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

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

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13 **THE PEOPLE OF CALIFORNIA EX REL.**
14 **ROB BONTA, AND THE CALIFORNIA**
15 **DEPARTMENT OF HOUSING AND**
16 **COMMUNITY DEVELOPMENT,**

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19 Petitioners and Plaintiffs,

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18 **CITY OF ARTESIA,**

19 Respondents and Defendants.

Case No.

**STIPULATION FOR ENTRY OF
JUDGMENT**

1 Petitioners PEOPLE OF THE STATE OF CALIFORNIA, acting by and through ROB
2 BONTA, Attorney General of the State of California, and the CALIFORNIA DEPARTMENT
3 OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) (collectively, the “State”), and
4 Respondents CITY OF ARTESIA (the “City”), hereby stipulate as follows:

5 1. Upon the Court’s approval, the proposed Stipulated Final Judgment and Order
6 (“Judgment”), a true and correct copy of which is attached to this Stipulation for Entry of
7 Judgment (“Stipulation”), may be entered in this matter.

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

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

11 4. The parties have agreed to resolve the allegations contained in the Petition for Writ of
12 Mandate and Complaint for Declaratory Relief (the “Petition”) initiating this action by entering
13 into this Stipulation. Although the City has consented to judgment, it does not necessarily agree to
14 each and every allegation in the Petition.

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, without the Judgment
17 constituting evidence, a finding, or an adjudication of any facts, claims, or issues of law as
18 alleged in the Petition on file herein, and without the City admitting any liability regarding
19 allegations of violations that allegedly occurred prior to the entry of Judgment.

20 6. The parties may seek approval and signature, based on this Stipulation, during the
21 court’s ex parte calendar or on any other ex parte basis, with notice to counsel for the City.

22 7. The parties hereby waive their right to appeal from the Judgment, except insofar as
23 permitted under the Judgment, and that the parties agree that the court shall retain jurisdiction for
24 the purposes of enforcing the terms of the Judgment.

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

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

4 10. The individuals signing this Stipulation represent that they have been authorized by
5 the parties they represent to sign this Stipulation.

6 11. The Stipulation and Judgment may be executed in counterparts, and a digital
7 signature in pdf format shall be deemed to be, and shall have the same force and effect as, an
8 original signature.

9
10 Dated: September 9, 2025

Respectfully submitted,

11 ROB BONTA
12 Attorney General of California
13 DAVID PAI
Supervising Deputy Attorney General

14 

15
16 THOMAS P. KINZINGER
17 Deputy Attorney General
18 California Department of Justice
19 *Attorneys for Petitioners People of*
California ex rel. Rob Bonta, and the
California Department of Housing and
Community Development

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CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY
DEVELOPMENT



DAVID ZISSER
*Assistant Deputy Director
California Department of Housing and
Community Development*

Dated: August 28, 2025

Dated: August 27, 2025


CITY OF ARTESIA



ABEL AVALOS
City Manager

Dated: August 27, 2025

BEST BEST & KRIEGER LLP



HONGDAO NGUYEN
*City Attorney, City of Artesia
Attorney for Respondent City of Artesia*

Attachment 1

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2 DAVID PAI
Supervising Deputy Attorney General
3 THOMAS KINZINGER
Deputy Attorney General
4 State Bar No. 323889
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Housing and Community Development

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11 COUNTY OF LOS ANGELES

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13 **THE PEOPLE OF CALIFORNIA EX REL.**
14 **ROB BONTA, AND THE CALIFORNIA**
15 **DEPARTMENT OF HOUSING AND**
16 **COMMUNITY DEVELOPMENT,**

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Case No.

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

Respondents and Defendants.

