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11 Attorneys for Respondents

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

15 CALIFORNIA HOUSING DEFENSE FUND, a  
California nonprofit public benefit corporation,

16 Petitioner and Plaintiff,  
17

18 v.

19 CITY OF LA CAÑADA FLINTRIDGE,

20 Respondent and Defendant,  
21

600 FOOTHILL OWNER, LP, a limited  
partnership,

22 Real Party in Interest.

23 PEOPLE OF THE STATE OF CALIFORNIA,  
24 EX REL. ROB BONTA; CALIFORNIA  
DEPARTMENT OF HOUSING AND  
25 COMMUNITY DEVELOPMENT,

26 Petitioners-Intervenors.  
27  
28

Case Nos. 23STCP02575 and 23STCP02614

Hon. Stephen I. Goorvitch; Dept. 82

**RESPONDENT'S STATEMENT IN  
CONFORMANCE WITH JUDGMENT  
ENTERED APRIL 5, 2024 AND WRIT  
ISSUED APRIL 16, 2024 AND  
DECLARATIONS OF PETER C.  
SHERIDAN, SUSAN KOLEDA AND  
ANTONIO GARDEA IN SUPPORT  
THEREOF**

Action Filed: July 21, 2023

Trial Date: March 01, 2024

**REMITTITUR ISSUED MARCH 10, 2025**

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600 FOOTHILL OWNER, LP, a California limited partnership,

Petitioner,

v.

CITY OF LA CAÑADA FLINTRIDGE; THE CITY OF LA CAÑADA FLINTRIDGE COMMUNITY DEVELOPMENT DEPARTMENT; AND THE CITY OF LA CAÑADA FLINTRIDGE CITY COUNCIL, AND DOES 1-50,

Respondents.

**RESPONDENT’S STATEMENT TO THE COURT**

**IN COMPLIANCE WITH JUDGMENT AND WRIT**

Respondent CITY OF LA CAÑADA FLINTRIDGE (“City” or “Respondent”) hereby submits this document to the Court in compliance with the Writ issued by the court dated April 16, 2024 (Sheridan Decl., Exh. A). That Writ (on pages 2-3) establishes the 45 day reporting period that is the subject of this submission by the City. The reporting period was set forth in the Judgment and Writ for the following purpose:

“If Respondent contends that full compliance with paragraph (2) is not possible within 60 days of service of the Writ because further environmental review is required by the California Environmental Quality Act (Pub. Res. Code, §§ 21000, et seq.), Respondent shall file with the Court and serve on the parties, not later than 45 days after service of the Writ, a Statement identifying the additional review believed to be required and the applicable deadline(s) for completing such review under Title 14, Article 8 of the California Code of Regulations (Cal. Code Regs., tit. 14, §§ 15 100, et seq.)”

Paragraph 2 of the Writ (and Judgment) states as follows:

“Pursuant to Government Code section 65589.5, subdivision (k)(l)(A)(ii), a peremptory writ of administrative mandate shall issue directing Respondent to take the following actions

- 1 within 60 days of service of the Writ, except as provided in paragraph (3):
- 2 a. Set aside the May 1, 2023 decision finding that Real Party in Interest 600 Foothill LP's application does not qualify for the builder's remedy;
- 3 b. Process Real Party in Interest 600 Foothill LP's application in a manner that complies with the Housing Accountability Act (Gov. Code, §§ 65589.5, et seq.) and state law, including but not limited to making any and all findings required to support Respondent's final approval, disapproval, or conditional approval of the application; and
- 4 c. File with the Court and serve on the parties a Return describing the steps Respondent has taken to comply with the Writ.”

7 Essentially, under these two sections of the Judgment and Writ, taken together, the City does not  
 8 have an obligation to necessarily “approve” the project within 60 days –the City’s obligation is to  
 9 proceed with the environmental review process (and any other part of the process remanded back to  
 10 the Council under the Court’s March 4, 2024 Order) within those 60 days and report within 45 days  
 11 if that process cannot be completed within those 60 days and if not what schedule might there be for  
 12 completing that process. As detailed below, the City has taken extensive efforts to prod 600  
 13 Foothill into action on CEQA, to which 600 Foothill has been unresponsive.

14 **TIMING OF THIS STATEMENT.** The subject Writ was issued after the City had already  
 15 served and filed its Notice of Appeal from the Judgment entered by the Court on April 5, 2024, of  
 16 which Notice was served on April 11, 2024. (Sheridan Decl. Exhibit B.) That Notice of Appeal  
 17 stayed operation of the Writ (and previous Judgment) when it was filed. Civ. Proc. Code § 916(a).  
 18 Zero (0) days of the 45 day period and/or the 60 day period expired between issuance of the Writ  
 19 and the City’s Notice of Appeal. The Court of Appeal in this matter issued its remittitur to this  
 20 Court -- terminating the appeal and the stay and restoring this Court’s jurisdiction -- on March 10,  
 21 2025 (a true and correct copy of which is attached as Exhibit C), commencing the 45 day reporting  
 22 period and 60 day “compliance” period.

23 This Submission is therefore in compliance with and timely under the Writ and the City  
 24 hereby informs the Court that (i) it has set aside the May 1, 2024 ruling and since March 10, 2025  
 25 has treated the Project as a “Builder’s Remedy” Project, (ii) the City has submitted a draft  
 26 agreement to 600 Foothill acknowledging its right to increased density under the Density Bonus  
 27 Law (one of the reserved issues under the Court’s March 4, 2024 Order), and, as explained below,  
 28 (iii) the City does not believe it can fully process all of the CEQA related issues (including the

1 appropriate level of CEQA review itself and related Subdivision Map Act determinations) within the  
 2 60 day period that began on March 10, 2025, for all the reasons set forth below.

