

FILED
Superior Court Of California
County Of Los Angeles

APR 23 2018



By Shantal Luquecho, Deputy
Shantal Luquecho

Superior Court of California
County of Los Angeles
Department 32

COUNTY OF LOS ANGELES,
Plaintiff,

v.

8400 S. VERMONT AVENUE, L.P., *et al.*,
Defendants.

Case No.: BC686141

Hearing Date: April 23, 2018

[TENTATIVE] ORDER RE:

- (1) DEMURRER TO COMPLAINT;
- (2) MOTION FOR ORDER FOR PREJUDGMENT POSSESSION

BACKGROUND

On December 8, 2017, Plaintiff County of Los Angeles filed a complaint in eminent domain to acquire the fee simple titles in sixteen (16) parcels of land located on the 8400 and 8500 blocks of South Vermont Avenue ("Property"). (Compl. ¶ 2.) Plaintiff seeks title to the parcels for the construction and operation of the Vermont and Manchester Transit Priority Joint Development Project ("Project"). (Id.) The Project is planned to include, "a 6-story mixed use affordable housing and community serving/commercial retail component, a transit plaza/bus transfer center, a public open space, a 6-story public charter college preparatory boarding school serving middle school and/or high school students, and a 4.5-level parking structure." (Id. ¶ 26.)

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1 Defendants 8400 S. Vermont Avenue, L.P., 8300 S. Vermont Avenue, L.P., Sasson
2 Lerner, LLC, 8400 S. Vermont Avenue LLC, Vermont Development LLC, 8528 South Vermont
3 Avenue LLC, and Vermont Entertainment Village, LLC (collectively referred to here as
4 “Defendants”) are the owners of the sixteen parcels of land.

5
6 Defendants demur to Plaintiff’s complaint on the grounds that Plaintiff cannot establish a
7 cause of action against Defendants because (1) Plaintiff did not comply with Government Code §
8 7267.2; (2) the Resolution of Necessity does not contain the requisite CEQA findings; and (3)
9 Plaintiff does not cite authority in support of their right to take. Defendants also demur on the
10 grounds that Plaintiff’s complaint is uncertain.

11
12 **(1) DEMURRER TO PLAINTIFF’S COMPLAINT IN EMINENT DOMAIN**

13
14 **REQUEST FOR JUDICIAL NOTICE**

15 Defendants request the court take judicial notice of twenty-eight (28) “facts” pursuant to
16 Evid. Code §§ 452(b), (g) and (h) and Evid. Code. § 453. Defendant does not request the court
17 take judicial notice of the documents attached. Defendants’ requests for judicial notice nos. 1, 2
18 3, 5, 8, 12, 18, 27 and 28 are GRANTED. Defendants’ requests for judicial notice nos. 4, 6, 7, 9,
19 10-17, and 19-26 are DENIED. Plaintiffs’ evidentiary objections are OVERRULED.

20
21 The court may only take judicial notice of the existence of documents not the truth of the
22 matters asserted therein or the proper interpretation of the document. (*Herrera v. Deutsche Bank*
23 *National Trust Co.* (2011) 196 Cal.App.4th 1366, 1375.) Further, in opposition, Plaintiff asserts
24 that many of the facts are disputed. This means that court takes judicial notice of the fact that the
25 Offer Letter states that the full value of the property is \$12,637,000.00, this does not mean that
the actual full value of the property is \$12,637,000.00.

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1 Plaintiffs' request for judicial notice of Exhibits A-K is GRANTED. As discussed above,
2 however, the court takes judicial notice of the existence of documents not the truth of the matters
3 asserted therein. (*Herrera, supra.*) Defendants' evidentiary objections are OVERRULED.
4

5 The court further notes that a "court cannot by means of judicial notice convert a
6 demurrer into an incomplete evidentiary hearing in which the demurring party can present
7 documentary evidence and the opposing party is bound by what that evidence appears to show."
8 (*Fremont Indemnity Co. v. Fremont General Corp.* (2007) 148 Cal.App.4th 97, 115.) Here,
9 Defendants repeatedly refer to "undisputed facts," etc. The court will not analyze Defendants'
10 demurrer as a motion for summary judgment or evidentiary hearing.
11

12 DISCUSSION

13
14 A demurrer challenges only the legal sufficiency of the complaint, not the truth of its
15 factual allegations or the plaintiff's ability to prove those allegations. (*Picton v. Anderson Union*
16 *High Sch. Dist.* (1996) 50 Cal. App. 4th 726, 732.) The court must treat as true all of the
17 complaint's material factual allegations, but not contentions, deductions or conclusions of fact or
18 law. (*Id.* at 732–33.) The complaint is to be construed liberally to determine whether a cause of
19 action has been stated. (*Id.* at 733.)