Petitioners PEOPLE OF THE STATE OF CALIFORNIA, acting by and through ROB BONTA, Attorney General of the State of California, and the CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) (collectively, the “State”), and Respondents CITY OF ARTESIA (the “City”; the City and State are sometimes individually referred to as “Party” or collectively as “Parties”), having stipulated to the entry of this Final Judgment and Order (“Judgment”) without the taking of proof and without trial or adjudication of any fact or law herein, and with all Parties having waived the right to appeal; and the Court having considered the pleadings and good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

DESCRIPTION OF ACTION

1. The Housing Element Law required the City to adopt a housing element to the City's General Plan that substantially complied with the Housing Element Law's terms for the 2021-2029 Planning Period (also known as the Sixth Cycle). (Gov. Code, § 65580 et seq.)¹

2. The City failed to meet the deadline to adopt a Sixth Cycle Housing Element that substantially complied with state law. To date, the City has not adopted a compliant Housing Element.

3. Any housing element adopted by the City must substantially comply with specific statutory requirements, including ensuring that the City’s planning, programs, and ordinances do not unduly constrain or impede its obligation to meet its Regional Housing Needs Allocation (“RHNA”).

4. This Judgment is entered to fully resolve the claims and allegations brought by the State. The State alleges that the City violated the Housing Element Law by failing to perform its statutory duty to timely adopt a legally compliant housing element to its General Plan, in substantial compliance with California laws governing a local jurisdiction's obligations to do so, for the 2021-2029 planning period. This Judgment is entered to fully resolve the claims and allegations made by the State.

¹ All statutory references are to the California Government Code unless otherwise specified.

5. The Parties agree, solely for purposes of entry of this Judgment, that this Court has jurisdiction of the subject matter hereof and over the Parties, venue is proper in this County, and this Court has jurisdiction to enter this Judgment.

6. This Judgment is made without trial or adjudication of any issue of fact or law. The Parties voluntarily enter into this Judgment in order to avoid the time, expense, and uncertainty of litigation.

7. The Parties agree to resolve all claims and allegations pertaining to this action through this Judgment

8. The Court declares that the City has not timely adopted a sixth cycle housing element update and its housing element is therefore not currently in substantial compliance with state law.

APPLICABILITY

9. All provisions of this Judgment shall be binding upon, and apply to the Parties, including their agents acting within the scope of their agency as well as its successors and assigns with respect to the conduct described in this Judgment.

10. The City has and will maintain the full power and authority to undertake the duties and obligations set forth in this Judgment.

11. The City shall use reasonable efforts to notify its City Councilmembers, elected officials, officers, directors, employees, and agents responsible for carrying out and effecting the terms of this Judgment and the requirements therein.

12. If a separate entity is established or reorganized so that its functions include overseeing or otherwise reviewing the operations of the City or any aspect thereof, the City agrees to ensure these functions and entities are consistent with the terms of this Judgment and will incorporate the terms of this Judgment into the oversight or review functions of the entity as necessary to ensure consistency.

DEFINITIONS

The following definition shall be used in construing the Judgment:

13. “Effective Date” means the date on which a copy of the Judgment, duly executed by the Parties, is approved by and becomes a Judgment/Order of the Court. Should certain terms

1 below precede the Effective Date, the parties agree to be bound by those terms as conditions prior
2 to entry of this Judgment.

3 THE CITY'S OBLIGATIONS

4 14. Adoption of a Housing Element Revision Found to be Substantially Compliant by
5 HCD. In order to achieve substantial compliance with the Housing Element Law, the City shall
6 adopt a revised housing element ("Housing Element") no later than February 2, 2026, for the
7 Sixth Cycle 2021-2029 planning period that substantially complies with state housing element
8 law, as determined in good faith by HCD in accordance with Section 65585. The City shall
9 submit its adopted Housing Element to HCD for HCD's certification as set forth in Paragraph 15,
10 below. The Parties acknowledge that HCD certification will, consistent with Government Code
11 section 65588(e)(4)(C) (which prohibits any finding of substantial compliance with Housing
12 Element Law until the City completes all required rezoning), not be final until after the City
13 adopts its Housing Element and zoning ordinance amendments; the City transmits the adopted
14 documents to HCD; and HCD finds the adopted Housing Element substantially compliant.

