11 Inglewood Redevelopment Agency is the governing body of the entity that under the Health and
12 Safety Code must approve Successor Agency agreements with the City of Inglewood prior to the
13 Successor Agency approving those agreements.

14 19. Real Party in Interest, Murphy's Bowl LLC, is a Delaware Limited Liability
15 Company. Real Party is the designated developer of the Arena Project under the ENA.

16 20. Petitioner does not know the true names or capacities, whether individual,
17 corporate, associate or otherwise, of Respondent Does 1 through 10, or of Real Parties in Interest
18 Roes 10-20, inclusive, and therefore sues said Respondents and Real Parties in Interest under
19 fictitious names. Petitioner will amend this Petition to show their true names and capacities
20 when and if the same has been ascertained.

21 JURISDICTION AND VENUE

22 21. This Court has jurisdiction over this proceeding pursuant to California Code of
23 Civil Procedure section 1085 and 1094.5 and Public Resource Code sections 21168 and 21168.5.

24 22. Venue in this Court is proper pursuant to Code of Civil Procedure section 394, in
25 that Respondents are located within the County of Los Angeles.

26 CALIFORNIA ENVIRONMENTAL QUALITY ACT

27 23. The California Environmental Quality Act, found at Public Resources Code
28 Section 21000 et seq., is based on the principle that "the maintenance of a quality environment

1 for the people of this state now and in the future is a matter of statewide concern.” (Pub.
2 Resources Code, § 21000, subd. (a).)²

3 24. In CEQA, the Legislature has established procedures designed to achieve these
4 goals, principally the EIR. These procedures provide both for the determination and for full
5 public disclosure of the potential adverse effects on the environment of discretionary projects
6 that governmental agencies propose to approve, and require a description of feasible alternatives
7 to such proposed projects and feasible mitigation measures to lessen their environmental harm.
8 (Pub. Resources Code § 21002.)

9 25. The Guidelines require “all phases of project planning, implementation, and
10 operation” to be considered in the Initial Study for a project. (Guidelines § 15063, subd. (a)(1).)
11 CEQA defines a project as “the whole of an action, which has a potential for resulting in either a
12 direct physical change to the environment, or a reasonably foreseeable indirect physical change
13 in the environment.” (Guidelines § 15378, subd. (a).)

14 26. CEQA is not merely a procedural statute. CEQA imposes clear and substantive
15 responsibilities on agencies that propose to approve projects, requiring that public agencies not
16 approve projects that harm the environment unless and until all feasible mitigation measures are
17 employed to minimize that harm. (Pub. Resources Code §§ 21002, 21002.1, subd. (b).)

18 27. The alternatives analysis is the “core of the EIR.” (*Citizens of Goleta Valley v.*
19 *Board of Supervisors* (1990) 52 Cal.3d 553, 564.) The purpose of a CEQA alternatives analysis
20 is to identify and analyze alternatives to a project that will avoid or substantially lessen its
21 significant environmental impacts. (Pub. Resources Code § 21002.) Thus, “before conducting
22 CEQA review, agencies must not ‘take any action’ that significantly furthers a project ‘in a
23 manner that forecloses alternatives or mitigation measures that would ordinarily be part of
24 CEQA review of that public project.’” (*Save Tara v. City of West Hollywood* (2008) 45 Cal.4th
25 116, 138.)

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27 ² CEQA authorizes and directs the State Office of Planning and Research to adopt guidelines for
28 the implementation of CEQA by public agencies. (Pub. Resources Code § 21083.) These
guidelines are found at title 14, California Code of Regulations, Section 15000 et seq.
 (“Guidelines”) and are binding on all state and local agencies, including Respondents.

1 28. Agencies may not undertake discretionary actions that could have a significant
2 adverse effect on the environment, or limit the choice of alternatives or mitigation measures,
3 before complying with CEQA. (Guidelines §15004, subd. (b)(2).) The “lead agency,” which is
4 the public agency that has the principal responsibility for carrying out the project, is responsible
5 for conducting an initial study to determine, in consultation with other relevant state agencies,
6 whether an environmental impact report, a negative declaration, or a mitigated negative
7 declaration will be prepared for a project. (Pub. Resources Code §§ 21067; 21080.1, subd. (a);
8 21083, subd. (a).) Accordingly, public agencies may not “take any action” that furthers a project
9 “in a manner that forecloses alternatives or mitigation measures that would ordinarily be part of
10 CEQA review of that public project.” (*Save Tara, supra*, 45 Cal.4th at 138.)

11 29. Thus, CEQA does not permit the postponement of environmental review “to the
12 point where the ‘bureaucratic and financial momentum’” has built up “irresistibly behind a
13 proposed project ‘thus providing a strong incentive to ignore environmental concerns.’” (*Save*
14 *Tara, supra*, 45 Cal.4th at 135.)

15 30. Failure either to comply with the substantive requirements of CEQA or to carry
16 out the full CEQA procedures so that complete information as to a project’s impacts is developed
17 and publicly disclosed constitutes a prejudicial abuse of discretion that requires invalidation of
18 the public agency action regardless of whether full compliance would have produced a different
19 result. (Pub. Resources Code § 21005.)

20 GENERAL ALLEGATIONS

21 31. On June 15, 2017, the City, the City Council, the Successor Agency, and the
22 Parking Authority each purported to hold a special meeting (the “Special Meeting”) pursuant to
23 Government Code Section 54956. At the Special Meeting, Respondents purported to approve
24 the ENA among the City, the Successor Agency, the Authority and the Developer “to facilitate
25 the development of a premier and state-of-the-art National Basketball Association (‘NBA’)
26 professional basketball arena consisting of approximately 18,000 to 20,000 seats.”
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1 32. On July 14, 2017, Petitioner objected to the City's violation of the Brown Act in
2 connection with its action purporting to approve the ENA at the June 15, 2017 Special Meeting.

3 33. On July 20, 2017, Respondents issued a staff report for a cure and correction
4 pursuant to Government Code section 54960.1, reconsideration, and ratification of the action
5 purporting to approve the ENA at the June 15, 2017 special meeting.

6 34. On July 20, 2017, Petitioner filed the original petition.

7 35. On July 21, 2017, Respondents held a special meeting at which they re-approved
8 the ENA.

9 36. On August 13, 2017, the Los Angeles Times published a story entitled "Possible
10 Clippers arena has many Inglewood residents worried they may lose their homes or businesses."
11 This story described the plight of local residents faced with the possibility of eminent domain
12 who had very little or no information about the proposed arena project. One such resident
13 described in the story is John Patel, who operates a local motel and lives onsite with his wife and
14 two young children. Another resident described in the story is Gracie Sosa, who learned of the
15 potential arena from a friend since no representatives from the City or sports team potentially
16 occupying the arena contacted her. Resident Nicole Fletcher reportedly stated "My biggest
17 concern is how it will impact the families. . . I would hate to see a lot of people move out
18 because they want to build a sports arena."

19 37. The Inglewood City Council held a meeting on August 15, 2017. At the August
20 hearing, the City Council approved a "Revised ENA" which contained many of the same terms
21 as the prior two version of the ENA and a revised map of the project area purporting to reduce
22 the area of potential eminent domain use. City councilmembers stated it was not the City's
23 intention to take houses or a church by eminent domain. A map attached to the Revised ENA
24 removed many residences from the boundaries of the project area. However, the Mayor and
25 other councilmembers refused to forego the use of eminent domain altogether.

26 38. On September 7, 2017, Inglewood's Oversight Board to the Successor Agency to
27 the Inglewood Redevelopment Agency, which is chaired by the Mayor of Inglewood, approved
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1 the Revised ENA as consistent with a long range property management plan and Redevelopment
2 Dissolution Law.

3 39. Less than two weeks after the City approved the Revised ENA, on August 24,
4 2017, the newspaper Inglewood Today reported efforts were afoot in the California Legislature
5 to facilitate the arena development:

6
7 Inglewood Mayor James T. Butts, Jr. confirmed that he is leading the lobbying efforts to
8 amend time and environmental review restraints in order to move the project along. "I
9 have been asking that our representatives now provide the residents and children of
10 Inglewood with the same legal tool to spur economic growth that has been provided to
11 AEG (Farmers Field), the Sacramento Kings (NBA arena) and the Golden State Warriors
12 (NBA arena) to expedite construction of those facilities by limiting the time period in
13 which CEQA challenges must be filed and resolved," he told an L.A. Times reporter. . . .
14 Citing job creation as part of the motivation behind the proposed bill, Butts said the
15 legislation will "shorten the wait for quality, prevailing wage construction jobs and full-
16 time employment opportunities that our residents and the Los Angeles County region
17 have waited decades for."

18 40. In cooperation with Inglewood elected officials, on September 1, 2017, less than
19 three weeks after the Revised ENA's approval, State Senator Steven Bradford introduced SB 789
20 in the California Legislature. SB 789 as originally introduced would create an unnecessary,
21 sweeping exemption from CEQA for Olympic infrastructure, for a "fixed guideway project" to
22 benefit the arena and other projects in Inglewood, would severely reduce the requirements of
23 EIRs for the Arena Project and any project in a one mile square area, limit judicially available
24 remedies for potential plaintiffs in a CEQA suit, and authorize eminent domain proceedings for a
25 project which had not yet been defined for public review. Both projects the bill was intended to
26 benefit, the Arena and Olympic Games, will not occur for years.³ The Clippers have a lease for
27 Staples Center until 2024 and the Olympic Games are not commencing until 2028.

28 41. In some ways, SB 789 was similar to legislation known as AB 900 that required
expedited review of certain projects designated as environmental leadership projects and

³ In fact, the Olympic Committee publicly stated that it did not need SB 789 for the Olympic Games and requested that any references to the Olympic Games be removed from the bill.

certified by the Governor as meeting various criteria including those addressing greenhouse gas (GHG) emissions. SB 789, however, would allow a much more expansive evasion of CEQA's requirements than does AB 900 and would not require similar environmental protections, as set forth in the table below:

Issue	AB 900	Proposed Amended SB 789
1. Requires Comprehensive Environmental Review?	Yes. A full EIR is required.	<p>No. Full EIR not required for the Clippers arena project, the 125,000 square feet of commercial development, and any other project located within a 1 mile square area.</p> <p>SB 789 specifically provides for the following core requirements of CEQA to be eliminated.</p> <ul style="list-style-type: none"> • Eliminates analysis of traffic impacts on the residential community. • Eliminates requirement to mitigate impacts from nighttime lighting, glare and other visual impacts on the residential community. • Eliminates requirements to look at any alternative site that might be better suited for the arena location (such as vacant lot across the street next to a casino). • Eliminates requirements to look at alternative size, height and configurations of arena, parking structures, retail and offices located next to homes (are there alternatives to building a 100 to 150 foot tall arena next to a single story home). • Eliminates requirements to mitigate any parking impacts on the residential community (for example, if the project provides insufficient parking, no requirement to analyze parking in residential community). • Limits analysis of greenhouse gas emissions impacts.
2. Requires Review to Confirm Applicability?	Yes. Requires application to the Governor for certification that the project is eligible for streamlining prior to start of EIR process. Must provide evidence to support determination that project meets minimum investments, skilled jobs and GHG standards.	No. No requirement to submit application to the Governor for certification. By passes AB 900 altogether. Not required to confirm that the project will provide a particular level of investment or job creation or GHG reduction before it avails itself of SB 789.

1	3. Requires LEED silver certification?	Yes. Must be certified as LEED silver or better. Pub. Resources Code § 21183.	No. LEED silver not required for the Clippers arena and 125,000 square feet commercial elements. A lower LEED standard is applied. All other projects within the one mile square project area covered by SB 789 are not required to meet LEED certification.
5	4. Protects public participation?	Yes. AB 900 includes public participation requirements. AB 900 includes comment opportunities to the Governor and for the California Air Resources Board	No. Reduces public participation. SB 789 permits Inglewood to ignore environmental comments made during public hearing process inconsistent with current CEQA requirements and court decisions.
10	5. Requires Environmental Review Before Condemnation?	Yes. No change in existing law. Currently law requires environmental review to be completed before condemning a private property.	No. SB 789 would allow Inglewood to take possession of private property and businesses within a 30 acre area before even starting environmental review or defining the project.
14	6. Protects full rights to seek legal remedies?	Yes. Expedites judicial review but does not limit the remedies available to the court.	No. Under SB 789, Inglewood may violate CEQA and fail to mitigate significant impacts and the courts are not permitted to stop the projects' construction or operation.
17	7. Requires environmental review of ancillary transportation projects?	Yes. No change in existing law which requires environmental review to be completed.	No. SB 789 would exempt from CEQA an undefined new busway/light rail/street car/monorail system. This "Guideway project" is fully exempt from CEQA regardless of its alignment or impacts—no review at all is done. The "Guideway project" has not been approved by MTA.

42. SB 789 would limit the ability of courts to grant injunctive relief, meaning that flawed analysis and public harms cannot be adequately stopped. Finally, SB 789 would allow Respondents to begin eminent domain proceedings before environmental review is completed. Eminent domain proceedings are costly and controversial. As it was introduced, compared to the Revised ENA, SB 789 set more extensive project area boundaries as it described an area that included properties south of West 102nd Street. SB 789 also included an exemption for a guideway project for a busway, railcar, or monorail transportation system. Environmental review may require changes to projects that may make some parcel acquisition unnecessary making eminent domain before environmental review premature. Not only does Inglewood

1 officials' advocacy for SB 789 show a complete commitment to the Arena Project but the text of
2 the legislation itself shows that the proposal is sufficiently defined to allow for meaningful
3 environmental review. SB 789 demonstrates that Arena Project boundaries, size, and elements
4 have been defined.

5 43. SB 789 stated: "The sports and entertainment project will result in construction
6 of a new state-of-the-art multipurpose event center and surrounding infill development in the
7 City of Inglewood as described in the City of Champions Revitalization Initiative approved by
8 the City of Inglewood on February 24, 2015, and the agreement entered into by the City of
9 Inglewood with Murphy's Bowl LLC on June 15, 2017." (SB 789, Section 1 (c).) SB 789 was
10 later amended to refer to both the original version of the ENA, which was approved on June 15,
11 2017, and to its subsequent August 15, 2017 amendment.

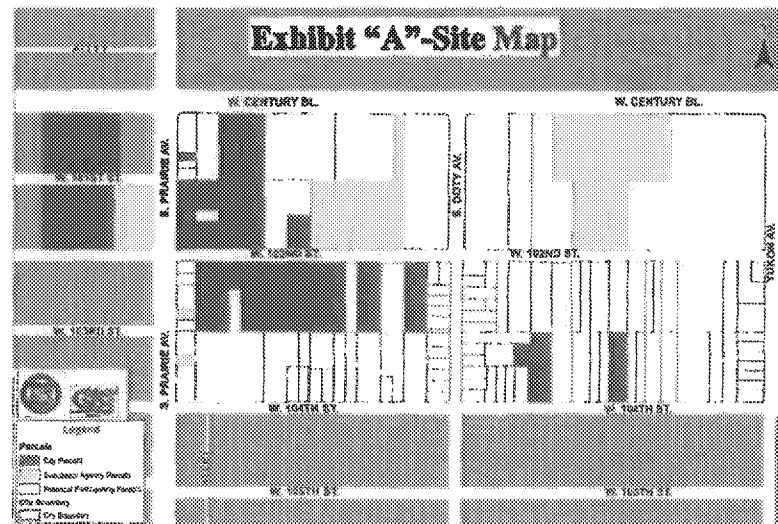
12 44. On September 1, 2017, Los Angeles 2028, the Olympics organizing committee
13 for the City of Los Angeles, sent a letter stating it had only that day heard of the SB 789 bill,
14 believed the CEQA exemption for the Olympics was unnecessary, and asked that the references
15 to the Olympics be deleted from the bill.