20 CCP section 430.10(f) provides that a pleading is uncertain if it is ambiguous and
21 unintelligible. (See Code Civ. Proc., § 430.10(f).) "A demurrer for uncertainty is strictly
22 construed, even where a complaint is in some respects uncertain, because ambiguities can be
23 clarified under modern discovery procedures." (*Khoury v. Maly's of California, Inc.* (1993) 14
24 Cal.App.4th 612, 616.) "A demurrer for uncertainty will be sustained only where the complaint
25 is so bad that defendant *cannot reasonably respond*—i.e., he or she cannot reasonably determine
what issues must be admitted or denied, or what counts or claims are directed against him or
her." (Weil & Brown, *Civil Procedure Before Trial* (The Rutter Group) § 7:85 (emphasis in

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1
2 (3) A reference to the statute that authorizes the plaintiff to acquire the
3 property by eminent domain. Specification of the statutory authority
4 may be in the alternative and may be inconsistent.

5 Plaintiff's complaint alleges that the Property will be used for the operation and
6 construction of the Project. The Project is planned to include, "a 6-story mixed use affordable
7 housing and community serving/commercial retail component, a transit plaza/bus transfer center,
8 a public open space, a 6-story public charter college preparatory boarding school serving middle
9 school and/or high school students, and a 4.5-level parking structure." (Compl. ¶ 26.) Plaintiff
10 alleges that the spaces will "serve as public amenities for the surrounding community." (Id. at
11 28.)

12 Plaintiff alleges that On December 5, 2017, the Los Angeles County Board of
13 Supervisors "adopted a Resolution of Necessity Authorizing Plaintiff to acquire the property by
14 eminent domain." (Compl. ¶ 33; Exh. D.) CCP § 1245.250(a) provides, "a resolution of necessity
15 adopted by the governing body of the public entity pursuant to this article conclusively
16 establishes the matters referred to in Section 1240.030." CCP § 1240.030 establishes the
17 requirements of eminent domain.

18 Lastly, Plaintiff alleges that "Plaintiff County is also vested by law with the authority to
19 exercise the power of eminent domain pursuant to Government Code Sections 25350.5, 25351,
20 25351.3, and 25373; Public Resources Code Section 5157; Health and Safety Code Sections
21 33030-33037, inclusive, 33070, 33071, 34201, 34312, 34315, and 34325; Code of Civil
22 Procedure Sections 1230.010-1273.050, inclusive, and particularly Sections 1240.510 and
23 1240.610; and Article I, Section 19 of the California Constitution." (Compl. ¶ 1.)

24
25
1. Government Code § 7267.2 Offer

Defendants argue that Plaintiff cannot maintain the eminent domain action because
Plaintiff has failed to comply with Gov't Code § 7267.2.

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1 CCP § 1245.220 provides, “[a] public entity may not commence an eminent domain
2 proceeding until its governing body has adopted a resolution of necessity that meets the
3 requirements of this article.” CCP § 1245.230(c)(4) requires that the resolution of necessity
4 include “[a] declaration that the governing body of the public entity has found... [t]hat either the
5 offer required by Section 7267.2 of the Government Code has been made to the owner or owners
6 of record, or the offer has not been made because the owner cannot be located with reasonable
7 diligence.” Gov’t Code § 7267.2(a)(1) governs just compensation and provides, in relevant part,
8 “[p]rior to adopting a resolution of necessity pursuant to Section 1245.230 of the Code of Civil
9 Procedure and initiating negotiations for the acquisition of real property, the public entity shall
10 establish an amount that it believes to be just compensation therefor, and shall make an offer to
11 the owner or owners of record to acquire the property for the full amount so established....”
12