15 15. Milestones and/or Conditions to Ensure Adoption of a Compliant Housing Element
16 by February 2, 2026. The Parties agree that the City shall take the following required actions to
17 complete and adopt its Sixth Cycle Housing Element:

- 18 a. On or about May 13, 2025, the City will publish its revised Draft Housing Element
19 on the City's website for public review and comment.
- 20 b. On or about May 20, 2025, the City will conduct public outreach to publicize the
21 draft housing element soliciting written and verbal feedback from members of the
22 public, and holding "Housing Element Office Hours" at City Hall and via Zoom,
23 or other video conferencing software.
- 24 c. On or about June 9, 2025, the City Council will hold a duly noticed public meeting
25 to consider the revised Draft Housing Element and provide direction on any
26 changes to incorporate prior to submitting the revised Draft Housing Element to
27 HCD.

- d. The City shall submit a revised Draft Housing Element to HCD for review prior to June 13, 2025.
- e. HCD shall return its formal written findings to the City no later than August 1, 2025. No later than August 5, 2025, City staff and HCD representatives will meet by video conference for at least one hour to review HCD's comments.
- f. No later than September 22, 2025, the City will release a second revised Draft Housing Element for a 7-day public review. The City shall concurrently provide a courtesy copy of the second revised Draft Housing Element to HCD.
- g. No later than October 8, 2025, the City will submit the second revised Draft Housing Element to HCD.
- h. During HCD's review of the revised Draft Housing Element, City staff will commence work on implementing actions needed to effectuate the Housing Element, including General Plan Amendments, Zoning Ordinance Amendments and Zoning Changes.
- i. HCD shall return its formal written findings to the City no later than November 21, 2025. No later than December 1, 2025, City staff and HCD representatives will meet by video conference for at least one hour to review HCD's comments.
- j. Throughout the process the City will comply with all applicable environmental laws.
- k. No later than January 20, 2026, the City's Planning Commission will hold a duly noticed public hearing to consider the Sixth Cycle Housing Element.
- l. No later than February 2, 2026, the City Council will hold a duly noticed public hearing to readopt the Sixth Cycle Housing Element and introduce any associated General Plan Amendments, Zoning Ordinance Amendments, and Zoning Changes for their first reading.
- m. No later than February 13, 2026, the City Council conduct a second reading of, and adopt, General Plan Amendments, the Zoning Ordinance Amendments and Zoning Changes.

- 1 n. No later than February 18, 2026, the City will submit the adopted Housing
2 Element and adopted Zoning Ordinance Amendments and Zoning Changes to
3 HCD.
- 4 o. HCD shall return its formal written findings to the City no later than April 6, 2026.
- 5 p. No later than April 21, 2026, and consistent with Government Code section
6 65588(e)(4)(C)(iii), the City shall submit to HCD its adopted rezoning ordinance.
- 7 q. Each deadline in Paragraph 14 and this Paragraph 15 shall be extended pursuant to
8 the terms of Paragraph 17 & 18 below.

9 16. Sixth Cycle Housing Element Revision and the City Public Participation

10 Requirement. The City shall comply with all statutory requirements with regard to its public
11 participation efforts including provisions to make a diligent effort to reach all economic segments
12 of the community pursuant to Government Code section 65583(c)(9) and public noticing pursuant
13 to Government Code section 65585(b)(1). The Parties agree that the public participation efforts
14 described in Paragraph 15 satisfy the City's statutory requirements regarding public participation.
15 Nothing in this provision precludes HCD from receiving and/or considering public comments as
16 required pursuant to Government Code section 65585(c).

17 **ADDITIONAL PROVISIONS**

18 17. 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, with additional time provided as capacity permits. In
22 connection with these technical assistance telephone calls, the City agrees to make
23 good faith, reasonable progress on the housing element revision process between
24 these calls.
- 25 b. In order to ensure efficiency in the technical assistance provided by HCD during
26 the housing element review process, the City agrees to make all revisions and edits
27 to its housing element in track changes, or to devise some other method of
28

1 highlighting all revisions and edits to the housing element, such that HCD can
2 quickly identify and review the City's revisions and edits.

