



April 5, 2019

VIA EMAIL AND FEDERAL EXPRESS

Thomas W. Casparian, Esq.

Direct Phone 310-460-4471

Direct Fax 310-594-3082

tcasparian@cozen.com

McKina Alexander
Associate Planner
City of Carson – City Hall
701 E. Carson Street
P.O. Box 6234
Carson, CA 90749
E-Mail: malexand@carson.ca.us

**Re: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard**

Dear Ms. Alexander:

We have received your letter to Richard H. Close, Esq. dated March 26, 2019 (your "Letter"), which responds to the Development Application form submitted by this firm on behalf of the owner of Rancho Dominguez Mobile Estates (the "Park") for the park's closure/change of use/conversion. In short, your Letter purports to require the Park owner to submit items, including a filing fee and a Relocation Impact Report, that are required under Carson's Municipal Code of an applicant proposing such a closure. However, as was clearly set forth by the Park owner in its submission of the City's Development Application form, the City, not the Park owner, is the applicant proposing the closure under state and local law.

The Development Application form stated, "Pursuant to Government Code section 65863.7, the City of Carson is the entity proposing the change in use for the purpose of preparing the required impact report and is required to take steps to mitigate the adverse impact of the change on the ability of displaced mobilehome park residents to find adequate housing in a mobilehome park, if any are required." Your Letter did not respond to or otherwise address this fact and the underlying legal authority.

As you are likely aware, prior to the City of Carson's incorporation, mobilehome parks in what is now the City of Carson could be located in light manufacturing zones (formerly known as M-1 zones, now re-designated as ML zones) so long as they were issued a "use variance." These use variances did not have an expiration date. The Park has such a use variance.

However, after the City was incorporated, the City adopted Ordinance No. 77-413 (the "Ordinance") in 1977. The Ordinance held that mobilehome parks were no longer permitted in manufacturing-zoned districts. (Carson Municipal Code § 9141.1) Mobilehome park usage in

LEGAL\40626209\1

these zones therefore became “legal, nonconforming.”¹ The Ordinance granted a period of thirty-five (35) years, from October 1977, for the amortization of the legal, nonconforming use, after which time the nonconforming use would be terminated or made conforming. The thirty-five (35) year period for the Park expired in November 2012. Prior to that date of expiration, the owners of Rancho Dominguez requested that the City extend the Park’s legal, non-conforming use for a period not to exceed twenty (20) additional years. However, the City failed to grant any extension or to otherwise make the use conforming. Accordingly, the Park’s closure is the result of the City’s zoning or planning decision, action and/or inaction.

The City’s relevant Municipal Code provision states, “Prior to the conversion of a mobile home park [including the closure thereof]... **the person or entity (hereinafter “the applicant”) proposing such conversion** shall file an application with the City and obtain approval from the City of a relocation impact report (RIR) in accordance with the provisions contained in this Section.” (Carson Municipal Code § 9128.21 [emphasis added]).

The Municipal Code further states that, “In approving an RIR, the Commission may impose reasonable measures not exceeding the reasonable costs of relocation to mitigate adverse impacts created by the conversion...” (Carson Municipal Code § 9128.21(E).) The Municipal Code concludes that “[t]he total of the mitigation measures required shall be subject to and shall not exceed the limitation in Government Code Section 65863.7 which provides: the steps required to be taken to mitigate shall not exceed the reasonable costs of relocation.” (*Id.*)

Notably, the statutory provision cited in the City’s Municipal Code, Government Code section 65863.7, subd. (i), provides as follows:

This section is applicable when the closure, cessation, or change of use is the result of a decision by a local governmental entity or planning agency not to renew a conditional use permit or zoning variance under which the mobilehome park has operated, or as a result of any other zoning or planning decision, action, or inaction. **In this case, the local governmental agency is the person proposing the change in use for the purposes of preparing the impact report required by this section and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e).** (Emphasis added.)

Pursuant to Section 65863.7(i) of the Government Code, the City – not the Park owner – is the “person proposing the change in use” and is therefore responsible for preparing the impact report and taking the steps necessary to mitigate the adverse impact of the change. Indeed, the City’s own Municipal Code provides that “the person or entity (hereinafter “the applicant”) proposing such conversion” is responsible for preparing the RIR and taking mitigation measures. Accordingly, under both state law and the City’s own Municipal Code, the City, and not the Park owner, is required to prepare any necessary impact reports and to mitigate any adverse impact of the Park’s closure. Items 1-6 in your Letter, therefore, are the responsibility of the City. Please note, however, that the Park’s owner has offered to cooperate fully and lend assistance to the City where appropriate.

¹ A legal, nonconforming use is “one that existed lawfully before a zoning restriction became effective and that is not in conformity with the ordinance when it continues thereafter.” (*Bauer v. City of San Diego*, 75 Cal. App. 4th 1281, 1285 fn. 1 (1999).)

McKina Alexander

April 5, 2019

Page 3

Finally, in response to Item 7, at this time the Park owner seeks only to have the park closed so that it is no longer operating out of compliance with CMC § 9141.1. We would welcome discussions with the City regarding other uses the Property may be put to.

Accordingly, please fulfill the requirements of CMC § 9128.21 without further delay. All rights of the Park owners are expressly reserved.

Sincerely,

COZEN O'CONNOR

A handwritten signature in cursive script, appearing to read "Thomas W. Casparian".

Thomas W. Casparian, Esq.

cc: Richard H. Close, Esq.
Jeff Malawy, Esq., Ass't City Attorney



**ALESHIRE &
WYNDER LLP**
ATTORNEYS AT LAW

ORANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

bjones@awattorneys.com

18881 Von Karman Avenue,
Suite 1700
Irvine, CA 92612
P (949) 223-1170
F (949) 223-1180
AWATTORNEYS.COM

April 30, 2019

VIA E-MAIL AND U.S. MAIL

Richard H. Close
Thomas W. Casparian
Cozen O'Connor
1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401
E-Mail: rclose@cozen.com;
tcasparian@cozen.com

Re: **Relocation Impact Report No. 4-19**
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard

Dear Messrs. Close & Casparian:

The City of Carson ("City") is in receipt of your letter dated April 5, 2019 ("Letter") regarding the above-referenced closure application for Rancho Dominguez Mobile Estates ("Rancho Dominguez" or the "Park"). The purpose of this letter is to: (1) respond to your Letter, specifically in regards to your contention that the City is the "person proposing the change in use" for purposes of Government Code Section 65863.7(i), and is therefore responsible for preparing the required relocation impact report ("RIR") and taking the steps necessary to mitigate the relocation impacts of the closure (collectively sometimes referred to as the "relocation obligations"); and (2) notify your client, the owner of Rancho Dominguez ("Owner"), that its closure application remains incomplete.

The Letter states that City Ordinance No. 77-413 granted a period of thirty-five (35) years, from October 1977, for the amortization of Rancho Dominguez as a legal nonconforming use, that the 35-year period expired in November 2012, and that despite the Owner's requests, the City failed to grant any extension or to otherwise make the Park's use conforming. The Letter further states that accordingly, Rancho Dominguez' closure is the result of the City's zoning or planning decision, action or inaction, meaning the City is the "person proposing the change in use" responsible for the relocation obligations in connection with the proposed closure pursuant to Government Code Section 65863.7(i).

Taking the factual assertions in the Letter as true, the Letter fails to address the missing link in the causal chain that is necessary to support your client's position that the closure is the "result" of the City's planning or zoning actions or decisions: *enforcement action*. That is, the City has

Richard H. Close
Thomas W. Casparian
April 30, 2019
Page 2

not ordered, requested, or pressured the Owner to close the Park in any way or at any time since expiration of the 35-year period specified in the City's zoning ordinance.¹ Indeed, the application comes as a surprise to the City, as it was not preceded by any communications on the issue between the City and the Owner.

To be clear, the City is not ordering or requesting the Owner to close the Park at this time. Accordingly, the Owner is free to withdraw its application and abandon the proposed closure if it wishes to do so.

Because the Owner is not being compelled to close the Park, the proposed closure is the result of the Owner's own choice, not any decision, action or inaction of the City. The voluntary nature of the Owner's decision is highlighted by the fact that the Park became an illegal land use in 2012, and yet the Owner did not propose closure until February 2019, over six years later. If the Park's closure were a necessary "result" of illegal land use status unaccompanied by any enforcement action, the Owner would have been obligated to submit its closure application when that illegal status attached, not 6+ years later. Therefore, the Owner's decision to do so now is clearly the result of its own free will, likely based on a desire to convert the land use to one that is more profitable for the Owner without having to bear responsibility for the consequences. Accordingly, the Owner, not the City, is the "person proposing the change in use" responsible for all relocation obligations in connection with the proposed closure under Government Code Section 65863.7(i).