3         **STATUS.** The Court’s March 4, 2024 Order decided that certain portions of the Petitioners’  
 4 complaints were not ripe for adjudication, namely the causes of action based on the Density Bonus  
 5 Law and the Subdivision Map Act, and remanded the matter to the City Council to reverse its May  
 6 1, 2024 “denial” of the Project as a Builder’s Remedy and to process the application of 600 Foothill  
 7 under CEQA and otherwise complete its work under the Density Bonus Law and the Subdivision  
 8 Map Act.” In particular and as the Court on March 4, 2024 ordered, the further processing of the  
 9 Density Bonus Law portion of 600 Foothill’s application, the further processing of and  
 10 determination regarding the Subdivision Map Act Application by 600 Foothill, and the required  
 11 CEQA review and determination of the Environmental Impact, if any, of the Project remained in  
 12 certain respects nearly complete and in other respects remained to be done. (See Exhibit B, Writ  
 13 and Judgment, and the attached March 4, 2024 Order, at pages 34 and 37-39.)

14         Once one fully understands the entire chronology of the processing of the remaining issues  
 15 for this Project (see attached Declarations of Peter Sheridan, Susan Koleda, and Antonio Gardea,  
 16 and exhibits attached thereto), it is easy to see why 600 Foothill is entirely to blame for the “dead in  
 17 the water” CEQA process (and Subdivision Map Act process dependent as it is on CEQA review), a  
 18 process that 600 Foothill’s counsel admitted at a recent hearing it had not moved forward on  
 19 because it was “too risky” to spend the money while an appeal was pending, notwithstanding that  
 20 600 Foothill claims the project will be worth over \$100 million in five years. And, while informing  
 21 the City that it would prepare its own Initial Study with its own consultant back in July 2024, 600  
 22 Foothill has not submitted that “Initial Study.”

23         Initially, it should be noted that the Housing Accountability Act (Government Code, section  
 24 65589.5) acknowledges that its provisions do not eliminate the obligation of the City to comply with  
 25 the California Environmental Quality Act (“CEQA”) stating, at Government Code, section  
 26 65589(e), “Neither shall anything in this section be construed to relieve the local agency from  
 27 making one or more of the findings required pursuant to Section 21081 of the Public Resources  
 28 Code or otherwise complying with the California Environmental Quality Act (Division 13

1 (commencing with Section 21000) of the Public Resources Code).” In addition, pursuant to CEQA  
2 Guidelines, section 15004, the City is not legally permitted to approve this Project until after it has  
3 complied with the requirements of CEQA. Specifically, CEQA Guidelines, section 15004(a) states,  
4 “Before granting any approval of a project subject to CEQA, every lead agency or responsible  
5 agency shall consider a final EIR or negative declaration or another document authorized by these  
6 guidelines to be used in the place of an EIR or negative declaration.” As such, the City cannot  
7 comply with Paragraph 2(b) of the Writ until it has complied with its mandatory legal obligations  
8 under CEQA.

9 While the City’s appeal was pending, to move forward with the CEQA environmental  
10 review process, in March and April, 2024 the City evaluated the Project to determine if it was  
11 exempt from CEQA, pursuant to CEQA Guidelines<sup>1</sup>, section 15061. The City focused on whether  
12 the Project qualified for the Categorical Exemption set forth at CEQA Guidelines, section 15332,  
13 commonly referred to as the Urban Infill Exemption, as 600 Foothill’s prior counsel had urged the  
14 City to find that this Urban Infill Exemption applied to this Project. After completing a careful and  
15 thorough evaluation of the Project and the requirements for Categorical Exemptions in general and  
16 the Urban Infill Exemption in particular, the City determined the Project would not qualify for the  
17 Urban Infill Exemption. The City provided its determination and supporting analysis to Counsel for  
18 600 Foothill in correspondence dated April 9, 2024, which is attached as Exhibit O.

19 In the April 9, 2024 correspondence (Sheridan Decl., Exh. O), the City stated that because  
20 the City determined the Project was not exempt from CEQA, to comply with CEQA the City needed  
21 to move forward with the preparation of an Initial Study, pursuant to CEQA Guidelines, section  
22 15063 to determine if the City could adopt a Negative Declaration or Mitigated Negative  
23 Declaration for the Project or if an Environmental Impact Report (“EIR”) needed to be prepared and  
24 certified by the City. As is its customary practice, the City advised that 600 Foothill needed to  
25 deposit the necessary funds with the City to pay for environmental consulting firm Kimley Horn to  
26 prepare the Initial Study and, if determined necessary, an EIR. The letter makes clear that any

27 \_\_\_\_\_  
28 <sup>1</sup> “CEQA Guidelines” is short for “The Guidelines for the Implementation of the California  
Environmental Quality Act,” codified at 14 CCR 15000, et seq.

1 unused funds deposited with the City would be returned to 600 Foothill after the CEQA  
 2 environmental review was completed. This would mean that if the City determined a Negative  
 3 Declaration or Mitigated Negative Declaration could be approved for the Project, those funds  
 4 included in the deposit amount associated with the preparation of an EIR would be returned to 600  
 5 Foothill. The City stated it could not proceed with the preparation of the Initial Study until it  
 6 received the deposit from 600 Foothill.

7 Three months later, on July 1, 2024, counsel for 600 Foothill sent a letter to the City  
 8 responding to the City’s April 9, 2024 letter (Sheridan Decl. Exh. T). Among other claims in the  
 9 letter, Counsel for 600 Foothill incorrectly claimed the City was requiring the preparation of an EIR  
 10 for the Project. This is contrary to the April 9, 2024 letter which merely states, “For these reasons  
 11 the City again states an Initial Study must be prepared for this Project.” Nowhere in the April 9,  
 12 2024 letter does it state that an EIR must be prepared for the Project as that determination could not  
 13 be made until after an Initial Study is prepared, pursuant to CEQA Guidelines, section 15063.  
 14 In the July 1, 2024 letter Counsel for 600 Foothill also stated that 600 Foothill would not deposit the  
 15 required funds for the City to proceed with the Initial Study and instead it claimed to have retained  
 16 its own environmental consultant, CAJA, to prepare an Initial Study which would be provided to the  
 17 City when it is completed for the City’s review and approval. **As of the date of this Statement,**  
 18 **600 Foothill has still not provided a draft Initial Study for the City to review. And, as of**  
 19 **today, April 7, 2025, 600 Foothill’s principal Garrett Weyand still claims that its consultant**  
 20 **“CAJA” is preparing that initial study, which he claimed in a telephone call on April 7, 2025,**  
 21 **600 Foothill has not proceeded on because the appeal of the City was pending and 600 Foothill**  
 22 **did not know what the outcome might be.** (See Declaration of Antonio Gardea, attached hereto.)

