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*Attorneys for Petitioners and Plaintiffs People
of California ex rel. Rob Bonta, and the California
Department of Housing and Community
Development*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

**PEOPLE OF THE STATE OF
CALIFORNIA; CALIFORNIA
DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT,**

Petitioner and Plaintiff,

v.

**CITY OF LA HABRA HEIGHTS; CITY
COUNCIL OF THE CITY OF LA HABRA
HEIGHTS; AND DOES 1-50,**

Respondent and Defendant,

Case No.
**STIPULATION FOR ENTRY OF
JUDGMENT**

1 Petitioners and Plaintiffs, PEOPLE OF THE STATE OF CALIFORNIA, acting by and
2 through ROB BONTA, Attorney General of the State of California, and the CALIFORNIA
3 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, and Respondents and
4 Defendants CITY OF LA HABRA HEIGHTS and THE CITY COUNCIL OF THE CITY OF LA
5 HABRA HEIGHTS (collectively, the "Parties"), hereby stipulate as follows:

6 1. Upon the Court's approval, the Proposed Stipulated Final Judgment and Order
7 ("Judgment"), a true and correct copy of which is attached to this Stipulation for Entry of Judgment
8 ("Stipulation"), may be entered in this matter.

9 2. The terms of this Stipulation shall be governed by the laws of the State of California.

10 3. The Parties in this matter agree that this Court has jurisdiction over the subject matter
11 hereof, and over the parties themselves, and that venue is proper before this Court.

12 4. The Parties have agreed to resolve the allegations contained in the Petition for Writ of
13 Mandate and Complaint for Declaratory Relief ("Petition") initiating this action by entering into
14 this Stipulation.

15 5. The Parties have stipulated and consented to the entry of the Judgment without the
16 taking of proof and without trial or adjudication of any fact or law herein.

17 6. The Parties may seek approval and signature of the Judgment, based on this Stipulation,
18 during the court's *ex parte* calendar or on any other *ex parte* basis, with notice to counsel for the
19 City of La Habra Heights ("City").

20 7. The Parties hereby waive their right to appeal from the Judgment, except insofar as
21 permitted under the Judgment, and that the Parties agree that this Court shall retain jurisdiction for
22 the purpose of enforcing the terms of the Judgment.

23 8. To the extent there is any conflict between the terms of this Stipulation and the terms
24 of the Judgment, the Judgment shall control.

25 9. The City will accept notice of entry of judgment entered in this action by delivery of
26 such notice to its counsel of record, and agree that service of notice of entry of judgment will be
27 deemed personal service upon it for all purposes regardless of the manner in which it is delivered.

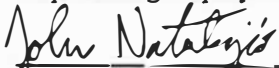
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1 10. The individuals signing this Stipulation represent that they have been authorized by the
2 party they represent to sign this Stipulation.

3 11. The Stipulation may be executed in counterparts, and a digital signature in PDF format
4 shall be deemed to be, and shall have the same force and effect as, an original signature.

5
6 Dated: October 31, 2024

Respectfully submitted,
ROB BONTA
Attorney General of California
DAVID PAI
Supervising Deputy Attorney General


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9 
10 _____
11 JOHN M. NATALIZIO
12 Deputy Attorney General
13 *Attorneys for Petitioners and Plaintiffs*
14 *People of California rel. Rob Bonta, and*
15 *the California Department of Housing and*
16 *Community Development*

17
18 Dated: October 31, 2024

CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY
DEVELOPMENT


DAVID ZISSER
Assistant Deputy Director


19 Dated: October 29, 2024

CITY OF LA HABRA HEIGHTS AND
THE CITY COUNCIL OF THE CITY OF
LA HABRA HEIGHTS


Rafferty Wooldridge
City Manager

22 Approved as to form for the City,

23 Dated: October 29, 2024

RUTAN & TUCKER LLP


Todd Litfin
Attorneys for Respondents and Defendants
City of La Habra Heights and City Council
of the City of La Habra Heights

28

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7 *Attorneys for Petitioners and Plaintiffs People*
of California ex rel. Rob Bonta, and the California
8 *Department of Housing and Community*
Development
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES
12

13 **PEOPLE OF THE STATE OF**
14 **CALIFORNIA; CALIFORNIA**
15 **DEPARTMENT OF HOUSING AND**
COMMUNITY DEVELOPMENT,

16 Petitioner and Plaintiff,

17 v.