If and only if the City ever commences formal proceedings to enforce its zoning ordinance to terminate the Park's illegal land use, the City will then be amenable to engaging the Owner in further discussions on the topic of responsibility for relocation obligations in connection with closure of the Park.

Based on the foregoing, the Owner must submit an RIR pursuant to Government Code Section 65863.7(a) and containing all required information and materials set forth in Carson Municipal Code Section 9128.21. The Owner has yet to submit any RIR, and therefore the application remains incomplete. In order to complete the application, the Owner must submit the information/documentation specified in the City's letter to you dated March 26, 2019, as follows:

- RIR

¹ The amortization period, as applied to the Park, remains ongoing, and will remain ongoing until the City compels the Owner to close the Park. *People v. Tolman*, 110 Cal.App.3d Supp. 6, 11 (1980). The 35-year period specified in the City's ordinance (Carson Municipal Code §9182.22(A)) is merely a minimum safe harbor period during which the City Council has formally indicated it will not pursue action to eliminate a nonconforming mobilehome park use.

- Submit a Relocation Impact Report consisting of all required information and materials (CMC Section 9128.21(C)).
- RIR Application Fee
- Questionnaire
 - Completed mobile home owner questionnaires using a questionnaire form approved by the City (CMC 9128.21(B));
 - Submit a proposed questionnaire form.
- Relocation Specialist
 - Indicate a relocation specialist for consideration;
 - The City is requiring the use of a relocation specialist, per CMC 9128.21(C)(12).
- Appraiser
 - Indicate two appraisers for consideration;
 - Note that the City may choose the appraiser and contract appraisal services, with payment made from the applicant's application deposit.
- Moving companies
 - Indicate two moving companies for consideration.
- CEQA Information
 - The project description in the application states "mobilehome park closure for potential redevelopment of site." What type of potential redevelopment does the applicant propose for the site? Please be as specific as possible, but we understand details may not be known at this time. It may be that only "commercial" or "residential" or "mixed use" development is known or contemplated at this early stage.

However, as noted above, the Owner need not proceed with Park closure at this time. As such, it may withdraw its application if it does not wish to take the steps necessary to complete it.

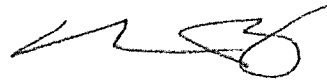
Lastly, the City is currently in the process of updating its General Plan. The General Plan update and related processes may or may not result in modifications to the City's current zoning standards regarding mobilehome park uses. The City has not yet determined what, if any, action it will take in regards to mobilehome park land use and zoning in connection with or related to the General Plan update, but the Owner is always welcome to participate in the City's public processes as it considers these issues moving forward.

Richard H. Close
Thomas W. Casparian
April 30, 2019
Page 4

Thank you for your attention to this important matter. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

ALESHIRE & WYNDER, LLP

A handwritten signature in black ink, appearing to read 'B. Jones', with a stylized flourish at the end.

Benjamin R. Jones, Esq.
Assistant City Attorney

JMM:BRJ

CC: Sunny Soltani, City Attorney
Jeff Malawy, Deputy City Attorney
McKina Alexander, Senior Planner



June 3, 2019

VIA EMAIL AND U.S. MAIL

Thomas W. Casparian, Esq.

Direct Phone 310-393-4000

Direct Fax 310-594-3082

tcasparian@cozen.com

Benjamin R. Jones, Esq.
Assistant City Attorney
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
E-Mail: bjones@awattorneys.com

**Re: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard**

Dear Mr. Jones:

We are in receipt of your April 20, 2019 letter regarding the above-referenced matter, which itself responded to our letter dated April 5, 2019.

We first note that your letter avoids confirming or denying the truth of the factual statements made in our letter regarding the City's historical actions in this matter. The history of the City's zoning and other decisions related to this matter are matters of public record, contained in the City's own files. Your letter's refusal to confirm the truth of the factual statements is a troubling indication of the City's good faith approach to this matter.

More importantly, your contention that the City must order or "request" the Owner to close the Park, or take some other "enforcement action" which you do not define, in order for the City to be the responsible party under Government Code section 65863.7 is clearly wrong under the plain language of the statute.

We note that you provide no legal authority whatsoever for your contention, only argument. Yet, your argument is directly refuted by the plain language of the statute. No action by the City is necessary for the City to be an agency proposing a change in use pursuant to Section 65863.7. To the contrary, the statute explicitly states that if the closure is the result of a decision, action, or *inaction* by the City, the City is responsible for mitigation. Your argument cannot be reconciled with this language.

Furthermore, your argument also improperly reads the statute as stating that it is applicable only when the "closure ... is the *necessary* result of" agency action. Yet, the statute does not indicate the closure must be the necessary result of the agency's action, but only that it is "a result" of any zoning or planning decision, action or inaction. Your argument, unsupported by any legal authority, is directly contradicted by the plain language of the state statute.

LEGAL\41296183\1

The current situation, caused entirely by the City's own actions and inaction, is untenable for the Park Owner and for the Park's residents. The City's neglect to enforce its own laws does not shield it from responsibility under the statute. The Owner is not required to wait until it has been subjected to fines or other penalties before the City is obligated to perform its duty under the law. Your letter's reference to the fact that the City is not ordering or requesting the Owner to close the park "at this time" is not a shield to the Owner's potential liability, and the Owner cannot be expected to bear the risk.

Furthermore, the City's decision to terminate the prior legal non-conforming use and its refusal to grant an extension of the temporary exemption has substantially damaged the property's value and the Owner's ability to sell it. It further prevents the Owner from being able to obtain financing for the Park necessary for infrastructure improvement and repairs. Without resolution, the Owner continues to suffer damages. In addition, the Park's residents cannot obtain financing for their homes, and the non-conforming use makes it impossible or extremely difficult for them to sell their homes or for potential new residents to finance a purchase.

Finally, your letter makes material mis-statements of fact, which appear to be the result of the City's failure to make even a good-faith analysis of its own file in this matter. Your letter states that "the City has not ordered, requested, or pressured the Owner to close the park in any way or at any time since the expiration of the 35-year period specified in the City's zoning ordinance." This is also plainly untrue. Then-City Attorney William Wynder and then-Director of Planning Sherri Repp-Loadsmen met with the Owner upon expiration of the legal, non-conforming use, indicated to the Owner that a zoning exemption extension would not be approved and the park would need to close, and alleged, among other things, that the Park's no-longer legal use constituted a "public nuisance" in addition to violating zoning law.¹ Again, just because the City has not yet taken official enforcement action, the Owner's decision to comply with the law and not to subject itself to the risk of liability, especially after the direct threats made by City officials, is certainly not "clearly the result of its own free will," as your letter unreasonably avers.

Accordingly, as stated earlier, pursuant to Section 65863.7(i) of the Government Code, the City – not the Park owner – is the "person proposing the change in use" and is therefore responsible for preparing the impact report and paying any required amounts to the tenants pursuant to the City's Ordinance. Please inform us immediately that the City will perform its legal duty pursuant to state law, as the Park's Owner has offered to cooperate fully and lend assistance to the City where appropriate.

¹ We also note that the City sent the Owner a letter in April 2000 that stated, "[U]nless a time extension is requested by the park owner(s) and granted by the City, the park must cease existence by November, 2012." (Emphasis added.) Furthermore, there is no legal support for your letter's assertion that the 35-year expiration period for the legal, non-conforming use "is merely a minimum safe harbor period during which the City Council has formally indicated it will not pursue action to eliminate a nonconforming mobilehome park use." To the contrary, that contention is plainly wrong and is directly refuted by the ordinance, which states that such use was legal for the 35-year period, not that the City would not take action (no action could be taken to eliminate a legal use), and explicitly contains an expiration of that legal use, not a "minimum" period. The City's subsequent statements regarding Rancho Dominguez have also made clear the City does not recognize any current "safe harbor."

Benjamin R. Jones, Esq.
June 3, 2019
Page 3

Sincerely,

COZEN O'CONNOR

A handwritten signature in cursive script, appearing to read "Thomas W. Casparian", written in dark ink.

Thomas W. Casparian, Esq.

cc: Richard H. Close, Esq.
Jeff Malawy, Esq., Ass't City Attorney
McKina Alexander, Senior Planner

McKina Alexander

From: Benjamin R. Jones
Sent: Friday, October 09, 2020 2:47 PM
To: tCasparian@cozen.com
Cc: Sunny Soltani; MAlexander@carson.ca.us; SForbath@cozen.com; rclose@cozen.com
Subject: RE: Rancho Dominguez Home Appraisals

Large File Send Sent Files



You shared files with tCasparian@cozen.com ssoltani@awattorneys.com MAlexander@carson.ca.us SForbath@cozen.com rclose@cozen.com.