3 c. In order to allow the City to make timely and efficient revisions to its housing
4 element in response to HCD comments, HCD agrees to provide its formal written
5 findings in response to the City's revised and second revised draft Housing
6 Element by August 1, 2025, and November 21, 2025, respectively. Each formal
7 written findings letter will consist of a single set of consolidated comments that
8 identify specific deficiencies in the City's draft housing element and that explains
9 why these sections are deficient and what specific analysis or text HCD expects
10 the City to provide to remedy the deficiency. HCD will provide the City with
11 informal technical assistance, including sample language from other certified
12 housing elements, as applicable, under separate cover from its formal written
13 findings letters. Moreover, HCD agrees that each written findings letter shall be
14 exhaustive at the time of their submission, meaning that it will not identify
15 comments for the first time in subsequent reviews that it could have raised in
16 earlier reviews but did not identify, for whatever reason. This provision does not
17 preclude HCD from identifying new comments on subsequent reviews based on
18 information not previously available to HCD in its prior review. This information
19 includes, but is not limited to, third party comments, revisions to the housing
20 element, and information from the City itself.

21 d. To the extent that HCD is unable to meet its specific deadlines set forth in
22 Paragraphs 15 or 17, the deadlines for the City's performance in Paragraphs 14
23 and 15 shall be extended to account for delays attributable to HCD's failure to
24 meet a specific deadline.

25 18. Agreed Upon Extension to Housing Element Timeline. In the event that HCD's
26 formal findings as called for by Paragraph 15, subdivision (i) request that the City make further
27 changes to the housing element before it can be certified by HCD and if the City has complied
28 with all deadlines in Paragraph 15 prior to the deadline in subdivision (i), then the Parties may

1 execute an amendment to this judgment extending the deadlines in Paragraph 15 subdivisions (k)
2 through (o) by 60 days.

3 19. Compliance with No Net Loss. The City shall maintain sites sufficient to
4 accommodate Regional Housing Needs Allocation throughout the Sixth Cycle planning period
5 consistent with Government Code section 65863.

6 20. Compliance with Duty to Affirmatively Further Fair Housing. The City shall
7 administer its programs and activities relating to housing and community development in a
8 manner to affirmatively further fair housing, and to take no action that is materially inconsistent
9 with its obligation to affirmatively further fair housing, consistent with Government Code section
10 8899.50.

11 21. Consistent with Government Code section 65759, the City shall be exempt from
12 compliance with CEQA in connection with all of the actions it is required to undertake pursuant
13 to the preceding paragraphs, if it complies with the requirements of Section 65759, including an
14 environmental assessment.

15 22. Because the City has not had an adopted sixth cycle housing element starting on
16 October 15, 2021, the City shall not use the provisions in subdivision (d)(1) or (d)(5) of
17 Government Code Section 65589.5 to disapprove a housing development project that qualifies for
18 approval under those provisions—that is, a housing development project under section 65589.5,
19 subdivision (h)(2) with housing for lower income households, mixed-income households, or
20 moderate-income households under section 65589.5, subdivision (h)(3)—or to condition the
21 approval of such a project in a manner that renders it infeasible for development for the use of
22 very low, low-, or moderate-income households, or an emergency shelter, including through the
23 use of design review standards.

24 **ENFORCEMENT OF JUDGMENT AND REMEDIES**

25 23. Opportunity to Cure. Prior to enforcing this Judgment, the State shall provide written
26 notice identifying the terms with which the City has failed to comply. The State shall allow a
27 reasonable time to cure of at least 15 business days after the City's receipt of written notice before
28 seeking enforcement of the Judgment. To the extent the City must call a special session of its

1 governing bodies (including the City Council) to timely cure any failure to comply with the
2 Judgment, the City shall call such special session.