16 45. SB 789 was heard by the Assembly Natural Resources Committee on September
17 8, 2017. Mayor Butts testified in favor of SB 789. Among other statements, he said "All
18 transportation components for the football season, super bowl, Clippers, and the Olympics have
19 to be in place," "We have to make this two mile connection between the Green Line . . . to the
20 arena. . .," "We are up against a deadline." The committee voted against passage of the bill in a
21 5-4 vote. SB 789 was subsequently amended to remove provisions related to the Olympics and
22 eminent domain proceedings, among other amendments. However, as of September 16, 2017,
23 the bill still contained provisions limiting CEQA review and restricting judicial remedies. By the
24 end of the legislative session in September 2017, the amended bill had not been heard by
25 committee or passed by the Legislature despite Mayor Butts' and the City of Inglewood's
26 substantial lobbying in support of the bill.

27 46. In fact, even after SB 789 failed to move forward in the state legislature, Mayor
28 Butts issued a statement in favor of its passage.

1 47. SB 789 originally described boundaries for an "Inglewood Sports and
2 Entertainment project area" that were more expansive than the boundaries set forth in the August
3 15, 2017 Revised ENA approved by the Inglewood City Council. (SB 789 section 4, proposing
4 Public Resources Code section 21168.6.7 (a)(6)(B).) The boundaries described in the original
5 version of SB 789 included residential property on the west side of Doty Avenue and two
6 residential properties on the east side of Prairie north of 103rd. The described boundary included
7 residential uses, but the eminent domain section of SB 789 stated that it will not apply to
8 "eminent domain actions based on a finding of blight or involving lawfully occupied residential
9 housing uses." (Section 21168.6.7(c)(2).) The amendment to SB 789 changed the project
10 boundaries to exclude legally occupied residences.

11 48. The ENA provides for the conveyance of certain real property within a defined
12 "Site"—including property owned by the City ("City Parcels"), by the Successor Agency
13 ("Agency Parcels") and by third parties ("Potential Participating Parcels")—to the Developer, for
14 the Arena Project. The real property subject to the ENA is shown below, as excerpted from
15 Exhibit A to the ENA. The Revised ENA includes boundaries that exclude properties south of
16 West 102nd Street, but SB 789 describes boundaries that include properties south of West 102nd
17 Street and north of West 103rd Street. (See Exhibit E to this Amended Petition, providing a
18 map.)



27 49. The originally proposed Arena Project area appears to comprise over 80 acres of
28 land that is currently occupied by homes and businesses and a church. Many of the residences,

1 both single and multi-family, appear to offer affordable housing opportunities for Inglewood's
2 residents. As shown below, there are many homes, both single and multi-family, within the
3 original ENA site. These homes and their residents, plus many more, would be impacted by the
4 ENA and the Arena Project. Even if the ENA area has been reduced and does not include
5 homes, the Arena Project will impact the adjacent residential neighborhood and could lead to
6 displacement. The boundaries of the Amended ENA area include numerous businesses and are
7 directly bordered by numerous residences. Exhibit E to this petition provides a map and pictures
8 of the properties within and adjacent to the Amended ENA boundaries.





50. The ENA's terms commit Respondents to a definitive course of action with respect to the Arena Project. Specifically, the ENA commits Respondents to an *exclusive* three-year negotiating period, during which Respondents and the Developer *shall* negotiate a Disposition and Development Agreement regarding conveyance of property within the Site. The ENA specifically contemplates that the parcels within the Site will be conveyed to the Developer "concurrently" and not piecemeal, further evidencing Respondents' commitment to the Arena Project.

51. The ENA includes a 36-month "Exclusive Negotiating Period". (ENA, § 4.) The Exclusive Negotiating Period may be extended by six months. (*Id.*)

52. The ENA's concrete obligations imposed on Respondents with respect to the Arena Project further evidence Respondents' commitment to a definite course of action. In

1 addition to the above, the ENA demonstrates Respondents' *commitment* to the Arena Project in
2 a number of other ways.

3 53. For example, during this "Exclusive Negotiating Period," the ENA requires that
4 Respondents "shall not negotiate with or consider any offers or solicitations from, any person or
5 entity, other than the Developer, regarding a Disposition and Development Agreement for the
6 sale, lease, disposition, and/or development of the Site." (ENA, § 2(a).)

7 54. For further example, the City has committed to "use its best efforts to acquire the
8 parcels of real property comprising" the proposed Arena Project site. Indeed, the City originally
9 proposed that it will pursue acquisition through eminent domain, if necessary. (ENA, § 2(b).)
10 Specifically, the ENA provides that in the event that the City and the Authority are unable to
11 acquire these parcels voluntarily, "the City or the Authority, as applicable, may elect, in its sole
12 discretion, to give legal notice and schedule a public hearing to consider the adoption of a
13 resolution of necessity authorizing the acquisition of the Potential Participating Parcels by
14 eminent domain." (ENA, § 2(b).) The Revised ENA added the phrase "and without any
15 obligation or commitment to do so" after the phrase "in its sole discretion" but the overall
16 predetermination to pursue property for the arena project remained.

17 55. The ENA also requires that within 180 days of the "Effective Date" of the ENA,
18 "the Developer shall deliver to the City a sketch and legal description of the portions of the
19 property which the Developer would like to acquire for development of the Project (which
20 property shall constitute the 'Site')[.]" (ENA, § 3(d).)

21 56. With respect to Potential Participating Parcels voluntarily acquired by the City
22 and/or Authority, the ENA provides that "the Developer shall fully advance to the City and/or
23 Authority, as applicable, all costs associated with the acquisition of these parcels including, but
24 not limited to, the payment of the negotiated purchase price for these parcels and all legally
25 required relocation costs associated with the acquisitions[.]" (ENA, § 3(g).)

26 57. With respect to properties acquired by eminent domain, the ENA provides that the
27 Developer shall "advance to the City and/or Authority, as applicable, all costs associated with the
28 exercise of such eminent domain authority (including all court costs and reasonable legal fees),

1 as well as all acquisition costs including, but not limited to, the payment of fair market value for
2 each of the condemned parcels as determined by the Court, or pursuant to a negotiated
3 acquisition or settlement agreement, as approved by the Developer.” (ENA, § 3(g).)

4 58. Upon the City’s approval of the ENA, Developer was to pay the City \$1,500,000
5 as a “Non-Refundable Deposit.” (ENA, § 5.) “All proceeds of the Non-Refundable Deposit
6 shall be the sole property of the City upon submittal by Developer[.]” (*Id.*)

7 59. The ENA does not limit or otherwise restrict how the City may spend the
8 \$1,500,000 payment.

9 60. In approving the ENA, Respondents did not consider the environmental impacts
10 of either the ENA or the Arena Project. No environmental review was conducted with respect to
11 the ENA’s approval. The ENA is a project under CEQA that has the potential to result in
12 significant physical changes in the environment. Respondents erred by not conducting
13 environmental review for the ENA.

14 61. In regards to the Arena Project, the ENA impermissibly defers Respondents’
15 environmental review of the Arena Project to a future, undefined date. The ENA and the
16 circumstances surrounding its adoption establish that Respondents have already committed to a
17 plan to build an arena at the defined site and have foreclosed additional development options and
18 alternatives. For instance, the ENA states: “It is proposed by the Parties that certain fee title
19 and/or leasehold title to [the parcels comprising] the Site will be conveyed to the Developer for
20 development as a premier and state of the art National Basketball Association (‘NBA’)
21 professional basketball arena consisting of approximately 18,000 to 20,000 seats[.]” In line with
22 their clearly stated goal, Respondents have taken concrete steps to pursue the development of the
23 Arena Project to the exclusion of other development opportunities. Respondents have committed
24 not to transfer their existing interests in certain parcels of land underlying the proposed arena’s
25 site and have also promised to use “best efforts” to acquire the remaining land necessary for the
26 Arena Project. (ENA, §§ 2(b), 11.) The Revised ENA changes the phrase “shall use its best
27 efforts to acquire” to “shall consider acquisition of” but the overarching predetermination to
28 acquire property remains. Respondents have also agreed that for three years they “shall not

1 negotiate with or consider any offers or solicitations from, any person or entity, other than the
2 Developer, regarding a Disposition and Development Agreement for the sale, lease, disposition,
3 and/or development of the Site.” (ENA, §§ 2(a)(ii), 4.) Respondents’ long-term promises not
4 to negotiate or transact with third parties regarding the Arena Project’s proposed site and their
5 commitment to acquire additional real estate indicate that Respondents have already committed
6 to a definite course of action regarding the Arena Project at the location defined in the ENA.

7 62. The ENA lays out detailed steps by which Respondents and Developer will
8 advance the Arena Project. For instance, within 150 days of the ENA’s Effective Date the
9 developer must provide detailed financial information, including “a narrative describing the
10 fundamental economics of the proposed [Arena] Project.” (ENA, § 3(b).) In addition, within
11 180 days of the ENA’s Effective Date, the Developer is required to submit a “conceptual site
12 plan and basic architectural renderings for the development of the proposed [Arena] Project.”
13 (ENA, § 3(d).) These specific steps, which contemplate only analysis and consideration of the
14 Arena Project in any potential future environmental review, also demonstrate that Respondents
15 have already committed to the Arena Project and are no longer open to other development
16 options.

17 **FAILURE TO EVALUATE THE ENA’S ENVIRONMENTAL IMPACTS**

18 63. In approving the ENA, Respondents did not evaluate the potential environmental
19 impacts of the ENA. Respondents’ failure to consider the ENA’s potential environmental
20 impacts violated CEQA.

21 64. The ENA is a “project” under CEQA, as defined by Guidelines section 15378.
22 Respondents’ approval of the ENA is an “approval” under CEQA as defined by Guidelines
23 section 15352. The ENA may cause a direct and/or reasonably foreseeable indirect
24 environmental change. Therefore, the ENA is subject to CEQA review.

25 65. In failing to subject the ENA to CEQA review, Respondents ignored the impact
26 that the three-year exclusive negotiating period will have on the environment. During this
27 period, Respondents are prohibited from engaging in negotiations with anyone other than the
28 Developer regarding the potential development of the Site. (ENA, § 2(a).) Further, the ENA

1 prohibits Respondents from selling or otherwise transferring to third parties their interests in any
2 property on the Site. (ENA, § 11.)

3 66. These significant restrictions during the course of the three-year exclusive
4 negotiating period (plus a possible six-month extension) amount to a development moratorium
5 for properties within the Site. The City has foreclosed its ability to approve development within
6 the Site by third parties who actually own parcels within the Site. These onerous restrictions
7 create insecurity for existing businesses who own and/or lease property and existing residents
8 who own and/or lease housing.

9 67. In failing to subject the ENA to CEQA review, Respondents did not consider, and
10 did not inform the public of, direct and reasonably foreseeable indirect environmental impacts
11 that will occur as a result of the ENA, including but not limited to land use consistency and
12 urban decay and blight.

13 68. The approval of the ENA is subject to CEQA because it will result in significant
14 land use impacts.

15 69. A "City's General Plan is its constitution for development. It is the foundation
16 upon which all land use decisions in the City are based." (*Leshar Communications, Inc. v. City*
17 *of Walnut Creek* (1990) 52 Cal.3d.531, 540.) All approved projects must be consistent with the
18 General Plan. "[T]he propriety of virtually any local decision affecting land use and
19 development depends upon consistency with the applicable general plan and its elements."
20 (*Pfeiffer v. City of Sunnyvale City Council* (2011) 200 Cal.App.4th 1552, 1562 (citations
21 omitted) (quoting *Friends of Lagoon Valley v. City of Vacaville* (2007) 154 Cal.App.4th 807,
22 815).) A project that is inconsistent with a general plan is deemed to have a significant impact
23 under CEQA.

24 70. The ENA is not consistent with the General Plan and, therefore, would have a
25 significant environmental impact. The ENA materially conflicts with the following Goals and
26 Policies from the Housing Element of the Inglewood General Plan.

27 **Goal 1.** Promote the construction of new housing and new housing
28 opportunities.

1 **Policy 1.1:** Provide adequate sites for all types of housing.

2 **Policy 1.2:** Maintain development standards that promote
3 the development of special needs housing, such as
4 affordable senior, accessible, or family housing, while
5 protecting quality of life goals.

6 **Policy 1.4:** Continue to assess and revise, where
7 appropriate, City regulatory requirements.⁴

8 **Goal 3:** Encourage the Production and Preservation of Housing for
9 All Income Categories, particularly around high quality transit,
10 including workers in the City that provide goods and services.⁵

11 71. The ENA also materially conflicts with the following Goals and Policies from the
12 Land Use Element of the Inglewood General Plan:

13 **A. General.** Maximize the use and conservation of existing
14 housing stock and neighborhoods and also facilitate development
15 of new housing to meet community needs.

16 **B. Residential.** Encourage neighborhood stability and
17 conservation by reducing the amount of land designated for high
18 density development.

19 Promote the maintenance, rehabilitation, and modernization of the
20 City's housing stock.

21 Encourage the preservation of Inglewood's fair share of housing
22 for low and moderate income persons.

23 Safeguard the city's residential areas from the encroachment of
24 incompatible uses.

25 **C. Commercial.** Protect local businessmen and encourage the
26 importance of maintaining a strong commercial district in the
27 downtown.

28 Improve the visual appearance and economic condition of the
existing arterial commercial development along Inglewood's major
streets.⁶

72. The ENA is inconsistent with the above Goals and Policies because the ENA in
effect constitutes a moratorium on development within the Site.

73. The ENA is inconsistent with the City's zoning for the subject properties.

⁴ (Inglewood General Plan, Housing Element, p. 3-1.)

⁵ (Inglewood General Plan, Housing Element, p. 3-4.)

⁶ (Inglewood General Plan, Land Use Element, p. 6-7.)

1 74. The ENA's approval is subject to review under CEQA because the ENA will
2 cause urban decay and blight. CEQA requires public agencies to evaluate changes to the
3 environment caused by a project's economic effects, including urban decay and blight. (14 Cal.
4 Code Regs §§15064, subd. (e), 15131(a).) For purposes of CEQA, "urban decay" refers to
5 extensive and widespread physical deterioration of properties or structures in an area caused by
6 business closures and multiple long-term vacancies. (*See Joshua Tree Downtown Bus. Alliance*
7 *v. County of San Bernardino* (2016) 1 Cal.App.5th 677, 685.)

8 75. As a result of the ENA, residents and business owners will likely cease
9 investment in their properties. It is reasonably foreseeable that this decline in investment will
10 cause the existing properties to fall into disrepair and degrade. Petitioner is informed and
11 believes and thereon alleges that urban blight and decay will follow. Respondents have not
12 studied this potential impact or any other potential environmental impacts of the ENA.

13 76. In sum, Respondents have failed to consider the ENA's potential and reasonably
14 foreseeable environmental impacts, including:

- 15 • Effects on land use inconsistent with the City's General Plan; and
- 16 • Increases in urban decay and blight.

