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14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

16 ARROYO VISTA TENANTS
ASSOCIATION, RHENAE KEYES,
17 ANDRES ARROYO, DARLENE BROWN,
ELISE VEAL

18 Petitioners/Plaintiffs,

19 vs.

20 CITY OF DUBLIN; DUBLIN HOUSING
21 AUTHORITY; HOUSING AUTHORITY OF
ALAMEDA COUNTY; and DOES 1 through
22 20, inclusive,

23 Respondents/Defendants.

24 SCS DEVELOPMENT COMPANY, dba
Citation Homes Central, a California
25 Corporation; EDEN HOUSING, INC., a
California Nonprofit, and DOES 21 through
26 50,

27 Real Parties in Interest.
28

CASE NO. C 07-05794 MHP

**SECOND AMENDED COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF AND VERIFIED PETITION FOR
WRIT OF MANDATE**

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I. INTRODUCTORY STATEMENT

1. This is an action brought against the City of Dublin, California, the Dublin Housing Authority, and the Housing Authority of the County of Alameda (collectively, Defendants), by Arroyo Vista Tenants Association, Rhenae Keyes, Darlene Brown, Andres Arroyo, and Elise Veal (collectively, Plaintiffs). Plaintiffs are a residents' association and individual low-income public housing tenants of a 150-unit public housing complex located at 6700 Dougherty Road in Dublin, California known as Arroyo Vista.

2. Defendant Dublin Housing Authority ("DHA") receives a federal subsidy to maintain and provide public housing for these low-income tenants. Prior to entering into an agreement to dispose of or demolish public housing, DHA must secure written approval from the United States Department of Housing and Urban Development ("HUD"). Without HUD approval, Defendants entered into a Disposition and Development Agreement for the Redevelopment of Arroyo Vista ("DDA") with private developers to dispose of the property, relocate Arroyo Vista residents, and demolish all 150 low-income public housing units in favor of a mixed-income development. The new development will consist of 210 market-rate "for-sale" homes, 16 ownership homes that will be affordable to families with incomes of over \$100,000, and approximately 179 rental units that will not address the affordability needs of current residents or the need for housing for families with children, and will greatly diminish the housing available to extremely low and very low income families in Dublin.

3. Without HUD approval of an application for disposition of Arroyo Vista, including approval of a relocation plan and timeline mandated by federal law and the adoption of a relocation plan mandated by state law, defendants implemented the unauthorized DDA to relocate approximately 60 Arroyo Vista households and have pressured Plaintiffs and other residents to seek Section 8 housing vouchers and move out on a compressed time frame, so that defendants can forge ahead with the unauthorized DDA. By circumventing the HUD approval process and their relocation planning obligations, residents of Arroyo Vista, most of whom have extremely low incomes, have been displaced and/or are threatened with permanent displacement from their homes even though HUD may not approve the disposition, residents

1 may never have to move, and are being urged and coerced to move without the requisite notice,
2 advisory services, and relocation benefits mandated by federal and state law that are necessary
3 for residents to make any informed decision as to when, where, and how to move.

4 4. Without HUD approval of an application for disposition or demolition of
5 Arroyo Vista, defendants have refused to re-rent the vacated public housing units, have boarded
6 them up, and have subjected Plaintiffs and remaining residents to blight and hazardous
7 conditions caused by defendants' de facto demolition of Arroyo Vista.

8 5. Racial and ethnic minorities and families with children are each significantly
9 over-represented in Arroyo Vista and DHA's public housing waiting list, but are significantly
10 under-represented in Dublin as a whole. The relocation of Arroyo Vista residents without prior
11 HUD approval of a disposition application, including a relocation plan, timeline and the benefits
12 required under federal law, and without an adequate relocation plan or any relocation approved
13 by the City and HACA, notice, advisory services and relocation benefits mandated by state law
14 has and will have a foreseeable disparate impact on the minority population and families with
15 children, and has and will force the minority population and families with children of Arroyo
16 Vista out of the city.

17 6. Defendants' actions violate their statutory and regulatory duties, including
18 Section 18 of the United States Housing Act of 1937, 42 U.S.C. §1437p (Section 18) and its
19 implementing regulations (24 C.F.R. Part 970); the California Relocation Assistance Act (Govt.
20 C. §§7260 *et seq.*) and state regulations (25 C.C.R. §§ 6000 *et seq.*); the Housing and
21 Community Development Act of 1974, as amended (42 U.S.C. §5301 *et seq.*); Title VIII of the
22 Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*) (the Fair Housing Act); and the California
23 Fair Employment and Housing Act (Cal. Govt. C. §12955 *et seq.*).