File(s):

20-057 Rancho Dominguez Report Introduction.pdf
20-057 Rancho Dominguez - Individual Home Appraisal Summaries.pdf
20-057 Invoice #9975 + Stmt.pdf

Hi Tom,

Thank you for providing this additional information and documentation. At least now we know that the residents were informed, both in English and Spanish, that Brabant is the City's appraiser, and were given a meaningful opportunity to provide relevant information regarding their homes' interiors to Brabant to be included in the appraisal while knowing the purpose for which the information would be used.

Brabant confirmed he can complete his appraisal in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), as well as the Code of Ethics and Standards of Professional Practice of the Appraisal Institute, provided certain disclosures are made in the report. Attached is the completed report.

Your email below purports to characterize the City's efforts to ensure its residents were properly notified of the appraisal process and given a meaningful opportunity to have relevant information regarding their homes' interiors included in the appraisal as "bad faith tactics to delay and undermine the process" and a "scheme to delay [your] application until AB 2782 was enacted." It should go without saying that these claims are completely false and are unequivocally denied by the City.

It is disappointing that you could level such accusations against the City, Brabant and our office for merely attempting to ensure that the appraisal process was completed properly and fairly. My hope is that in the future, you will bestow more trust in us and ensure that you fully understand all relevant considerations before resorting to such measures. This will help ensure that the Park Owner and the City are able to maintain an open, trusting and positive working relationship moving forward throughout what will inevitably be a very difficult park closure process for all involved.

Also attached is Brabant's invoice. The Park Owner will need to pay Brabant the remaining \$30K for the appraisal; as specified in Section 3 of the parties' reimbursement agreement, the payment can be made directly to Brabant, provided City is immediately notified for purposes of ensuring proper accounting and compliance under the reimbursement agreement.

Thanks and please do not hesitate to contact me if you have any questions.

Benjamin R. Jones | Associate, Assistant City Attorney of Carson
Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612
Tel: (949) 223-1170 | Dir: (949) 250-5430 | Fax: (949) 223-1180 | bjones@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

From: Casparian, Thomas <[tCasparian@cozen.com](mailto:TCasparian@cozen.com)>
Sent: Monday, October 5, 2020 12:53 PM
To: Benjamin R. Jones <bjones@awattorneys.com>
Cc: Sunny Soltani <ssoltani@awattorneys.com>; McKina Alexander <MAlexander@carson.ca.us>; Close, Richard <Rclose@cozen.com>; Forbath, Susy <SForbath@cozen.com>
Subject: RE: Rancho Dominguez Home Appraisals

EXTERNAL SENDER

Ben,

After being led to believe by you and Sunny that the City and we were working together cooperatively to close and redevelop Rancho Dominguez, it is with great disappointment that we are forced to call out City's bad faith tactics to delay and undermine the process.

Your denial that Brabant's report was due by September 14 is false. Brabant's agreement stated without reservation, "Our fee for the appraisal will be \$40,000 and it can be completed within about 60 days." Brabant's agreement did not ever state that was an "estimate," and his contract certainly was a "binding promise." But moreover, your response below avoids addressing the fact that you waited until we inquired about the already late report, more than a week after it was due, to even alert us to any issue.

In fact, you waited over two weeks before you would even authorize Brabant to proceed, despite our having paid \$40,000 (an extortionate amount, as any other appraiser will attest to) and executed the City's Reimbursement Agreement on July 1. At this point it now appears that you and Sunny advised us to delay our client's application until after Imperial Avalon's was approved, even though Rancho Dominguez's application was submitted much earlier, as part of a scheme to delay our application until AB 2782 was enacted, and to favor Imperial Avalon's application over Rancho Dominguez's.

Brabant did not condition timely completion of his appraisal report upon receiving responses to his form. Furthermore, any appraiser will attest that Brabant can complete his appraisals without more detailed information on the interiors of the homes, and he should make reasonable assumptions based upon the exterior of the home, and other known and observable conditions. Any MAI appraiser will attest that Brabant does not need to inspect the interior of each home or interview the homeowner to appraise it.

The cover letter to Brabant's form explained to residents that they should provide the information to Brabant if they wanted it considered in their appraisal. Brabant's form also requested that residents provide their phone numbers *if* they wanted to be contacted. The residents who chose not to have every right to retain their privacy, and many of them did provide detailed information.

The Park Owner applicant is not responsible for Brabant receiving responses to his form, nor can it force its residents to provide them or their phone numbers to him. And, to the extent residents may be withholding information from Brabant or otherwise refusing to cooperate in an effort to sabotage the park's closure (if they are "confused, angry, frustrated" and scared about how much longer they will be able to remain in their homes, as you state), that must be to their own detriment and not to Applicant's. Applicant has cooperated, and assisted, throughout the process, and has no reason to obstruct it.

In answer to your inquiry below, yes, the cover letter was also provided in Spanish. Enclosed is the cover letter from the city-approved relocation specialist OPC in Spanish that was sent when it distributed Brabant's form, and translated his form into Spanish for him, and informed residents of the dates of Brabant's visits, all of which were done in order to assist, not block, his efforts. It was Brabant's responsibility to obtain any information regarding the homes he wanted, not Park Owner's or OPC's. As stated earlier, the Spanish translation was performed by a certified Legal Translation Service.

We would be more than happy to work together with the City to host further meetings with the park's residents to explain the status of the closure and to again to explain the process once the application is deemed complete and set for hearing. There is not much purpose to such a meeting until the City allows, as it must, the application to be heard by the Planning Commission.

Your email ignores the fact that the Park Owner held three (3) meetings (two for home owners, one for tenants) with the residents when the application was first submitted to inform residents about the closure process and to urge them to return the City Questionnaire. A total of 52 homeowner households (out of 57) attended the homeowners meetings. All three meetings were conducted in English and Spanish (as were the meeting notices) at the City Community Center. At both homeowner meetings, the importance of completing the questionnaires was emphasized. Additionally, the cover letter to the City Questionnaire informed homeowners that that it is in their best interest to provide requested information. We note that City held its own resident meeting for Park Avalon to discuss that Park's closure, but City never did so for Rancho Dominguez.

Your statement that that Park Owner's efforts to promote completion of Brabant's form "clearly was not enough" misconstrues who is in charge of the appraisal. The appraisal is being performed by an appraiser, Brabant, who was imposed on Park Owner. The appraiser was engaged by and is under the control of the City. Your attempts to impose on Park Owner responsibility for the appraiser's conduct of his appraisal is intentionally misdirected. Additionally, you and Sunny were cc'd on the emails with Brabant regarding his conduct of his appraisals and inspection process, and you never provided further instructions or guidance to the parties. You further ignore the residents' own likely reasons for refusing to do cooperate and/or retain their privacy.

Again, Brabant's contract gave no indication of any intent to knock on residents' doors (let alone during a pandemic). As you note, it said, "Details about the interior of the homes and their overall condition will be based on the combination of our exterior inspections, information provided by representatives of the park owner, and interviews with homeowners." As one of three sources of information on the interior of the homes, even Brabant made clear that that interviews were unnecessary. The contract gave no indication that speaking to the residents was "very important," as only you now claim.

Your claim the Park Owner "put up numerous roadblocks in connection with the inspection process" is false. You fail to identify a single "roadblock", and ignore the assistance, cooperation and offers that Park Owner gave. The Park Owner's and Park residents' objection to Brabant knocking on doors is not a "roadblock" but an obviously and eminently understandable concern during the pandemic. Brabant's request to do so was irresponsible and dangerous, and your deeming that a "roadblock" put up by the Park owner, indeed the only one you have identified, demonstrates City's bad faith intent to use Brabant to block the applicant's ability to complete its application.

As you note, Susy even clarified to Brabant that we were not prohibiting him from knocking on doors, but asked that if he insisted on doing so to please have residents sign a waiver. Exactly such a C.A.R. form is provided on the M.L.S. and the C.A.R. websites, so your claim that Brabant did not have such a form readily available to him is false. More to the point, Brabant responded to Susy that he did not require conducting in-person interviews and, "We can do the appraisal without conducting in-person interviews." We never heard anything further on the issue until we wrote to you six weeks later to inquire about the late appraisal. Ben, you and Sunny were both cc'd on these emails with Brabant, and at no point did you provide direction to Park

Owner or offer assistance. Why on earth would park owner want to put up “roadblocks” to Brabant completing his appraisal? It is obviously City that intends to place roadblocks in Park Owner’s way of completing its application because the park closure is politically unpopular, and because City is hoping to delay application completeness until the new law allowing City greater freedom to place *more* roadblocks comes into effect on January 1. City’s intent will be transparent to any court upon its review of City’s conduct.