17 **THE ENA COMMITS RESPONDENTS TO A DEFINITE COURSE OF ACTION AND**
18 **HAS IMMEDIATE BINDING EFFECT**

19 77. Petitioner is informed and believes and thereon alleges that Respondents' staff
20 wrongly asserts that the ENA does not commit Respondents to a course of action. To the
21 contrary, the ENA firmly commits Respondents to multiple future courses of action, including
22 the development of the proposed Arena Project.

23 78. Petitioner is informed and believes and thereon alleges that the ENA also creates
24 irrevocable momentum toward a definite course of action. It is so specific and creates so many
25 mandates on Respondents' future conduct that, as a practical matter, it puts Respondents on an
26 unchangeable course to the adoption of the ENA's preferred future action, i.e. the Arena Project,
27 and forecloses alternatives and mitigation measures.

1 79. Petitioner is informed and believes and thereon alleges that this is exactly what
2 the parties to the ENA intended. Indeed, the Mayor explicitly told the media that the City
3 Council voted to enter into an ENA with the Developer "*with the intent to build an NBA spec*
4 *basketball arena in Inglewood...*"⁷ Further evidence of Respondents' commitment to the
5 proposed Arena Project is Mayor Butts' claims that he is already arranging for who will operate
6 the Arena.⁸ As the Mayor is already planning and coordinating operators, it is apparent that
7 Respondents are committed to the Arena Project.

8 80. Numerous statements made by public officials of Respondents reflect pre-
9 commitment to the proposed Arena Project including, but not limited to, the following:

- 10 a. "'This is like a promise ring that we hope will lead to an engagement that
11 we hope will lead to a marriage,' said Inglewood Mayor James Butts . . .
12 'Our expectation is it will culminate in an NBA arena in the city of
13 Inglewood,' he said."⁹
- 14 b. "And, you know, I hear this thing about calling Special Meetings. The
15 reason that cities have trouble competing economically is because elected
16 types, for the most part, don't understand the necessity to be decisive and
17 swift in seizing opportunities. . . . Every time there's been an opportunity
18 in front of the City, we were prepared and positioned ourselves to seize it.
19 And when this deal came together, were we going to await for another
20 Tuesday to do it? No, we weren't. We're going to do the deal."¹⁰

21
22
23
24 ⁷ Josh Criswell, KFI AM 640, EXCLUSIVE: *Inglewood Mayor James Butts on Magnitude of*
25 *Clippers Arena* (June 15, 2017) (available at
<http://am570lasports.iheart.com/media/play/27799792/>) [Fred Roggin and Rodney Peete
interview Mayor James Butts] [emphasis added].

26 ⁸ *Id.*

27 ⁹ Ben Bergman, 89.3 KPCC, *Rams, Chargers and now the Clippers? Inglewood Approves Arena*
Talks (June 15, 2017).

28 ¹⁰ *Id.*

- 1 c. "[Mayor] Butts said he expects the arena to be built within five years.
2 'This, to me, changes the center of gravity in Los Angeles County to
3 Inglewood,' Butts said."¹¹
- 4 d. Mayor Butts said in an email: "Now that there is a commitment of interest,
5 (there's) plenty of time to engage the community if we decide it
6 necessary."¹²
- 7 e. Councilman Alex Padilla announced the ENA in an email to his district:
8 "Today the Mayor and the Council approved an exclusive negotiating
9 agreement to build a state of the art NBA professional arena consisting of
10 approximately 18,000 to 20,000 seats with Murphy's Bowl LLC. . . . This
11 [sic] a 36 month agreement with the anticipation of having the NBA arena
12 built within the next 5 years."
- 13 f. In an interview from July 15, 2017, Mayor Butts said: "I've spoken to Mr.
14 Ballmer, and Mr. Ballmer loves the site."¹³
- 15 g. On July 21, 2017, Mayor Butts said:
16 "The City Council's first responsibility is to ensure continued progress of
17 this city, to provide job opportunities to our residents. To clarify, no one is
18 being displaced with the sales of these parcels."¹⁴
- 19 h. On August 15, 2017, Mayor Butts said:
20 "We're arguing over whether or not we're going to build another arena,
21 employ probably 6,000 more people in construction work, and provide

22 ¹¹ ABC 7, *Inglewood City Council OKs Negotiations for New Clippers Arena* (June 15, 2017).

23 ¹² Sandy Mazza, Los Angeles Daily News, *Owners of The Forum lash out at Inglewood for*
24 *quietly entering into Clippers arena talks* (June 15, 2017).

25 ¹³ (City News Service, NBC Los Angeles, *Forum Owners File Claim Over Clippers Stadium*
26 *Plans* (July 20, 2017); <http://www.nbclosangeles.com/news/local/Forum-Owners-File-Claim-Over-Clippers-Stadium-Plans-435623963.html>)

27 ¹⁴ *LA Times*: [http://www.latimes.com/local/california/la-me-ln-inglewood-forum-hearing-](http://www.latimes.com/local/california/la-me-ln-inglewood-forum-hearing-20170721-story.html)
28 [20170721-story.html](http://www.latimes.com/local/california/la-me-ln-inglewood-forum-hearing-20170721-story.html)

1 probably 5 or 600 more jobs for the community on that land that has
2 looked just like that for 25 to 30 years. Are you kidding me?"¹⁵

- 3 i. On October 3, 2017, Mayor Butts stated during a City Council hearing that
4 any suggestion that the relevant property could be used for housing or
5 other uses is a "total sham" and "ridiculous" and that he will not "entertain
6 another use on the property for one minute."

7 81. Petitioner is informed and believes and thereon alleges that the ENA is a firm,
8 current commitment to a definite course of action that eliminates Respondents' discretion to
9 consider alternate locations and mitigation measures for the proposed Arena Project besides the
10 location the ENA identifies, or alternative uses for the site.

11 82. On September 7, 2017, Mayor Butts on behalf of the City of Inglewood sent a
12 letter to Senator Bradford supporting SB 789.

13 83. On September 14, 2017, Mayor Butts was reported by Inglewood Today to be
14 "absent from the [City Council] meeting, and lobbying in support of the [SB 789] bill in
15 Sacramento."

16 84. On September 15, 2017, Mayor Butts issued a Mayor's message providing a link
17 to a television interview in which he stated that "certainty" was required in order to proceed with
18 the Arena Project.

19 **FIRST CAUSE OF ACTION**

20 **(Failure to Comply with CEQA: Failure to Conduct Initial Study 21 and/or Environmental Assessment)**

22 85. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as
23 if fully set forth herein.

24 86. CEQA applies "to discretionary projects proposed to be carried out or approved
25 by public agencies. . . ." (Pub. Resources Code, § 21080, subd. (a).)

26
27 ¹⁵ *City Council Hearing*: <https://www.youtube.com/watch?v=ENsKMNGwZl0>
28

1 87. CEQA defines a “project” as “an activity which may cause either a direct physical
2 change in the environment, or a reasonably foreseeable indirect physical change in the
3 environment. . . .” (Pub. Resources Code, § 21065.) The Guidelines define “project” as “the
4 whole of an action, which has a potential for resulting in either a direct physical change in the
5 environment, or a reasonably foreseeable indirect physical change in the environment.”
6 (Guidelines, § 15371, subd. (a).)

7 88. The Guidelines define “approval” to mean “the decision by a public agency which
8 commits the agency to a definite course of action in regard to a project intended to be carried out
9 by any person.” (Guidelines § 15352, subd. (a).)

10 89. Respondents’ approval of the ENA constitutes a discretionary project that will
11 cause foreseeable, adverse physical changes to the environment and is, therefore, subject to
12 CEQA review. (*See City of Livermore v. LAFCO* (1986) 184 Cal.App.3d 531 (adoption of
13 revisions to sphere-of-influence guidelines constitute a “project” subject to CEQA review
14 because the revisions reflected a major policy shift relating to where growth would occur and
15 what the focus of urban development would be).)

16 90. “Obviously it is desirable that the precise information concerning environmental
17 consequences which an EIR affords be furnished and considered at the earliest possible stage.
18 The Guidelines express this principle in a variety of ways. Thus, ‘EIR’s should be prepared as
19 early in the planning process as possible to enable environmental considerations to influence
20 project, program or design.’ [citation.]” (*Bozung v. Local Agency Formation Com.* (1975) 13
21 Cal.3d 263, 282.) “Decisions reflecting environmental considerations could most easily be made
22 when other basic decisions were being made, that is, during the early stage of project
23 conceptualization, design and planning.” (*Citizens for Responsible Gov’t v. City of Albany*
24 (1997) 56 Cal.App.4th 1199, 1221 (quotations omitted).)

25 91. Respondents failed to consider, avoid or mitigate the individual and cumulative
26 impacts of reasonably foreseeable environmental impacts resulting from the approval of the
27 ENA. Such impacts include land use inconsistency, urban decay and blight.
28

1 was approved. The detail and specificity contained in the ENA, including identification of the
2 site, size of arena, number of seats, and overall project components, establish that there is more
3 than enough information to prepare an EIR now.

4 100. By approving the ENA, Respondents have displayed a level of commitment to the
5 Arena Project that is more than sufficient to constitute a "project approval."

6 101. By committing themselves to the obligations set forth in the ENA, Respondents
7 have circumscribed or limited their discretion with respect to future environmental review,
8 mitigation measures, project alternatives and alternative locations.

9 102. The Guidelines are clear that Respondents are barred from taking actions "that
10 would have a significant adverse effect or *limit the choice of alternatives or mitigation measures*,
11 before completion of CEQA compliance." (Guidelines § 15004, subd. (b)(2)(emphasis added).)

12 103. Petitioner is informed and believes and thereon alleges that Respondents'
13 adoption of the ENA constitutes such an unauthorized action because it limits Respondents'
14 choices of methods to eliminate and/or mitigate adverse environmental impacts generated by the
15 ENA.

16 104. Petitioner is informed and believes and thereon alleges that the ENA constitutes a
17 prejudgment by Respondents on the proposed Arena Project and the proposed Site.

18 105. Petitioner is informed and believes and thereon alleges that the ENA commits
19 Respondents to a definite course of action and so constrains Respondents' exercise of police
20 power such that the future CEQA review envisioned by the ENA is rendered an unlawful post
21 hoc rationalization for decisions and commitments already made in the ENA.

22 106. Developer has also committed significant resources toward shaping the Arena
23 Project, including without limitation the detail of design specified in the ENA and the payment
24 of \$1.5 million to the City.

25 107. Any later-performed environmental analysis will be influenced in its discussion of
26 impacts, mitigation and alternatives by the significant funds already given to the City by the
27 Developer.

28

108. Respondents have violated CEQA and failed to proceed in the manner required by law, committed a prejudicial abuse of discretion, and acted arbitrarily and capriciously in their approval of the ENA because Respondents committed themselves to a definite course of action, i.e. the Arena Project, before complying with CEQA, and improperly deferred CEQA analysis of the Arena Project to a later time.

THIRD CAUSE OF ACTION

**(Violation of CEQA - Pattern and Practice of Approving
Projects without Environmental Review)**

109. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as if fully set forth herein.

110. Respondents have engaged in, and continue to engage in, a pattern and practice of approving the environmental review of projects separate and apart from their decision on the underlying project. Respondents' pattern and practice purports to bar the public from administratively appealing any decision based on noncompliance with CEQA.

111. This improper pattern and practice of segregating approval of the environmental review from the approval of the project or permit at issue violates Guidelines section 15090, which requires that “[t]he final EIR was presented to the decisionmaking body of the lead agency and that the decisionmaking body reviewed and considered the information contained in the final EIR prior to approving the project.”

112. Respondents' pattern and practice is to separate CEQA review from the final project decision, which violates CEQA. (E.g., *POET, LLC v. State Air Resources Bd.* (2013) 218 Cal.App.4th 681, 731 ["CEQA is violated when the authority to approve or disapprove the project is separated from the responsibility to complete the environmental review."].)

113. Unless Respondents are enjoined, the public, including Petitioner, will suffer irreparable harm as a result of Respondents' approval of projects and their refusal to consider CEQA noncompliance.

FOURTH CAUSE OF ACTION

(Petition for Writ of Mandate Under CCP §§ 1094.5 and/or 1085

Denial of Due Process - Denial of Fair Hearing)

114. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as if fully set forth herein.

115. Basic legal principles governing public hearings require that all participants be provided a fair hearing and that their right to due process not be violated.

116. A public hearing participant's rights to a fair hearing and due process are violated when one of the public agency participants has an illegal conflict of interest but nevertheless participates in the decision-making process—even when the conflicted public agency participant's participation was not determinative to the outcome of the public hearing. Fair-hearing and due-process requirements also dictate that members of the public be given reasonable prior notice of a public hearing or of any meeting that is the substantive equivalent of a public hearing but not labeled a "public hearing." Such requirements also prohibit decisionmakers from participating in ex parte communications with applicants and appellants concerning the subject matter of the public hearing. If such communications do occur; their substance must be disclosed fully, accurately, and on the record so that all members of the public know what information was communicated to and from the decisionmakers.

117. Respondents failed to provide a fair hearing before impartial decisionmakers. Petitioner is informed and believes and thereon alleges that the decisionmakers of Respondents had personal interests in the approval of the Project and the ENA, became personally invested in the approval process and pre-judged the merits of the Project and the ENA.

118. This litigation, if successful, will result in enforcement of important rights affecting the public interest, including the public's right to compel the decision-making bodies of Respondents to comply with City and state law and the rights of the residents and property owners of the City, among other things.

1 **FIFTH CAUSE OF ACTION**

2 **(Injunction Against Further Pursuit of the ENA**

3 **Until Respondents Comply with CEQA)**

4 119. Petitioner incorporates herein and realleges the allegations in prior paragraphs, as
5 if fully set forth herein.

6 120. Respondents failed to comply with CEQA prior to approving the Arena Project
7 and the ENA. Petitioner therefore prays for a preliminary and permanent injunction against
8 Respondents and any of their agents from further pursuing the ENA and/or commencing work
9 upon the Arena Project and the ENA unless and until such time as Respondents comply with
10 their mandatory duties under CEQA and all other applicable environmental rules, regulations and
11 procedures.

12 121. Petitioner has no adequate remedy other than that prayed for herein in that the
13 subject matter is unique and monetary damages would therefore be inadequate to fully
14 compensate Petitioner for the consequences of Respondents' actions in their continued failure to
15 comply with CEQA with respect to the Project and the ENA. Petitioner therefore seeks, and is
16 entitled to, injunctive relief under Code of Civil Procedure section 526 et seq., and to a stay,
17 preliminary and/or permanent injunction.

18
19 **PRAYER FOR RELIEF**

20 WHEREFORE, Petitioner and Plaintiff prays for relief as follows:

- 21 1. For a peremptory writ of mandate:
- 22 a. directing Respondents and the Oversight Board, and each of them, to
23 rescind and set aside their approval of the ENA, their adoption of the ENA, and all other
24 approvals, if any, of the Arena Project; and
- 25 b. enjoining Respondents and the Oversight Board, their respective officers,
26 employees, agents, boards, commissions, and all subdivisions from granting any authority,
27 permits, or entitlements as part of the Arena Project or the ENA pursuant to the City's approval
28 of the ENA; and

1 c. commanding Respondents and the Oversight Board, and each of them, to
2 immediately suspend all activities in furtherance or implementation of the ENA until such time
3 as environmental review has been completed in compliance with CEQA.