24 7. Plaintiffs seek a writ of mandate to set aside the City Council's approval of the
25 DDA for failure to comply with federal laws that govern the disposition and demolition of
26 public housing, the removal of public housing units from the housing stock, and relocation of
27 public housing residents; and a writ of mandate ordering Defendants to comply with state
28 relocation assistance laws that prohibit a public entity's displacement of residents in the absence

1 of a relocation assistance plan that complies with state law and the provision of required
2 notices, advisory services and relocation benefits as approved by the local legislative bodies
3 causing the displacement.

4 8. Plaintiffs seek a judgment declaring that Defendants have violated 42 U.S.C.
5 §1437p and implementing regulations, 42 U.S.C. §5304(d) and implementing regulations, Cal.
6 Govt. C. §7260 and Guidelines, the federal Fair Housing Act (42 U.S.C. §3601 et seq.) and
7 California Fair Employment and Housing Act (Cal. Govt. C. §12955 *et seq.*).

8 9. Plaintiffs are faced with imminent threat of irreparable harm, are without a
9 plain, speedy, and adequate remedy at law, and seek a temporary restraining order and
10 preliminary and permanent injunctions as set forth in the Prayer for Relief.

11 **II. JURISDICTION**

12 10. This Court has jurisdiction over Plaintiffs' claims under 28 U.S.C. §1331,
13 (federal question) and 42 U.S.C. §3613 (fair housing).

14 11. This Court may issue declaratory and injunctive relief pursuant to 28 U.S.C.
15 §§2201 and 2202, 42 U.S.C. §3601 et seq. (fair housing) and Rules 57 and 65 of the Federal
16 Rules of Civil Procedure.

17 12. This Court has supplemental jurisdiction over Plaintiffs' state law claims under
18 28 U.S.C. §1367(a) and 1441(c).

19 **III. VENUE**

20 13. Venue is proper in this district under 28 U.S.C. §1391(b) because the claims
21 arose in Alameda County.

22 **IV. PARTIES**

23 **Plaintiffs**

24 14. Plaintiff ARROYO VISTA TENANTS ASSOCIATION is an unincorporated
25 association of Arroyo Vista tenants. The Arroyo Vista Tenants Association is an
26 unincorporated association comprised of 31 current and former residents of Arroyo Vista, and is
27 located in Alameda County, California. The mission of Arroyo Vista Tenants Association is to
28 preserve Arroyo Vista as affordable public housing in Dublin and to ensure that Arroyo Vista

1 residents both past and present are permitted a voice in the decisions affecting the potential
2 demolition and replacement of their homes, that their housing needs are met, that they are
3 treated equitably and lawfully in the event of any displacement, and that they receive all the
4 relocation assistance to which they are entitled under the law. Members of the association have
5 spent many hours advancing the mission of the organization through oral and written
6 communications with Defendants.

7 15. Plaintiff RHENAE KEYES is a 48-year-old, disabled, African-American
8 woman who currently and at all times relevant herein has been a resident of Arroyo Vista in
9 Alameda County. Ms. Keyes has been a resident of Arroyo Vista for 4 years, and currently
10 shares a four-bedroom unit with her minor daughter. Due to the nature of her disabilities, Ms.
11 Keyes makes frequent visits to her medical providers located in Pleasanton. Ms. Keyes would
12 face undue hardship if forced to move far from her physicians. As a single mother, Ms. Keyes
13 has come to rely on the assistance of other tenants in caring for her daughter. Arroyo Vista
14 provides her family with a safe neighborhood and close proximity to the public school system
15 where her daughter is in seventh grade. Ms. Keyes's household income is very low as defined
16 by California Health and Safety Code §50105. Her sole source of income is Supplemental
17 Security Income and child support, and she currently pays \$549 in rent per month as an Arroyo
18 Vista tenant. She is informed and believes that a comparable four-bedroom house in Dublin
19 rents for at least \$2100-\$2800 per month. Ms. Keyes was informed verbally by DHA and the
20 Housing Authority of Alameda County (HACA) that she will be required to move out of
21 Arroyo Vista by November 2008 because HUD will approve the application. However, in
22 April 2007, Ms. Keyes was urged to immediately apply for the Section 8 Rental Voucher
23 Program because she might lose out on the housing stock if she waits until November 2008.
24 Over 50 households have reportedly vacated, and the boarded up houses are visible to Ms.
25 Keyes and other tenants. Ms. Keyes and other tenants were not included in the decision-making
26 process in a meaningful way, and were only informed after the fact of decisions made by DHA
27 regarding the redevelopment. Ms. Keyes was never advised of her relocation rights and never
28 received a direct informational notice, notice of eligibility, or a 90-day notice. Ms. Keyes