Furthermore, Brabant has phone numbers for more than half of the homes to be appraised. By his own count, 19 of Brabant’s forms were returned to him. You state that he contacted an additional 4 homes by phone. In addition to those 23 homes, we have supplied Brabant with the phone numbers for 12 more residents who agreed to give their numbers. Out of 57 homes to be appraised, Brabant has been able to interview the owners of 35. As for the remaining homeowners, they have been asked, in writing, twice, to provide their phone numbers to the City and the appraiser, once on the City Questionnaire and once on Brabant’s form. If the City has the authority to require the residents to divulge their phone numbers, (or information about the interior of their homes) to it, then City may do so, but it was wrong for Brabant to ask Park Owner to violate the residents’ privacy after they had twice refused.

Park Owner also provided Brabant with information on every home for appraisal that included: (1) the dimensions and square footage of the home, (2) the number of bedrooms and bathrooms, (3) the year the home was built, (4) the manufacturer, and (5) the home’s decal number for Brabant’s use in obtaining title and transfer information from HCD (see attached).

The idea that Brabant cannot complete his appraisal because mobilehomes might contain unknown wet bars, fireplaces or vaulted ceilings is preposterous for so many reasons. If residents did not understand everything on Brabant’s form, and there is no indication they did not despite your speculation, it is Brabant’s form, not Park Owners’. Again, the Spanish translation was performed by a certified Legal Translation Service, and your email fails to demonstrate anything incorrect. Besides, Brabant can see from an exterior inspection that there is no chimney for a fireplace, and that the mobilehomes’ flat roofs makes vaulted ceilings impossible. It is plain City is inventing a pretext to delay completion of the application.

There is apparently no issue regarding Brabant’s completion of 35 of the appraisals. As to the remaining 22 homes, any appraiser will attest that Brabant is able to complete their appraisals without interviewing the owners. Appraisers use their experience and judgment to make reasonable assumptions based on the information they have, and Brabant has been able to inspect the exterior of the homes, knows their square footage, bed and bath counts, age, and manufacturer. He also knows the details of the interiors of the other 35 extremely similar homes.

The fact that these 23 homeowners did not choose to provide further details about their homes’ interior, despite being informed, in writing, twice, that it was in their interest to do so (in addition to orally at the well-attended homeowner meetings) is also strong evidence that these homes do not contain significant upgrades or other details that would increase their otherwise-observable value. In addition, the fact that the residents were informed over ten years ago that the Park would be closing makes it further unlikely these residents performed expensive upgrades inside their mobilehomes, especially if there is no indication that the exterior of the home has been improved.

It is impossible not to conclude that City is attempting to delay completion of the closure application, for which the City requires the appraisals, for which City imposed Brabant as the appraiser, and Brabant is under City’s control and direction. Your email’s reliance on plainly false statements, preposterous scenarios of undisclosed fireplaces and wetbars, and unjust attempts to blame park owner for residents’ refusal to provide information, whether in their attempt to block the closure or for personal reasons, makes City’s bad faith and bad intent here inescapable. City is clearly attempting to delay completion of the closure application until it can impose new, very different substantive requirements under recently-passed AB 2782.

Rancho Dominguez demands that City instruct Brabant to complete his appraisals immediately. Any additional costs or losses to the park owner as a result of application of AB 2782 to this closure will constitute damages against the City for its bad faith obstruction, as well as damages against Brabant for failing to timely and competently fulfill the terms of his agreement, under which Park Owner is clearly the intended beneficiary and for which it already paid \$40,000.



Thomas W. Casparian
Member | Cozen O'Connor
1299 Ocean Ave, #900 | Santa Monica, CA 90401
P: 310-460-4471 F: 310-594-3082
Email | Map | cozen.com

From: Benjamin R. Jones <bjones@awattorneys.com>
Sent: Monday, September 28, 2020 11:06 AM
To: Casparian, Thomas <tcasparian@cozen.com>
Cc: Sunny Soltani <ssoltani@awattorneys.com>; McKina Alexander <MAlexander@carson.ca.us>; Close, Richard <Rclose@cozen.com>; Forbath, Susy <SForbath@cozen.com>
Subject: RE: Rancho Dominguez Home Appraisals

****EXTERNAL SENDER****

Hi Tom,

Thank you for your email and for the documentation you provided.

Firstly, I don't agree with your assertion that the appraisal report was "due at latest by September 14." Brabant estimated it would take him 60 days to complete the report from the date of our notice to proceed, but that 60-day estimate was just that – an estimate. It was not a binding promise or agreement to have the report completed by a date certain irrespective of any and all other relevant considerations or circumstances.

You are correct that Brabant never proposed or attempted to conduct interior inspections of the homes, due to COVID concerns. However, that makes it all the more important that he be able to obtain relevant information on the interiors of the homes by other means, including by obtaining completed questionnaires from each of the homeowners and conducting interviews with residents (either in person or over the phone). It recently became clear to us that despite Brabant's best efforts, he has been unable to gather any information regarding the interiors of most of the homes that are the subject of the appraisal. Also, please note that the completed questionnaires and the information gathered therefrom may well be necessary for the Park Owner to be able to submit a complete RIR, so obtaining the completed questionnaires is in the Park Owner's interest as well.

I mentioned in my last email that Brabant has only received completed questionnaires from about 20 residents. The specifics on that are that he has obtained 19 questionnaire forms returned by residents, and in four other cases, his firm was able to speak with a resident on the phone and fill out a questionnaire during the conversation.

Thank you for providing the cover letter that was sent to the residents, and I note that it states Anderson & Brabant is the appraiser selected by the City. However, the letter is in English, and you did not provide me with a Spanish version. As you know, the park is predominately Spanish speaking. Was the cover letter provided to the residents in Spanish? If so, please send me a copy.

As far as ways to promote completion of the questionnaires, certainly an updated Spanish version of the cover letter from the Park Owner would be in order, but if it was sent in Spanish originally, that clearly was not enough. The City may

need to send out a notice to the residents (and possibly host a meeting with the residents) to explain what is going on and to encourage participation. It is clear from questions received by Brabant and the City that the residents are scared, confused, angry, frustrated, and very much in the dark as to the status of park closure, what is happening/going to happen, and how much longer they will be able to remain in their homes. Would the Park Owner be willing to help distribute a notice letter from the City to the residents to help address these issues?

In addition to obtaining completed questionnaires, it is very important for Brabant to be able to speak to the residents about their homes. Brabant's contract did not exclude intent to knock on doors; conversely, it expressly states that "[d]etails about the interior of the homes and their overall condition will be based on the combination of our exterior inspections, information provided by representatives of the park owner, and *interviews with homeowners*." (emphasis added).

Brabant originally contemplated these interviews occurring by way of *either*: (1) knocking on doors; (2) residents coming out of their houses on their own during exterior inspections without any knock; or (3) telephone conversations. Later, in response to request from the Park Owner, Brabant agreed not to knock on doors during the two days of initial inspections, but he still sought to obtain the Park Owner's permission to speak with residents who came out of their homes during the inspections, provided masks and social distancing measures were observed. However, Brabant feels that the Park Owner (communicating via Susy) put up numerous roadblocks in connection with the inspection process that prevented or discouraged him from conducting in-person interviews in this manner. By way of example:

- On July 23, 2020, Susy sent Jim an email stating, "I thought we had agreed that you would not be speaking with the residents in person."
- After some back and forth, Susy sent Jim another email on August 4, 2020, stating, "I think we can all agree that while Covid 19 continues to be rampant in LA, conducting in person interviews is not ok. The park does not want to be responsible for anyone's health being risked in this process. Phone interviews must suffice."
- Then on August 5, 2020, after a response from Jim, Susy modified this position in an email stating, "[t]he park is not prohibiting you from conducting in-person interviews, if you insist. If any residents come out of their homes to speak with you, please just have them sign a waiver indemnifying the park owner from any liability for health risks."

In regards to the last bullet point above, Jim did not have a waiver form readily available to him, and it occurred to him that even if he did, attempting to have residents sign them would require him to walk up closer than six feet to hand the form to them, discuss it with/explain it to them, and then have them hand it back to him, and that residents may not even understand the "legalize" of the documents and might refuse to sign it (not to mention possible English-Spanish translation issues). Thus, Brabant concluded this was intended merely as a roadblock to keep him from conducting in-person interviews.