4 2. For a preliminary and permanent injunction against Respondents and the
5 Oversight Board, and each of them, and any of their agents, enjoining them from further
6 pursuing the ENA and/or commencing work under the ENA unless and until such time as
7 Respondents comply with their mandatory duties under CEQA and all other applicable
8 environmental rules, regulations and procedures.

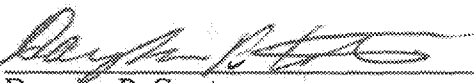
9 3. For an award of its costs of suit and litigation expenses, including, without
10 limitation, attorneys' fees incurred herein as permitted or required by law.

11 4. For such other relief as the Court deems just and proper.

12 Dated: October 12, 2017

Respectfully submitted,

13 CHATTEN-BROWN & CARSTENS LLP

14
15 By 
16 Douglas P. Carstens
17 Michelle Black
18 Attorneys for Petitioner
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VERIFICATION

I, the undersigned, declare that I am an officer of Inglewood Residents Against Takings and Evictions, Petitioner in this action. I have read the foregoing Amended Petition For Writ Of Mandate and know the contents thereof, and the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 17 day of October, 2017 at Inglewood, California.



Alexis Cormier

EXHIBIT A

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

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


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

October 23, 2017

By U.S. Mail

Sally Magnani
Senior Assistant Attorney General
California Attorney General
300 South Spring Street
Los Angeles, CA 90013-1230

Re: Challenge to City of Inglewood, City of Inglewood City Council, Successor Agency to the Inglewood Redevelopment Agency, Governing Board of the Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority, and the Inglewood Parking Authority Board of Director's approval of the Exclusive Negotiating Agreement with Murphy's Bowl LLC, *Inglewood Residents Against Takings And Evictions v. City of Inglewood, et al.*

Honorable Attorney General:

Pursuant to Public Resources Code section 21167.7 and Code of Civil Procedure section 388, please find enclosed a copy of Plaintiff and Petitioner the Inglewood Residents Against Takings And Evictions' ("Petitioner") Verified First Amended Petition for Writ of Mandate and Complaint for Injunctive Relief Pursuant to the California Environmental Quality Act ("Petition") against Defendants and Respondents City of Inglewood, City of Inglewood City Council, Successor Agency to the Inglewood Redevelopment Agency, Governing Board of the Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority, the Inglewood Parking Authority Board of Directors, and the Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency (collectively, "Respondents") and Real Party in Interest Murphy's Bowl LLC, filed in Los Angeles Superior Court, Stanley Mosk Courthouse, located at 111 N. Hill Street, Los Angeles, CA 90012.

Petitioner challenges Respondents' approval of an Exclusive Negotiating Agreement regarding the construction of a professional sports arena in the City of Inglewood. Among other causes of action, Petitioner challenges Respondents' failure to adhere to the requirements of the California Environmental Quality Act, including proper preparation of an Environmental Impact Report, and to provide a fair hearing.

California Attorney General
October 23, 2017
Page 2

This Petition is being provided pursuant to the notice provisions of the Public Resources Code. Please contact me if you have any questions.

Sincerely,



Douglas P. Carstens

Encl: Verified First Amended Petition for Writ of Mandate and Complaint for Injunctive Relief Pursuant to the California Environmental Quality Act

PROOF OF SERVICE

I am employed by Chatten-Brown & Carstens LLP in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2200 Pacific Coast Highway, Ste. 318, Hermosa Beach, CA 90254 . On October 23, 2017, I served the within documents:

**LETTER TO THE CALIFORNIA ATTORNEY GENERAL REGARDING FIRST
AMENDED PETITION FOR WRIT OF MANDATE**



VIA UNITED STATES MAIL. I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth above.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 23, 2017, at Hermosa Beach, California 90254.


Cynthia Kellman

SERVICE LIST

California Attorney General
300 South Spring Street, Ste. 1700
Los Angeles, CA 90013

EXHIBIT B

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

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


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

October 23, 2017

By U.S. Mail

James T. Butts, Chair of the Board
Oversight Board to the Successor Agency
to the Inglewood Redevelopment Agency
1 Manchester Boulevard
Inglewood, CA 90301

Re: Challenge to September 7, 2017, Approval of Exclusive Negotiating
Agreement and Arena Project

Dear Chairman Butts:

Pursuant to Public Resources Code section 21167.5, please take notice that the Inglewood Residents Against Takings And Evictions plans to file an amended petition for writ of mandate and complaint challenging the September 7, 2017, approval of an Exclusive Negotiating Agreement to develop a professional sports arena by the Oversight Board to the Successor Agency to the Inglewood Redevelopment Agency. This petition will be filed in Los Angeles Superior Court, Stanley Mosk Courthouse, located at 111 N. Hill Street, Los Angeles, CA 90012.

Sincerely,


Douglas P. Carstens

PROOF OF SERVICE

I am employed by Chatten-Brown & Carstens LLP in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2200 Pacific Coast Highway, Ste. 318, Hermosa Beach, CA 90254 . On October 23, 2017, I served the within documents:

**LETTER TO OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
TO THE INGLEWOOD REDEVELOPMENT AGENCY
REGARDING PETITION FOR WRIT OF MANDATE**

☒ **VIA UNITED STATES MAIL.** I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth above.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 23, 2017, at Hermosa Beach, California 90254.



Cynthia Kellman

SERVICE LIST

James T. Butts, Chair of the Board
Oversight Board to the Successor
Agency
to the Inglewood Redevelopment
Agency
1 Manchester Boulevard
Inglewood, CA 90301

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

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


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

July 20, 2017

By U.S. Mail

City of Inglewood and City of Inglewood
City Council

c/o Ms. Yvonne Horton
City Clerk, City of Inglewood
1 Manchester Boulevard
Inglewood, California 90301

City of Inglewood Parking Authority
City of Inglewood Parking Authority
Board of Directors
c/o Ms. Yvonne Horton
Secretary, Inglewood Parking Authority
1 Manchester Boulevard
Inglewood, California 90301

Successor Agency to the Inglewood
Redevelopment Agency
Governing Board of the Successor
Agency to the Inglewood
Redevelopment Agency
c/o Margarita Cruz
Successor Agency Manager
1 Manchester Boulevard
Inglewood, California 90301

Re: Challenge to June 15, 2017, Approval of Exclusive Negotiating Agreement
and Arena Project

Dear Ms. Horton and Ms. Cruz:

Pursuant to Public Resources Code section 21167.5, please take notice that the Inglewood Residents Against Takings And Evictions plans to file a petition for writ of mandate and complaint challenging the June 15, 2017, approval of an Exclusive Negotiating Agreement by and among the City of Inglewood ("City"), the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency ("Successor Agency"), the Inglewood Parking Authority ("Parking Authority"), and Murphy's Bowl LLC to develop a professional sports arena. This petition will be filed against the City, the City of Inglewood City Council, the Successor Agency, the Governing Board of the Successor Agency, the Parking Authority, and the Parking Authority Board of Directors in Los Angeles Superior Court, Stanley Mosk Courthouse, located at 111 N. Hill Street, Los Angeles, CA 90012.

Sincerely,


Douglas P. Carstens

PROOF OF SERVICE

I am employed by Chatten-Brown & Carstens LLP in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2200 Pacific Coast Highway, Ste. 318, Hermosa Beach, CA 90254. On July 20, 2017, I served the within documents:

LETTER TO THE CITY OF INGLEWOOD AND CITY OF INGLEWOOD CITY COUNCIL, CITY OF INGLEWOOD PARKING AUTHORITY AND CITY OF INGLEWOOD PARKING AUTHORITY BOARD OF DIRECTORS, SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY AND GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY REGARDING PETITION FOR WRIT OF MANDATE

☒ **VIA UNITED STATES MAIL.** I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth above.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 20, 2017, at Hermosa Beach, California 90254.


Cynthia Kellman

SERVICE LIST

City of Inglewood and City of Inglewood
City Council
c/o Ms. Yvonne Horton
City Clerk, City of Inglewood
1 Manchester Boulevard
Inglewood, California 90301

City of Inglewood Parking Authority
City of Inglewood Parking Authority
Board of Directors
c/o Ms. Yvonne Horton
Secretary, Inglewood Parking Authority
1 Manchester Boulevard
Inglewood, California 90301

Successor Agency to the Inglewood
Redevelopment Agency
Governing Board of the Successor
Agency to the Inglewood
Redevelopment Agency
c/o Margarita Cruz
Successor Agency Manager
1 Manchester Boulevard
Inglewood, California 90301

EXHIBIT C

1 CHATTEN-BROWN & CARSTENS LLP
2 Douglas P. Carstens, SBN 193439
3 Josh Chatten-Brown, SBN 243605
4 Michelle Black, SBN 261962
5 2200 Pacific Coast Hwy, Suite 318
6 Hermosa Beach, CA 90254
7 310.798.2400; Fax 310.798.2402
8
9 Attorneys for Petitioner
10 INGLEWOOD RESIDENTS AGAINST TAKINGS
11 AND EVICTIONS
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

10 INGLEWOOD RESIDENTS AGAINST
11 TAKINGS AND EVICTIONS,

12 Plaintiff and Petitioner,

13 v.

14 CITY OF INGLEWOOD, a municipal corporation;
15 CITY OF INGLEWOOD CITY COUNCIL;
16 SUCCESSOR AGENCY TO THE INGLEWOOD
17 REDEVELOPMENT AGENCY; GOVERNING
18 BOARD OF THE SUCCESSOR AGENCY TO
19 THE INGLEWOOD REDEVELOPMENT
20 AGENCY; THE INGLEWOOD PARKING
21 AUTHORITY; THE INGLEWOOD PARKING
22 AUTHORITY BOARD OF DIRECTORS; and
23 DOES 1-10;

24 Defendants and Respondents,

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27
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29 MURPHY'S BOWL LLC, a Delaware Limited
30 Liability Company; ROES 10-20;

31 Real Parties in Interest.

CASE NO.:

NOTICE OF ELECTION TO
PREPARE THE ADMINISTRATIVE
RECORD PURSUANT TO PUBLIC
RESOURCES CODE § 21167.6(b)(2)

1 Pursuant to Public Resources Code section 21167.6(b)(2), Plaintiff and Petitioner
2 Inglewood Residents Against Takings and Evictions ("Petitioner") hereby elects to prepare the
3 administrative record and the record of proceedings in connection with this action. Petitioner
4 therefore requests that Defendants and Respondents City of Inglewood, City of Inglewood City
5 Council, Successor Agency to the Inglewood Redevelopment Agency, Governing Board of the
6 Successor Agency to the Inglewood Redevelopment Agency, the Inglewood Parking Authority,
7 and the Inglewood Parking Authority Board of Directors ("Respondents") notify Petitioner's
8 attorneys of record in writing when the items constituting the administrative record are available
9 for inspection and photocopying. To the extent necessary to facilitate a prompt response to this
10 notice, Petitioner's request should be deemed a request to inspect public records under the
11 California Public Records Act.

12 Petitioner reserves the right to request that Respondents prepare any portion of the record
13 that is not otherwise reasonably available except from one or more of Respondents. However,
14 nothing in this notice shall be construed as Petitioner's express or implied agreement to make
15 any payment to Respondents for their assembly of the items that constitute the administrative
16 record or for any other expense incurred by Respondents in providing Petitioner with access to
17 the items constituting the record. In the absence of Petitioner's express written
18 acknowledgement to the contrary, this notice asks Respondents to do nothing more than provide
19 access to the items constituting the record.

20
21 Dated: July 20, 2017

Respectfully submitted,

CHATTEN-BROWN & CARSTENS LLP

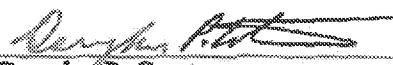
22
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24
25 By 
26 Douglas P. Carstens
27 Michelle Black
28 Attorneys for Petitioner

EXHIBIT D

From: Mayor James T. Butts, Jr.
Sent: Saturday, June 17, 2017 5:59 PM
To: Tunisia Johnson <tjohnson@cityofinglewood.org>
Subject: Inglewood & Clippers Open Negotiations

Having trouble viewing this email? [Click here](#)

Press Conference Announcing Inglewood Clippers ENA





NBC INTERVIEW MAYOR JAMES BUTTS CLIPPERS

(CLICK PHOTO OR TEXT)

Mayor's Message Inglewood Clippers(?)

June 15th 2017, the day the City Council of Inglewood voted to open exclusive negotiations (ENA) with the Los Angeles Clippers to *explore* building an 18,000 to 20,000 seat arena on 22 acres City controlled land at Century and Prairie. Some of these parcels have sat vacant and unused for as long as 30 years. The Clippers as part of the negotiations agreement have deposited 1.5 million dollars with the City. Details of the ENA will be found below in text, audio and video.

INGLEWOOD MILESTONES

January 15, 2014 - Forum reopens 1st act - The Eagles
January 15, 2016 - Rams/NFL come to Inglewood

January 12, 2017 - Chargers relocate to Inglewood
January 15, 2017 - Clippers open negotiations with City
November 2017 - \$20 Million Senior Center Opens
September 2019 - Century BI Reconstruction complete
September 2019 - Metro Green Line opens in Inglewood
September 2020 - Rams/Chargers Play In Our Stadium
February 6, 2022 - Superbowl LVI (56) in Inglewood
July 2024 - 2024 Summer Olympics World Games *

WELCOME TO INGLEWOOD CLIPPER NATION



*If awarded to LA, Inglewood hosts Opening ceremonies

John F. Butts

Scott & BR of Might 1090 Interview Mayor James Butts



Fred Roggin Interviews Mayor James Butts



The Seattle Times

Clippers, city of Inglewood negotiate on
proposed new arena



The Inglewood City Council unanimously approved an exclusive negotiating agreement with the Los Angeles Clippers on Thursday that could lead to the construction of an arena for the NBA team across the street from the future home of the NFL's Chargers and Rams.

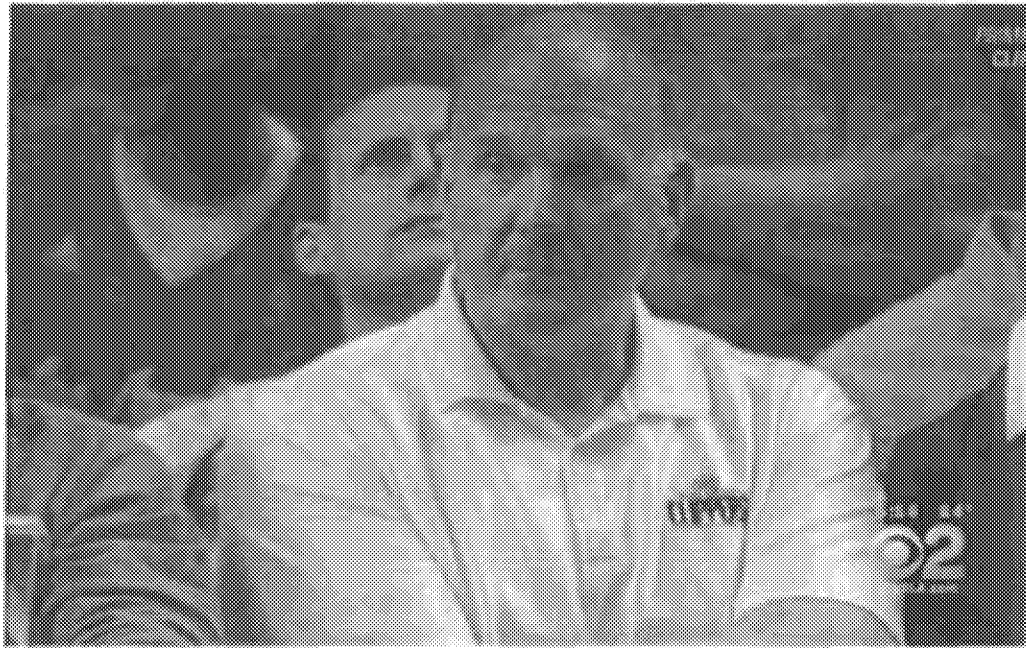
The arena would be privately funded and no public money would be used for the project, said Gillian Zucker, Clippers president of business operations.