1 wishes to remain at Arroyo Vista because it affords her family stable, affordable and suitable
2 housing. Ms. Keyes particularly likes that the Arroyo Vista tenants are a cohesive, culturally
3 diverse community that she and her daughter consider as family.

4 16. Plaintiff DARLENE BROWN is a 54-year-old, disabled, African-American
5 woman who currently and at all times relevant herein has been a resident of Arroyo Vista in
6 Alameda County. Ms. Brown has been a resident of Arroyo Vista for 17 years. Ms. Brown
7 wishes to remain at Arroyo Vista because it affords her with a stable, affordable and suitable
8 housing. In addition, Arroyo Vista provides her family with a safe neighborhood and close
9 proximity to Livermore where she is a student. Due to the nature of Ms. Brown's disability, she
10 makes frequent visits to her physicians. She would face undue hardship if she was forced to
11 move far from her medical providers. Plaintiff Brown's household income is extremely low as
12 defined by California Health and Safety Code §50106. Her sole source of income is
13 Supplemental Security Income, and she currently pays \$179 in rent per month as an Arroyo
14 Vista tenant. She is informed and believes that a comparable two-bedroom house in the Dublin
15 area rents for approximately \$1900-\$2000 per month or more. Ms. Brown was informed by
16 DHA and HACA that she will be required to move out of Arroyo Vista by November 2008.
17 However, Ms. Brown also was urged to immediately apply for the Section 8 Rental Voucher
18 Program because appropriate housing might not be available for her by November 2008.

19 17. Plaintiff ANDRES ARROYO is a 66-year-old, disabled, Hispanic man who
20 currently and at all times relevant herein has been a resident of Arroyo Vista in Alameda
21 County. Mr. Arroyo has been a resident of Arroyo Vista for 21 years, and currently shares a
22 two-bedroom unit with his 69-year-old wife. Mr. Arroyo wishes to remain at Arroyo Vista with
23 his family because it affords his family stable, affordable and suitable housing. Arroyo Vista
24 provides his family with a safe neighborhood and close proximity to his adult daughter and son
25 and their families who live in Dublin and San Ramon. Due to the nature of Mr. Arroyo's
26 disability and mobility-impairment, Mr. Arroyo makes frequent visits to his medical providers
27 located in Pleasanton. Mr. Arroyo would face undue hardship if he was forced to move far
28 from his physicians. Mr. Arroyo's household income is very low as defined by California

1 Health and Safety Code §50105. His sole source of income is Social Security and he currently
2 pays \$168 in rent per month as an Arroyo Vista tenant. He is informed and believes that a
3 comparable two-bedroom house in the Dublin area rents for approximately \$1900-\$2000 per
4 month or more. Mr. Arroyo has been urged by DHA to move out of Arroyo Vista by November
5 2008 and to apply for the Section 8 Rental Voucher Program.

6 18. Plaintiff ELISE VEAL is a 37-year-old African-American woman who
7 currently and at all times relevant herein has been a resident of Arroyo Vista in Alameda
8 County. Ms. Veal has been a resident of Arroyo Vista for 17 years, and currently shares a four-
9 bedroom unit with her husband, five minor children, and 18-year old daughter. Ms. Veal
10 wishes to remain at Arroyo Vista with her family because it affords her family stable, affordable
11 and suitable housing. In addition, Arroyo Vista provides her family with a safe neighborhood
12 and close proximity to the public school system and day care for her five minor children. Ms.
13 Veal is employed in Pleasanton and participates in local business associations for her career
14 development. She has developed personal and business contacts in the community and would
15 face undue hardship if she was forced to move far from her employment. Ms. Veal's household
16 income is very low as defined by California Health and Safety Code §50105. Her source of
17 income is from employment and she currently pays \$524 in rent per month as an Arroyo Vista
18 tenant. She is informed and believes that a comparable four-bedroom house in Dublin rents for
19 approximately \$2100-\$2800 per month or more. Ms. Veal has been urged by DHA to move out
20 of Arroyo Vista by November 2008 and to apply for the Section 8 Rental Voucher Program. In
21 response to her complaint about vandalism to her car, DHA suggested that she just apply for
22 Section 8 and move out of Arroyo Vista now.

