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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CIVIL COMPLEX LITIGATION CENTER

MAY - 8 2014

ALAN CARLSON, Clerk of the Court
Branich
BY B ZUANICH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MARINA LIMON, *et al.*,

Plaintiffs and Petitioners,
v.
GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT, a municipal
entity, *et al.*,

Defendants and Respondents.

GARDEN GROVE MXD, LLC, and
MCWHINNEY REAL ESTATE SERVICES,
and DOES 21 through 40,

Real Parties in Interest.

) Case No. 30-2009-00291597

) **INTERLOCUTORY JUDGMENT**

) Complaint Filed: August 10, 2009
) Dept.: CX-102
) Judge: Robert J. Moss

Comes now Plaintiffs Marina Limon, Alfredo Cordero, Celia Gonzalez, Jackqulyn Bodenstedt as executor of the Estate of Randolph Maynor, Jose Sanchez, Raymond Kent Creamer, Ana Rosa Olea, Elidia Gonzalez, Ivan Torres, Javier Ibarra ("Individual Plaintiffs"), and the Kennedy Commission (collectively, "Plaintiffs"), along with Defendants, the City of Garden Grove ("City"), the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency"), the Garden Grove Housing Authority as Successor Agency to the Garden Grove Agency for Community Development ("Housing Successor") and the Garden Grove City Council (collectively, "Defendants").

1 Judgment is hereby entered on the following terms:

2 1. As used herein, the term "Low Income Households" shall have the meaning set
3 forth in Health and Safety Code section 50079.5.

4 2. As used herein, the term "Very Low Income Households" shall have the meaning
5 set forth in Health and Safety Code section 50105.

6 3. As used herein, the term "Low Income Rent" shall be rent affordable to lower
7 income households as set forth in Health and Safety Code section 50053(b)(3).

8 4. As used herein, the term "Very Low Income Rent" shall be rent affordable to very
9 low income households as set forth in Health and Safety Code section 50053(b)(2).

10 5. Within the timeframe described in Paragraph 8, below, the Successor Agency or,
11 at its discretion, the Housing Successor (hereinafter "Successors"), shall develop replacement
12 housing. Pursuant to this paragraph funds held in the Low and Moderate Income Housing Asset
13 Fund, as defined in Health and Safety Code section 34176, shall be available for development of
14 the replacement housing pursuant to this Judgment. The Successors shall develop or cause to be
15 developed twenty five (25) additional new construction dwelling units as replacement housing for
16 the Travel Country Recreational Vehicle Park ("Park") to address Plaintiffs' claims for
17 development of replacement housing pursuant to Health and Safety Code section 33413. No less
18 than twelve (12) of the units developed pursuant to this paragraph shall be covenanted to be
19 leased at Very Low Income Rent and restricted to occupancy by Very Low Income Households;
20 the balance of thirteen (13) units shall be covenanted to be leased at Low Income Rent and
21 restricted to occupancy by Low Income Households.

22 6. In addition to the dwelling units described in Paragraph 5, within the timeframe
23 described in Paragraph 8, below Successors shall develop or cause to be developed thirteen (13)
24 additional dwelling units, either as new construction or Substantial Rehabilitation (as defined
25 below), as replacement housing for the Park to address Plaintiffs' claims for development of
26 replacement housing pursuant to Health and Safety Code section 33413. No less than seven (7)
27 of the units developed pursuant to this paragraph shall be covenanted to be leased at Very Low
28 Income Rent and restricted to occupancy by Very Low Income Households; the balance of six (6)

1 units shall be covenanted to be leased at Low Income Rent and restricted to occupancy by Low
2 Income Households.

3 7. The Successors may reduce the number of dwelling units required to be developed
4 pursuant to Paragraph 6 (but not Paragraph 5) by one dwelling unit for each dwelling unit offered
5 to a household listed on Exhibit A or B hereto that is rejected by such household provided that a
6 household's rejection of a unit under this section will not disqualify that household from
7 eligibility under Paragraph 10. In order to reduce the unit count, (1) a displaced household must
8 receive an offer of affordable replacement housing after a determination (provided to the
9 displaced household in writing) by the operator of that housing that the displaced household
10 is eligible for occupancy of the replacement housing with respect to all of its qualifications and
11 restrictions, including but not limited to income, family size, rental history and credit score, (2)
12 the offer of affordable housing must be either hand delivered to the displaced household as
13 evidenced by a proof of personal service, or through regular and certified U.S. mail, and (3) the
14 displaced household must be allowed ten (10) business days after receipt of the offer to accept or
15 reject the offer.