23 CEQA Guidelines, section 15107 recognizes that even if an Initial Study supports the  
 24 adoption of a Negative Declaration or Mitigated Negative Declaration, it will take at least 180 days  
 25 to complete the Initial Study, circulate the Negative Declaration or Mitigated Negative Declaration  
 26 for a 20 or 30 day public comment period, pursuant to CEQA Guidelines, section 15073 and have it  
 27 considered by any advisory and decision making bodies before it is approved. CEQA Guidelines,  
 28 section 15109 states that these timeframes are suspended due to unreasonable delay caused by the

1 applicant, stating, “An unreasonable delay by an applicant in meeting requests by the lead agency  
 2 necessary for the preparation of a negative declaration or an EIR shall suspend the running of the  
 3 time periods described in Sections 15107 and 15108 for the period of the unreasonable delay.  
 4 Alternatively, an agency may disapprove a project application where there is unreasonable delay in  
 5 meeting requests.” (Underlining added.)

6 In addition to the time required to prepare the Initial Study and circulate it for Public  
 7 Comment, the City must also comply with its obligations to initiate and complete tribal consultation,  
 8 pursuant to Public Resources Code, section 21080.3.1, et seq. Depending on the interest of a tribe  
 9 that is traditionally and culturally affiliated with the area in which the Project is located, this  
 10 required consultation process, once commenced, could require several months to complete.

11 In short, 600 Foothill’s refusal to cooperate with the City in completing the necessary  
 12 environmental review for this Project has impeded and will impede the City’s ability to comply with  
 13 Paragraph 2(b) of the Writ.

14 Moreover, the City cannot rely upon an Initial Study prepared by a consultant retained by  
 15 600 Foothill (if they are still intending to submit one) without conducting a thorough review of that  
 16 Initial Study which 600 Foothill will be responsible to pay for. This is because the City’s decision  
 17 making body for this Project cannot approve a Negative Declaration or Mitigated Negative  
 18 Declaration for this Project unless it finds, “on the basis of the whole record before it (including the  
 19 initial study and any comments received), that there is no substantial evidence that the project will  
 20 have a significant effect on the environment and that the negative declaration or mitigated negative  
 21 declaration reflects the lead agency’s independent judgment and analysis.” (Underlining added.)

22 CEQA Guidelines, section 15074(b). The City cannot make this finding until the City has  
 23 conducted a thorough review of the draft Initial Study and supporting technical studies provided by  
 24 600 Foothill. 600 Foothill’s Garrett Weyand admitted as much to Antonio Gardea, Deputy Director  
 25 of Community Development for the City, during a telephone call on April 7, 2025. (See Gardea  
 26 Declaration, attached hereto.)

27 Finally, the adoption of a Negative Declaration or Mitigated Negative Declaration assumes  
 28 the Initial Study prepared by 600 Foothill’s environmental consultant determines that an EIR is not

1 required and that the City, after completing its thorough review of the Initial Study and its  
2 supporting technical studies, agrees with this conclusion.

3 If it is determined an EIR is required for this project, CEQA Guidelines, section 15108  
4 recognizes that the preparation of an EIR will generally require at least a year to complete and  
5 certify.

6 For these reasons, to comply with CEQA it is not possible to comply with Paragraph 2(b) of  
7 the Writ in 60 days. To comply with CEQA the City will require at least 180 days and potentially a  
8 year depending on the results of the Initial Study and the applicant’s cooperation in the CEQA  
9 environmental review process, something that has not occurred to date.

10 Given those timelines, the City requests that the Court (i) continue the date for compliance  
11 with the Writ to 210 days from the date 600 Foothill submits its consultant’s “Initial Study” (if such  
12 was even prepared) and pay the deposit to the City for review thereof, or 180 days from the date 600  
13 Foothill pays the deposit needed for the City to commence the Initial Study with its consultant, and  
14 set a further Statement/Report date for the City to inform the Court of the status 180 days from the  
15 date 600 Foothill submits its consultant’s “Initial Study” and pay the deposit to the City for review  
16 thereof, or 180 days from the date 600 Foothill pays the deposit needed for the City to commence  
17 the Initial Study with its consultant.

18 DATED: April 7, 2025

ALESHIRE & WYNDER, LLP

GLASER WEIL FINK HOWARD  
JORDAN & SHAPIRO LLP

By: 

PETER C. SHERIDAN  
CHRISTOPHER L. DACUS

*Attorneys for Respondents City of La Cañada  
Flintridge; The City of La Cañada Flintridge  
Community Development Department; and the City  
of La Cañada Flintridge City Council*

**DECLARATION OF PETER C. SHERIDAN**

I, Peter C. Sheridan declare and state as follows:

1. I am an attorney at law duly licensed to practice before all the courts of the State of California and am a Partner with the law firm of Glaser Weil Fink Howard Jordan & Shapiro LLP, counsel of record herein for Respondent City of La Cañada Flintridge (“Respondent”). I have personal knowledge of the facts set forth in this Declaration and if called to testify thereto I could and would do so competently. I offer this declaration in support of Respondent’s Statement in Compliance with Judgment Entered April 5, 2024 And Writ Issued April 16, 2024.