23 **Defendants**

24 19. Defendant CITY OF DUBLIN (the City) is a public governmental entity
25 formed and existing under the general laws of the State of California and is a political
26 subdivision thereof.

27 20. Defendant DUBLIN HOUSING AUTHORITY (DHA) is a corporate and
28 politic public body, created and existing under the Housing Authorities Law (Health & Saf. C.

1 §§34200 et seq.) of the State of California. The DHA is a Public Housing Agency (PHA)
2 within the meaning of 42 U.S.C. §1437 (2007). Arroyo Vista is owned by DHA and is subject
3 to an annual contributions contract with HUD.

4 21. Defendant HOUSING AUTHORITY OF ALAMEDA COUNTY (HACA) is a
5 corporate and politic public body, created and existing under the Housing Authorities Law
6 (Health & Saf. C. §§34200 et seq.) of the State of California. HACA is a PHA within the
7 meaning of 42 U.S.C. §1437 (2007). HACA is the managing agent for the DHA, and is charged
8 with providing Section 8 vouchers to residents of Arroyo Vista that have been and will be
9 displaced as a result of the DDA.

10 **Real Parties in Interest**

11 22. Real Party in Interest S.C.S. DEVELOPMENT COMPANY, doing business as
12 Citation Homes Central (Citation), is a California Corporation duly organized and existing
13 under and by virtue of the laws of the State of California, and is authorized to do business and is
14 doing business in Dublin, California. Citation is a proposed owner and developer of the öfor-
15 saleö units at Arroyo Vista, and a party to the DDA.

16 23. Real Party in Interest EDEN HOUSING, INC. (Eden) is a California nonprofit
17 public benefit corporation duly organized and existing under and by virtue of the laws of the
18 State of California and is authorized to do business and is doing business in Dublin, California.
19 Eden is a proposed owner, developer, and manager of the örentalö units at Arroyo Vista, and a
20 party to the DDA.

21 **V. FACTUAL ALLEGATIONS**

22 **Demographics of Arroyo Vista and Dublin**

23 24. Arroyo Vista is a complex of 150 public housing units located in Dublin. It
24 consists of 94 one and two-bedroom homes and 56 three and four-bedroom homes. Arroyo
25 Vista is the only public housing in all of Dublin, with average rents of less than \$500 per month,
26 and some as low as \$25 or \$50 due to the federal subsidy. By comparison, average market rents
27 in Dublin range from \$1350 (1-bedroom apartment) to \$2495 (4-bedroom home). Thus, Arroyo
28 Vista provides an otherwise unattainable home to many of Dublin's poorest residents.

1 25. In its Streamlined Five-Year PHA Plan for PHA fiscal years 2005-2009 (öFive-
2 Year Planö), DHA states that its mission is öto provide an affordable housing resource, free
3 from discrimination, for extremely low income, very low income, and low income families in
4 the Dublin community.ö

5 26. Arroyo Vista constitutes a racially-diverse enclave within a far more
6 homogenous city. According to HACA's September 30, 2007 report to HUD on resident
7 characteristics, the heads of household in Arroyo Vista are 52% White, 28% African American,
8 21% Latino/Hispanic, 15% Asian, 4% Native Hawaiian or Pacific Islander and 1% American
9 Indian or Alaska Native. The racial breakdown of Dublin as a whole is approximately 69.4%
10 White, 10.3% Asian, 10% African American, 13.5% Latino/Hispanic, .7% American Indian or
11 Alaska Native and 0.3% Native Hawaiian or Pacific Islander. The displacement and relocation
12 of residents pursuant to an unauthorized DDA and in the absence of HUD approval of a
13 disposition application DDA, if allowed to go forward, will have a foreseeable disparate impact
14 on racial and ethnic minorities, and will and has forced many of the low-income minority
15 residents of Arroyo Vista out of the city entirely.