16 8. The Successors shall develop, rehabilitate, construct or cause the development,
17 rehabilitation or construction (as applicable) of the dwelling units described in Paragraphs 5 and
18 6 ("Replacement Units") within four years from entry of this Judgment.

19 9. "Substantial Rehabilitation" shall have the same meaning as contained in Health
20 and Safety Code section 33413.

21 10. In accordance with Health and Safety Code section 33411.3, all residents displaced
22 by the Redevelopment Agency shall have priority in occupancy of the Replacement Units
23 developed pursuant to this Judgment. Successors shall provide for such priority in any agreement
24 for development or administration of the Replacement Units, and shall maintain a list of eligible
25 persons and families displaced by the Redevelopment Agency.

26 11. Defendants shall provide notice to Plaintiffs' counsel upon (1) entry into an
27 agreement for development of Replacement Units, and (2) completion of construction of any
28 replacement dwelling units, no later than ten (10) days after issuance of a certificate of

1 occupancy. The number of required replacement dwelling units shall not be reduced pursuant to
2 Paragraph 7 unless the Successor Agency shall have provided notice (including a copy of the
3 offer) to Plaintiffs' Counsel within five (5) business days of making an offer of affordable
4 housing to a displaced household. Notice to Plaintiffs' counsel pursuant to this paragraph shall be
5 delivered by electronic mail and first class mail to: Public Counsel, Shashi Hanuman, Directing
6 Attorney, Community Development Project, 610 South Ardmore Avenue, Los Angeles,
7 California 90005, shanuman@publiccounsel.org. Plaintiffs and Defendants shall cooperate in the
8 exchange of information relating to any offers.

9 12. Successor Agency shall pay additional relocation amounts to Individual Plaintiffs
10 based on rents paid in 2003 as initiation of negotiation rents, pursuant to the California Relocation
11 Assistance Act, 25 Code of California Regulations, § 6104, as set forth in the "Total Payment"
12 column of Exhibit A hereto.¹ Successor Agency shall pay additional relocation amounts to all
13 other former residents of the Park whom they determined to be eligible for relocation assistance,
14 based on rents paid in 2005 as initiation of negotiation rents, pursuant to the California Relocation
15 Assistance Act, 25 Code of California Regulations, § 6104, as set forth in the "Total Payment"
16 column of Exhibit B hereto.

17 13. Pursuant to action of the California Legislature in Stats. 2012, Ch. 5 (Assembly
18 Bill No. 26, 2011-2012 1st Ex. Sess.) (the "Dissolution Act"), effective June 29, 2011,
19 redevelopment agencies throughout California began a dissolution process. The Dissolution Act
20 provides that the city "that authorized the creation of each redevelopment agency" became the
21 "successor agency" to that redevelopment agency, by operation of law, unless the designated
22 successor entity elected not to serve as the successor agency. California Health and Safety Code
23 sections 34173(a), (d). The Garden Grove City Council adopted resolutions electing to serve as
24 the Successor Agency to the dissolved Redevelopment Agency pursuant to Health and Safety
25 Code section 34173, and designating the Garden Grove Housing Authority as the Housing
26

27 ¹ In order to protect the privacy of the individual plaintiffs and displacees, Exhibits A and B
28 hereto reference each household by space number only. Plaintiffs and Defendants have reviewed
and agree that the relocation amounts, household names, and corresponding space numbers in
Exhibit A, as previously exchanged by their respective counsel of record are correct.

1 Successor pursuant to Health and Safety Code section 34176. City of Garden Grove Resolution
2 Nos. 9072-11 (July 12, 2011) and 9089-12 (Jan 17, 2012). As prescribed by the Dissolution Act,
3 the amounts the Successor Agency is obligated to pay pursuant to the terms of this Judgment shall
4 be included as an enforceable obligation of the Successor Agency on each applicable Recognized
5 Obligation Payment Schedule ("ROPS"), as defined in California Health and Safety Code section
6 34171(h) and in accordance with Health and Safety Code section 34177(l), (m), and as set forth
7 below.

8 14. The Successor Agency shall include in the ROPS due to be completed and
9 approved by the oversight board of the Successor Agency no later than October 3, 2014, the
10 entire amount of relocation assistance due pursuant to Paragraph 12.