Moreover, Jim has not been able to obtain phone numbers for many of the residents because: (1) many of the questionnaires were not completed/returned by the residents; and (2) the Park Owner has not provided resident phone numbers to Brabant despite the fact that Brabant requested them early on in the inspection/appraisal process.

Brabant's inability to speak with residents has hampered not only his ability to obtain information on the interiors of most of the mobilomes that he is valuing, but also his ability to obtain necessary information regarding prior sales of mobilehomes from residents to residents (as opposed to sales from residents to the Park Owner) that have occurred in the Park since 2009, which are being used for sales comparison purposes in the appraisal.

Lastly, in regards to the Spanish translation of the questionnaire that the Park Owner had prepared, I am certainly no fluent Spanish speaker, but I have received the following information from Anderson & Brabant in regards to potential errors/inaccuracies in the translation:

- Fireplace - Anderson & Brabant believes a word was used that typically means "home" instead of "fireplace";
- Wet Bar – although the correct Spanish word for this was used, Anderson & Brabant has doubts that residents understood what it meant or what a wet bar is, so some explanation may be necessary;

- Vaulted Ceilings – same as for wet bar - residents apparently did not know what this meant or what vaulted ceilings are, so this may need further explanation as well;
- Many residents were confused about the section titled "Permitted Additions to Main Home." Susy asked Anderson & Brabant to add the word "Permitted." Anderson & Brabant recommends adding a note saying to skip this section if there are no additions to the home.

Thanks and I look forward to working with you to resolve these issues as soon as possible.

Benjamin R. Jones | Associate, Assistant City Attorney of Carson

Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612

Tel: (949) 223-1170 | Dir: (949) 250-5430 | Fax: (949) 223-1180 | bjones@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

From: Casparian, Thomas <tCasparian@cozen.com>

Sent: Thursday, September 24, 2020 11:49 AM

To: Benjamin R. Jones <bjones@awattorneys.com>

Cc: McKina Alexander <MAlexander@carson.ca.us>; Sunny Soltani <ssoltani@awattorneys.com>; Close, Richard <Rclose@cozen.com>; Forbath, Susy <SForbath@cozen.com>

Subject: Rancho Dominguez Home Appraisals

***** EXTERNAL SENDER *****

Ben,

Brabant's appraisal report was due at the latest by September 14. Any concerns about his ability to complete his report should have been raised long ago, not more than a week after the deadline and only upon our inquiry regarding the overdue report.

Under his own contract proposal with the City, Brabant's appraisal was never to include the ability to conduct interior inspections of residents' homes. ("We will conduct an on-site inspection of the park, and an exterior inspection of each home. We will not be inspecting the interior of the homes because of Covid-19 concerns.")

Brabant's contract also excluded any intent to knock on residents' doors. Rather, he stated he would conduct his appraisal using "a form that requests information about each home The form will include a space for the phone number of each homeowner in case we have any follow-up questions." Brabant was not prohibited from knocking on residents doors, and told Susy in an email that he could conduct the appraisal without in-person interviews.

As requested, attached here is the cover letter sent by OPC encouraging residents to complete Brabant's Homeowner Form, together with the Homeowner Forms themselves, in English and Spanish. The Spanish translation was performed by a certified Legal Translation Service.

The cover letter encouraged homeowners to complete the form and provide photos of their interiors and any other relevant documentation to assist with the appraisal of their home. The letter also let them know that if they needed technical assistance providing photos or documentation electronically, the Park Manager was available to assist them with scanning and/or emailing.

Brabant was also provided with the Resident Questionnaire response data obtained by OPC on the City-mandated form which included the resident's descriptions of any home improvements. Brabant was also provided with a Home Data chart prepared by park owner which included the number of bedrooms/baths and square footage of every home in the park.

Ben, I hope this resolves any concerns you may have. The fact remains that Brabant, who is under City's control, is causing undue delay in a matter in which time is of the essence. Please ensure the appraisal is completed and delivered to us immediately.



Thomas W. Casparian
Member | Cozen O'Connor
1299 Ocean Ave, #900 | Santa Monica, CA 90401
P: 310-460-4471 F: 310-594-3082
Email | Map | cozen.com

From: Benjamin R. Jones <bjones@awattorneys.com>
Sent: Tuesday, September 22, 2020 5:02 PM
To: Forbath, Susy <SForbath@cozen.com>
Cc: McKina Alexander <MAlexander@carson.ca.us>; Sunny Soltani <ssoltani@awattorneys.com>
Subject: RE: Rancho Dominguez Executed Reimbursement Agreement

****EXTERNAL SENDER****

Hi Susy,

We have some concerns about the limited information that Anderson & Brabant has been able to obtain from the residents regarding the interiors of their homes. For example, only about 20 residents have responded to their questionnaires, and as you know, Anderson & Brabant was not permitted to conduct interior inspections or knock on doors to speak with residents about their homes when Anderson & Brabant was at the park to conduct the exterior inspections. We also have some related concerns regarding what has been communicated by the park owner to the residents about who Anderson & Brabant is, who they work for, and how providing information to Anderson & Brabant is in the residents' best interest. We want to understand what the park owner has communicated to the residents on these topics. My understanding is the park owner has sent two letter to the residents in this regard – can you please provide me with copies of these letters? Also, we have heard that the Spanish translation of the resident questionnaire contained some inaccuracies – can you please send me a copy of that as well? Thank you.

Benjamin R. Jones | Associate, Assistant City Attorney of Carson
Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612
Tel: (949) 223-1170 | Dir: (949) 250-5430 | Fax: (949) 223-1180 | bjones@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

From: Forbath, Susy <SForbath@cozen.com>
Sent: Tuesday, September 22, 2020 11:27 AM
To: Benjamin R. Jones <bjones@awattorneys.com>
Cc: McKina Alexander <MAlexander@carson.ca.us>
Subject: RE: Rancho Dominguez Executed Reimbursement Agreement

**** EXTERNAL SENDER ****

Hi Ben –

We are past the 60 days in which Brabant had agreed (in his contract) to provide the appraisal report. We would like to get our RIR filed. When do you anticipate we will receive his appraisal?

Susy



Susy Forbath
Regulatory and Government Relations Professional | Cozen O'Connor
1299 Ocean Ave, #900 | Santa Monica, CA 90401
P: 310-309-4500 F: 310-594-7308
Email | Bio | Map | cozen.com

From: Benjamin R. Jones <bjones@awattorneys.com>
Sent: Thursday, July 16, 2020 9:46 AM
To: Forbath, Susy <SForbath@cozen.com>
Cc: McKina Alexander <MAlexander@carson.ca.us>
Subject: RE: Rancho Dominguez Executed Reimbursement Agreement

****EXTERNAL SENDER****

Hi Susy,

Yes, Jim is now authorized to proceed for Rancho Dominguez.

For Park Avalon, I believe his engagement letter is being executed today.

Benjamin R. Jones | Associate, Assistant City Attorney of Carson
Aleshire & Wynder, LLP | 18881 Von Karman Ave., Suite 1700, Irvine, CA 92612
Tel: (949) 223-1170 | Dir: (949) 250-5430 | Fax: (949) 223-1180 | bjones@awattorneys.com | awattorneys.com

This email and any files transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via email and delete the email you received.

From: Forbath, Susy <SForbath@cozen.com>
Sent: Wednesday, July 15, 2020 6:09 PM
To: McKina Alexander <MAlexander@carson.ca.us>
Cc: Benjamin R. Jones <bjones@awattorneys.com>
Subject: RE: Rancho Dominguez Executed Reimbursement Agreement

**** EXTERNAL SENDER ****

Thanks McKina! Ben – have you now authorized Brabant to proceed in Rancho Dominguez? And what about Park Avalon?



Susy Forbath
Regulatory and Government Relations Professional | Cozen O'Connor
1299 Ocean Ave, #900 | Santa Monica, CA 90401
P: 310-309-4500 F: 310-594-7308
[Email](mailto:SForbath@cozen.com) | [Bio](#) | [Map](#) | cozen.com

From: McKina Alexander <MAlexander@carson.ca.us>
Sent: Wednesday, July 15, 2020 5:52 PM
To: Forbath, Susy <SForbath@cozen.com>
Cc: Benjamin R. Jones <bjones@awattorneys.com>
Subject: Rancho Dominguez Executed Reimbursement Agreement

****EXTERNAL SENDER****

Hello Susy,

Attached is a copy of the executed Rancho Dominguez reimbursement agreement.

