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12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF ORANGE
15

16 **THE PEOPLE OF CALIFORNIA EX REL.
17 ROB BONTA, AND THE CALIFORNIA
18 DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT,**

19 Petitioners and Plaintiffs,

20 v.

21 **THE CITY OF HUNTINGTON BEACH, A
22 MUNICIPAL CORPORATION; CITY
23 COUNCIL OF HUNTINGTON BEACH;
AL ZELINKA, in his official capacity as
24 CITY MANAGER OF HUNTINGTON
BEACH; AND DOES 1-50, INCLUSIVE,**

25 Respondents and Defendants.
26
27
28

Case No. 30-2023-01312235-CU-WM-CJC

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR A PRELIMINARY
INJUNCTION**

**(Gov. Code, § 65585; Code Civ. Proc., §
527.)**

RELATED TO ROA # 5

Date: July 27, 2023
Time: 1:30 p.m.
Dept: C20
Judge: The Hon. Erick Larsh
Trial Date: None set
Action Filed: March 8, 2023

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1 **INTRODUCTION**

2 On February 21, 2023, the City Council for the City of Huntington Beach (the “City”)
3 adopted Action Item No. 23-172 (the “Action Item”), instructing the City Manager to violate state
4 law. Specifically, the Action Item directs the City Manager to refuse to process any application to
5 construct new housing pursuant to Senate Bill 9 (“SB 9”), and accessory dwelling units (“ADUs”)
6 pursuant to the State’s ADU law.

7 The City simply cannot do this. It lacks discretion “to disregard a statute or other legislative
8 determination based on [its] belief that it is unconstitutional.” (*Voices for Rural Living v. El
9 Dorado Irrigation District* (2012) 209 Cal.App.4th 1096, 1116.) Here, the City must process
10 applications in strict accordance with the terms of SB 9 and the State’s ADU law. It cannot
11 decline to discharge that duty simply because it believes these enactments are unconstitutional or
12 unwise.

13 For that reason, Petitioners bring this motion to enjoin the City from defying or ignoring
14 these state laws. Petitioners will very likely prevail on the merits, and the City is ultimately
15 damaging itself—and its residents—when it restricts new housing opportunities in violation of
16 state law. This Court should, therefore, grant the motion for a preliminary injunction.

17 **BACKGROUND**

18 **I. CALIFORNIA SUFFERS FROM A CRISIS-LEVEL HOUSING SHORTAGE, WHICH HAS
19 PROMPTED THE LEGISLATURE TO ADOPT VARIOUS LAWS TO ENCOURAGE THE
20 PLANNING AND PERMITTING OF NEW AND NEEDED HOUSING**

21 California needs housing, and its lack of housing “is a critical problem that threatens the
22 economic, environmental, and social quality of life” throughout the State. (Gov. Code, § 65589.5,
23 subd. (a)(1)(A).)¹ Although the causes of the housing shortage are varied, the Legislature has
24 identified a key culprit: local governments have long restricted the development of housing
25 without adequate consideration to the costs of doing so. (*Id.*, subd. (a)(1)(B), (D).) This has
26 caused immense economic hardship for “millions of Californians,” and has robbed “future
27 generations of the chance to call California home” while “stifling economic opportunities for

28 ¹ All statutory references are to the Government Code unless otherwise indicated.

1 workers and businesses, worsening poverty and homelessness, and undermining” California’s
2 efforts to confront climate change. (*Id.*, subd. (a)(2)(A).)

3 The Legislature first diagnosed this problem in 1982, when it enacted the original version
4 of the Housing Accountability Act (the “HAA”). (See Stats. 1982, c. 1438, § 2.) Since then, the
5 Legislature has often strengthened the HAA. (See, e.g., Stats. 1990, c. 1439, § 1; Stats. 2019, c.
6 654, § 3.)

7 In addition to strengthening the HAA, the Legislature in recent years has adopted a number
8 of new statutes that curtail local authority to constrain housing development. In 2019, for
9 instance, the Legislature passed the Housing Crisis Act, which prohibits local governments from
10 downzoning, imposing moratoria on new housing, and adopting new growth control measures. (§
11 66300, subd. (b)(1).) And the Legislature passed and amended laws making it easier for
12 homeowners to supply new housing on their land, principally the State ADU law and SB 9.