18 **CITY OF LA HABRA HEIGHTS; CITY**
19 **COUNCIL OF THE CITY OF LA HABRA**
20 **HEIGHTS; AND DOES 1-50,**

21 Respondent and Defendant,
22
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Case No.

**[PROPOSED] STIPULATED FINAL
JUDGMENT AND ORDER**

1 Petitioners and Plaintiffs, PEOPLE OF THE STATE OF CALIFORNIA, acting by and
2 through ROB BONTA, Attorney General of the State of California, and the CALIFORNIA
3 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, and Respondents and
4 Defendants CITY OF LA HABRA HEIGHTS and THE CITY COUNCIL OF THE CITY OF LA
5 HABRA HEIGHTS (collectively, the “Parties”), having stipulated to the entry of this Final
6 Judgment and Order (“Judgment”) without the taking of proof and without trial or adjudication of
7 any fact or law herein, and with all Parties having waived the right to appeal; and the Court having
8 considered the pleadings and good cause appearing:

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

10 **PARTIES**

11 1. Petitioners/Plaintiffs, the PEOPLE OF THE STATE OF CALIFORNIA, by and
12 through its Attorney General, ROB BONTA, and the DEPARTMENT OF HOUSING AND
13 COMMUNITY DEVELOPMENT (“HCD”) (collectively, “the State”) are charged with the
14 enforcement of, among other things, the “Housing Element Law.”¹

15 2. Respondent/Defendant CITY OF LA HABRA HEIGHTS is a political subdivision of
16 the State of California, and Respondent/Defendant CITY COUNCIL OF THE CITY OF LA
17 HABRA HEIGHTS is the executive and legislative body of the City of La Habra Heights
18 (collectively, “the City”). The City is a local governmental agency charged with regulating and
19 controlling land use and development within the City’s boundaries, including but not limited to
20 complying with all applicable provisions of state law, such as the Housing Element Law.

21 **DESCRIPTION OF ACTION**

22 3. The Housing Element Law required the City to adopt a housing element to the City’s
23 General Plan that substantially complied with the Housing Element Law by October 15, 2021, for
24 the 2021-2029 Planning Period (also known as the Sixth Cycle). Gov. Code §§ 65302, 65580 *et*
25 *seq.*

26 4. The City failed to meet the October 15, 2021 deadline. To date, the City has not adopted
27 a compliant Housing Element.

28 ¹ Unless specified otherwise, all further statutory references are to the Government Code.

1 **DEFINITIONS**

2 The following definition shall be used in construing the Judgment:

3 13. “EFFECTIVE DATE” means the date on which a copy of the Judgment, duly executed
4 by the Parties, is approved by and becomes a Judgment/Order of the Court. Should certain terms
5 below precede the Effective Date, the parties agree to be bound by those terms as conditions prior
6 to entry of this Judgment.

7 **THE PARTIES’ OBLIGATIONS**

8 14. **Acknowledgement of Housing Element Deadline.** The City acknowledges that its
9 deadline to adopt a revised Housing Element for the Sixth Cycle 2021-2029 Planning Period was
10 October 15, 2021.

11 15. **City Action to Achieve Compliance with State Law.** To rectify the delay, the City
12 shall adopt a revised Housing Element no later than July 7, 2025, for the Sixth Cycle 2021-2029
13 planning period that substantially complies with Housing Element Law, as determined by HCD.

14 16. **Further Agreed-Upon City Actions to Achieve Compliance with State Law.** All
15 parties to this term sheet agree that the City shall take the following required actions to complete
16 and adopt its Sixth Cycle Housing Element Revision:

- 17 a. The City shall comply with all applicable environmental laws throughout this process.
18 b. No later than November 8, 2024, the City shall conduct public outreach as described in
19 Paragraph 17, below.
20 c. No later than November 8, 2024, the City shall release a draft Housing Element (“Draft
21 Housing Element”) for a 30-day public review. The City shall concurrently provide a
22 courtesy copy to HCD. If any comments are received during that 30-day period, the
23 City shall take 10 business days [December 9 – December 19, 2024] to consider and
24 incorporate public comments into the Draft Housing Element, as required by
25 Government Code section 65585, sub. (b)(1).
26 d. No later than January 13, 2025, the City Council shall hold a duly noticed public
27 hearing to consider the Draft Housing Element.
28