13
14 Defendants argue that Plaintiff’s offer was not for the “full amount so established” and
15 that it was a “collective offer” that could not have been accepted by the individual owners.
16 Defendants’ assert that the offer stated that \$12,637,000.00 was the full amount of just
17 compensation, but that Plaintiff only offered \$11,786,800.00. However, as discussed above, the
18 court cannot take judicial notice of the truth of matters asserted in Defendants’ Exh. 6. Further,
19 in opposition, Plaintiff disputes this fact and asserts that the \$12,637,000.00 was a typo and
20 contradicted multiple times in the offer letter. As discussed previously, the court must treat the
21 allegations in the complaint as true. (*Picton, supra* 50 Cal. App. 4th at 732-33.) Here, Plaintiff’s
22 complaint alleges that “the offers, as required by California Government Code § 7267.2, have
23 not been accepted.” (Compl. ¶ 34(E); Exh. D, “the offers required by 7267.2 of the Government
24 Code have been made to the respective owners of the property.”)
25

Defendants’ argument that the offer could not have been accepted as a “collective offer”
lacks merit. Even ignoring the fact that the court cannot consider Defendants’ extrinsic evidence,
Defendants provide no authority in support of this contention. Defendants provide one case that

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1 merely stands for the proposition that an offer that cannot be accepted is not an offer. (*Ladas v.*
2 *California State Automobile Assn.* (1993) 19 Cal.App.4th 761, 770.) This is insufficient to show
3 that Plaintiff's offer to purchase the property was invalid. Further, the offer requirement is
4 governed by statute and not by general common law contract principals.
5

6 Lastly, Defendants assert that the CRA/LA offer is not code compliant because
7 Defendant Vermont Development, LLC was the owner of record of this property at the time of
8 the hearing. Defendants provide no authority that Plaintiff would need to make another offer to
9 Defendant Vermont Development LLC after the properties were bought from CRA/LA.

10 Based on the foregoing, Defendants' demurrer cannot be sustained on the grounds that
11 Plaintiff failed to comply with Government Code § 7267.2.
12

13 2. CEQA Compliance

14 Defendants argue that Plaintiff has failed to comply with the California Environmental
15 Quality Act ("CEQA"). Defendant contends that Plaintiff's failure to comply with CEQA prior
16 to the adoption of the resolution of necessity precludes the instant action. (See *Burbank-*
17 *Glendale-Pasadena Airport Authority v. Hensler* (1991) 233 Cal.App.3d 577, 591-596; see also
18 *City of San Jose v. Great Oaks Water Co.* (1987) 192 Cal.App.3d 1005, 1017.)
19

20 Plaintiff's complaint alleges that the Project was found statutorily exempt under CEQA in
21 accordance with Public Resources Code §§ 21155 and 21155.1. (Compl. ¶ 34(A); Exh. D.)
22 Public Resources Code § 21155.1 provides, "[i]f the legislative body finds, after conducting a
23 public hearing, that a transit priority project meets all of the requirements of subdivisions (a) and
24 (b) and one of the requirements of subdivision (c), the transit priority project is declared to be a
25 sustainable communities project and shall be exempt from this division."
26

27 Defendants argue that Plaintiff's Resolution of Necessity must allege each finding of fact
28 of the legislative body found under Public Resources Code § 21155.1. (i.e. "the site of the transit
29

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1 priority project does not contain wetlands or riparian areas and does not have significant value as
2 a wildlife habitat, and the transit priority project does not harm any species protected by the
3 federal Endangered Species Act of 1973.” (Public Resources Code § 21155.1(a)(2)(A).)

4 Defendants provide cases that generally discuss the requirements of administrative findings. (See
5 *Topanga Assn. for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506;
6 *Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376.)
7 None of the cases cited by Defendants, however, discuss the pleading requirements of CEQA
8 compliance in the context of eminent domain. Further, there has been no finding by a court that
9 Plaintiffs have, in fact, violated CEQA and Defendants have cited no authority that would allow
10 this court to make such a determination on demurrer. Accordingly, Defendants’ demurrer cannot
11 be sustained on this basis.
12

13 3. Plaintiff’s Authority to Take

14 Defendants argue that Plaintiff has not cited authority of its right to take the Property in
15 the Complaint.
16

17 First, Defendants argue that if Plaintiff lacks authority to condemn, then this court lacks
18 jurisdiction to hear the instant action. Defendants cite *Harden v. Superior Court of Alameda*
19 *County* (1955) 44 Cal.2d 630 in support of this argument. *Harden* held that the court lacked
20 jurisdiction to hear an eminent domain case where the government entity sought to condemn
21 property outside of its corporate limits. (*Id.* at 637-38.) This case is clearly distinguishable from
22 the facts at hand. Plaintiff is not attempting to condemn property without the county limits.
23

24 Defendants also argue that Plaintiffs do not have authority to acquire property for a
25 charter school. This argument lacks merit. Defendants cite *San Jose Unified School District v.*
Santa Clara County Office of Education (2017) 7 Cal.App.5th 967. *San Jose* arises out of the
issuance of zoning exemptions. It does not relate to eminent domain actions.