3 24. Statutory Penalty Pursuant to Government Code section 65009.1. The civil penalties
4 set forth in Government Code section 65009.1, subdivision (a) shall be assessed on the City
5 beginning from January 1, 2025. These penalties shall be assessed at the statutory minimum of
6 \$10,000 per month for all months through and including February 2026, that is, the month the
7 City attains the final deadline set forth in Paragraph 14. These civil penalties shall be held in
8 abeyance unless and until the City fails to attain any of the deadlines set forth in Paragraph 15 and
9 fails to cure any missed deadline after the cure period in Paragraph 23 expires. For each
10 successive month after February 2026 in which the City fails to comply with the terms of this
11 Judgment, the Court shall modify this judgment pursuant to Government Code section 65009.1,
12 subdivision (d)(2). If the City successfully satisfies the terms of the Judgment, the City will not
13 be liable for fines under section 65009.1.

14 25. Remedies Upon Violation. Immediately upon the City's failure to comply with any of
15 the terms of the Judgment, following notice and an opportunity to cure as provided in Paragraph
16 23, the State may file an order to show cause on an ex parte basis with the Court, in compliance
17 with applicable court rules and procedures, including proper notice to the City. After a hearing on
18 the matter and upon a finding by the Court that the City has substantially failed to comply with
19 any of the terms in the Judgment, the Court shall elect one or more of the provision(s) set forth
20 under Government Code section 65755, subdivision (a), as remedies for the City's violation(s),
21 until the City has substantially complied. The Court's elected remedy may modify the remedies in
22 Government Code section 65755 so as to ensure compliance with housing element law and to
23 maximize the City's ability to meet its RHNA for the current cycle, with a particular emphasis on
24 meeting its low- and very low-income RHNA.

25 26. Additional Remedies Upon Wrongful Denial or Imposition of Conditions on Housing
26 Development Projects. In the event the City is found by a court of competent jurisdiction to have
27 wrongfully denied or imposed improper conditions on any housing development projects as
28 defined under section 65589.5, subdivision (h)(2) before satisfying the Judgment, the Court shall

1 immediately impose the fine set forth under Government Code section 65589.5, subdivision
2 (k)(1)(B), and shall escalate those penalties pursuant to subdivisions (k)(1)(C) and (l), until the
3 City has complied with the terms of the Judgment.

4 27. Statutory Penalty Pursuant to Government Code section 65585. In the event that the
5 City does not adopt a Sixth Cycle Housing Element that HCD or the Court determines
6 substantially complies with the law within 12 months of entry of this Judgment and after the
7 Court conducts the required status conference and makes the findings required, the statutory
8 penalties under Government Code section 65585, subdivision (l)(1), shall apply. The parties
9 agree that the terms of Government Code section 65585(m) shall apply here. The City agrees that
10 nothing that has occurred before the entry into force of this Judgment shall constitute the sole
11 basis for any claim for mitigation under subdivision (m) of Section 65585. Continued failure by
12 the City to bring its Sixth Cycle Housing Element into substantial compliance with the Housing
13 Element Law will entitle the State to pursue further penalties in accordance with subdivision (l)
14 of Section 65585.

15 28. In the event the City disagrees with HCD's findings on a draft housing element, the
16 City may adopt the draft housing element so long as it makes the findings, which would be
17 subject to judicial review in any action brought by HCD (including an action to enforce this
18 Judgment), required under Government Code section 65585(f)(2). Additionally, nothing in this
19 Judgment shall be construed to preclude the City from seeking a judicial determination on
20 whether the City's housing element substantially complies with the Housing Element Law in the
21 event that HCD, pursuant to Government Code section 65585(h), does not find the adopted
22 housing element substantially compliant with the Housing Element Law. If the City seeks a
23 judicial determination on whether the City's housing element substantially complies with the
24 Housing Element Law, the City may file a motion staying enforcement of this judgment. The
25 State reserves the right to oppose such a request on any basis.

26 **SATISFACTION OF JUDGMENT AND RELEASE**

27 29. Execution of this Judgment shall constitute full and final resolution of all disputes
28 related to this action, as to all parties and all claims that could have been brought herein.