16 27. As of October 2007, 63% of the households residing at Arroyo Vista were
17 families with children, with 46% of the residents under age 18 and 57% of households
18 composed of 3 or more members. Census data shows that only 43% of households in Dublin
19 are composed of three or more members, and that only 15% of the city's housing has four
20 bedrooms. The displacement and relocation of residents pursuant to an unauthorized DDA and
21 in the absence of HUD approval of a disposition application, if allowed to go forward, will have
22 a foreseeable disparate impact on Dublin families with children, and will and has forced many
23 of the low-income families of Arroyo Vista out of the city entirely.

24 28. Consistent with the DHA's mission statement and prior to the displacement of
25 Arroyo Vista residents, approximately 65% of Arroyo Vista residents fell within the extremely
26 low income category, and 24% had very low incomes. As defined by HUD and the state, an
27 extremely low income family of four in 2007 had an income of up to \$25,150 (30% of the area
28

1 median income). Approximately 44% or 66 of these "extremely low income" families had
2 annual incomes far below that -- \$15,000 or less.

3 29. According to DHA's Five-Year Plan, there are 267 families on DHA's waiting
4 list for public housing in Arroyo Vista. Of these 267 families, 97.4% have very low incomes,
5 and 73.8% of those families (or 197 families) have extremely low incomes. In addition, 89.1%
6 of the families on DHA's waiting list (238 families) have children, while only 3.7% (10
7 households) are elderly. In terms of race and ethnicity, the waiting list is 48.3% African
8 American, 30.7% White, 12.7% Asian, 6.8% Hispanic, and 1.5% Native American. The
9 removal and boarding up of public housing units from DHA's only public housing stock
10 pursuant to an unauthorized DDA and in the absence of HUD approval of a disposition or
11 demolition application has a disparate impact on the ability of minorities and families with
12 children to reside in Dublin.

13 **Defendants' Adoption and Implementation of an Unauthorized DDA**

14 30. Despite its mission and DHA's awareness of these critical housing needs, on or
15 about July 26, 2006, DHA selected a "development team" (Citation and Eden) to demolish all
16 of the truly affordable public housing at Arroyo Vista and "replace" it with over 200 market-
17 rate ownership units and 179 "tax-credit" rental units.

18 31. On November 21, 2006, DHA amended its Five-Year and Annual PHA Plans
19 to provide for disposition or demolition of Arroyo Vista and development by Real Parties of
20 226 "for-sale" units (15 of them affordable to moderate income households, and the remainder
21 to be sold at market rates) and 179 supposedly affordable rental units.

22 32. On July 17, 2007, the City Council approved the DDA between DHA, HACA,
23 Eden and Citation by Resolution 136-07 for the express purpose of disposing of Arroyo Vista,
24 demolishing the existing public housing units, and replacing them with a combination of market
25 rate ownership and "affordable" rental units. On or about July 25, 2007, defendants and real
26 parties executed the DDA. The DDA provides for "redevelopment" of 405 residential units ó
27 226 "for-sale" dwellings, and 179 rental units, 49 of which are to be reserved for seniors.
28 Defendant City's notice of this meeting did not include language pursuant to Govt. C.

1 §65009(b) that would limit the issues raised in this cause of action. Accordingly, Plaintiffs
2 were not required to raise the issues alleged herein at the July 17, 2007 public hearing.

3 33. If the nonprofit developer secures tax credit funding, HOME funds, and
4 HUD §202 funding, the rent levels for the new rental units are estimated to range from \$471
5 (for 62 extremely low income one-bedroom units, 49 of them restricted for seniors) to \$1307
6 for five low-income three bedroom units.

7 34. Arroyo Vista residents with incomes below \$15,000 can ill afford rents starting
8 at \$471 for one-bedroom units. A family is rent-burdened if it spends more than 30% of its
9 monthly income for rent. Families with incomes of \$15,000 can spend no more than \$375 for
10 rent and utilities. Thus, the new development will not be affordable to at least 44% of Arroyo
11 Vista residents (or 66 families) with incomes at or below \$15,000.

12 35. After the City approved the DDA, DHA submitted a Disposition Application to
13 HUD on or about August 14, 2007. In the disposition application, defendants DHA and HACA
14 seek to sell Arroyo Vista to Real Parties Citation and Eden and to replace the 150 public
15 housing units with 378 mixed-income dwellings, 194 affordable and 184 market-rate
16 ownership units.