"I have said from day one that we need to plan for the future," team owner Steve Ballmer wrote in a letter to Clippers fans. "This agreement helps us do that by expanding our options."

[Read Full Article](#)



Inglewood City Council Approves Clippers Arena Project



The Inglewood City Council Thursday morning unanimously approved an exclusive negotiating agreement for development of an NBA basketball arena for the Los Angeles Clippers on a 22-acre plot of city-owned land.

According to city council documents, the agreement outlines a three-year negotiating period with a developer planning to build "a premier and state-of-the-art National Basketball Association professional basketball arena consisting of approximately 18,000 to 20,000 seats."

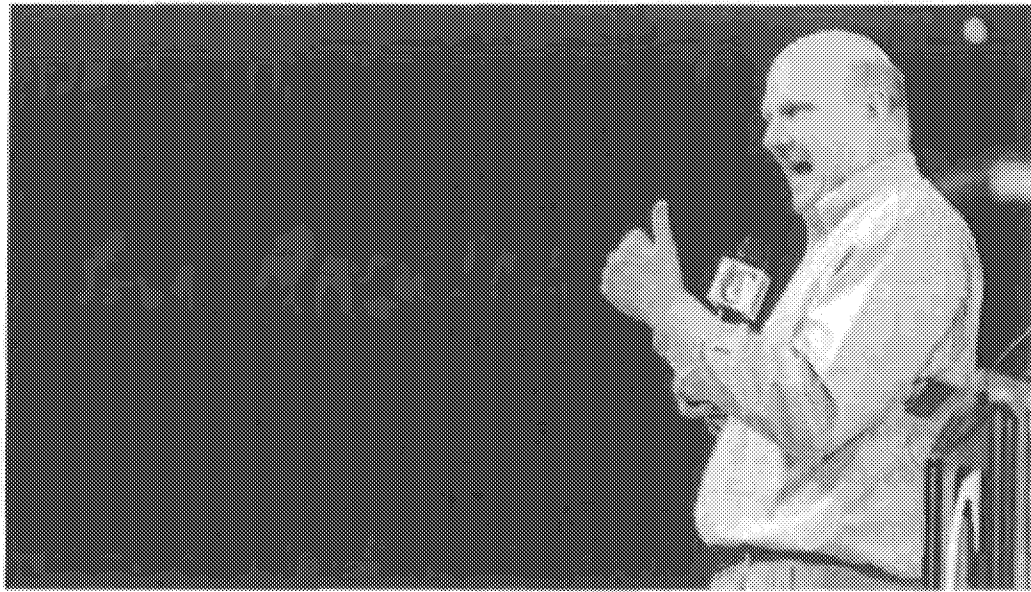
That window also gives the Clippers three years to conduct an environmental review of the project.

Inglewood Mayor James Butts described the council's approval to CBS2 as a "promise ring."

[Read Full Article](#)

Los Angeles Times

Inglewood will vote on deal for Clippers to
explore new arena



As round-the-clock construction continues on the \$2.6-billion stadium for the Rams and Chargers in Inglewood, the resurgent city is moving toward adding another team.

Inglewood's City Council will vote Thursday on an exclusive negotiating agreement for a Clippers-controlled company to build an arena for the team, according to a copy of the document.

The 22 acres for the arena are across the street from the 298-acre site where Rams owner Stan Kroenke is building the stadium as part of a sprawling mixed-use development.

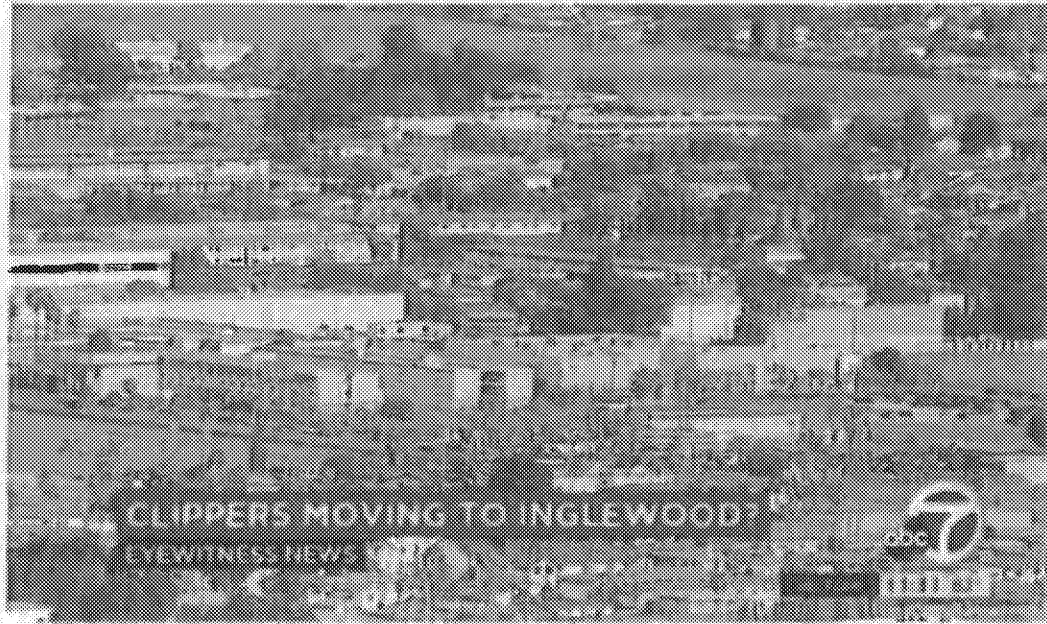
The Rams aren't involved in the Clippers' arena project, according to a person with direct knowledge of the situation, though representatives of Kroenke and the Clippers had multiple discussions about the team joining the Rams' project that's scheduled to be completed in 2020 or building on an adjacent parcel.

[Read Full Article](#)



Inglewood City Council OKs negotiations

for new Clippers arena

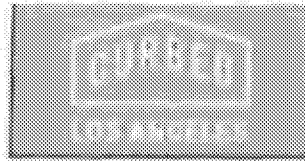


Inglewood City Council unanimously voted in favor Thursday of a negotiating agreement on the development of a "premier and state-of-the-art" basketball arena with seating capacity of 18,000 to 20,000.

The property is located on about 22 acres of land between Prairie and Yukon Avenue and bordered on the north by Century Boulevard. Much of the land is owned by the city of Inglewood, according to city documents.

Inglewood City Council members spoke almost universally in favor of the plan. "Inglewood is not going to be the place to drive through, but the place to drive to, and this is part of that," one Inglewood city councilman said.

[Read Full Article](#)



Inglewood in talks to build new Clippers arena across from NFL stadium



Maybe sharing a stadium is okay for the Rams and Chargers, but the Clippers appear to be getting fed up with sharing their venue. ABC7 reports that the Inglewood City Council voted unanimously Thursday to start negotiating an agreement with the basketball team that would bring an 18,000- to 20,000-seat basketball arena to the city.

The news station reports the property that Inglewood is considering for the Clippers arena measures 22 acres and is located just across the street from LA's future NFL stadium site. The land, located between Prairie and Yukon Avenue south of Century Boulevard, is mostly owned by the city. The Clippers would put a new arena, plus offices and a training facility on the site.

[Read Full Article](#)

Quicklinks

[City Council Agenda](#)

[City of Inglewood Phone Directory](#)

City of Inglewood
One Manchester Blvd. | Inglewood, CA 90301
www.cityofinglewood.org

Mayor James T. Butts, Jr.
mayor@cityofinglewood.org

If you would like to be included on this distribution list to receive newsletters and special community bulletins, please fill out the quick form found [HERE](#).

Mayor James T. Butts, Jr., One Manchester Blvd, Inglewood, CA 90301

[SafeUnsubscribe™](#) tjohnson@cityofinglewood.org

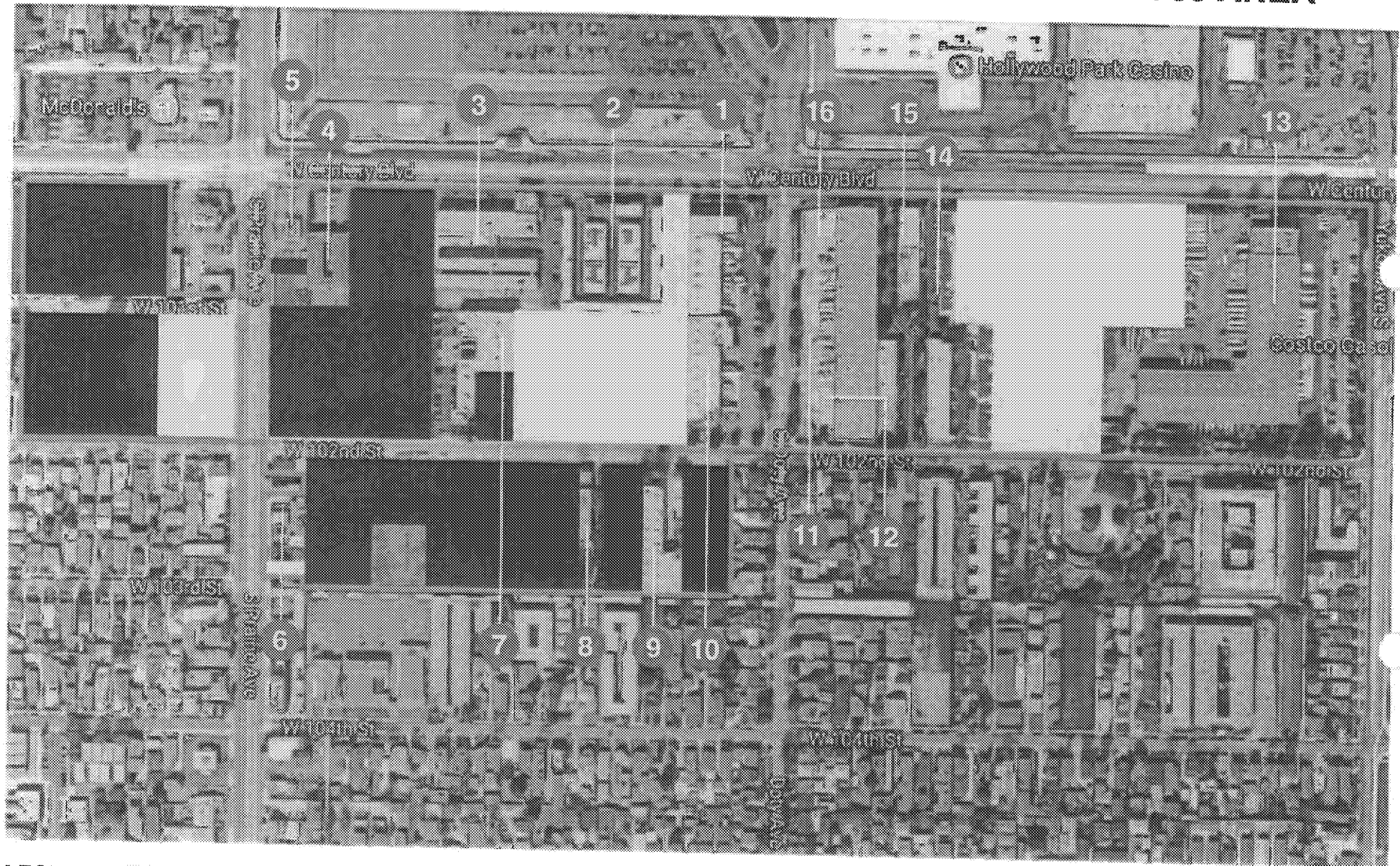
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Constant Contact 

Try it free today

EXHIBIT E

EXHIBIT SHOWING CITY/CLIPPER AGREEMENT AREA AND SB 789 AREA



LEGEND

- City Parcels
- Successor Agency Parcels
- City/Clipper Development Area, Subject to Eminent Domain
- SB 789 – Expedited Eminent Domain Area

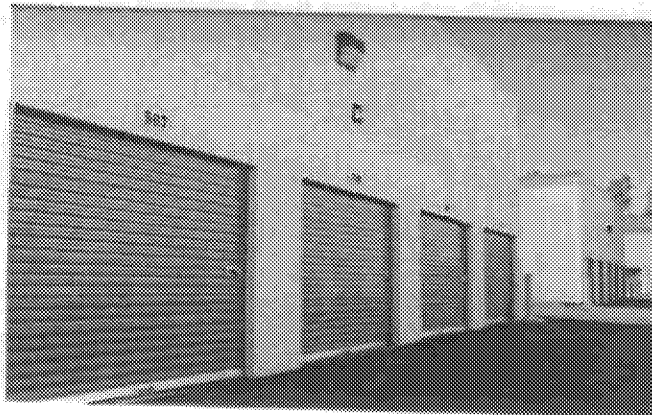
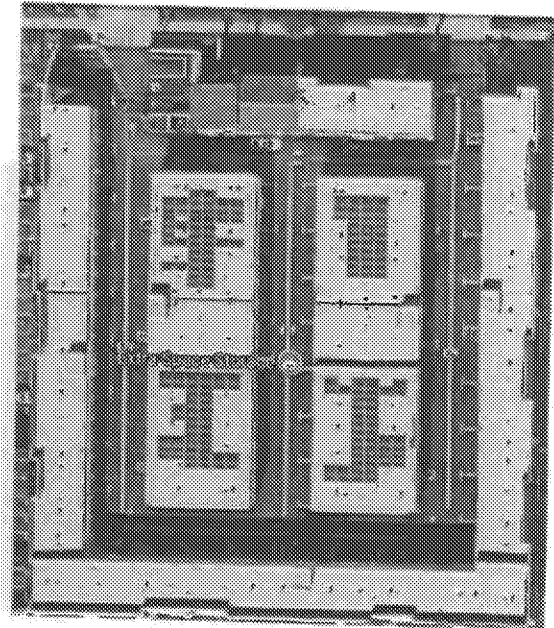
1

Century Industrial Commerce Center: 3800 West Century Boulevard



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Extra Space Storage: 3846 West Century Boulevard