- 1 e. No later than January 27, 2025, the City shall submit the Draft Housing Element
2 (revised, as necessary, in response to public comment) to HCD for review.
- 3 f. During HCD’s review of the Draft Housing Element, City staff shall commence work
4 on implementing actions needed to effectuate the Housing Element, including but not
5 limited to general plan amendments, zoning ordinance amendments, and
6 environmental analysis.
- 7 g. HCD shall issue its written findings on the Draft Housing Element to the City no later
8 than March 13, 2025.
- 9 h. No later than April 7, 2025, the City shall release a revised Draft Housing Element
10 (“Revised Draft Housing Element”) for a 7-day public review. The City shall
11 concurrently provide a courtesy copy to HCD.
- 12 i. No later than April 14, 2025, the City Council shall hold a duly noticed public hearing
13 to consider the Revised Draft Housing Element.
- 14 j. No later than April 28, 2025, the City shall submit the Revised Draft Housing Element
15 (revised, as necessary, in response to public comment) to HCD.
- 16 k. During HCD’s review of the Revised Draft Housing Element, City staff shall continue
17 work on implementing actions needed to effectuate the Revised Draft Housing
18 Element, including but not limited to general plan amendments, zoning ordinance
19 amendments, and environmental analysis.
- 20 l. HCD shall issue its written findings on the Revised Draft Housing Element no later
21 than June 12, 2025.
- 22 m. The City’s Planning Commission shall hold a duly noticed public hearing to consider
23 the Sixth Cycle Housing Element and any general plan amendments, zoning ordinance
24 amendments, and environmental analysis no later than June 24, 2025.
- 25 n. No later than July 7, 2025, the City Council shall hold a duly noticed public hearing to
26 adopt the Sixth Cycle Housing Element (“Adopted Housing Element”) and any
27 associated general plan amendments and environmental analysis, and introduce for first
28 reading any zoning ordinance amendments.

- 1 o. No later than July 8, 2025, the City shall submit the Adopted Housing Element and
2 copies of any associated general plan amendments and zoning ordinance amendments
3 to HCD.
- 4 p. No later than July 14, 2025, the City Council shall conduct a second reading of and
5 adopt any zoning ordinance amendments.
- 6 q. No later than July 15, 2025, and consistent with Government Code section
7 65588(e)(4)(C)(iii) (which prohibits any finding of substantial compliance with
8 Housing Element Law until the City completes all required rezoning), the City shall
9 submit to HCD its adopted rezoning ordinance completing the required rezoning for
10 adequate sites during the Sixth Cycle 2021-2029 Planning Period under Government
11 Code sections 65583(c)(1)(A) and 65583.2(h) and (i).

12 **17. Sixth Cycle Housing Element Revision and Public Participation.** The City shall
13 comply with all statutory requirements with regard to its public participation efforts including
14 provisions to make a diligent effort to reach all economic segments of the community pursuant to
15 Government Code section 65583(c)(9) and public noticing pursuant to Government Code section
16 65585(b)(1). Nothing in this section precludes HCD from receiving and/or considering public
17 comments as required pursuant to Government Code section 65585(c).

18 **18. Technical Assistance from HCD.** HCD shall provide the City with technical
19 assistance with its Sixth Cycle Housing Element Revision as follows:

- 20 a. HCD staff will commit to at least 2.5 hours per month in technical assistance
21 telephone calls with the City. In connection with these technical assistance
22 telephone calls, the City agrees to make good faith, reasonable progress on the
23 housing element revision process between these calls.
- 24 b. In order to ensure efficiency in the technical assistance provided by HCD during
25 the housing element review process, the City agrees to make all revisions and
26 edits to its Housing Element in track changes, or to devise some other method of
27 highlighting all revisions and edits to the Housing Element, such that HCD can
28 quickly identify and review the City's revisions and edits.

1 c. In order to allow the City to make timely and efficient revisions to its Housing
2 Element in response to HCD comments, HCD agrees to provide its formal written
3 findings in response to the City’s Draft Housing Element and Revised Draft
4 Housing Element by the dates set forth in Paragraph 16, above. Each formal
5 written findings letter will consist of a single set of consolidated comments that
6 identify specific deficiencies in the City’s draft housing element and that explains
7 why these sections are deficient and what specific analysis or text HCD expects
8 the City to provide to remedy the deficiency. HCD will provide the City with
9 informal technical assistance, including sample language from other certified
10 housing elements, as applicable, under separate cover from its formal written
11 findings letters. Moreover, HCD agrees to make its best effort to ensure that each
12 written findings letter is exhaustive at the time of its submission, meaning that it
13 will attempt not to identify comments for the first time in subsequent reviews that
14 it could have raised in earlier reviews but did not identify, for whatever reason.
15 This provision does not preclude HCD from identifying new comments on
16 subsequent reviews based on information not provided by the City.