13 With SB 9 and the ADU law, the Legislature empowered homeowners in single-family
14 zones to supply new housing units on their property. Under SB 9, local agencies must provide a
15 ministerial approval process for any proposed housing development consisting of two residential
16 units within a single-family residential zone, and for any proposed subdivision of an existing
17 parcel within a single-family residential zone into no more than two parcels. (§§ 65852.21, subd.
18 (a), 66411.7, subd. (a).) Likewise, the ADU law requires ministerial approval of, and sets the
19 minimum requirements for, ADU development, while permitting local governments to establish
20 their own ADU programs. (§ 65852.2, subd. (a)(1), (e)(1), and (g).)

21 **II. THE CITY ADOPTS A BAN ON NEW SB 9 AND ADU PERMITS**

22 The City has made it abundantly clear that it does not support these statutes. On February
23 21, 2023, it adopted the Action Item, directing “the City Attorney to [take] any legal action
24 necessary to challenge SB 9 and SB 10 and the laws that permit ADU’s [*sic*].” (See Declaration
25 of Matthew T. Struhar (“Struhar Decl.”), ¶ 2, Ex. A (the “Action Item”).) It further directed “the
26 City Manager to cease the processing of all permit applications brought to the City by
27 homeowners under SB 9, SB 10, or State law related ADU projects, until the courts have
28

1 adjudicated the matter(s).” (*Ibid.*)² To justify the Action Item, the City cited the effects new
2 housing would have on “the value of the adjacent and neighboring properties.” (*Ibid.*)

3 Before the City adopted the Action Item, both the Office of the Attorney General and the
4 Department of Housing and Community Development (“HCD”) warned the City not to adopt the
5 Action Item. (Struhar Decl., ¶ 3, Exs. B, C.) On February 21, 2023, the Office of the Attorney
6 General informed the City that adoption of the Action Item would violate SB 9, the ADU law, the
7 Housing Crisis Act, and the HAA. (*Id.*, Ex. B.) HCD’s notice of potential violation, dated
8 February 21, 2023, likewise notified the City that the Action Item would violate the ADU law and
9 the Housing Crisis Act. (*Id.*, Ex. C.) After the City adopted the Action Item, HCD found the City
10 to be in violation of the ADU law and the Housing Crisis Act. (*Id.*, ¶ 4, Ex. D.)

11 The Office of the Attorney General sent a follow-up correspondence on February 23, asking
12 the City Attorney to confirm that the City is not processing applications for SB 9 or ADU
13 permits. (*Id.*, ¶ 5, Ex. E.) The City Attorney responded by email on February 27, 2023. (*Id.*, ¶ 6,
14 Ex. F.) The City Attorney confirmed that the City would not be “taking new applications” for
15 ADU permits. (*Ibid.*) The City’s Community Development Department also posted a message
16 that, effective February 22, 2023, “[p]er City Council direction at the February 21, 2023 City
17 Council meeting, we will no longer accept new applications for ADUs (accessory dwelling units)
18 and SB-9 projects, effective immediately and until further notice.” (*Id.*, ¶ 7, Ex. G.)

19 **III. THE CITY REJECTS A MEASURE TO RESUME THE PROCESSING OF ADU OR SB 9**
20 **APPLICATIONS**

21 On March 7, 2023, the City Council considered Agenda Item No. 23-227, which would
22 have directed the City Manager “to process SB 9 type lot subdivision applications and ADU
23 applications while litigation proceeds to come back into compliance with State Law.” (*Id.*, ¶ 8,
24 Ex. H at p. 6.) The measure would have rescinded the Action Item’s directive that the City
25 Manager cease processing SB 9 and ADU applications. But in a 4-3 vote, the City Council
26 declined to adopt the measure, and so the ban remains in effect. (*Id.*, ¶ 8.)

27 ² SB 10 permits—but does not require—cities and counties to enact ordinances to allow
28 up to 10 dwelling units on any parcel, at a height specified in the ordinance, if the parcel is
located within a transit-rich area or urban infill site. (§ 65913.5.)