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1 In addition, Defendants argue that the statutes cited by Plaintiff in the complaint do not
2 provide Plaintiff with the authority to take the Property for the proposed uses. Defendant
3 addresses every statute cited by Plaintiffs and argues that they do not apply. The court need not
4 discuss these arguments as Plaintiff cites Government Code § 25350.5. Government Code §
5 25350.5 provides, “[t]he board of supervisors of any county may acquire by eminent domain any
6 property necessary to carry out any of the powers or functions of the county.” Defendants
7 summarily assert that the proposed Project is not “necessary to carry out the work of the county
8 government” but provide no analysis in support of this assertion. Further, CCP § 1250.310(d)(e)
9 provides that the complaint must contain reference to statutory authority but “specification of the
10 statutory authority may be in the alternative and may be inconsistent.” Based on the foregoing,
11 Defendants’ demurrer cannot be sustained on this basis.
12

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15 4. Uncertainty

16 Defendants also contend that Plaintiff’s complaint is uncertain per CCP § 430.10(f). This
17 argument lacks merit for the reasons discussed above. Plaintiff’s complaint is “sufficiently clear
18 to apprise the defendant of the issues which he is to meet.” (*People, supra* 18 Cal.2d at 882.)
19

20 **CONCLUSION**

21 Based on the foregoing, Defendant’s demurrer to Plaintiff’s complaint is OVERRULED.
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1 (B) The plaintiff has deposited pursuant to Article 1 (commencing with Section 1255.010) an
2 amount that satisfies the requirements of that article; (C) There is an overriding need for the
3 plaintiff to possess the property prior to the issuance of final judgment in the case, and the
4 plaintiff will suffer a substantial hardship if the application for possession is denied or limited;
5 (D) The hardship that the plaintiff will suffer if possession is denied or limited outweighs any
6 hardship on the defendant or occupant that would be caused by the granting of the order of
7 possession.” (CCP § 1255.410(d)(2).)

8
9 “It should be noted that the determination of the plaintiff’s right to take the property by
10 eminent domain is preliminary only. The granting of an order for possession does not prejudice
11 the defendant’s right to demur to the complaint or to contest the taking.” (Legislative Committee
12 Comments to CCP §1255.410.)

13
14 Defendants have opposed Plaintiff’s motion for order for prejudgment possession and as
15 such, CCP § 1255.410(d)(2) governs.

16
17 **A. Plaintiff’s Right to Take**

18 Plaintiff asserts that it is entitled to take the Property by eminent domain. Plaintiff relies
19 on the Resolution of Necessity. As noted previously, The Los Angeles County Board of
20 Supervisors adopted the Resolution of Necessity on December 5, 2017, declaring that the public
21 interest and necessity require the acquisition of the Property. (Chang Decl. ¶ 4, Exh. B.) CCP §
22 1245.250(a) provides, “a resolution of necessity adopted by the governing body of the public
23 entity pursuant to this article conclusively establishes the matters referred to in Section
24 1240.030.” CCP § 1240.030 establishes the requirements of eminent domain.

25
In opposition, Defendants assert Plaintiff is not entitled to take the property because it has
failed to comply with Government Code § 7267.2 and with the California Environmental Quality
Act (“CEQA”). Defendants also argue that Plaintiff does not have statutory authority to take the

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1 property, Plaintiff failed to comply with other statutory obligations, and that the Resolution of
2 Necessity was affected by gross abuse of discretion.
3

4
5 1. Government Code § 7267.2

6 Defendants argue that Plaintiff is not entitled to take the Property because it has failed to
7 comply with Gov't Code § 7267.2. Defendants assert that Plaintiff did not make an offer for the
8 full amount of the Property, the offer was not made to the owners of record and that the
9 “collective offer” could not be accepted. As discussed previously, with respect to Defendants’
10 demurrer, Defendants have provided no authority that Plaintiff’s offer is invalid. Defendants
11 merely state that compliance with Gov’t Code § 7267.2 is a prerequisite to a Resolution of
12 Necessity and therefore a complaint in eminent domain. This is insufficient to overcome CCP §
13 1245.250(a).
14

