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DEPT. 86

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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VAN DE KAMPS COALITION, a California
unincorporated association;

Petitioner,

vs.

LOS ANGELES COMMUNITY COLLEGE
DISTRICT, a California community college
school district; BOARD OF TRUSTEES OF
LOS ANGELES COMMUNITY COLLEGE
DISTRICT a legislative body; and DOES 1
through 10, inclusive,

Respondents,

ALLIANCE FOR COLLEGE READY
PUBLIC SCHOOLS, a private school,
QUATRO DESIGN GROUP, an architectural
partnership, PORTOLA VENTURES, a
California Corporation, and ROES 1-10,
inclusive,

Real Parties in Interest.

Case No. BS 124460

~~PROPOSED~~

**JUDGMENT GRANTING
PEREMPTORY WRIT OF MANDATE
AND INJUNCTIVE RELIEF**

Judge: Hon. Ann I. Jones

DEPT.: 86

FILED
LOS ANGELES SUPERIOR COURT
FEB - 6 2012
JOHN A. CLARKE, CLERK
n. digiambattista
BY N. DIGIAMBATTISTA, DEPUTY

1 The First Amended Petition (“FAP”) of Petitioner Van de Kamps Coalition seeking
2 a peremptory writ of mandate, a declaration of the rights and duties of the parties, and
3 permanent injunctive relief against Respondents Los Angeles Community College District
4 and Board of Trustees of the Los Angeles Community College (collectively “LACCD”)
5 and Real Parties in Interest Alliance for College-Ready Public Schools (“Alliance
6 School”), Quatro Design Group, and Portola Ventures, Inc., came on for trial before the
7 Court on September 8, 2011, the Hon. Ann I. Jones, presiding. Daniel E. Wright of the
8 Law Office of Daniel Wright appeared on behalf of Petitioner. Jennifer Guenther of the
9 law firm of Gresham, Savage appeared on behalf of LACCD. Geoffrey Brown of the law
10 firm of Music Peeler appeared on behalf of Real Party In Interest Alliance School.
11 Following hearing oral argument at the trial, the Court took the matter under submission.

12 After careful consideration of the briefs, evidence and oral argument, the Court
13 GRANTED in part the petition for writ of mandate and complaint for declaratory and
14 injunctive relief, as set forth in the Court’s September 12, 2011 Statement of Decision.
15 Pursuant to the Court’s written decision:

16 1) The Court granted the Petition as to the Respondent LACCD’s failure to
17 comply with its mandatory duties under the California Environmental Quality Act
18 (“CEQA”) in connection with its changes in the use of the Van de Kamp Innovation
19 Center Campus as a result of the Board of Trustee’s July 15, 2009 approval of a lease of a
20 portion of the same campus to Real Party in Interest Alliance School.

21 2) The Court granted the Petition as to the Respondent LACCD’s failure to
22 comply with its mandatory duties under CEQA in connection with its further changes in
23 the use of the Van de Kamp Innovation Center Campus through the November 4, 2009
24 approval of a contract amendment with the LACCD’s architect of record for the site,
25 Quatro Design Group.

26 3) The Court denied the Petition as to the Petitioner’s contention that
27 Respondent LACCD’s purchase of Real Party in Interest Portola Ventures, Inc.’s real
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1 estate adjacent to the Van de Kamp Innovation Center Campus required Respondent
2 LACCD to conduct more environmental review than the Notice of Exemption adopted in
3 conjunction with the real estate purchase in Board action on December 16, 2009.

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

5 1) A peremptory writ of mandate shall issue commanding the LACCD to set
6 aside the July 15, 2009 Board of Trustee's action approving a lease of a portion of the Van
7 de Kamp Innovation Center Campus to Alliance School as a result of LACCD's violations
8 of CEQA, and that all such actions, are, and shall be, invalidated and set aside.

9 2) A peremptory writ of mandate shall issue commanding the LACCD to set
10 aside the November 4, 2009 Board of Trustee's action approving an amendment to the
11 Quatro Design Group contract authorizing further changes to the use of a portion of the
12 Van de Kamp Innovation Center Campus as a result of LACCD's violations of CEQA,
13 and that all such actions, are, and shall be, invalidated and set aside.