1 During deliberations, the City Attorney took the position that the Action Item does not
2 impose a moratorium on ADU development because applicants could always apply for ADU
3 permits under the City’s local ordinance. (Struhar Decl, ¶ 9.) Planning staff noted that ADU
4 applicants and developers design their projects in reliance on state ADU law, however, and that
5 none of the pending applications submitted before the adoption of the Action Item would have
6 likely qualified for approval under the City’s local ADU ordinance. (*Ibid.*) According to planning
7 staff, ADU applicants design their projects in accordance with, and in reliance on, the ADU law.
8 (*Ibid.*) The City’s website also states that the City’s ADU ordinance is no longer in effect. (*Id.*, ¶
9 7, Ex. G.)

10 At the start of that meeting, the City Attorney reported out of closed session that the City
11 would not proceed with the Action Item’s directive to initiate litigation challenging the ADU law
12 or SB 10. (*Id.*, ¶ 10.) Nevertheless, the City considered and rejected a measure to immediately
13 resume processing SB 9 and ADU applications in accordance with state law. (*Id.*, ¶ 8.)

14 Due to the Action Item, Huntington Beach residents have already been thwarted in their
15 efforts to supply new and needed housing. At least two would-be ADU developers—including
16 one who qualified and obtained a grant from the California Housing Finance Agency—have seen
17 their plans upended due to the City’s actions. (See Declaration of Ty Youngblood (“Youngblood
18 Decl.”); Declaration of Paul Davis (“Davis Decl.”).)

19 **IV. THE CITY HAS NOT ADOPTED AN UPDATED HOUSING ELEMENT, AND IT IS IN ITS**
20 **SECOND CONSECUTIVE CYCLE OF FAILING TO MEET ITS FAIR SHARE OF THE**
21 **REGIONAL HOUSING NEED**

22 The City has not adopted a housing element in substantial compliance with the Housing
23 Element Law for the current planning cycle. (Struhar Decl., ¶ 11, Ex. I.) During the previous
24 planning cycle, the City failed to accommodate its share of the regional housing need for all
25 income levels. (*Id.*, ¶ 12, Ex. J.) New ADUs accounted for all very low- and low-income housing
26 development in the City from 2019 through 2021. (*Id.*, ¶¶ 12, 14, Exs. J, L.) The City is also
27 woefully behind in meeting its share of the regional housing need for all income levels. (*Id.*, ¶ 13,
28 Ex. K.)

1 *Rural Living*.) Unless and until a court enjoins enforcement of the statute, it is “deemed to be
2 valid.” (*Ibid.*)

3 SB 9 and the state’s ADU laws impose ministerial obligations on local agencies to approve
4 permits for new housing units that meet their respective statutory requirements. (See §§ 65852.2,
5 subd. (a)(1), (e)(1), and (g) [ADUs], 65852.21, subd. (a) [duplexes], and 66411.7, subd. (a) [lot
6 splits].) These statutes also address a matter of statewide concern—the statewide housing
7 shortage—and thus expressly apply to charter cities. Courts have long held that housing is a
8 matter of statewide concern and have accordingly upheld various statutes on the subject. (See,
9 e.g., *California Renters Legal Advocacy & Fund v. City of San Mateo* (2021) 68 Cal.App.5th 820,
10 850 (*California Renters*) [the HAA]; *Ruegg & Ellsworth v. City of Berkeley* (2021) 63
11 Cal.App.5th 277, 314-315 (*Ruegg & Ellsworth*) [SB 35]; *Anderson v. City of San Jose* (2019) 42
12 Cal.App.4th 683, 705 [the Surplus Lands Act]; *Buena Vista Garden Apartments v. City of San*
13 *Diego* (1985) 175 Cal.App.3d 289, 306-307 [the Housing Element Law]; *Bruce v. City of*
14 *Alameda* (1985) 166 Cal.App.3d 18, 22 [the Nondiscrimination in Land Use Law].)

15 Yet by its own terms, the Action Item directs the City Manager to refuse to comply with SB
16 9 and the ADU law, and it does so in the absence of an injunction. The constitutionality of these
17 statutes, however, is an issue “of law reserved under the constitutional doctrine of separation of
18 powers to be resolved by the judiciary.” (*Voices for Rural Living, supra*, 209 Cal.App.4th at p.
19 1116.) Under clear and controlling precedent, the Action Item is unlawful. The City cannot
20 arrogate the judicial power to impose and enforce its own preliminary injunction. (See *ibid.*) The
21 City Manager must accordingly ignore the Action Item.