17 36. On information and belief, HUD has not approved the August 14, 2007
18 application for disposition of Arroyo Vista.

19 **Unlawful Displacement and Relocation of Residents**

20 37. Without having submitted a complete disposition application to HUD,
21 including a complete relocation plan, and without awaiting HUD's review and approval or
22 disapproval of the application, defendants commenced the relocation of residents in or about
23 July 2007.

24 38. Although the DDA provides for the demolition of Plaintiffs' homes, which will
25 result in the displacement of all Arroyo Vista residents, defendants relocated nearly 50
26 households by early February 2008, before even distributing a relocation assistance plan to
27 Plaintiffs for their input or comment as required by the California Relocation Assistance Act.
28 On or about February 12, 2008, DHA distributed notice to Plaintiffs that a proposed relocation

1 plan was available for review and public comment, and that the plan would be adopted at
2 DHA's April 15, 2008 meeting. As of June 3, 2008, nearly 60 households had been relocated
3 without HUD approval and without a relocation plan.

4 39. On June 3, 2008, the Board of Commissioners of defendant DHA approved a
5 relocation plan that fails to comply with the California Relocation Assistance Act. As of the
6 filing of the Second Amended Complaint, no relocation plan has been approved or adopted by
7 the City or HACA.

8 40. Defendants have not adequately advised any of the Plaintiffs of their relocation
9 assistance rights pursuant to 42 U.S.C. §1437p, 42 U.S.C. §5301 et seq. or the California
10 Relocation Assistance Act.

11 41. Defendants have not provided Plaintiffs with adequate or authorized relocation
12 notices required by the California Relocation Assistance Act, 42 U.S.C. §5301 *et seq.* or a 90-
13 day notice as required by 42 U.S.C. §1437p.

14 42. Defendants have not offered or provided Plaintiffs or other residents of Arroyo
15 Vista the relocation benefits required by the California Relocation Assistance Act, 42 U.S.C.
16 §5301 et seq. or the counseling services, comparable housing, or actual and reasonable
17 relocation expenses required by 42 U.S.C. §1437p.

18 43. Instead, defendants have pressured Plaintiffs to apply for Section 8 vouchers
19 now or risk not receiving a voucher or a Section 8 unit later, and have encouraged Plaintiffs to
20 move out of Arroyo Vista.

21 **Harm to Plaintiffs**

22 44. Defendants' actions threaten Plaintiffs with imminent and irreparable injury,
23 including the involuntary displacement from their homes without benefit of careful analyses by
24 HUD and local government of defendants' disposition application and relocation plans, the loss
25 of a public housing subsidy and deprivation of relocation assistance required by state and
26 federal law and the risk of homelessness as a result, the permanent loss of 150 units of public
27 housing, the severing of personal, family and community ties, the lack of access to public
28

1 services and transportation, access to their employment and education opportunities, and
2 discrimination in violation of fair housing laws.

3 45. Defendants' actions threaten plaintiff Arroyo Vista Tenants Association with
4 imminent and irreparable injury by depriving it and its members of the benefit of careful
5 analyses by HUD and local government of defendants' disposition application and relocation
6 plans, and frustrates its mission to protect its members against the above harms. Defendants'
7 actions also frustrate the Association's mission to preserve Arroyo Vista as public housing and
8 cause the Association to expend time and resources to counter Defendants' illegal actions.

9 46. Defendants' actions threaten to deprive individual Plaintiffs and members of
10 the Arroyo Vista Tenants Association of opportunities to reside in affordable housing in Dublin
11 and threaten to make affordable housing unavailable to individual Plaintiffs and members of the
12 Association. Defendants' actions also have deprived and threaten to deprive individual
13 Plaintiffs and members of the Association of their right to live and associate in a community
14 which is free of illegal discrimination and to enjoy the economic, social, psychological and
15 other benefits of residing in a racially and ethnically diverse community.