Best Regards,

McKina Alexander | Associate Planner

City of Carson | Planning Division

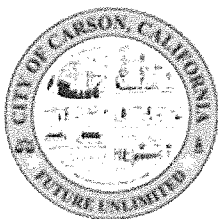
701 East Carson Street, Carson, CA 90745

Office: 310-952-1700 ext. 1326

City of Carson Website

Until further notice, the Planning Division will be managed via email, phone or Zoom. In person appointments will be considered on a case by case basis and scheduled as a matter of last resort. We appreciate your patience as we strive to ensure the safety and well-being of the public and city staff.

For the most up to date COVID-19 information, please visit ci.carson.ca.us.



Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to

the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.



CITY OF CARSON

November 24, 2020

Richard H. Close, Esq.
Cozen O'Connor
1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401
Rclose@cozen.com

Via U.S. Mail and Email

**SUBJECT: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 E. Gardena Boulevard**

Dear Mr. Close,

On October 26, 2020, City staff received the relocation impact report (RIR) for the closure of Park Avalon Mobile Estates located at 425-435 E. Gardena Blvd.

After review of the RIR and associated application documentation, as it relates to completeness pursuant to Carson Municipal Code (CMC) Section 9128.21, the application is **deemed incomplete** at this time.

Table 1 (Section 9128.21 – RIR Application Completeness analysis) and the subsequent discussion below specify the incomplete items and the information/documentation needed to complete them.

1. RIR APPLICATION COMPLETENESS ANALYSIS (CMC 9128.21) - TABLE 1

Relevant Provision of CMC 9128.21:	Complete/Incomplete	Location	Staff Comments
A. RIR	Incomplete		See comments below re: §9128.21(C)
B. Resident Questionnaire	Incomplete*	39 completed or partially completed questionnaires submitted concurrently with RIR	*RIR (p.6) states that completed or partially completed questionnaires were returned by 41 of the 81 Park households. City received 39 questionnaires. Per the

		<p>RIR, there are 57 resident-owned spaces in the Park, and the remainder are Park-owned.</p> <p>Space No's. 64, 65, & 80 are listed as resident-owned spaces that completed questionnaires, but no questionnaires for these spaces were submitted to the City. Please submit these questionnaires.</p> <p>Additionally, Space No. 6 was included among the 39 submitted questionnaires, but the questionnaire states that the mobilehome is Park-owned, so the City has received completed or partially completed questionnaires for 38 of the 57 resident-owned spaces. Please provide confirmation that questionnaires were given to each resident in accordance with §9128.21(B) and that all completed or partially completed questionnaires have been submitted to the City. To the extent questionnaires were not given to residents in accordance with §9128.21(B), and to the extent completed or</p>
--	--	--

			partially completed questionnaires were not submitted, please do so.
C. RIR Content:			
C.1. Description of Proposed New Use	Complete**	RIR, Pg. 5	Please submit additional detail as discussed below**
C.2. Timetable for park conversion	Complete	RIR, Pg. 5, 20	
C.3. Legal Description of the Park	Complete	RIR, Exhibit A	
C.4. No. of spaces, length of occupancy, current rental rates	Incomplete	RIR, Exhibit D; Confidential Tenant Spreadsheet	Confidential tenant spreadsheet is inconsistent with other application materials (e.g., RIR, Exh. D) and has 132 spaces listed instead of 81 spaces. Please submit a corrected confidential tenant spreadsheet.
C.5. Date of manufacture and size of each mobilehome	Complete	RIR, Exhibit D; Appraisal reports submitted concurrently with RIR	
C.6. Appraised on-site value and off-site value of each of the mobile homes in the park	Complete	Appraisal Report submitted concurrently with RIR	James Brabant appraisal report submitted
C.7. Total number of residents, broken down space by space, to identify owner or renter occupancy, principal or second home occupancy, resident under sixteen (16) years of age, residents sixty-two (62) years of age or over, and	Incomplete	RIR Pg. 7, Table 1; Confidential Tenant Spreadsheet	Confidential tenant spreadsheet is inconsistent with other application materials (e.g., RIR, Exh. D) and has 132 spaces listed instead of 81 spaces. Please submit a corrected confidential

the number of residents who are handicapped and/or disabled.			tenant spreadsheet.
C.8. The name and mailing address of each mobile home resident and each nonresident mobile home owner	Complete	Tenancy Mailing List submitted concurrently with RIR	
C.9. A list of known available spaces in the South Bay-Long Beach area of Los Angeles County, the Orange County area and other areas of Los Angeles County within a fifty (50) mile radius from the park, including any written commitments from mobile home parks and trailer park owners willing to accept displaced residents, the comparability of such parks and the rental rates for such spaces	Complete	RIR pgs. 8-11 Exhibits F-H	
C.10. Estimates from two (2) moving companies as to the minimum and per mile cost of moving, tear-down and set-up; and moving improvements installed by residents.	Complete	RIR, pgs. 10-11	
C.11. Proposed measures to mitigate the adverse impacts upon the park residents	Incomplete***	RIR pgs. 13-17	See discussion below***
C.12. Relocation Specialist	Complete	RIR pgs. 15-16, 18-21	
C.13. Information whether residents have been offered the option of a long-term	Complete	RIR pg. 5	

lease of the land and purchase of the improvements if the park is to be sold			
--	--	--	--

Please submit all information required per Table 1 above at your earliest convenience.

******You have indicated to the City that you are aware of Governor Newsom's August 31, 2020, approval of Assembly Bill 2782 (AB 2782), and indeed, that you have been following the bill since prior to its passage. AB 2782 will take effect as law on January 1, 2021, and as such will apply to any final administrative decision on your application that is rendered effective on or after said date. Due to the passage and impending effectiveness of AB 2782, you are required to submit the following information (in addition to the other information/items specified in this letter) in order to complete your RIR application: (1) information as to whether or not the intended or anticipated future use of the subject property would include or contribute to housing opportunities or choices for low- and/or moderate-income households within the City. Submittal of this information is necessary to enable the City to fully evaluate your RIR application.

*******The RIR improperly purports to condition the proposed "relocation mitigation measures" upon City approval of the RIR by December 31, 2020, stating that if City does not do so, applicant will seek to hold City responsible for any required relocation impact mitigation measures.

Specifically, the RIR, on page 14, provides, "the City is the 'person proposing the change of use' of Rancho Dominguez Mobile Estates because its closure is the result of a 'zoning or planning decision, action or inaction' and it is required to take steps to mitigate the adverse impact of the closure on Park residents, pursuant to Government Code section 65863.7(i). *However, if this Impact Report is finally approved by the City no later than December 31, 2020, the Park Owner agrees to provide the following relocation costs, relocation assistance, and additional benefits to the mobile home resident-owners without reimbursement from the City....*" (emphasis added).

This tactic renders the proposed mitigation measures illusory, used as a means of seeking to coerce or induce the City into eschewing proper exercise of its police power. The City is legally prohibited from contracting or otherwise bargaining away its away its municipal or governmental functions or its right to exercise its police power, and any action which amounts to an abdication of the police power or an agreement to surrender, abnegate, divest, abridge, impair, or bargain away control of its police power or municipal or governmental function would be invalid. The proposed "relocation mitigation measures" represent nothing more than a bad faith attempt to leverage the park owner's perceived potential legal claims against the City related to Gov't Code §65863.7(i) to induce the City to summarily approve the RIR on the park owner's desired timeline rather than properly considering, evaluating and acting upon the RIR in accordance with its authority and timelines under applicable law.

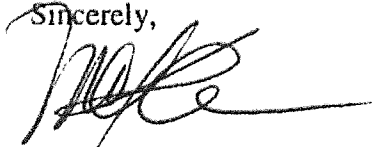
The City cannot agree to applicant's proposed terms without illegally compromising the City's police power at the expense of the welfare of its residents. Additionally, such an action would

contravene the legislative intent of AB 2782. Any action taken by City will and must be pursuant to the full and free exercise of its police power and in accordance with applicable law. The City cannot do, or promise or agree to do, anything to the contrary. Moreover, the City has already made its position clear that it is not the "person proposing the change of use" for purposes of Section 65863.7(i), and that the land use or zoning status of the park may soon be changed as part of the City's general plan update process or otherwise.

Based on the foregoing, the RIR is incomplete as to CMC §9128.21(C)(11). Please submit proposed measures to mitigate the adverse impacts of the conversion upon the park residents (in addition to the information and documentation necessary to complete the other outstanding application items as detailed in this letter) at your earliest convenience.