2. Attached hereto as **Exhibit A** is a true and correct copy of the Writ issued by the court dated April 16, 2024 (but not served by the Court on the City until May 22, 2024). That Writ (on pages 2-3) establishes the 45 day reporting period that is the subject of this submission by the City. That writ was issued after the City had already served and filed its Notice of Appeal from the Judgment entered by the Court on April 5, 2024, of which Notice was served on April 11, 2024. A true and correct copy of the Notice of Appeal, attaching the Judgment, is attached hereto as **Exhibit B**. That Notice of Appeal stayed operation of the Judgment (and subsequent writ) when it was filed. Civ. Proc. Code § 916(a). That Judgment (on pages 2-3) also set forth the 45 day reporting period that is the subject of this submission. Accordingly, zero days expired between issuance of the Writ and entry of the Judgment (which included the reporting period), on the one hand, and the City’s Notice of Appeal, on the other hand. The Court of Appeal in this matter issued its remittitur to this Court -- terminating the appeal and the stay and restoring this Court’s jurisdiction -- on March 10, 2025 (a true and correct copy of which is attached as **Exhibit C**), commencing the 45 day reporting period and 60 day compliance period.

3. The Court’s March 4, 2024 Order decided that certain portions of the Petitioners’ complaints were not ripe for adjudication, namely the causes of action based on the Density Bonus Law and the Subdivision Map Act, and remanded the matter to the City Council to reverse its May 1, 2024 “denial” of the Project as a Builder’s Remedy and to process the application of 600 Foothill under CEQA and otherwise complete its work under the Density Bonus Law and the Subdivision Map Act.” In particular and as the Court on March 4, 2024 ordered, the further processing of the

1 Density Bonus Law portion of 600 Foothill’s application, the further processing of and  
 2 determination regarding the Subdivision Map Act Application by 600 Foothill, and the required  
 3 CEQA review and determination of the Environmental Impact, if any, of the Project remained in  
 4 certain respects nearly complete and in other respects remained to be done. (See **Exhibit A** Writ  
 5 and Judgment, and the attached March 4, 2024 Order, at pages 13-15 and 37-38 [of 39].)

6 4. Once one fully understands the entire chronology of the processing of the remaining  
 7 issues for this Project, it is easy to see why 600 Foothill is entirely to blame for the “dead in the  
 8 water” CEQA process, a process that 600 Foothill’s counsel admitted at a recent hearing it had not  
 9 moved forward on because it was “too risky” while an appeal was pending, notwithstanding that  
 10 600 Foothill claims the project will be worth over \$100 million in five years. And, while informing  
 11 the City that it would prepare its own Initial Study with its own consultant back in July 2024, 600  
 12 Foothill has not submitted that “Initial Study.”

13 **CHRONOLOGY**

14 5. On November 10, 2022, 600 Foothill submitted its Preliminary Application (under  
 15 SB 330) for the Project. (See **Exhibit A** Writ and Judgment, Order at 5 of 39.)

16 6. On December 8, 2022, City employees met with members of 600 Foothill and their  
 17 attorneys regarding the submitted Preliminary Application. A “calendar entry” for a TEAMS  
 18 meeting identifying the participants and date of that meeting, and an email exchange setting up that  
 19 meeting, are attached hereto as **Exhibit D**. At that meeting, as reflected in the accompanying  
 20 Declaration of Susan Koleda, the City’s Director of Community Development, the City informed  
 21 600 Foothill that a categorical exemption under CEQA for any submitted final application was not  
 22 appropriate given, among other things, significant air quality and noise impacts associated with a  
 23 recent, smaller project proposed for the site.

24 7. On January 13, 2023, counsel for 600 Foothill in its “cover letter” (and not a part of  
 25 the application itself) accompanying 600 Foothill’s Final Application nonetheless advocated that the  
 26 Project was entitled to a Class 32 categorical exemption from CEQA. A true and correct copy of  
 27 that letter is attached hereto as **Exhibit E**.

28

1 8. On February 10, 2023, in a letter sent to 600 Foothill on that same date (a true and  
2 correct copy of which is attached hereto as **Exhibit F**), the City Planner (at pages 3-4) determined  
3 the submittal of Tentative Tract Map 83375, to create 80 residential condominium units, to be  
4 incomplete based on the nonsubmittal of necessary forms and information as identified as “Required  
5 Submittals” on the City’s website (<https://cityoflcf.org/connectlcf-submittals/>), information that was  
6 available at the time of final application submittal. Although the requested information was  
7 subsequently provided and the application determined to be complete, additional processing of the  
8 tentative tract requires a public hearing before the City’s Planning Commission, which cannot occur  
9 until the required environmental review required by the California Environmental Quality Act has  
10 been prepared.

11 9. On April 6, 2023, 600 Foothill submitted a Density Bonus application, to be  
12 processed concurrently with the previously submitted applications. A true and correct copy of that  
13 application is attached hereto as **Exhibit G**. Subsequent to the proceedings in the trial court and  
14 court of appeal, a copy of the draft Density Bonus Agreement was forwarded to 600 Foothill on  
15 April 7, 2025, along with the City’s transmittal letter and email sending those two documents to 600  
16 Foothill. True and correct copies of the email, transmittal letter, and Density Bonus Agreement are  
17 attached hereto as **Exhibit H**. Processing of the Density Bonus Agreement cannot be approved by  
18 the City Council until the final applications for the project have been acted upon by the Planning  
19 Commission. (La Canada Flintridge Municipal Code §11.19.120.A.)<sup>2</sup> As indicated herein, the  
20 required Planning Commission public hearing cannot be scheduled until the CEQA environmental  
21 review is complete. ([Cal. Code Reg., Title 14, Division 6, Chapter 3 § 15004.])<sup>3</sup>

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25 <sup>2</sup> “An affordable housing agreement shall be executed prior to final map approval, or, where a map is not being  
26 processed, prior to issuance of building permits for any parcels in the affordable housing agreement. The agreement  
shall be recorded on any parcels on which incentives or density bonuses are approved, and shall be binding to all future  
owners and successors in interest. The city attorney shall approve the form of the agreement.”