3

Airport Park View Hotel: 3900 W. Century Boulevard

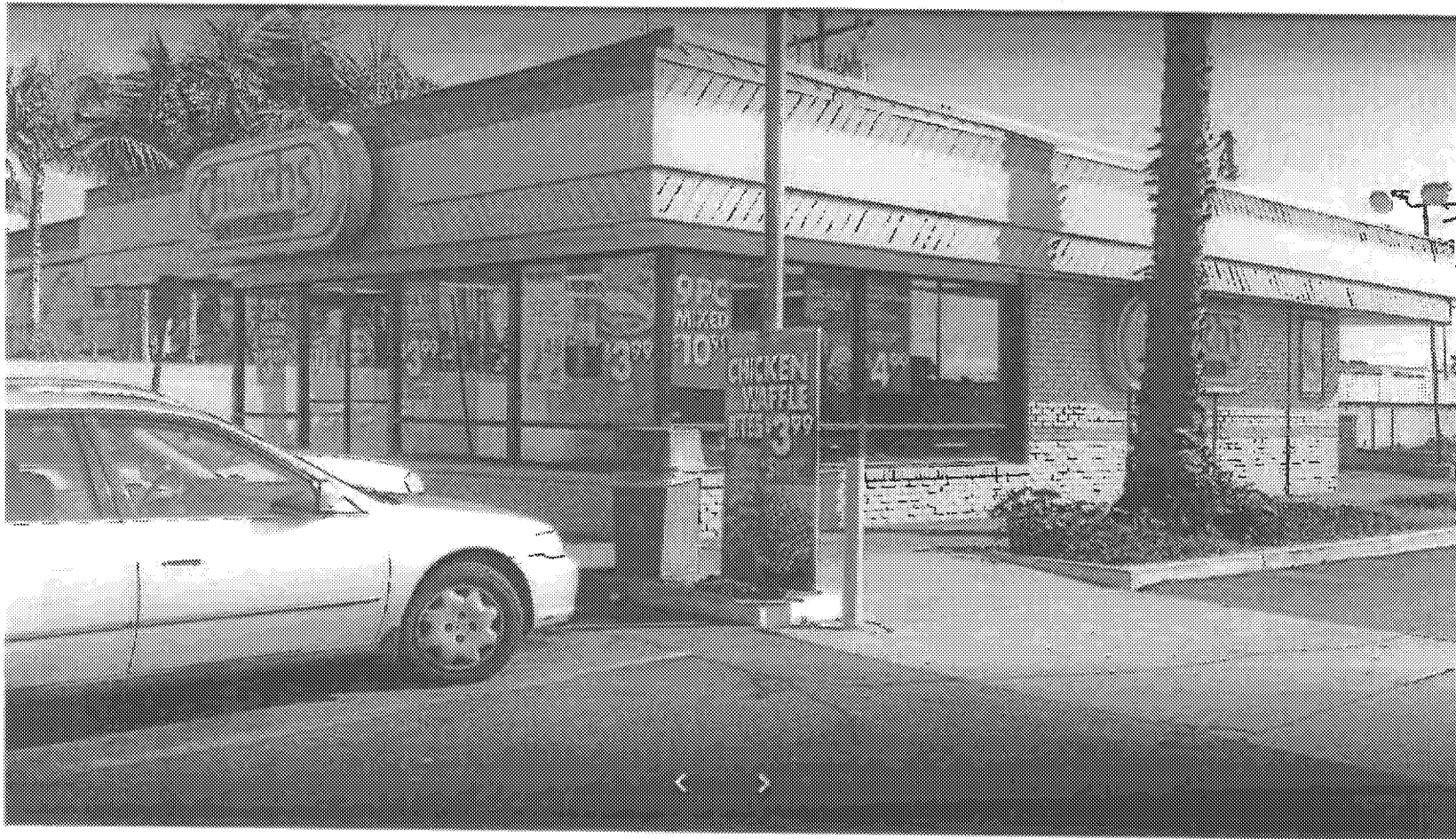


4

Rodeway Inn: 3940 West Century Boulevard

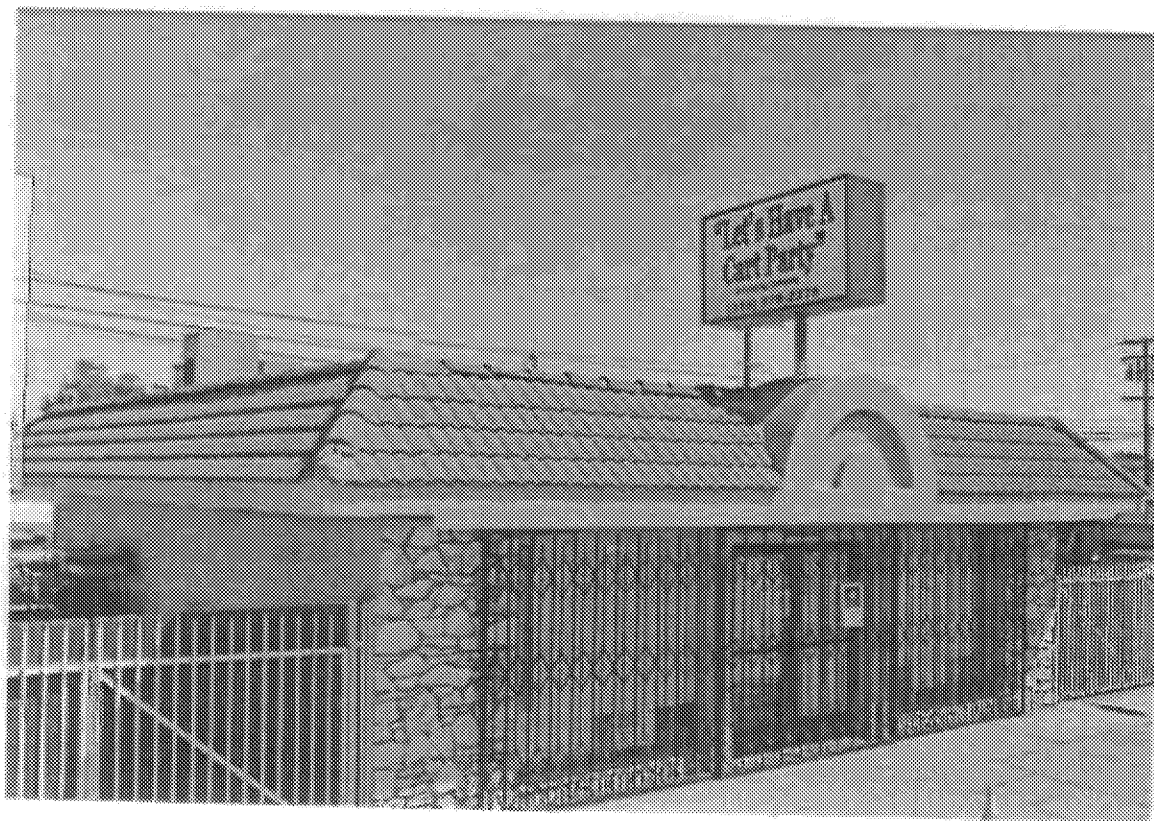


5 Church's Chicken: 3950 West Century Boulevard



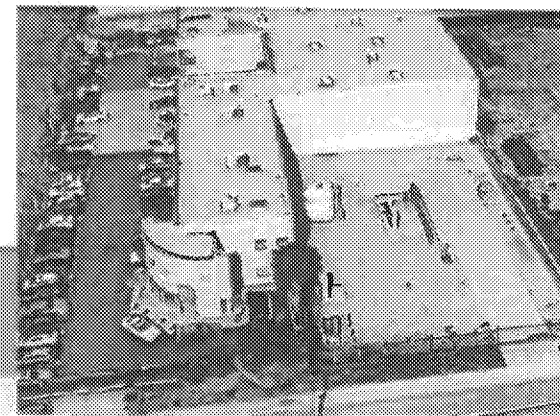
6

Let's Have a Cart Party: 10212 Prairie Avenue



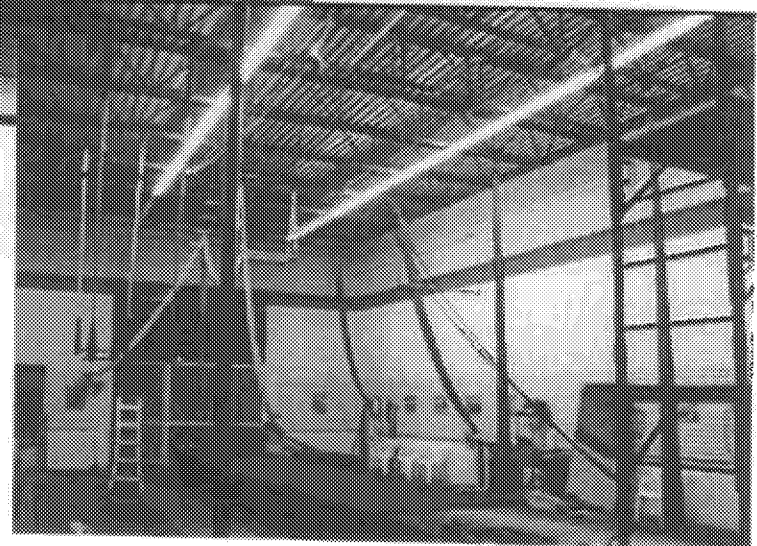
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Sugarfina: 3915 West 102nd Street



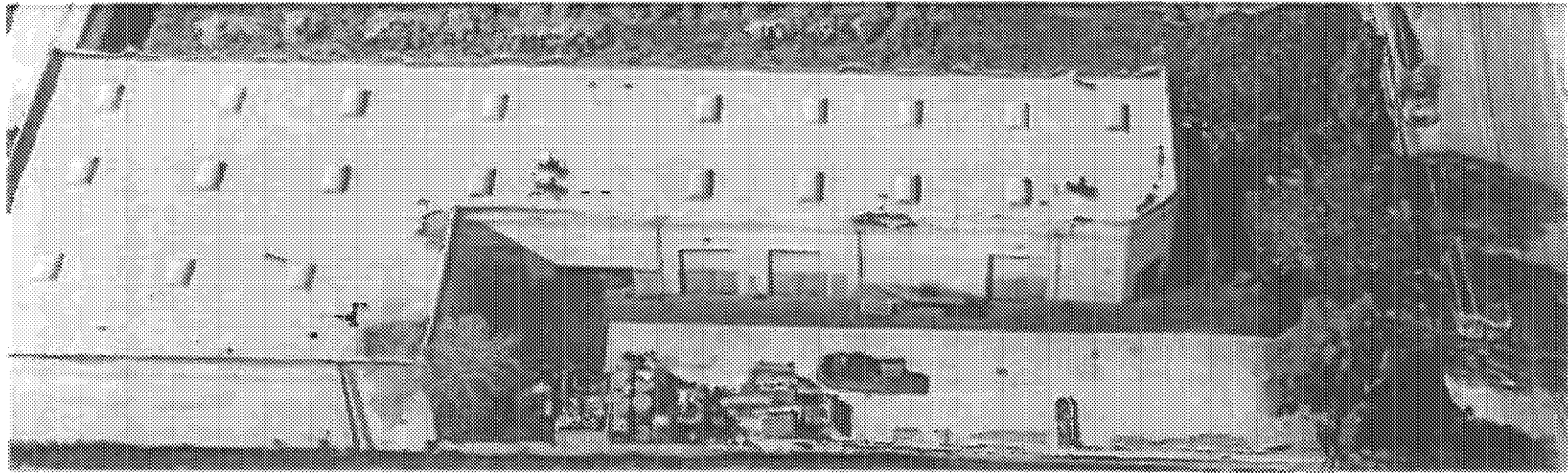
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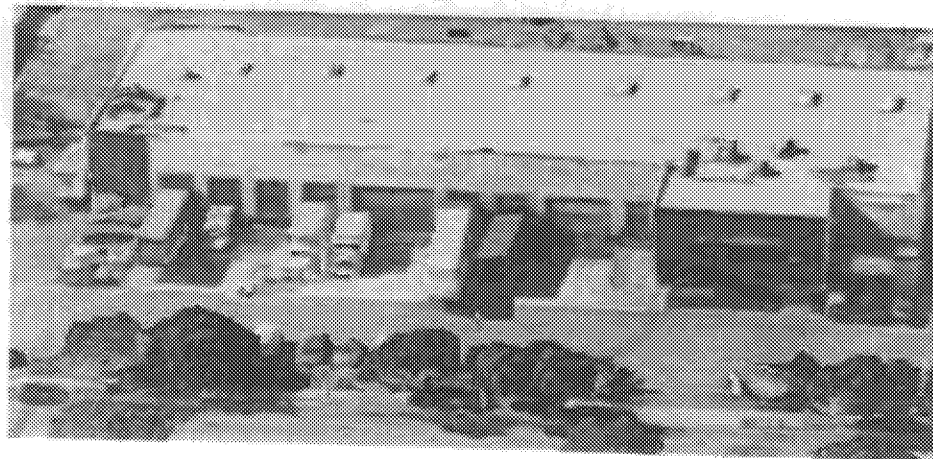
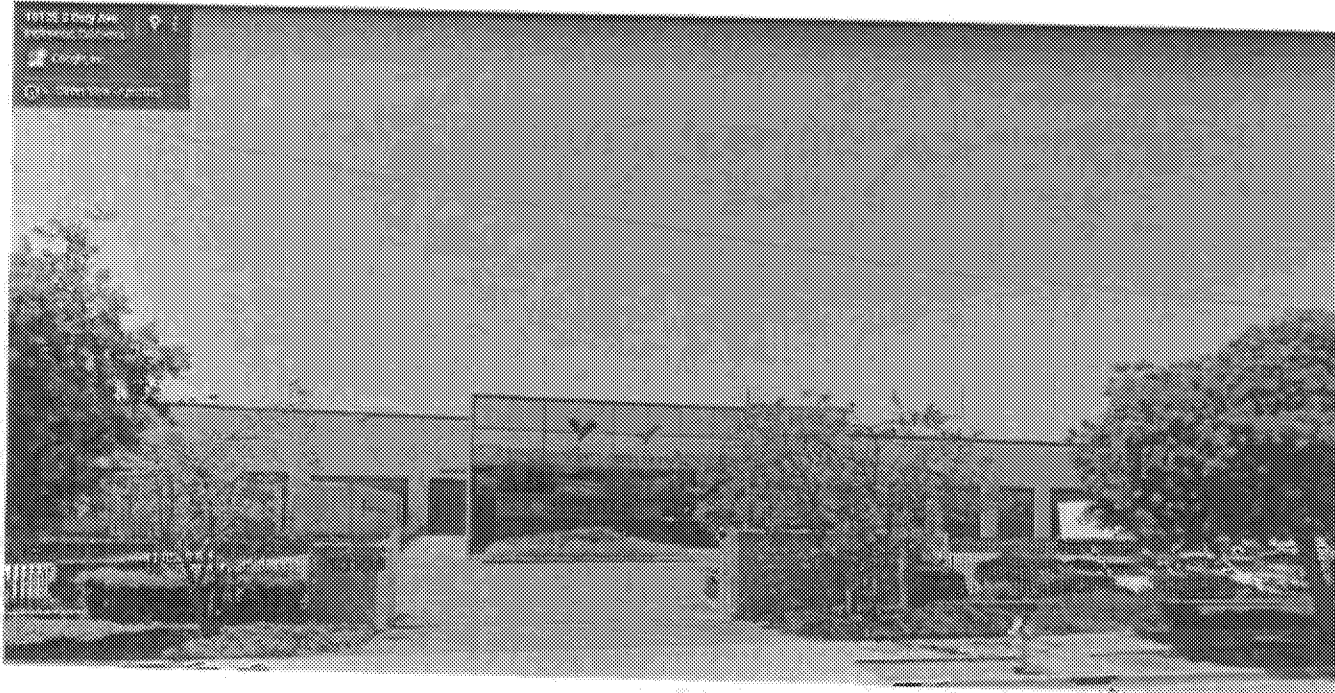
Hollywood Aerial Arts: 3838 West 102nd Street