You may contact me at (310) 952-1700 extension 1326 or malexand@carson.ca.us if you need further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'MA', with a long horizontal flourish extending to the right.

McKina Alexander
Associate Planner



December 30, 2020

VIA EMAIL AND FEDERAL EXPRESS

Thomas W. Casparian, Esq.

Direct Phone 310-460-4471

Direct Fax 310-594-3082

tcasparian@cozen.com

McKina Alexander
Associate Planner
City of Carson – City Hall
701 E. Carson Street
P.O. Box 6234
Carson, CA 90749
E-Mail: malexand@carson.ca.us

**Re: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard**

Dear Ms. Alexander:

We received your letter to Richard H. Close, Esq. dated November 24, 2020 (your "Incompleteness Letter"), which purports to deem as incomplete RIR No. 4-19 (the "RIR") and fails to set a timely hearing by the City's Planning Commission for the RIR's approval. We have also recently received your December 23, 2020 letter to the same effect.

Together with this letter, we are filing a revised RIR that provides the information your letter contends is omitted. Additionally, as your December 23rd letter recognizes, other items requested in your November 24th letter were previously provided. Please deem the RIR complete immediately and set this matter for hearing before the Planning Commission.

The RIR "incompleteness" items are addressed below:

1.B: *"Please provide confirmation that questionnaires were given to each resident in accordance with §9128.21(B) and that all completed or partially completed questionnaires have been submitted to the City."*

The questionnaires for space nos. 56, 64, 65, and 80, together with a revised questionnaire data chart, were provided to Staff on 12/01/20 as acknowledged by Staff's response letter dated 12/23/20.

1.C.4: *"Please submit a corrected confidential tenant spreadsheet."*

A revised Confidential Tenant Spreadsheet was provided to Staff on 12/01/20 as acknowledged by your letter dated December 23, 2020.

1.C.7: *"Please submit a corrected confidential tenant spreadsheet."*

LEGAL\50235979\1

A revised Confidential Tenant Spreadsheet was provided to Staff on 12/01/20 as acknowledged by your letter dated December 23, 2020.

1.C.1: *Due to the passage and impending effectiveness of AB 2782, you are required to submit the following information (in addition to the other information/items specified in this letter) in order to complete your RIR application: (1) information as to whether or not the intended or anticipated future use of the subject property would include or contribute to housing opportunities or choices for low- and/or moderate-income households within the City. Submittal of this information is necessary to enable the City to fully evaluate your RIR application.*

This information is not required under current law. As even your letter notes, at 1.C.1: "Description of Proposed New Use", this item is "Complete." Denial of a completeness determination and refusal to set the RIR for Hearing approval under the time limits required by law until information that is *not* required under current law is provided is unjustified and wrongful.

Irrespective, an amended RIR containing the information requested is included herewith. The following language has been added:

The Park Owner anticipates developing the property into denser workforce housing and possible mixed-use appropriate to the industrial location, where the Park remains an underdeveloped parcel. Attached as Exhibit "I" is a site/yield study commissioned by Park Owner and produced by Withee Malcolm Architects, LLP, demonstrating potential redevelopment of the Property from 81 mobilehome spaces into 174 1-, 2-, and 3-bedroom apartments, thereby more than doubling the current housing provided by the Property. Accordingly, the anticipated future use of the Property would include and contribute to housing opportunities for low- and moderate-income households within the City of Carson and would not materially contribute to a shortage of housing opportunities for low- and moderate-income households.

1.C.11: *The RIR improperly purports to condition the proposed "relocation mitigation measures" upon City approval of the RIR by December 31, 2020, stating that if City does not do so, applicant will seek to hold City responsible for any required relocation impact mitigation measures. [¶] Specifically, the RIR, on page 14, provides, "the City is the 'person proposing the change of use' of Rancho Dominguez Mobile Estates because its closure is the result of a 'zoning or planning decision, action or inaction' and it is required to take steps to mitigate the adverse impact of the closure on Park residents, pursuant to Government Code section 65863.7(i). However, if this Impact Report is finally approved by the City no later than December 31, 2020, the Park Owner agrees to provide the following relocation costs, relocation assistance, and additional benefits to the mobile home resident-owners without reimbursement from the City..." (emphasis added). [¶] This tactic renders the proposed mitigation measures illusory, used as a means of seeking to coerce or induce the City into eschewing proper exercise of its police power. The City is legally prohibited from contracting or otherwise bargaining away its away its municipal or governmental functions or its right to exercise its police power, and any action which amounts to an abdication of the police power or an agreement to surrender, abnegate, divest, abridge, impair, or bargain away control of its police power or municipal or governmental function would be invalid. The proposed "relocation mitigation measures" represent nothing more than a bad faith attempt to leverage the park owner's perceived potential legal claims against the City related to Gov't Code §65863.7(i) to*

induce the City to summarily approve the RIR on the park owner's desired timeline rather than properly considering, evaluating and acting upon the RIR in accordance with its authority and timelines under applicable law. [¶] The City cannot agree to applicant's proposed terms without illegally compromising the City's police power at the expense of the welfare of its residents. Additionally, such an action would contravene the legislative intent of AB 2782. Any action taken by City will and must be pursuant to the full and free exercise of its police power and in accordance with applicable law. The City cannot do, or promise or agree to do, anything to the contrary. Moreover, the City has already made its position clear that it is not the "person proposing the change of use" for purposes of Section 65863.7(i), and that the land use or zoning status of the park may soon be changed as part of the City's general plan update process or otherwise.

We disagree. The law is clear that under the circumstances, "the local governmental agency is the person proposing the change in use for the purposes of preparing the impact report required by [Government Code section 65863.7] and is required to take steps to mitigate the adverse impact of the change as may be required in subdivision (e)." (Gov't Code, § 65863.7(i), as current and as effective after Jan. 1, 2021.)

City has repeatedly failed and refused to comply with its obligations to provide an impact report and mitigation measures to the Park's residents pursuant to Government Code section 65863.7(i) despite its clear obligation to do so and repeated demands from the Park Owner. City has failed and refused to conform the zoning status of the Park or to grant a use permit, and has itself asserted to the Park Owner and the Park residents that the Park must be closed. City's vague claim, after 18 years, that "the land use or zoning status of the park *may* soon be changed as part of the City's general plan update process or otherwise" is meaningless. Indeed, it has been 22 months since Rancho Dominguez filed an Application for closure, re-asserting that City is responsible for preparation of the impact report and to provide mitigation measures because the "closure, cessation, or change of use is the result of a decision by a local governmental entity or planning agency not to renew a conditional use permit or zoning variance under which the mobilehome park has operated, or as a result of any other zoning or planning decision, action, or inaction" (Gov't Code, § 65863.7(ii)). Since then, City has taken no action, and still cannot say it will.

Park Owner has no legal obligation to provide any mitigation measures under these circumstances, but has agreed to do so, up to a reasonable point. Indeed, the mitigation benefits Park Owner has agreed to provide, without seeking reimbursement from the City, are those same measures the City required of the last mobilehome park closure that resulted from expiration of its legal use, at Bel Abbey. If City, in a proper (as limited under law) exercise of its police power determines that further mitigation or other measures are warranted, it remains free to provide them, as it is obligated to do pursuant to Government Code section 65863.7(i). Irrespective, Park Owner agrees to remove any condition for a certain timeline for approval (other than that which it asserts is required by law), and has amended the RIR accordingly.

Perhaps most important, City's purported disagreement with Park Owner regarding City's legal obligation does not render the RIR "incomplete." Park Owner cannot be forced to withdraw its legal contentions or absolve the City of its legal obligations in order to have its Application deemed complete and obtain a timely hearing thereon. Accordingly, Park Owner renews and restates its demand that a hearing before the Planning Commission be set at its next scheduled meeting.

As the record already clearly shows, City is engaging in a scheme and course of conduct to delay, obstruct and unreasonably burden the park closure because it is politically unpopular and to avoid its own obligations under state law, and to delay the Application indefinitely, or at least until new law comes into effect on January 1, 2021. All rights of the Park Owner are expressly reserved.

Sincerely,

COZEN O'CONNOR

A handwritten signature in cursive script, appearing to read "Thomas W. Casparian".

Thomas W. Casparian, Esq.

cc: Richard H. Close, Esq.
Benjamin R. Jones, Esq., Ass't City Attorney



CITY OF CARSON

January 25, 2021

Richard H. Close, Esq.
Thomas W. Casparian
Cozen O'Connor
1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401
Rclose@cozen.com

Via U.S. Mail and Email

**SUBJECT: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 E. Gardena Boulevard**

Dear Messrs. Close and Casparian,

Thank you for your December 30, 2020 submittal of a revised version of Relocation Impact Report No. 04-19 ("revised RIR") for Rancho Dominguez Mobile Estates (the "Park") together with a cover letter from Mr. Casparian ("Letter").