27 <sup>3</sup> “Before granting any approval of a project subject to CEQA, every lead agency or responsible agency shall consider  
28 a final EIR or negative declaration or another document authorized by these guidelines to be used in the place of an EIR  
or negative declaration.”

1           10.     On May 1, 2023, the City stated that once the City informed 600 Foothill that its  
2 applications were complete, the City would “as required by [CEQA]” determine if there were any  
3 potential impacts of the Project. (See **Exhibit I**, [5/1/23 Agenda], at p.3.)

4           11.     On May 26, 2023, the City informed 600 Foothill that its Application was complete.  
5 (See **Exhibit A** Writ and Judgment, Order at 8 of 39.)

6           12.     On September 21, 2023, the City issued a “Request for Proposals” for CEQA  
7 consulting services for preparation of any required documentation on the Project under CEQA. (See  
8 **Exhibit J**, attached hereto.) This RFP assumed but did not mandate the highest and most costly  
9 level of service that might be required, namely preparation of an EIR, in order to not have come  
10 back for further approvals and adjust and price down if certain services were not required.

11           13.     On September 27, 2023, 600 Foothill’s counsel sent a letter to the City Planner  
12 purporting to object to the issuance of such an RFP and asserted, incorrectly, that the RFP indicated  
13 that the City intended that an EIR would be prepared. (See **Exhibit K**, attached hereto.) 600  
14 Foothill also repeated its claim that it was entitled to a Class 32 Categorical Exemption from CEQA.  
15 (Id. at p.3.)

16           14.     On October 20, 2023, City Attorney Adrian Guerra responded to 600 Foothill’s  
17 counsel’s September 27, 2023 letter. A true and correct copy of that letter is attached as **Exhibit L**  
18 hereto. In the October 20 response letter, the City Attorney accurately pointed out that the Housing  
19 Accountability Act (“HAA”) preserved the requirements of CEQA review by the City of a Project  
20 like that proposed by 600 Foothill, and that the City typically seeks out (via an RFP) a consultant to  
21 prepare an EIR but if the Initial Study “determines that an EIR is not necessary, then the scope of  
22 work for the environmental document is adjusted.” (**Exhibit L** at p.1.) As well, the City Attorney  
23 addressed 600 Foothill’s claim to entitlement to a Categorical Exemption, noted that “mitigated  
24 negative declarations” (MNDs) had been prepared for both prior versions of a project for this site  
25 because of impacts determined to exist, both times for projects smaller than the Project at issue here.  
26 (**Exhibit L** at p.2.)

27           15.     On December 5, 2023, 600 Foothill’s counsel once again took pen in hand and wrote  
28 to the City Planner. A true and correct copy of that letter is attached hereto as **Exhibit M**. Again,

1 counsel for 600 Foothill inaccurately claimed that the City had already determined the Project  
2 needed a “full blown EIR” while ignoring the obviousness of Mr. Guerra’s prior response on this  
3 issue – that the RFP and proposed contract with the consultant (before the Council for approval on  
4 the night of December 5) referenced an EIR so as to establish the maximum scope and charges by  
5 the consultant under any approved contract, which scope might be decreased by the City based on  
6 the results of an Initial Study (also part of the scope of work for the consultant).

7         16. On December 8, 2023, Susan Koleda, the City’s Director of Community  
8 Development, sent a letter to Alexandra Hack, one of the “partners” of 600 Foothill, informing her  
9 that (i) on December 5 the City Council approved the contract for the CEQA consultant, (ii) such  
10 consultant would first prepare an Initial Study pursuant to “CEQA Guidelines Appendix G”, and  
11 (iii) notified that the contract amount for the consultant and the City’s administrative costs  
12 “associated with the CEQA document preparation” were now due and payable from 600 Foothill  
13 (totaling \$242,000 for the Consultant and \$48,000 [as 20% of the contract cost] for City costs) and  
14 that such funds once paid by 600 Foothill would be held in a deposit account and if “a Notice of  
15 Exemption or (Mitigated) Negative Declaration are prepared” any remaining monies would be  
16 returned to 600 Foothill. A true and correct copy of that letter is attached hereto as **Exhibit N**. Also  
17 attached to **Exhibit N** are copies of the invoices issued by the City and the Consultant’s approved  
18 proposal for services. As of the date of this declaration, the City informs me that 600 Foothill has  
19 not paid any of the City required deposits.

20         17. On March 4, 2024, the Court issued its final order (attached to **Exhibit A**), and on  
21 April 5, 2024, the Court signed a Judgment in the form CHDF had submitted, however, that  
22 Judgment was not served by CHDF until April 11, 2024, the same day the City served its notice of  
23 appeal. (Id.; also see **Exhibit B**.)

24         18. On April 9, 2024, the City Attorney sent a letter to new counsel for 600 Foothill, Mr.  
25 DeGood, a true and correct copy of which is attached hereto as **Exhibit O**. In that letter, the City  
26 Attorney set forth the City’s position, once again (see **Exhibit L at p.2**), regarding the claim posited  
27 by 600 Foothill that it was entitled to a Class 32 Categorical Exemption from CEQA. That letter  
28

1 detailed the (at least) four (4) independent reasons why 600 Foothill was not entitled to a Class 32  
 2 Categorical exemption, citing substantial evidence in support of each.

3 19. On April 16, 2024, Mr. DeGood bypassed the City Attorney and acting outside  
 4 counsel and sent a letter directly to each member of the City Council. In it, as 600 Foothill repeats  
 5 in every missive it sends, it threatened fines and penalties, and claimed massive damages, yet had no  
 6 response to the City’s April 9 letter repeating and reiterating its prior conclusion that the project was  
 7 not entitled to a Class 32 Categorical Exemption except in a footnote that characterized four pages  
 8 of City analysis in its April 9 letter as “premature and incorrect....” A true and correct copy of that  
 9 April 16 letter is attached hereto as **Exhibit P**.