11 15. The Successor Agency shall include in the ROPS due to be completed and
12 approved by the oversight board of the Successor Agency no later than October 3, 2015 (ROPS
13 2015-16B), amounts for Replacement Units that will be expended during the January 1, 2016
14 through June 30, 2016 period. The amounts to be expended during this ROPS 2015-16B period
15 shall be appropriate to complete development of the Replacement Units for occupancy within
16 four years from entry of the Judgment.

17 16. The Successor Agency shall pay \$795,000 in attorneys' fees to Public Counsel.
18 This amount shall bear interest at the rate of 7 percent per annum, from the date of entry of this
19 Judgment, pursuant to Article XV, Section 1, of the California Constitution. The entire amount of
20 attorneys' fees shall be placed on the ROPS due to be completed by the oversight board of the
21 Successor Agency no later than October 3, 2014 (ROPS 2014-15B).

22 17. The obligations contained herein are obligations of the Garden Grove Agency for
23 Community Development ("Redevelopment Agency"), now dissolved, prior to enactment of the
24 Dissolution Act. The obligations set forth herein are not and under no circumstances shall they be
25 construed as obligations of the City or Garden Grove Housing Authority other than in their roles
26 as Successor Agency and Housing Successor, respectively. Consistent with Health and Safety
27 Code § 34173(e), Successor Agency's liability for amounts owing pursuant to this Judgment shall
28 be limited to the extent of the total sum of property tax revenues the Successor Agency and the

1 Housing Successor receive pursuant to the ROPS process and the value of the assets received by
2 the Successor Agency and the Housing Successor. The Successor Agency shall continue to list
3 the obligations of this Judgment on each ROPS until all obligations required by the Judgment are
4 satisfied.

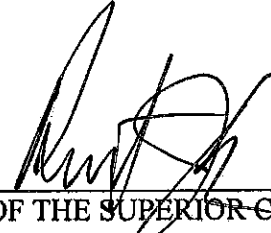
5 18. Jackqulyn Bodenstedt as executor of the Estate of Randolph Maynor is substituted
6 as a plaintiff in this action in place of plaintiff Randolph Maynor, by reason of his death.

7 19. The Court shall have continuing jurisdiction to enforce the terms of this settlement
8 and Judgment pursuant to California Code of Civil Procedure section 664.6.

9 20. This Judgment represents the sole obligation among the parties hereto and all other
10 causes of action and/or claims arising out of this action are dismissed with prejudice and forever
11 waived.

12 IT IS SO ORDERED

13 DATED: 5/8/14



JUDGE OF THE SUPERIOR COURT
ROBERT J. MOSS

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Exhibit A
Additional Relocation Payments to Plaintiffs

<u>SPACE</u>	<u>Relocation Base Rent</u>	<u>2003 Rent</u>	<u>Differential</u>	<u>Total Payment</u>
1	955	800	155	\$6,510.00
35	416	410	6	\$252.00
38	665	410	255	\$10,710.00
45	418.5	400	18.5	\$777.00
60	630	420	210	\$8,820.00
82	655	400	255	\$10,710.00
93	695	490	205	\$8,610.00
94a	392.4	470	-77.6	0
114	423.73	540	-116.27	0
118a	523.31	450	73.31	\$3,079.02

Exhibit B
Additional Relocation Payments to Non-Plaintiff Displacees

SPACE	Relocation Base Rent	2005 Rent	Differential	Total Payment
2	587.95	575	12.95	\$543.90
14	331.19	565	-233.81	0
22	705	575	130	\$5,460.00
23	720	590	130	\$5,460.00
41	670	540	130	\$5,460.00
53	394.3	625	-230.7	0
57	695	565	130	\$5,460.00
74	695	565	130	\$5,460.00
75	344.1	555	-210.9	0
80a	715	585	130	\$5,460.00
85a	680	550	130	\$5,460.00
88a	402.97	590	-187.03	0
92a	698	615	83	\$3,486.00
98	650	520	130	\$5,460.00
100a	685	555	130	\$5,460.00
104	339	515	-176	0
105	695	565	130	\$5,460.00
107	675	545	130	\$5,460.00
109	336.3	550	-213.7	0
111a	675	545	130	\$5,460.00
115	670	540	130	\$5,460.00
116	690	560	130	\$5,460.00
119a	385.37	545	-159.63	0
120	705	575	130	\$5,460.00
122	669.29 (Section 8)	575	0	\$0.00
126	541.23	525	16.23	\$681.66
129	356.3	565	-208.7	0
130	695	565	130	\$5,460.00