22 **B. The Action Item Violates the Housing Crisis Act**

23 The Legislature also prohibited localities from adopting policies like the Action Item with
24 the Housing Crisis Act. Under the Housing Crisis Act, the City cannot adopt any policy that has
25 the effect of imposing a housing moratorium or other similar restriction on housing. (See § 66300,
26 subd. (b)(1)(B)(i).) Any such policy “enacted on or after the effective date” of the Housing Crisis
27 Act “shall be deemed void.” (*Id.*, subd. (b)(2).) Courts must broadly construe the Housing Crisis
28

1 Act “so as to maximize the development of housing within” California. (*Id.*, subd. (f)(2).) Any
2 exception to the requirements of the statute “shall be construed narrowly.” (*Ibid.*)

3 The Housing Crisis Act prohibits cities from imposing moratoria on housing that state law
4 allows. This is especially so when state law requires the City to approve SB 9 units and ADUs
5 absent extraordinary circumstances. To prohibit housing units that meet state specifications is to
6 impose a moratorium or similar restriction on new housing as to those housing units. That there
7 might be theoretical ADUs not subject to the moratorium does not make this any less of a housing
8 moratorium for purposes of the Housing Crisis Act, which also voids any restriction similar to a
9 housing moratorium. (See § 66300, subd. (b)(1)(B)(i).) A narrower construction of the Housing
10 Crisis Act would undermine the Legislature’s policy that the law “be broadly construed as to
11 maximize the development of housing within the state.” (*Id.*, § 66300, subd. (f)(1).)

12 Moreover, the Housing Crisis Act prohibits the adoption of certain policies based on their
13 *effect*. (§ 66300, subd. (b)(1).) Here, the record demonstrates that, in practical effect, the Action
14 Item bans all ADU development in the City. As planning staff informed the City Council, ADU
15 applicants rely on the State ADU law to develop their plans. Planning staff also stressed that, in
16 all likelihood, all pending ADU applications were for ADUs planned in accordance with the ADU
17 law. (Struhar, Decl., ¶ 9.) Likewise, individuals who are prevented from applying for ADUs will
18 not develop those units for the foreseeable future. The Action Item thus has the practical effect of
19 imposing a moratorium on ADU development, thereby rendering the Action Void under the
20 Housing Crisis Act on that basis as well. (See § *id.*, subd. (b)(1)(B)(i), (2).)

21 **C. The Action Item Violates the Housing Accountability Act with Respect to**
22 **SB 9 Projects**

23 The Action Item also requires the City Manager to violate the HAA by rejecting SB 9
24 applications. Under the HAA, the City must approve any housing development project that
25 complies with locally adopted objective standards, unless it can make two written findings based
26 on a preponderance of evidence in the record. (§ 65589.5, subd. (j)(1).) First, the proposed
27 development must have a significant and adverse impact on public health or safety. (*Id.*, subd.
28 (j)(1)(A).) Second, disapproval must be the only means of mitigating or avoiding the impact. (*Id.*,

1 subd. (j)(1)(B).) Those findings must be *project-specific*, and the public health or safety impact
2 must constitute “a significant, quantifiable, direct, and unavoidable impact, based on objective,
3 identified written public health or safety standards, policies, or conditions as they existed on the
4 date the application was deemed complete.” (*Id.*, subd. (j)(1)(A).)

5 Here, the City adopted a zoning amendment to establish objective development and design
6 standards for SB 9 projects. (See City of Huntington Beach’s Zoning Text Amendment 22-002.)
7 The City must accordingly approve SB 9 projects that comply with these standards unless it can
8 make the required HAA findings with respect to specific SB 9 projects. (See § 65589.5, subd.
9 (j)(1).) The City cannot adopt a blanket policy in advance (i.e., declaring new housing to be
10 inherently dangerous) especially when it offers no cognizable grounds for that policy.

11 **II. UNLESS ENJOINED, THE CITY’S ACTIONS WILL HARM THE PUBLIC**

12 The balance of relative interim-harms favors Petitioners. First, because Petitioners have at
13 least a reasonable probability of succeeding on the merits, this Court must presume that the harm
14 to the public will outweigh the interim harm to the defendant. (See *People v. Uber Technologies,*
15 *Inc.* (2020) 56 Cal.App.5th 266, 283-284.) To rebut this presumption, the City must show that the
16 issuance of the preliminary injunction would cause it grave or irreparable harm. (See *id.* at p.
17 284.) Second, even if the Court weighs the relative interim harms, Petitioners would still be
18 entitled to a preliminary injunction.