10 20. On May 1, 2024, counsel for the City responded to Mr. DeGood’s letter of April 16,  
 11 2024, a true and correct copy of which is attached hereto as **Exhibit Q**. Counsel for the City  
 12 pointed out a few of the more obvious flaws in 600 Foothill’s contentions, and reminded 600  
 13 Foothill that there was no judgment or writ issued in its favor in its action, that the Judgment entered  
 14 and the Writ issued in the CHDF matter was stayed by reason of the City’s appeal, and noted, again  
 15 (since Mr. DeGood was new to the case) that 600 Foothill had failed to make the needed deposit to  
 16 commence the CEQA process, by that date for well over five (5) months.

17 21. On May 7, 2024, the City Council adopted Resolution 24-15, adopting a form  
 18 agreement for reimbursement of the City’s expenses for CEQA and similar issues any project within  
 19 the City might create, and to streamline the process for land use applications. A true and correct  
 20 copy of that Resolution is attached hereto as **Exhibit R**.

21 22. On May 22, 2024, the City Attorney sent to Mr. DeGood a letter attaching the  
 22 Reimbursement Agreement and “requiring” his client sign it and return it. A true and correct copy  
 23 of that letter is attached hereto as **Exhibit S**.

24 23. On July 1, 2024, Mr. DeGood responded to the City Attorney’s May 22 letter. A true  
 25 and correct copy of Mr. DeGood’s July 1, 2024 letter is attached hereto as **Exhibit T**. Mr. DeGood  
 26 in that letter claimed that the City “requiring” 600 Foothill sign the Reimbursement Agreement was  
 27 “yet another” violation of the HAA and 600 Foothill refused to sign the agreement or to advance  
 28 any of the fees the City had been asking for over the previous 7 months. In fact, in this letter 600

1 Foothill informed the City “that 600 Foothill has engaged CAJA Environmental Services...to  
 2 prepare an Initial Study for the Project,...which evaluation will subsequently be shared with  
 3 the City.” (Id. p.4) It is now nine (9) months since 600 Foothill informed the City that its own  
 4 consultant was preparing an Initial Study, and no such document has been sent by 600 Foothill or  
 5 received by the City.

6 24. On July 10, 2024, on behalf of the City I wrote a letter to Mr. DeGood responding to  
 7 his July 1 letter. A true and correct copy of my July 10, 2024 letter is attached hereto as **Exhibit U**.  
 8 In that letter, I pointed out the inaccuracies in Mr. DeGood’s July 1 letter and pointed out, among  
 9 other things, the following:

10 “The form of reimbursement agreement forwarded to your client by the City on  
 11 May 22, and the resolution that adopted that as part of the process for all  
 12 applicants, sets forth in an agreement nothing more than what the City required  
 13 prior to your client’s SB330 application was submitted, including the same  
 14 categories/types of fees with immaterial dollar amount increases. In particular,  
 15 please see City Resolution No. 22-32, adopted August 2, 2022. Let me know if  
 16 you would like me to send it to you so you can review it.”

17 Resolution 22-32, adopted in August 2022 approximately three (3) months before 600 Foothill  
 18 submitted its preliminary application, sets forth (in its 221 pages) all of the fees the City charges for  
 19 project applicants like 600 Foothill, consistent with Government Code section 66014(a), permitting  
 20 cities to charge fees for “use permits;...building permits;.. [and] filing and processing  
 21 applications...[which] may not exceed the estimated reasonable cost of providing the service for  
 22 which the fee is charged.” (A true and correct copy of the text of this Resolution only (its  
 23 attachments total over 200 pages) is attached hereto as **Exhibit V**.) Also in that July 10, 2024 letter,  
 24 the City proposed the following to 600 Foothill:

25 “If your client does not wish to execute the reimbursement agreement, the City  
 26 can proceed as it does normally and as the City has in the past with your client,  
 27 by accepting a deposit, in an amount determined by the Director of Community  
 28 Development, against which the fees and costs will be drawn down. Your client

1 knows this to be the process because, by way of example only, your client set up  
 2 two deposit accounts for such fees and costs with the City to further your client's  
 3 2020-2021 application and process (see, e.g., the City's October 8, 2020 letter to  
 4 your client [with attachment]). Please let us know your preference.”

5 600 Foothill did not timely respond to this July 10, 2024 letter, or in fact respond at all.

6 25. On September 17, 2024, Cal HCD sent a “technical assistance” letter to the City, a  
 7 true and correct copy of which is attached hereto as **Exhibit W**. In that letter, HCD contended that  
 8 the 600 Foothill Project vested to all fees and fee-related regulations adopted by the City as of  
 9 November 2022, and that the subsequent resolution adopting the Reimbursement Agreement (24-  
 10 15) did not therefore apply to 600 Foothill’s application and could not be required by the City.

11 26. On October 24, 2024, this office responded to HCD on behalf of the City in a letter, a  
 12 true and correct copy of which is attached hereto as **Exhibit X**. That October 24 letter noted that  
 13 City Resolution 22-32 and its prior Resolution 21-24 (as attached to **Exhibit X**) set forth the entire  
 14 scope of fees the City did charge all project applicants as of the date of 600 Foothill’s SB330  
 15 preliminary application (in November 2022), and reiterated what the City had informed 600 Foothill  
 16 of in the July 10, 2024 letter – **“If your client does not wish to execute the reimbursement**  
 17 **agreement, the City can proceed as it does normally and as the City has in the past with your**  
 18 **client, by accepting a deposit, in an amount determined by the Director of Community**  
 19 **Development, against which the fees and costs will be drawn down.”** There was no further  
 20 response from HCD on this issue.