17 d. To the extent that HCD is unable to meet its specific deadlines set forth herein,
18 the deadlines for the City’s performance herein shall be extended to account for
19 delays attributable to HCD’s failure to meet a specific deadline.

20 **19. Agreed Upon Extension to Housing Element Timeline.** In the event that HCD’s
21 formal findings as called for by Paragraph 16 request that the City make further changes to the
22 housing element before it can be certified by HCD and if the City has complied with all deadlines
23 in Paragraph 16, then the Parties may execute an amendment to this judgment extending the
24 deadlines in Paragraph 16.

25 **20. Compliance with No Net Loss.** The City shall maintain sites sufficient to
26 accommodate its Regional Housing Needs Allocation throughout the Sixth Cycle planning period
27 consistent with Government Code section 65863.
28

1 27, below, the State may file an order to show cause on an *ex parte* basis with the Court. Following
2 a hearing on the matter and upon a finding by the Court that the City failed to comply with any of
3 the terms in the Judgment, the Court shall elect any or all provision(s) set forth under Government
4 Code section 65755, sub. (a) (or any other remedy available at law), as remedies for the City's
5 violation(s). The Court's elected remedy may modify the remedies in Government Code section
6 65755 so as to ensure compliance with housing element law and to maximize the City's ability to
7 meet its RHNA for the current cycle, with a particular emphasis on meeting its low- and very low-
8 income RHNA. Should the City continue to fail to comply with any of the terms of this Judgment
9 within a reasonable period following a court order pursuant to this Paragraph, the State may then
10 file a renewed order to show cause seeking any additional remedy under Government Code section
11 65755, and any other remedy available at law.

12 **26. Statutory Penalty Pursuant to Government Code section 65585.** In the event that
13 the City does not adopt a Sixth Cycle Housing Element that HCD or the Court finds substantially
14 complies with the law within 12 months of the Effective Date of this Judgment, the State may file
15 an order to show cause on an *ex parte* basis with the Court. After a status conference and upon a
16 finding that the City failed to comply with this Judgment, the statutory penalties under Government
17 Code section 65585(l)(1) shall apply. The parties agree that the terms of Government Code section
18 65585(m) shall apply here. The City agrees that nothing that has occurred before the signatory date
19 shall constitute the sole basis for any claim for mitigation under Government Code section
20 65585(m). Continued failure by the City to bring its Sixth Cycle Housing Element into substantial
21 compliance with the Housing Element Law will entitle the State to pursue further penalties in
22 accordance with Government Code section 65585(l).

23 **27. Opportunity to Cure.** Prior to enforcing this Judgment, the State shall provide written
24 notice identifying the terms with which the City has failed to comply. The State shall allow a
25 reasonable time to cure of 15 business days after the City's receipt of written notice before seeking
26 enforcement of the Judgment. To the extent the City must call a special session of its governing
27 bodies (including the City Council) to timely cure any failure to comply with the Judgment, the
28 City shall call such special session.

1 Judgment for enforcement of compliance herewith, and for the punishment of violations hereof, if
2 any.

3 44. All notices shall be provided in writing to the following email and overnight mail.

4 For the City:

5 Rafferty Wooldridge
6 1245 N. Hacienda Road
7 La Habra Heights, CA 90631
8 wooldridge@lhhcity.org

9 Todd Litfin
10 Rutan & Tucker, LLP
11 18575 Jamboree Road. 9th Floor
12 Irvine, CA 92612
13 TLitfin@rutan.com

14 For the State:

15 David Pai
16 California Department of Justice, Office of the Attorney General
17 1515 Clay Street, Fl. 20
18 Oakland, CA 94612
19 David.Pai@doj.ca.gov

20 John M. Natalizio
21 California Department of Justice, Office of the Attorney General
22 300 S. Spring Street, Ste. 1702
23 Los Angeles, CA 90013
24 John.Natalizio@doj.ca.gov

25 45. The Clerk is ordered to enter this Judgment forthwith.

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APPROVAL BY COURT

APPROVED FOR FILING and SO ORDERED this _____ day of _____,
2024.

Judge of the Superior Court