In regards to RIR incompleteness item 1.C.1, based on the additional language you provided in the revised RIR and the new Exhibit "I" you provided in the revised RIR, this item is now deemed complete.

In regards to RIR incompleteness item 1.C.11, you agreed "to remove any condition for a certain timeline for [RIR] approval (other than that which is required by law)," and you made the corresponding change in the revised RIR. However, the revised RIR still asserts that "the City is the 'person proposing the change of use' of [the Park] because its closure is the result of a 'zoning or planning decision, action or inaction' and it is required to take steps to mitigate the adverse impact of the closure on Park residents, pursuant to Government Code section 65863.7(i)."

The Letter states that "the mitigation benefits Park Owner has agreed to provide, without seeking reimbursement from the City, are the same measures the City required of . . . Bel Abbey. If City, in a proper (as limited under law) exercise of its police power determines that further mitigation or other measures are warranted, it remains free to provide them, as it is obligated to do pursuant to Government Code section 65863.7(i)."

Richard H. Close, Esq.
Thomas W. Casparian
Cozen O'Connor
January 25, 2021

First, please be advised that AB 2782 is now in effect as law and applicable to any City decision on the RIR. As you know, AB 2782 entitles displaced Park residents who cannot relocate their coaches to adequate housing in other mobilehome parks to receive payment of, without limitation, the "in-place market value" of their homes (likely represented by the "on-site values" as appraised by Mr. Brabant) in connection with any RIR approval. Therefore, payment of only "off-site values" to such residents, as proposed in the revised RIR, would violate AB 2782. Of course, AB 2782 did not apply to the City's decision on the closure of Bel Abbey many years ago, so your comparison of the benefits proposed in the revised RIR to the benefits that were required for the closure of Bel Abbey is irrelevant insofar as it disregards the change in law.

Second, as the City has asserted in prior letters, including my November 24, 2020 letter and a letter from the City Attorney's office dated April 30, 2019, the City is not the "person proposing the change of use" for purposes of Government Code section 65863.7(i). The City has not initiated or taken any code enforcement action or administrative or legal process or proceeding to actually compel the termination of the nonconforming use by requiring Park Owner to close the Park, and therefore the Park continues to operate in its nonconforming status until City does so. Conversely, the City informed the Park Owner on April 30, 2019, that the City is not ordering or requesting the Park Owner to close the Park at this time, and that the Park Owner is free to withdraw its RIR application and abandon the proposed closure if it sees fit to do so. That remains the case today.

The unmistakable reality is that the proposed closure of the Park is purely the result of the Park Owner's desire to close the Park in favor of a more profitable future use. This is apparent not only from the Park Owner's aggressive pursuit of RIR approval from City as soon as possible despite the lack of any current City order or request for Park Owner to proceed with same, but also from documentation Park Owner has provided to the City. For example, as stated in a letter from Ms. Forbath to Planning Manager Betancourt on May 29, 2019, the Park Owner's "goal is to receive a zoning designation that would support a mixed-use residential development, at a minimum density of 30 units per acre." As indicated in that letter, the Park Owner has engaged the City regarding input into the General Plan update process, not to achieve zoning that would facilitate continued operation of the Park as offered by City in the above-referenced letters, but rather to achieve zoning that would facilitate Park Owner's desired future development.

Indeed, the Park Owner has ostensibly taken no interest in City's overtures, articulated in the above-referenced letters from the City Attorney's office and from me, regarding potential changes to the Park's zoning to remove the nonconforming status. If the Park Owner wished to continue operating the Park, the Park Owner would be actively seeking such a change from the City, rather than ignoring these possibilities. The City has refrained from pursuing any zoning change for the Park because Park Owner has neither applied for nor shown any interest in same, and because City is and has been under the impression that the Park Owner's true desire is to close the Park.

However, Mr. Casparian's persistence on the nonsensical position that City is responsible for the proposed Park closure is creating confusion that now needs to be resolved. The time has come

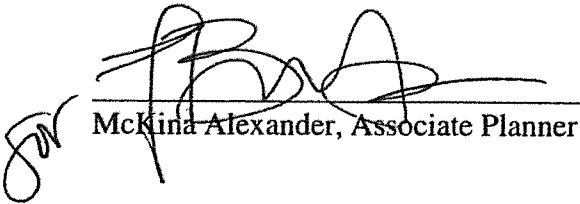
Richard H. Close, Esq.
Thomas W. Casparian
Cozen O'Connor
January 25, 2021

for the Park Owner to make its true intentions clear to the City. Park Owner cannot have it both ways.

If the Park Owner truly wishes to continue operating the Park but is perturbed by the lack of certainty associated with the Park's current zoning status, please notify me within the next three (3) business days, and I will be happy to work with you toward Park Owner's submittal and processing of a zone change application pursuant to Carson Municipal Code Section 9172.13. However, in that case, the RIR application should be withdrawn, or applicable processing timelines tolled.

If you do not so notify me, Planning staff will conclude that Park Owner wishes to close the Park voluntarily and irrespective of its zoning status, in which case the revised RIR will be accepted as complete and set for Planning Commission hearing. Please understand that in this event, City staff's recommendation to the Planning Commission at hearing would include requiring Park Owner to pay residents the appraised "in-place market value" on their mobilehomes as required by AB 2782.

Sincerely,

A handwritten signature in black ink, appearing to read 'McKina Alexander', is written over a horizontal line. To the left of the signature, there is a small, stylized handwritten mark that looks like 'JA'.

McKina Alexander, Associate Planner

McKina Alexander

From: McKina Alexander <MAlexander@carsonca.gov>
Sent: Wednesday, January 27, 2021 12:53 PM
To: Close, Richard
Cc: Benjamin R. Jones
Subject: RE: Rancho Dominguez Mobile Estates

*** EXTERNAL SENDER ***

Hello Richard,

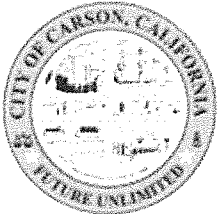
Thank you for the update. Ben Jones is copied to keep him informed of the project's status.

Kind Regards, M

McKina Alexander | Associate Planner
Pronoun: she/her
City of Carson | [Planning Division](#)
701 East Carson Street, Carson, CA 90745
Office: 310-952-1700 ext. 1326
[City of Carson Website](#)

Until further notice, the Planning Division will be managed via email, phone or Zoom. In person appointments will be considered on a case by case basis and scheduled as a matter of last resort. We appreciate your patience as we strive to ensure the safety and well-being of the public and city staff.

For the most up to date COVID-19 information, please visit ci.carson.ca.us.



From: Close, Richard [<mailto:Rclose@cozen.com>]
Sent: Wednesday, January 27, 2021 12:30 PM
To: McKina Alexander
Subject: Rancho Dominguez Mobile Estates

Ms. Alexander,

I am in receipt of your email pertaining to possible rezoning of the property. As soon as our client has determined action that they are interested in pursuing, I will respond to the suggestion of rezoning.

Richard



January 29, 2021

VIA EMAIL AND FEDERAL EXPRESS

Thomas W. Casparian, Esq.

Direct Phone 310-460-4471

Direct Fax 310-594-3082

tcasparian@cozen.com

McKina Alexander
Associate Planner
City of Carson – City Hall
701 E. Carson Street
P.O. Box 6234
Carson, CA 90749
E-Mail: malexand@carson.ca.us

**Re: Relocation Impact Report (RIR) No. 4-19
Closure Request for Rancho Dominguez Mobile Estates
425-435 East Gardena Boulevard**

Dear Ms. Alexander:

We received your letter to Richard H. Close, Esq. dated January 25, 2021 (your "Completeness Determination"), which deems complete RIR No. 4-19 (the "RIR"). We agree with your conclusion that the Application is now complete and request that a hearing before the Planning Commission be scheduled within the time period required by the City's municipal code.

As to the remainder of your letter, we disagree with both your factual contentions and legal conclusions. We have already addressed those contentions and conclusions in prior letters and need not repeat those points here.

Please inform us of the date of the Planning Commission hearing in sufficient time to give notice to the Park's residents.

Sincerely,

COZEN O'CONNOR

Thomas W. Casparian, Esq.

cc: Richard H. Close, Esq.
Benjamin R. Jones, Esq., Ass't City Attorney

LEGAL\50741188\1