19 **A. Petitioners May Pursue Injunctive Relief in the Enforcement of the State’s** 20 **Housing Laws, and Thus Harm to the Public Presumably Outweighs Harm** 21 **to the City**

22 Section 65585 of the Government Code vests Petitioners with the authority of enforcing the
23 HAA and the Housing Crisis Act. (§ 65585, subd. (j)(1), (5).) In enforcing these statutes or any of
24 the State’s housing laws, Petitioners “may seek all remedies available under law including those
25 set forth in this section.” (*Id.*, subd. (n).) That necessarily includes injunctive relief. (See Code
26 Civ. Proc., § 527.) Section 65585 thus expressly authorizes Petitioners to obtain injunctions in the
27 enforcement of the State’s housing laws. Because Petitioners have a reasonable likelihood of
28 prevailing on the merits, harm to the public will presumably outweigh harm to the City. (See
Uber, supra, 56 Cal.App.5th at pp. 283-284.)

1 The City might argue that Petitioners cannot establish a presumption of public harm. This
2 argument is without merit. Because the Legislature specifically authorized Petitioners to enforce
3 the State’s housing laws, it means the Legislature considers violations of those laws to be
4 inherently harmful to the public. (See *Uber, supra*, 56 Cal.App.5th at p. 286.) These statutes are
5 fundamentally consumer protection laws, as they seek to create a healthier housing market while
6 fighting the crisis-level housing shortage, which harms renters and homebuyers alike. (See Health
7 & Saf. Code, §§ 50001, subd. (c), 50003, subd. (c); see also § 65589.5, subds. (a), (b).) To violate
8 these statutes is to impose inherent harms on the public. (See Evid. Code, § 669.5, subd. (a).)

9 Preventing these new housing opportunities has a presumptively adverse effect on the entire
10 region. (*Ibid.*; see *Associated Home Builders etc., Inc. v. City of Livermore* (1976) 18 Cal.3d 582,
11 609 [setting forth the constitutional requirement that locally-imposed restrictions on housing bear
12 a real and substantial relationship to the welfare of the region affected].) To overcome that
13 presumption, the City must show that its policies are necessary to protect the health, safety, and
14 welfare of its residents. (Evid. Code, § 669.5, subd. (b).) Yet the City’s principal justification for
15 imposing a ban on SB 9 and ADU development is the preservation of its outdated land use
16 policies for their own sake. (See Struhar Decl., ¶ 2, Ex. A.) The City will not be able to overcome
17 the presumption that the Action Item will undermine the welfare of the entire region. (See Evid.
18 Code, § 669.5, subd. (b).)

19 **B. A Preliminary Injunction Will Not Irreparably Harm the City**

20 As there can be no doubt that the City’s actions violate the State’s housing laws, the harm
21 to the public from the absence of a preliminary injunction presumably outweighs the harm to the
22 City for the issuance of one. To rebut this presumption, the City must show that a preliminary
23 injunction will cause it grave or irreparable harm. (See *Uber, supra*, 56 Cal.App.5th at p. 284.)

24 The City cannot make this showing. A “party suffers no grave or irreparable harm by being
25 prohibited from violating the law.” (*Id.* at p. 306.) Here, the proposed preliminary injunction
26 would only require the City to comply with SB 9, the ADU law, and the HAA. The proposed
27 preliminary injunction thus only seeks to prohibit the City from violating these laws. As a matter
28

1 of law, the City cannot show any grave or irreparable harm from the issuance of the preliminary
2 injunction. (See *ibid.*) That means a preliminary injunction must issue. (See *ibid.*)

3 Regardless, the balance of interim harms favors issuing a preliminary injunction. The City
4 will not incur serious hardship from the implementation of SB 9 or the ADU law. With respect to
5 SB 9, the City claims that it has not received any SB 9 applications. (Struhar Decl., ¶ 6, Ex. F.) If
6 it did, that would help the City. Ministerial duplex development would contribute to meeting the
7 City’s fair share of their regional housing need for all income levels. As it stands, it remains
8 woefully behind in meeting that goal. (*Id.*, ¶ 15, Ex. N.) Its residents would further benefit from
9 the increase in new, likely more affordable, housing opportunities in the City. (See Health & Saf.
10 Code, § 50001, subd. (c).)