16 **VI. FIRST CLAIM FOR RELIEF**

17 **(By All Plaintiffs Against All Defendants)**
18 **For A Writ of Mandate To Set Aside The**
19 **DDA For Failure To Comply With**
20 **Demolition and Disposition Provisions Of The United States Housing Act**
21 **(42 U.S.C. §1437p; 24 C.F.R. §970 et seq.)**

22 47. Plaintiffs incorporate by reference herein each and every allegation of
23 paragraphs 1 through 46 as though fully set forth herein and allege:

24 48. The United States Housing Act of 1937 declares that it is "the policy of the
25 United States to promote the general welfare of the Nation by employing its funds and credit . . .
26 to remedy the unsafe housing conditions and the acute shortage of decent and safe dwellings for
27 low-income families. . . ." 42 U.S.C. §1437(a)(1)(A).

28 49. The national housing goal is the realization as soon as feasible of "a decent
home and a suitable living environment for every American family." 42 U.S.C. §1441.

1 50. The demolition and disposition of public housing is authorized under Section
2 18 of the United States Housing Act of 1937 (Section 18), as amended in its entirety by the
3 Quality Housing and Work Responsibility Act (QHWRA) of 1998. 42 U.S.C. §1437p.

4 51. HUD has promulgated regulations, starting at 24 C.F.R. §970, detailing the
5 administrative steps required to perform demolition and disposition activity in accordance with
6 Section 18. 24 C.F.R. §970 *et seq.*

7 52. Before beginning demolition or disposition activities, a PHA must submit and
8 receive written approval from HUD of an application for disposition. 24 C.F.R. §970.7(a); 24
9 C.F.R. §970.25.

10 53. Among other things, Section 1437p(a)(2) requires the PHA to certify in its
11 disposition application that retention of the property is not in the best interests of the residents
12 of the PHA for at least one of three specific reasons (24 C.F.R. §970.17); that its demolition or
13 disposition plan is described in its Annual Plan (24 C.F.R. §970.7(a)(1)); that it has consulted
14 with residents affected by the disposition, the resident advisory board, and appropriate
15 government officials, and that it offered the property for sale to resident organizations (24
16 C.F.R. §970.9(a), (b)). The PHA also must submit a board resolution supporting the application
17 and authorizing the PHA to act in furtherance of that request.

18 54. A PHA also must submit an independent appraisal demonstrating that the
19 proposed sale is for fair market value (24 C.F.R. §970.19(c)), and demonstrate that it will use
20 the net proceeds of the sale for specific approved purposes, including for low-income housing
21 or to benefit residents of the PHA. 24 C.F.R. §970.19.

22 55. The PHA also must complete an environmental review pursuant to the National
23 Environmental Protection Act. 24 C.F.R. §970.13.

24 56. The PHA must certify compliance with the Section 18 and 24 C.F.R. §970
25 relocation requirements, including that residents will be provided specific notice of disposition
26 or demolition of their homes, notified of relocation assistance to be provided, and offered
27 relocation assistance on a non-discriminatory basis that includes comparable replacement
28 housing located in an area not generally less desirable than the location of the displaced

1 persons' home, necessary housing counseling for displaced residents, and the payment of actual
2 and reasonable relocation expenses. The PHA must submit a relocation assistance plan with its
3 application that identifies the number of individual residents affected, the type of counseling
4 and advisory services that will be provided, housing resources that will be available to provide
5 housing for the displaced residents, and an estimate of the costs of relocation assistance and the
6 source for payment of those funds. 42 U.S.C. §§1437p(a)(4); 24 C.F.R. §§970.7, 970.21.

7 57. The HUD Special Applications Center (SAC) in Chicago, and the affected
8 HUD local field office, are vested with the responsibility of evaluating the applicant's
9 compliance with Section 18 and other relevant federal laws. Based on that review, SAC and the
10 local field office approve or deny the disposition application.

11 58. Defendants collaborated with one another for the purpose of disposing of,
12 vacating and demolishing Arroyo Vista and converting the property to a "mixed income"
13 development in the absence of HUD approval. In doing so, defendants have failed to comply
14 with their mandatory duties under the demolition and disposition statute and regulations.

15 59. Defendants DHA and HACA entered into the DDA with Real Parties, and
16 Defendant City approved the DDA without approval from HUD that DHA may dispose of
17 Arroyo Vista.

18 60. The DDA acknowledges that state and federal laws require Defendants to
19 provide for relocation of the residents of Arroyo Vista. However, defendants DHA and HACA
20 entered into the DDA with Real Parties, and the City approved the DDA, including the amount
21 of funds set aside for relocation assistance without a relocation assistance plan approved by
22 HUD.