30. Nothing in this Judgment shall be construed to limit the authority or ability of the Attorney General to assert its right to protect the interests of the State of California or the people of the State of California. This Judgment shall not bar the Attorney General or HCD from investigating and enforcing laws, regulations, or rules against the City for conduct not covered by this Judgment. Further, nothing in this Judgment precludes or affects the Attorney General's right to determine and ensure compliance with this Judgment.

31. This Judgment shall be deemed satisfied once all obligations under the provisions of this Judgment are fulfilled. Once the City has adopted its certified housing element as well as any required zoning amendments, and once the housing element and any zoning amendments are certified by HCD, then this stipulated judgment will expire effective the date that HCD finds that the housing element is in substantial compliance with state law.

32. With the exception of the provisions on enforcement and remedies set forth in this Judgment, this Judgment releases and forever discharges any civil claim for damages, costs, attorneys' fees, or penalties of any kind against the City by HCD and the People related to the City's failure to timely adopt its updated housing element for the Sixth Cycle 2021-2029 Planning Period.

33. The Attorney General representing both the People and HCD in this action executes this release in his, her, or their official capacity and releases only claims belonging to the Attorney General and HCD.

34. The State shall bear their own fees and costs, and the City shall bear its own fees and costs with respect to any claims against the State.

35. This Judgment may be enforced only by the Parties hereto.

MISCELLANEOUS PROVISIONS

36. Nothing in this Judgment shall be construed as relieving the City of the obligation to comply with all local, state, and federal laws, regulations, or rules.

37. If any portion of this Judgment is held invalid by operation of law, the remaining terms of this Judgment shall not be affected and shall remain in full force and effect.

38. The terms of this Judgment shall be governed by the laws of the State of California.

1 39. This Judgment contains the complete agreement entered into by the Attorney General,
2 HCD, and the City related to the conduct at issue in the action. No promises, representations, or
3 warranties other than those set forth in this Judgment have been made by the Attorney General,
4 HCD, or by the City. This Judgment supersedes all prior communications, discussions, or
5 understandings regarding the City's alleged conduct.

6 40. The Judgment may be modified by a stipulation of the Parties as approved by the
7 Court, or by court proceedings resulting in a modified judgment of the Court. Any failure by any
8 party to this Judgment to insist upon the strict performance by any other party of any of the
9 provisions of this Judgment shall not be deemed a waiver of any of the provisions of this
10 Judgment, and such party, notwithstanding such failure, shall have the right thereafter to insist
11 upon the specific performance of any and all of the provisions of this Judgment.

12 41. The use of headings in this Judgment is only for ease of reference, and the headings
13 have no legal effect and are not to be considered part of this Judgment.

14 42. Jurisdiction is retained by the Court, under Code of Civil Procedure section 664.6, for
15 the purpose of enabling any party to the Judgment to apply to the Court at any time for such
16 further orders and directions as may be necessary or appropriate for the construction or carrying
17 out of this Judgment for enforcement of compliance herewith, and for the punishment of
18 violations hereof, if any.

19 43. The Parties agree and represent that any persons signing a stipulation for entry of this
20 Judgment are authorized by proper authorities to execute such stipulation on their behalf.

21 44. This Judgment may be executed in counterparts, and a facsimile or digital signature in
22 pdf format shall be deemed to be, and shall have the same force and effect as, an original
23 signature.

24 45. All notices shall be provided in writing to the following via email and overnight mail.
25 For the City:

26 Abel Avalos, City Manager
27 City of Artesia
28 18747 Clarkdale Ave.
 Artesia, CA 90701

HongDao Nguyen
Alexander M. Brand
Best Best & Krieger LLP
300 South Grand Ave., 25th Fl.
Los Angeles, CA 90071

For the State:

David Pai
California Department of Justice, Office of the Attorney General
1515 Clay Street, Fl. 20
Oakland, CA 94612

Any Party may update its designee or address by sending written notice to the other Party informing them of the change.

46. The Clerk is ordered to enter this Judgment forthwith.

APPROVAL BY COURT

APPROVED FOR FILING and SO ORDERED this _____ day of _____,
2025.

Hon. _____
Judge of the Superior Court