9

CD's Cabinets: 3820 West 102nd Street

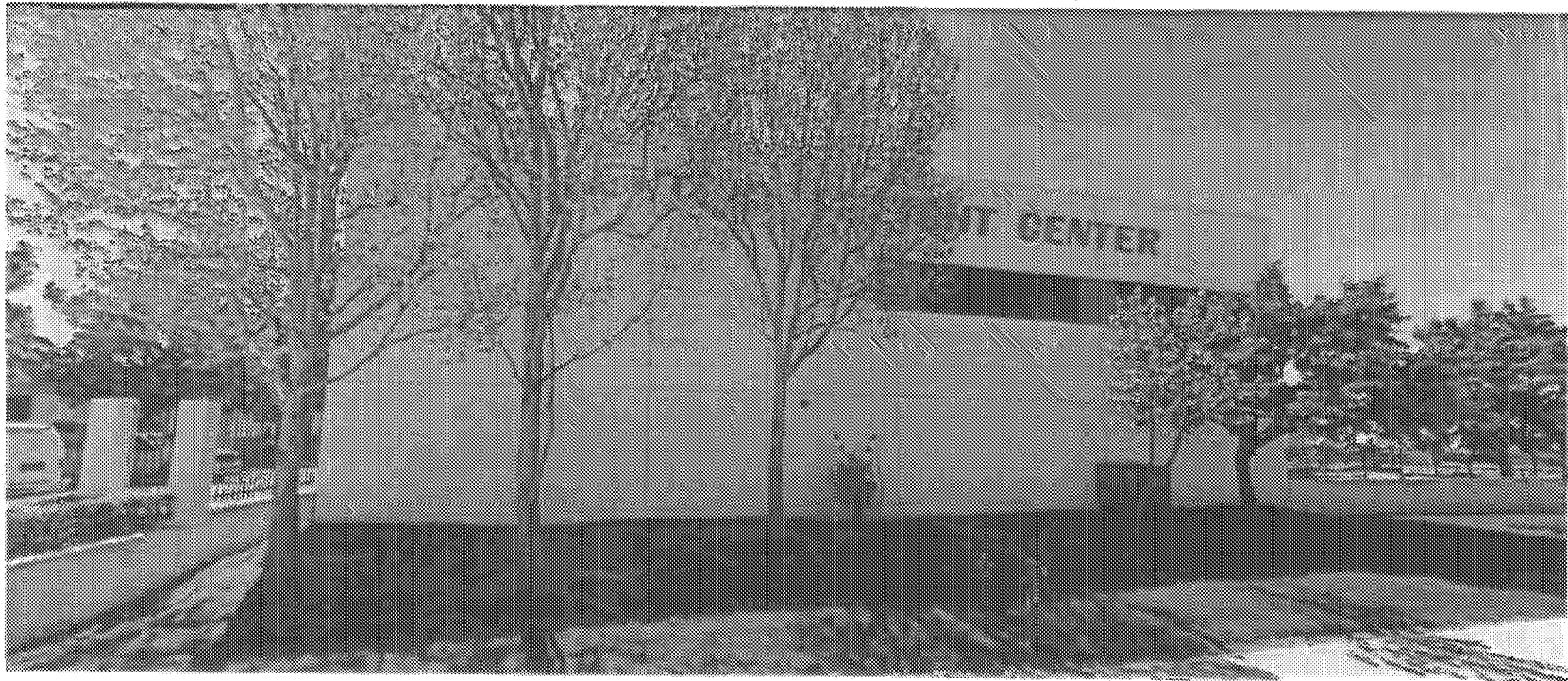




11

Starlight Freight System: 3780 West Century Boulevard

Pacific Global Consolidators: 3770 West Century Boulevard



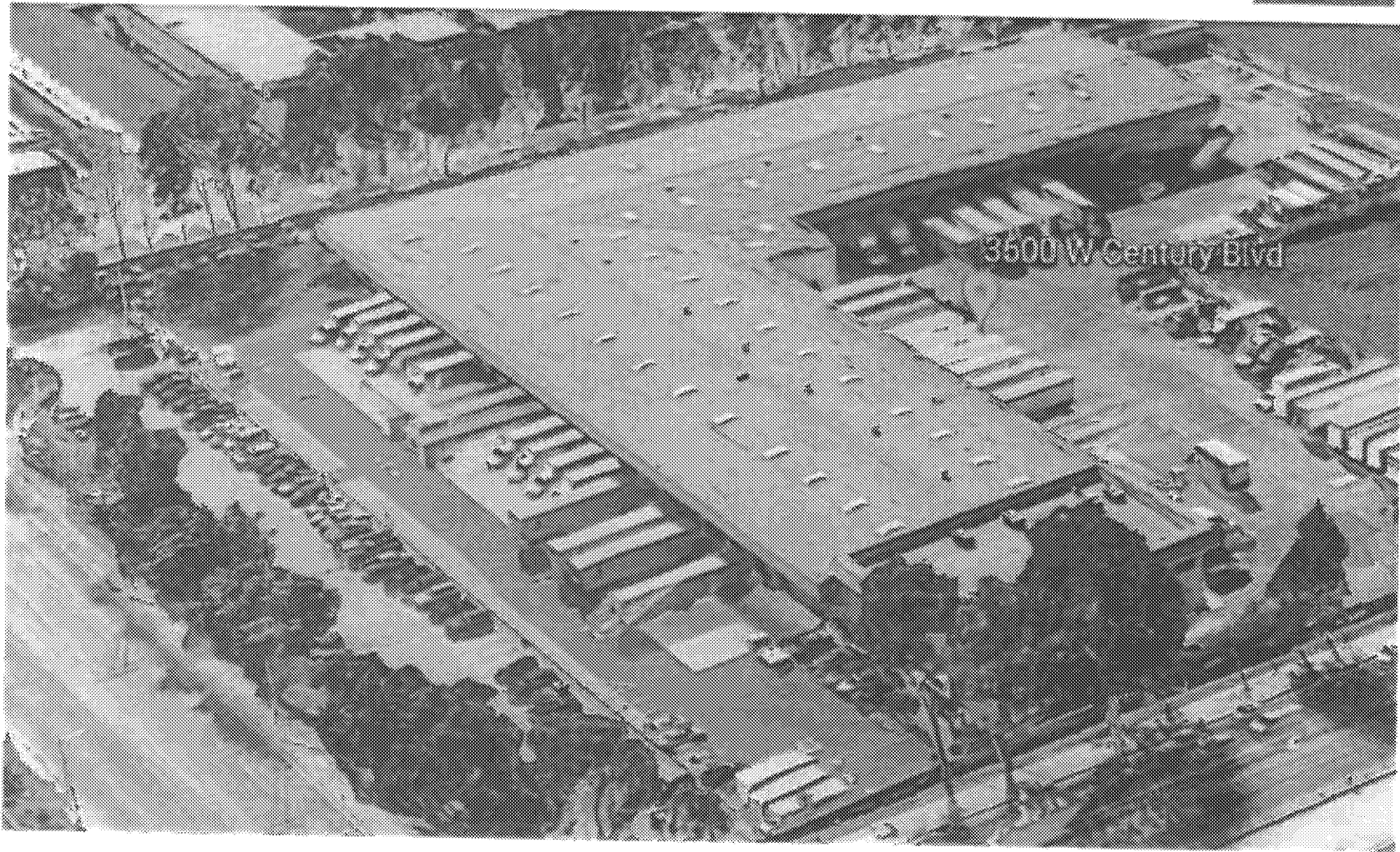
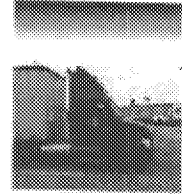
12

The Starlink Group: 10105 S. Doty Avenue



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UPS Supply Chain Solutions: 3600 West Century Boulevard