11 The City has also benefitted from the ADU law. The City permitted sixty ADUs in 2021.
12 (*Id.*, ¶ 13, Ex. M.) Fifteen of those ADUs were for very low-income households, twenty-six for
13 low-income households, and seventeen for moderate-income households. (*Ibid.*) Only two were
14 for above moderate-income households. (*Ibid.*) That means that over 96 percent of the ADUs the
15 City permitted in 2021 contributed toward its lower-income regional housing need allocation.
16 (*Ibid.*) Moreover, the City’s permitted ADUs for very low- and low-income households account
17 for all low-income housing development in the City in 2019, 2020, and 2021, which shows how
18 critical ADU development has been for the City. (*Ibid.*)

19 The ADU law has clearly helped the City make steps toward meeting its fair share of the
20 regional housing need for all income levels. It also means that the ADU law has created more
21 affordable housing opportunities in the City, which is badly in need of such opportunities. Barring
22 ADU development clearly harms the public by thwarting the development of low-income housing
23 in the City. Barring SB 9 development would have a similar pernicious effect, given that state
24 laws empowering homeowners to provide new housing opportunities have led to more affordable
25 housing opportunities in the City.

26 Ultimately, the balance of harms does not favor the City here because the Action Item
27 harms the City. The City, like the rest of the State, needs more housing opportunities. Providing
28 those opportunities helps foster economic inclusivity and ultimately helps the City’s residents by

1 creating a more competitive and equitable housing market. (See Health & Saf. Code, § 50001,
2 subd. (c) [“A healthy housing market is one in which the residents of this state have a choice of
3 housing opportunities and one in which the housing consumer may effectively choose within the
4 free marketplace.”].) The housing shortage, moreover, harms everyone, including the City’s
5 residents. (*Id.*, § 50003, subd. (c) [“The shortage of decent, safe, and sanitary housing is inimical
6 to the safety, health, and welfare of the residents of the state and sound growth of its
7 communities.”].) As the City is ultimately harming itself with the Action Item, the balance of
8 harms weighs in favor of issuing a preliminary injunction.

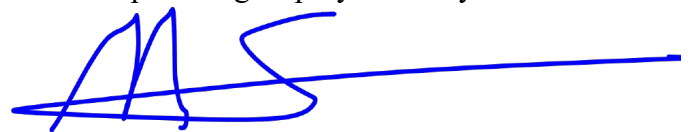
9 **CONCLUSION**

10 State housing laws do not work unless cities like Huntington Beach act in good faith in
11 applying them. The City, instead, is outwardly defying state laws at the expense of its own
12 residents, especially low- to middle-income households desperately in need of housing security,
13 and homeowners ready to submit permit applications. Petitioners respectfully request that the
14 Court grant the motion and issue a preliminary injunction as outlined in the proposed order.

15 Dated: March 15, 2023

16 Respectfully submitted,

17 ROB BONTA
18 Attorney General of California
19 DANIEL A. OLIVAS
20 Senior Assistant Attorney General
21 DAVID PAI
22 Supervising Deputy Attorney General



23 MATTHEW T. STRUHAR
24 Deputy Attorney General
25 *Attorneys for Petitioners and Plaintiffs, the
26 People of California ex rel. Rob Bonta,
27 Attorney General, and the California
28 Department of Housing and Community
Development*

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DECLARATION OF SERVICE BY OVERNIGHT COURIER

Case Name: **The People of California ex rel. Rob Bonta v. City of Huntington Beach**

No.: **30-2023-01312235-CU-WM-CJC**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 1300 I Street, Suite 125, P.O. Box 944255, Sacramento, CA 94244-2550.

On March 15, 2023, I served the attached **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR A PRELIMINARY INJUNCTION** by placing a true copy thereof enclosed in a sealed envelope with **Federal Express ("FedEx")**, addressed as follows:

Michael E. Gates, City Attorney
Office of the City Attorney
City of Huntington Beach
2000 Main St., Fourth Floor
Huntington Beach, CA 92648
Email: Michael.Gates@surfcity-hb.org

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on March 15, 2023, at Sacramento, California.

Leticia Aguirre

Declarant



Signature