21 27. During the briefing on the question before the Court of whether to impose an appeal  
 22 bond on the City and if so in what amount, the City vigorously argued, among other things, that 600  
 23 Foothill had no entitlement to massive forward looking damages because, e.g., (i) it had not moved  
 24 the project forward to CEQA review and in that regard (ii) had not provided the “Initial Study” it  
 25 said in July 2024 that its consultant was preparing and (iii) had not deposited the monies with the  
 26 City necessary for the City to engage its consultant in preparing such documentation, as set forth in  
 27 in Ms. Koleda’ letter to 600 Foothill dated December 8, 2023, a request 600 Foothill could have  
 28 complied with 17 months ago. The transcript of the February 18, 2025, final hearing on this issue is

1 most revealing, and it is attached hereto as **Exhibit Y**. On pages 18-19, Mr. DeGood, answering a  
2 question from the Court:

3 24 · · · · · [THE COURT]: HOW DO YOU RESPOND TO MR.  
4 25 · SHERIDAN'S ARGUMENT THAT THIS CASE IS DISTINCT BECAUSE YOU  
5 26 · DON'T HAVE A CEQA APPROVAL? IF THEY WITHDREW THEIR APPEAL  
6 27 · TODAY, YOU STILL COULD NOT GO FORWARD WITH THIS PROJECT.  
7 28 · · · · · **MR. DEGOOD**: WELL, AS YOUR HONOR IDENTIFIED, WE  
8 ·1· ·HAVE A CASE ON APPEAL THAT PUTS THE PROJECT AT SIGNIFICANT  
9 ·2· ·RISK. BUT LET'S JUST TALK ABOUT THIS CEQA ISSUE BRIEFLY,  
10 ·3· ·SHALL WE.  
11 ·4· · · · · FIRST, IN OTHER CASES -- IN VIRTUALLY NO  
12 ·5· ·CASE OF A SUBSTANTIAL HOUSING PROJECT IN THE STATE IS CEQA  
13 ·6· ·NOT TRIGGERED. THAT'S ONE THING. BUT AS TO THIS SPECIFIC  
14 ·7· ·PROJECT, AS YOUR HONOR NOTED, WE'RE UNDER SIGNIFICANT RISK  
15 ·8· ·OF AN APPEAL.

16 Mr. DeGood continued later in the argument, attempting to excuse his client from moving forward  
17 with CEQA review claiming the need to wait for the outcome of the appeal before moving forward  
18 (on page 24):

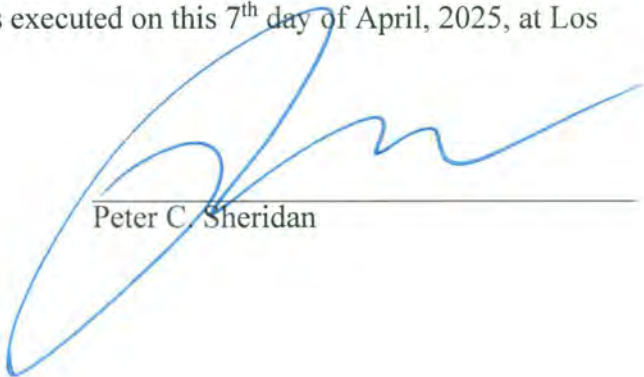
19 6 **THE COURT**: WHAT YOU'RE ARGUING IS IT'S A VERY  
20 7 SLIPPERY SLOPE BECAUSE WITH EVERY PROJECT THERE IS A  
21 8 CONTINGENCY. THERE'S VERY FEW PROJECTS WHERE ONCE THE  
22 9 BUILDER'S REMEDY IS DECIDED, IT JUST GOES FORWARD.  
23 10 THERE'S ALWAYS CEQA ANALYSIS. THERE'S ALWAYS SOMETHING  
24 11 ELSE.  
25 12 SO BASICALLY WHAT YOU'RE ARGUING IS IF I  
26 13 ADOPT MR. SHERIDAN'S INTERPRETATION, I WOULD NEVER BE  
27 14 SETTING AN APPEAL BOND IN ANY AMOUNT OTHER THAN, YOU KNOW,  
28 15 THE INTEREST ON THE LOAN ESSENTIALLY.

1           16   **MR. DEGOOD:** THAT'S CORRECT. AND I WOULD GO  
 2           17 FURTHER AND I WOULD SAY IN SOME RESPECTS IT WOULD BE  
 3           18 ENCOURAGING THE VERY BEHAVIOR THAT THE LEGISLATURE IN THE  
 4           19 STATUTE ARE TRYING TO AFFORD. AND THE CITY WOULD BE  
 5           20 REWARDED FOR ITS ACTIONS, REWARDED FOR ITS DELAYS, AND GET  
 6           21 TO BASICALLY COAST TO AN APPEAL FOR FREE.

7           What 600 Foothill argued at the hearing was that it had not proceeded with CEQA because it  
 8           “remained at risk” on the appeal and it should make no difference to its loss of use claim underlying  
 9           the appeal bond it desired that it had not proceeded with CEQA review. And the Court agreed in its  
 10          February 28, 2025 Order, attached hereto as **Exhibit Z**.

11          28.       On March 4, 2025, following a closed session of the City Council with its City  
 12          Attorney and outside counsel, the City Council reported out its direction to legal counsel to dismiss  
 13          all appeals in the two pending matters and to comply with the Court’s March 4, 2024 Order, the  
 14          Judgment and the Writ that the 600 Foothill project would be considered by the City as a Builder’s  
 15          Remedy project going forward. A true and correct copy of the minutes for that March 4, 2025  
 16          meeting is attached hereto as **Exhibit AA**. Also attached to **Exhibit AA** is a true and correct copy  
 17          of a webpage on the City website announcing the dismissal of the appeals and acknowledging the  
 18          Order of the Court that this Project is a Builder’s Remedy Project. On March 5, both pending  
 19          appeals were dismissed, and remittiturs issued (see **Exhibit C** and paragraph 2, above).