14

3732 West Century Boulevard

Ramos Window Coverings: #1

Transworld Aquatic Enterprises #3

Renaissance Aquatics #4

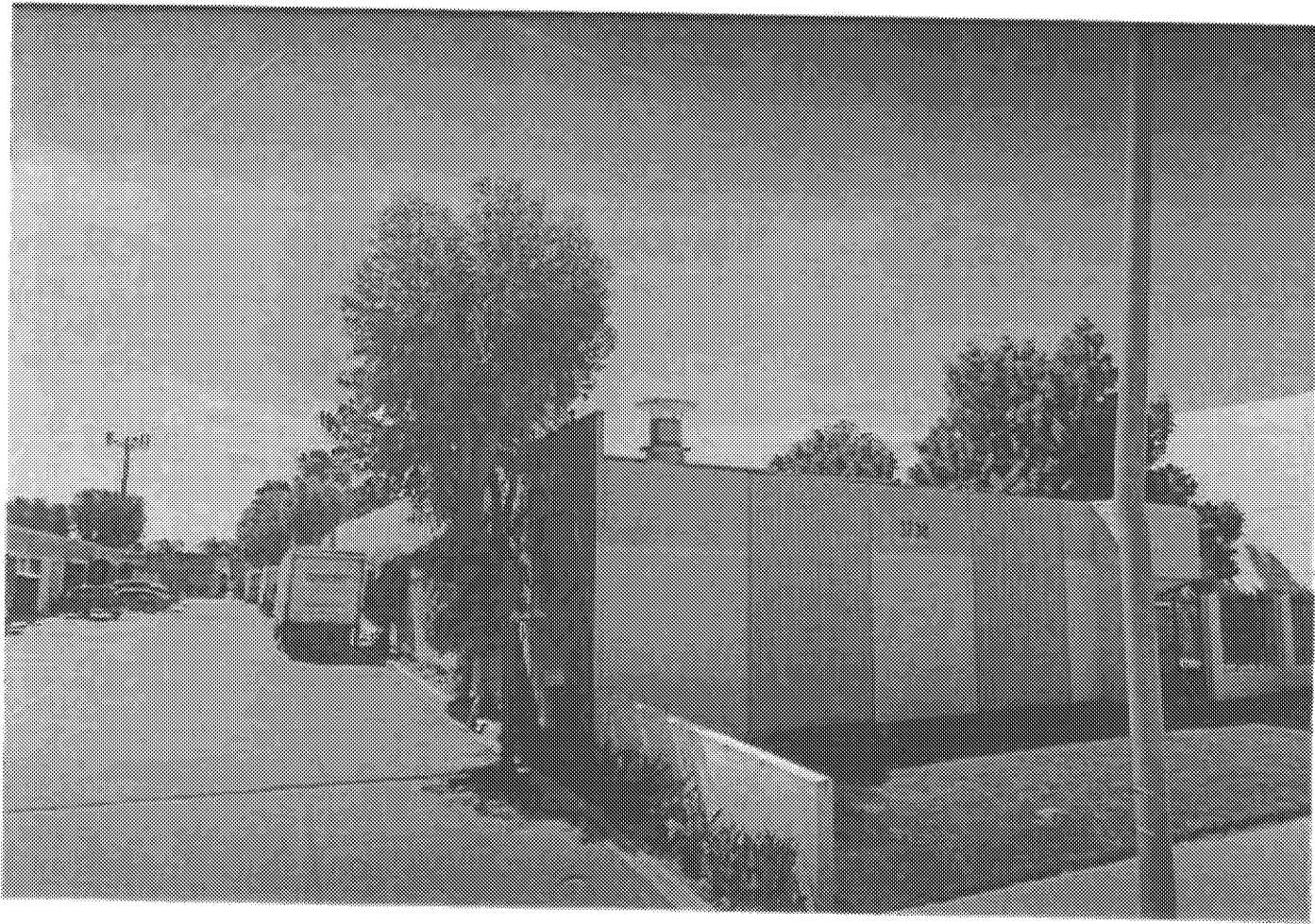
Aqua Nautic Specialist #6

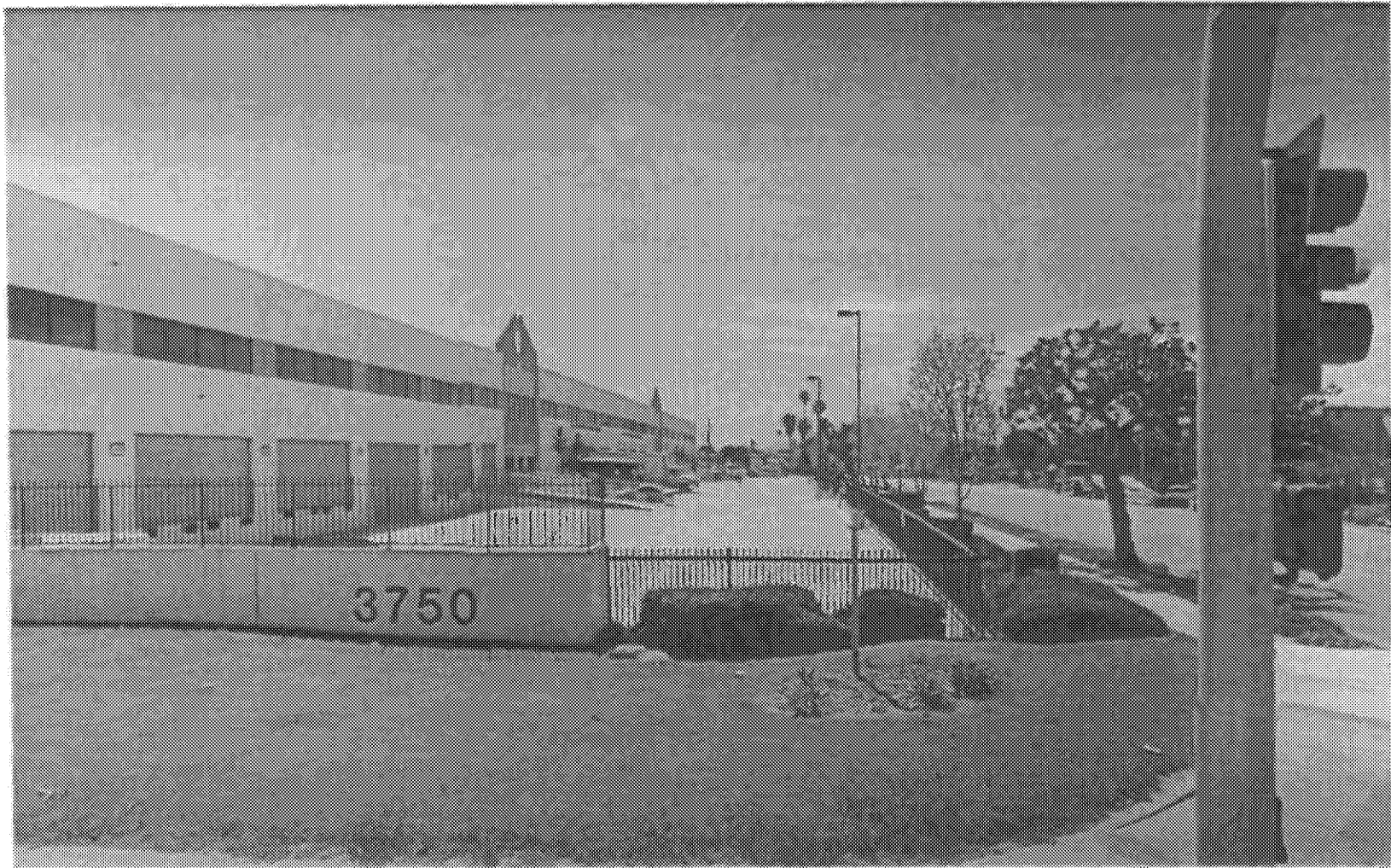
Tropical Enterprises #8



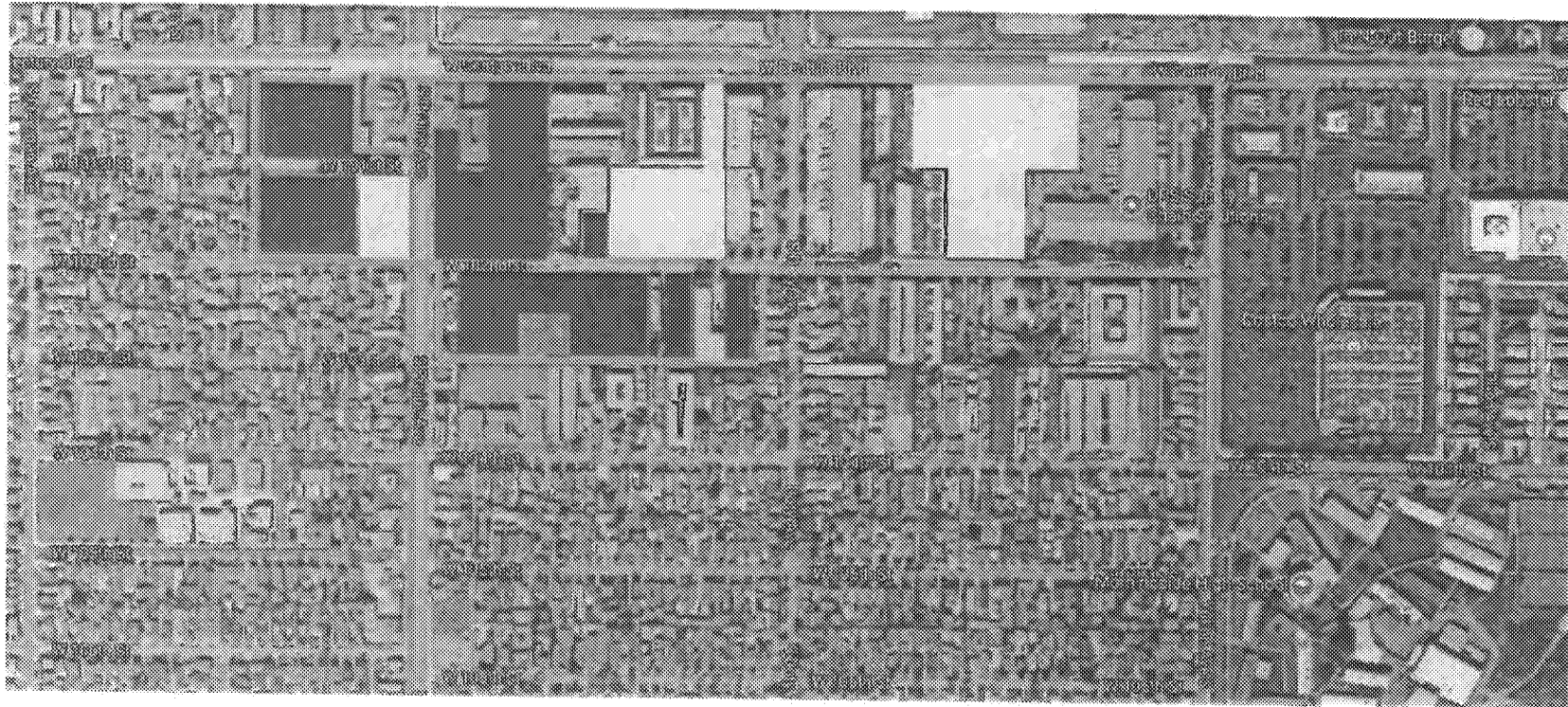
15

Pacific Window Covering: 3738 West Century Boulevard





RESIDENTS, HOMES AND CHURCH PROPERTIES ARE DIRECTLY ADJACENT TO THE PROPOSED ARENA, MULTI-TIERED PARKING GARAGE AND TRAINING FACILITY.



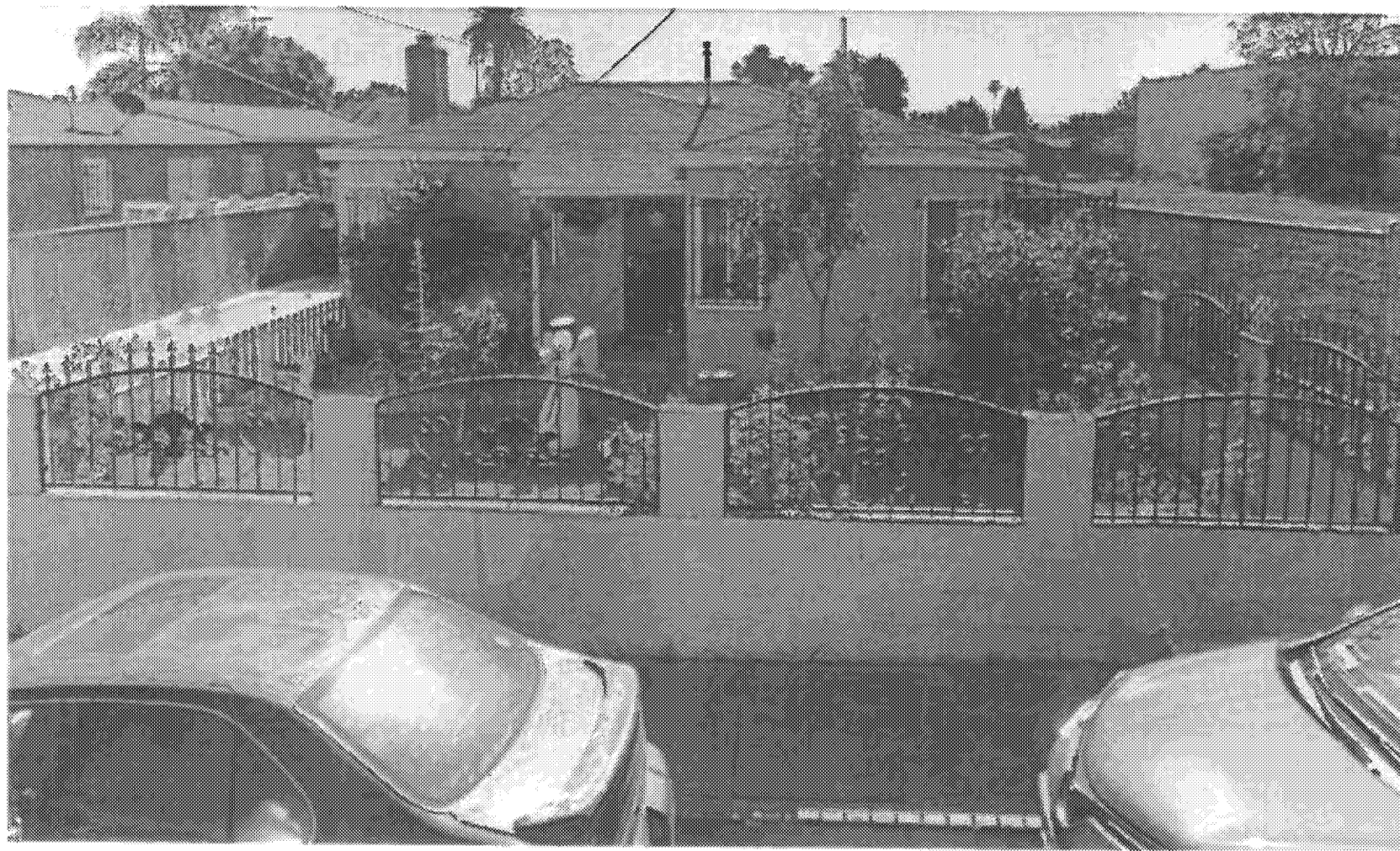
1

3800 West 102nd Street



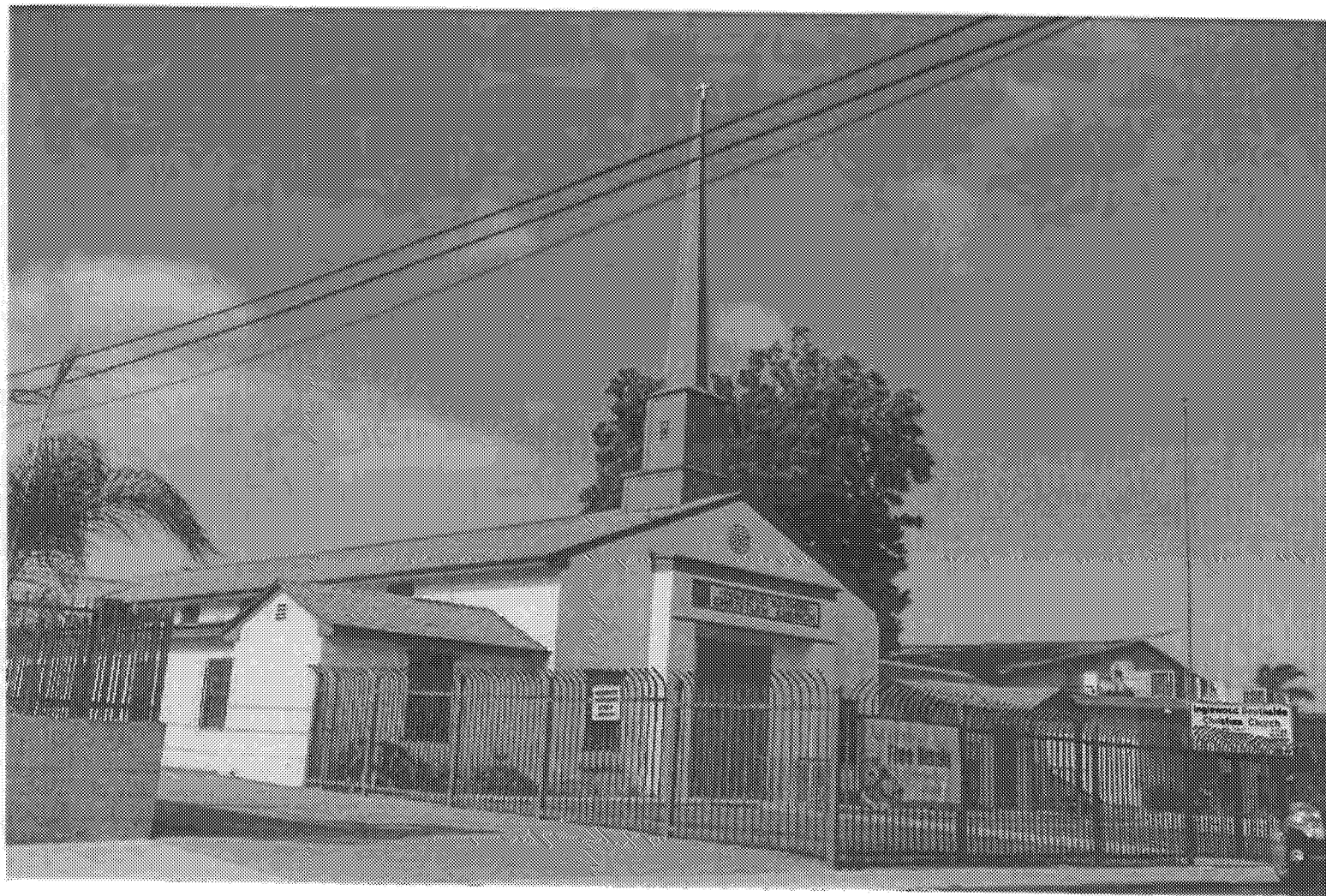
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3806 West 102nd Street



3

Inglewood Southside Christian Church



4

Nicholas Gardens Apartments: 3911 West 104th Street

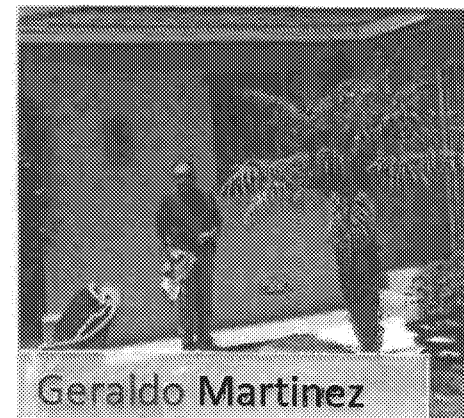
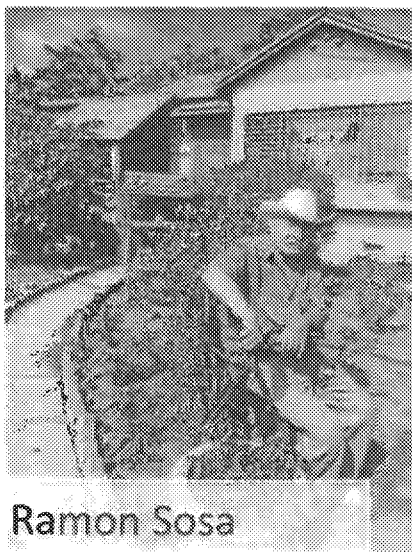


A Sampling of More Single-Family Homes Adjacent to Arena Area



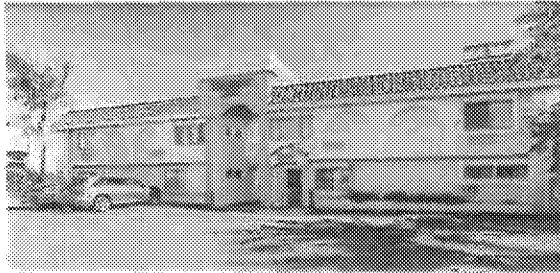
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Some of the Thousands of Residents Who Will be Negatively Impacted



Residents in the ENA Area Speak Out in the **Los Angeles Times**

Excerpts from "Inglewood Residents Speak Out Against the Proposed Clippers Arena," August 13, 2017



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. "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."

#

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.

"It's about the money," Sosa said. "... 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."



#

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.**

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PROOF OF SERVICE

I am employed by Chatten-Brown & Carstens LLP in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 2200 Pacific Coast Highway, Ste. 318, Hermosa Beach, CA 90254 . October 23, 2017, I served the within documents:

VERIFIED FIRST AMENDED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE RELIEF PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

☒ **VIA UNITED STATES MAIL.** I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth above.

☐ **VIA OVERNIGHT DELIVERY.** I enclosed the above-referenced document(s) in an envelope or package designated by an overnight delivery carrier with delivery fees paid or provided for and addressed to the person(s) at the address(es) listed below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **VIA MESSENGER SERVICE.** I served the above-referenced document(s) by placing them in an envelope or package addressed to the person(s) at the address(es) listed below and provided them to a professional messenger service for service. (A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)

☐ **VIA FACSIMILE TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the above-referenced document(s) to the persons at the fax number(s) listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

☐ **VIA ELECTRONIC SERVICE.** I caused the above-referenced document(s) to be sent to the person(s) at the electronic address(es) listed below.

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 23, 2017, at Hermosa Beach, California 90254.



Cynthia Kellman

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