15
16 2. CEQA Compliance

17 Defendants also argue that Plaintiff is not entitled to take the property because it has not
18 complied with CEQA. The Resolution of Necessity states that Plaintiff is exempt from CEQA
19 under Public Resource Code §§ 21155 and 21155.1. (Chang Decl. ¶ 4, Exh. B.) Defendants
20 argue that because the County Board of Supervisors did not state that Plaintiff complied with
21 each subdivision of Public Resource Code § 21155.1 in its Resolution of Necessity, Plaintiff has
22 not complied with CEQA. Defendants assert that Plaintiff’s “complaint demonstrates a *prima*
23 *facie* violation of CEQA.” Defendants provide no support for this assertion, but merely state the
24 statutory requirements for exemption. This does not mean that Plaintiff must allege compliance
25 with each subdivision or even that the County Board must state these findings.

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1 3. Authority to Condemn

2 Defendants assert that Plaintiff does not have the authority to condemn. The court is
3 unpersuaded by this assertion. Gov't Code § 25350.5 provides, “[t]he board of supervisors of any
4 county may acquire by eminent domain any property necessary to carry out any of the powers or
5 functions of the county.” Defendants assert that the Project does not carry out the powers or
6 functions of the County, but the authorities cited by Defendants are either irrelevant or wholly
7 inapplicable. For example, Defendants assert that Plaintiff cannot acquire property through
8 eminent domain for the purpose of constructing a charter school. In support of this, Defendants
9 cite *San Jose Unified School District v. Santa Clara County Office of Education* (2017) 7
10 Cal.App.5th 967. *San Jose* arises out of the issuance of zoning exemptions. It does not relate to
11 eminent domain actions.
12

13 Defendants have not established that Plaintiff does not have authority to condemn under
14 Gov't Code § 25350.5. Further, the court need not discuss the merits of Defendants other
15 arguments as the other statutory authority cited by Plaintiffs is in the alternative, which is
16 permissible under CCP § 1250.310(d)(e).
17

18
19 4. Education Code § 17211 and Government Code § 25351

20 Defendants argue that Plaintiff has failed to comply with Education Code § 17211.
21 Education Code § 17211 provides, in relevant part, “[p]rior to commencing the acquisition of
22 real property for a new schoolsite or an addition to an existing schoolsite, the governing board of
23 a school district shall evaluate the property at a public hearing using the site selection standards
24 established by the State Department of Education pursuant to subdivision (b) of Section 17251.”
25 This statute applies to the governing boards of school districts. Defendants have provided no
 relevant authority for the assertion that it should apply to the Plaintiff County.

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1 Defendants' argument that Plaintiff failed to comply with Gov't Code § 25351 is also
2 unmeritorious. Gov't Code § 25351 requires the County give notice to the city 60 days prior to
3 "going to bid" or entering into a lease. Defendants assert that because Plaintiff did not state
4 compliance with this code in their Resolution of Necessity or other supporting documents,
5 Plaintiff cannot proceed in eminent domain. Defendants cite no authority for this contention
6 other than the statute itself. This is insufficient to show that Plaintiff did not actually comply
7 with this statute and/or that compliance with this statute is a prerequisite to eminent domain
8 proceedings.
9

10
11 5. Abuse of Discretion

12 Defendant argues that the Resolution of Necessity was "affected by gross abuse of
13 discretion by the governing body" per CCP § 1245.255(b). Defendant asserts that Plaintiff had a
14 pre-commitment to the taking of the property before the hearing. The fact that Plaintiff wanted to
15 acquire the property before the hearing does not establish that the hearing was a sham hearing or
16 an abuse of discretion. Further, Defendants do not provide any evidence or analysis that the
17 content of the hearing or procedures of the hearing establish that the board abused its discretion.
18

19 Based on the foregoing, the court finds that at this preliminary stage, Plaintiff has the
20 right to take the Property through eminent domain and therefore meets the requirement of CCP §
21 1255.410(d)(2)(A). As discussed previously, CCP § 1245.250(a) provides, "a resolution of
22 necessity adopted by the governing body of the public entity pursuant to this article conclusively
23 establishes the matters referred to in Section 1240.030." CCP § 1240.030 establishes the
24 requirements of eminent domain. Here, Plaintiff has provided a Resolution of Necessity of the
25 taking of the Property. Defendants have not persuaded this court to overcome the conclusion of
CCP § 1245.250(a).