20          I declare under penalty of perjury under the laws of the State of California that the foregoing  
 21          is true and correct and that this Declaration is executed on this 7<sup>th</sup> day of April, 2025, at Los  
 22          Angeles, California.



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 Peter C. Sheridan

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**DECLARATION OF SUSAN KOLEDA**

I, SUSAN KOLEDA, declare and state as follows:

5. I am Director of Community Development for Respondent City of La Cañada Flintridge (“Respondent”). I have personal knowledge of the facts set forth in this Declaration and if called to testify thereto I could and would do so competently. I offer this declaration in support of Respondent’s Statement in Compliance with Judgment Entered April 5, 2024 And Writ Issued April 16, 2024.

6. On December 8, 2022, a meeting was held between and among the following persons -- Emily Stadnicki (City project planner), Elena Gerli (Assistant City Attorney), myself, Kevin Ashe and Ryan Leaderman (Holland & Knight, counsel for 600 Foothill), and Alexandra Hack (principal of 600 Foothill LP).

7. During that meeting, the following subjects were discussed:

- a. 600 Foothill described the details of its submitted Preliminary Application for the Project.
- b. Applications the City required for 600 Foothill to submit as part of its final application. 600 Foothill representatives asked that it be a ministerial approval – on behalf of the City Ms. Stadnicki and I said that was not allowed because, among other things, the hotel portion of the Project required a conditional use permit within the Downtown Village Specific Plan. The Project also needed a tentative tract map if they wanted to build condominium units, and city code mandates the tentative map be approved by the Planning Commission.
- c. As well, the attorneys from Holland & Knight on behalf of 600 Foothill asked that the final application be considered categorically exempt under CEQA. Assistant City Attorney Elena Girl and I stated that such was not appropriate given, among other things, (i) the project description identified within the Preliminary Review, (ii) the

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previous Mitigated Negative Declarations prepared for other projects on the site, including the previous three (3) story mixed use project 600 Foothill had proposed, which included mitigated environmental impacts associated with air quality and noise.

4. 600 Foothill ended the meeting saying that the final application would be submitted in the near future. The meeting lasted approximately one hour or less.

5. During the week of March 31, 2025, the City confirmed with its consultant (Kimley Horn) that they were still able to complete the CEQA work. Attached hereto as **Exhibit BB** is the revised scope and cost dated as of April 3, 2025. In comparison to the original approved scope and work from December 2023 (attached as **Exhibit N** to the accompanying declaration of Peter Sheridan), Consultant costs have increased from \$242,220 to \$280,741. This will also result in an increase in the City's 20% administrative fee from \$48,444 to \$56,148.20. Combined, the cost of CEQA compliance (assuming that the consultant prepares both an initial study and a full EIR) has increased from \$290,444 to \$336,889.20 given that the RFP closed October 23, 2023, 18 months ago, and the contract was awarded December 5, 2023, 15 months ago.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration is executed on this 7th day of April, 2025, at La Cañada Flintridge, California.



Susan Koleda

**DECLARATION OF ANTONIO GARDEA**

I, ANTONIO GARDEA, declare and state as follows:

1. I am the Deputy Director of Community Development for Respondent City of La Cañada Flintridge (“Respondent”). I have personal knowledge of the facts set forth in this Declaration and if called to testify thereto I could and would do so competently. I offer this declaration in support of Respondent’s Statement in Compliance with Judgment Entered April 5, 2024 And Writ Issued April 16, 2024.

2. On Friday, April 4, 2025, I received a voicemail message from Garrett Weyand, who said he was a representative of 600 Foothill. He said he was in need of copies of all the invoices that had been issued by the City to 600 Foothill for the existing and prior project on the site, and for any records of payment of those invoices by 600 Foothill.

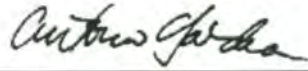
3. On Monday April 7, 2025, I returned his call, reached his voicemail, and left a message that I would need some time to gather them up and email them. Garrett Weyand called me again and asked for the invoices. I promptly emailed them to his email address ([geetw@aol.com](mailto:geetw@aol.com)) after I had sent them a few minutes before to an email address for him the City had on file (but which he corrected when I spoke to him between the two emails).

4. When we spoke on the telephone on April 7, 2025, I told him that the invoices had all been paid but for the invoices issued in December 2023 for payment for the CEQA consultant, but that such contract with the Consultant had expired and the costs would necessarily go up. Mr. Weyand said he understood that, that 600 Foothill had elected not to pay those invoices or proceed to prepare its own Initial Study while an appeal by the City was pending and 600 Foothill did not know the outcome, and that 600 Foothill was having its own consultant, which he identified as “CAJA,” prepare an Initial Study which he said he understood the City would have to Peer Review. Mr. Weyand also mentioned that if Assembly Bill 609 passes, they intend on using this CEQA exemption for the project.

5. At that point, Mr. Weyand and I ended the call and I resent the invoices. The telephone call was short, approximately 5 minutes.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration is executed on this 7th day of April, 2025, at La Canada Flintridge, California.



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Antonio Gardea

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed 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 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067.

On April 7, 2025, I served the foregoing document(s) described as **RESPONDENT’S STATEMENT IN CONFORMANCE WITH JUDGMENT ENTERED APRIL 5, 2024 AND WRIT ENTERED APRIL 25, 2024 AND DECLARATIONS OF PETER C. SHERIDAN, SUSAN KOLEDA, AND ANTONIO GARDEA IN SUPPORT THEREOF** on the interested parties to this action by:

SEE ATTACHED LIST

- (BY E-MAIL SERVICE)** I caused such document to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth in the attached service list.
- (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 7, 2025, at Los Angeles, California.

/s/ Jenna Farruggia  
JENNA FARRUGGIA

SERVICE LIST

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