14 3) A peremptory writ of mandate shall issue commanding the LACCD to, no
15 later than 45 days following issuance of the writ, to commence the statutory process for
16 preparation of a Supplemental Environmental Impact Report (to be completed within 10
17 months from the date of the judgment) in accordance with the requirements of law, or file
18 and serve a notice on all parties in this action of the LACCD's election to confine use of
19 the Van de Kamps campus after August 31, 2012 to the uses described in the existing
20 environmental documents (1999 EIR, 2000 Update to the EIR, the First Addendum to the
21 EIR, the Second Addendum to the EIR);

22 4) Exercising its equitable powers to ameliorate possible impacts of the Court's
23 judgment and writ of mandate on third parties, the peremptory writ of mandate to be
24 issued by the Clerk shall include the following provisions:

25 (a) that despite the invalidation of the LACCD Board of Trustee's July 15,
26 2009 approval of the Alliance School lease, Real Party in Interest Alliance School
27 will continue in its quiet enjoyment of the real property conveyed in such lease
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1 under the exact same terms and conditions as if set forth herein (except as modified
2 herein) until June 30, 2012, or until an earlier date if the Alliance School, at its
3 option and written notice to LACCD, decides to terminate this interim judicially-
4 granted lease extension on an earlier date, at which time this judicially-granted
5 lease extension to maintain the status quo for the Alliance school children for the
6 current 2011-2012 school year shall expire and the invalidation of the lease
7 agreement by the Court's judgment and writ shall take full effect;

8 (b) that despite the invalidation of the LACCD Board of Trustee's
9 November 4, 2009 approval of the amendment to the Quatro Design Group's
10 contract that authorized additional changes to the Van de Kamp Innovation Center
11 Campus, only those Quatro Design Group services not yet rendered or completed
12 by the date of the Court's Statement of Decision (September 12, 2011) shall be set
13 aside and invalidated in the Court's writ of mandate;

14 (c) that to the extent any construction work contemplated as a result of the
15 LACCD Board of Trustee's approval of the November 4, 2009 contract
16 amendment with Quatro Design Group remains unfinished as of the date of this
17 Court's Statement of Decision (September 12, 2011), such construction work shall
18 be halted until such time as the LACCD brings itself into compliance with its
19 mandatory duties under CEQA as set forth herein.

20 **IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that
21 the peremptory writ issued by the Clerk shall include the following provisions to bring the
22 LACCD into compliance with the mandatory duties of CEQA:

- 23 1. Within 45 dates of the service of this Writ of Mandate upon the
24 LACCD, the District shall file and serve, as specified below, a
25 Preliminary Return informing this Court and the parties of how
26 LACCD intend to bring the District into compliance with CEQA by
27 either:
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- a. Electing to return the portion of the Van de Kamp Innovation Center leased by the Alliance School to the community college uses described and analyzed in existing environmental documentation of the District no later than August 31, 2012; or
- b. Electing to proceed to prepare and complete the process for, within 300 days after service of this Writ of Mandate upon the LACCD, a Supplemental EIR (as this Court found in its September 12, 2011 ruling and statement of decision that the factual record of the case foreclosed use of an Addendum) to support any proposed use of the portion of the Van de Kamp Innovation Campus site now leased by the Alliance School, for any uses different from the community college uses described and analyzed in the District's prior environmental documentation for the site.

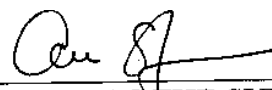
2. If the LACCD elects to restore the portion of the Van de Kamp Innovation Center leased by the Alliance School to community college uses, by August 31, 2012 then LACCD shall file and serve, as specified below, a Second Return specifying what the District and its Board of Trustees have done to restore the community college uses described in the existing environmental documentation to demonstrate that use of the site will be returned to and will comply with the mandates of CEQA.

3. If the LACCD elects to proceed to prepare a Supplemental EIR, within 300 days after service of this writ upon the District, LACCD shall file and serve, as specified below, a Second Return specifying what LACCD and its Board of Trustees have done to prepare a Supplemental EIR and bring the District into compliance with the mandates of CEQA as to any new or continued changes of use.

1 The peremptory writ shall also include a provision that LACCD and its Board of
2 Trustees, when making any return to the peremptory writ shall, through an authorized
3 officer(s), make each return to the peremptory writ of mandate under oath specifying what
4 LACCD and its Board of Trustees have done to comply with the writ and to file that
5 return with the Court, serve all parties by mail, and additionally serve a copy of the return
6 by hand delivery upon Petitioner's counsel of record in this proceeding.

7 **IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that
8 Petitioner shall be entitled to seek an award of attorney fees, which award of attorney fees
9 shall be determined by the Court based upon noticed motion, and shall be awarded costs
10 in the amount of \$ _____ as the prevailing party in this proceeding.

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12 **LET THE WRIT ISSUE.**

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16 DATED: 2/6/12 By: 
17 JUDGE OF THE SUPERIOR COURT
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