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1 **B. Plaintiff's Deposit**

2 Plaintiff made a deposit of probable compensation in the sum of \$15,700,800.00 with the
3 State Treasury on December 13, 2017 per CCP §§ 1255.410 and 1255.010. Plaintiff filed a
4 notice of deposit with this court on January 22, 2108. The sum of \$15,700,800.00 is based on the
5 appraisal performed by Frances Wolfe Mason of Mason & Mason.
6

7 Defendants argue that this deposit is not compliant with CCP § 1255.010 because when
8 the appraisal was performed, Defendants did not own all sixteen parcels. Defendants provide no
9 evidence that the value of the sixteen parcels, as owned by Defendants, is more than when the
10 thirteen parcels were owned by Defendants and three parcels were owned by CRA/LA. Further,
11 Defendants provide no authority that would require the Plaintiff to re-appraise the property.
12

13 The court finds that Plaintiff has complied with CCP §§ 1255.410, 1255.010 and
14 1255.410(d)(2)(B).
15

16 **C. Overriding Need**

17 Plaintiff asserts that there is an overriding need to take prejudgment possession of the
18 property. Firstly, Plaintiff contends that possession is needed to for developers to apply for
19 funding through the County Development Commission's Notice of Funding Availability in the
20 Fall of 2018. (King-Hiehland Decl. ¶¶ 3-6.) If Plaintiff is forced to wait until a judgment to
21 obtain possession, the Project will be set back years. Secondly, Plaintiff asserts that early
22 possession is necessary to begin work on the transit career technical education center at the
23 Property. Plaintiff claims that 39% of the Los Angeles County Metropolitan Transit Authority
24 ("LACMTA") employees will be eligible for retirement in the next two and a half years.
25 (Washington Decl. ¶ 4.) Accordingly, there is an urgent need to train and recruit new LACMTA
employees. Thirdly, Plaintiff asserts that there is an urgent need to address the County's
affordable housing crisis. Plaintiff also argues that the Property has attracted various nuisances

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1 that have plagued the local community for years. (Chang Decl. ¶ 5.) Lastly, Plaintiff need access
2 to the Property to prepare a Soil Management Plan. (King-Viehland Decl. ¶ 8.)
3

4 In opposition, Defendants assert that Plaintiff has not shown that there would be any
5 hardship or increased cost if the Project was delayed. Defendants further argue that third-party
6 impacts do not establish hardship for Plaintiff and that the affordable housing crisis will exist
7 with or without this project. Lastly, Defendants contend that the soil testing could be done
8 through a limited right of entry rather than full possession. The court is unpersuaded by
9 Defendants' arguments.

10 Plaintiff's need to fund the Project, train and recruit new LACMTA employees and
11 address the affordable housing crisis is sufficient to show an overriding need. 1255.410(d)(2)(C).
12

13
14
15 **D. Hardship**

16 Defendants argue that they will suffer extreme hardship if Plaintiff is granted
17 prejudgment possession. Defendants assert that they will lose entitlements on the property that
18 represent over 1000 hours of time and \$1,000,000.00 in investment. (Decl. Duenas ¶ 13.)

19 Defendants also claim that they will not be able to refinance loans on other properties that were
20 encumbered to finance their planned development of the subject Property. (Id.)

21 Plaintiff argues that the land is currently vacant so Defendants will not lose rents.
22 Plaintiff asserts that the land has sat vacant for years and has repeatedly been cited for code
23 violations.

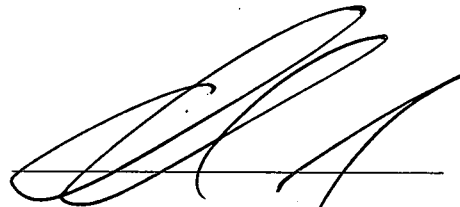
24 The court finds that Plaintiff's needs override any hardship suffered by Defendants.
25 Defendants will not lose rents and Defendants have idly sat on the project without development
for years. Plaintiff has complied 1255.410(d)(2)(D).

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CONCLUSION

Based on the foregoing, Plaintiff's motion for an order of prejudgment possession is GRANTED. The Court will sign the order proposed by Plaintiff. Plaintiff is ordered to give notice of that order.

DATED: April 23, 2018



Honorable Daniel S. Murphy
Judge, Los Angeles Superior Court

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