23 61. Despite the fact that HUD has not approved the disposition application, and
24 that the application itself fails to provide an appropriate month-by-month relocation plan for
25 Arroyo Vista residents, defendants DHA and HACA began providing Section 8 vouchers and
26 relocating Arroyo Vista residents in July 2007. Representatives of defendants have suggested
27 to Plaintiffs and other tenants that approval of the disposition application is inevitable (to the
28 point of specifically informing Plaintiffs that they will be forced to move out by or before

1 November 2008), and that Plaintiffs and other residents of Arroyo Vista should accept vouchers
2 and move now to avoid missing out.

3 62. Neither the planned redevelopment of Arroyo Vista permitted by the DDA, nor
4 the provision of Section 8 vouchers, will enable Plaintiffs and other Arroyo Vista residents to
5 continue to live affordably at Arroyo Vista after redevelopment or in the City of Dublin after
6 displacement.

7 63. At all times relevant to this action, defendants have had clear, mandatory duties
8 and prohibitions imposed by the demolition and disposition statute and regulations, and have
9 violated those duties and legal prohibitions as alleged herein.

10 64. Plaintiffs are directly and beneficially interested in having the defendants
11 comply with all applicable provisions of law and their legal duties, as set forth herein.

12 65. Unless compelled by this Court to refrain from acts as required by law,
13 defendants will continue to refuse to perform said duties and continue to violate the law, and
14 Plaintiffs will be injured as a result.

15 66. Plaintiffs seek a writ of mandate ordering the City Council to set aside the
16 City's Resolution 136-07 approving the DDA and enjoining Defendants from implementing the
17 DDA and from violating their statutory duties as alleged herein.

18 **VII. SECOND CLAIM FOR RELIEF**

19 **(By All Plaintiffs Against All Defendants)**
20 **For A Writ of Mandate To Set Aside DDA For**
21 **Failure to Comply with State Relocation Assistance Requirements**
22 **(Govt. C. §7260 et seq. and 25 C.C.R. §6000 et seq.)**

23 67. Plaintiffs incorporate by reference herein each and every allegation of
24 paragraphs 1 through 46 as though fully set forth herein and allege:

25 68. The California Relocation Assistance Act (Govt. C. §7260 *et seq.*) (CRAA)
26 establishes the procedures that public entities must follow when displacement is or will be
27 caused by acquisition, rehabilitation, demolition, or other displacing activity by or on behalf of
28 the public entity, and requires that public entities adopt relocation assistance programs and

1 plans and provide certain relocation assistance and benefits to persons prior to displacement of
2 any resident.

3 69. The State Department of Housing and Community Development (HCD) has
4 promulgated Guidelines (25 C.C.R. §6000 et seq.), pursuant to its authority under Cal. Health &
5 Saf. C. §41135, to implement, interpret and make specific the provisions of the Relocation
6 Assistance Act.

7 70. The California Legislature has declared that “[d]isplacement as a direct result
8 of programs or projects undertaken by a public entity is caused by a number of activities” and
9 that “[r]elocation assistance policies must provide fair, uniform, and equitable treatment of all
10 affected persons.” Govt. C. §7260.5(a)(1) and (a)(2). “Minimizing the adverse impact of
11 displacement is essential to maintaining the economic and social well-being of communities.”
12 Govt. C. §7260.5(a)(4). The primary purpose of the CRAA is “to ensure that [displaced]
13 persons shall not suffer disproportionate injuries as a result of programs and projects designed
14 for the benefit of the public as a whole and to minimize the hardship of displacement on these
15 persons.” Govt. C. §7260.5(a)(5)(b). The CRAA and Guidelines “shall be construed to effect
16 this intent.” 25 C.C.R. §6002.

17 71. Cal. Govt. C. §7260 and 25 C.C.R. §6014 provide that no person shall be
18 displaced and no phase of any project that will result in displacement of any person may
19 proceed until the public entity has fulfilled all of the obligations of the CRAA.

20 72. The CRAA and Guidelines (Govt. C. §7260 et seq. and 25 C.C.R. §§ 6010,
21 6038) require a public entity to prepare a relocation plan that complies with 25 C.C.R. §6038 as
22 soon as possible following the initiation of negotiations and prior to proceeding with any phase
23 of a project or other activity which will result in the displacement of any person. All persons to
24 be displaced, neighborhood groups, and any relocation committee must be given an opportunity
25 to fully and meaningfully participate in reviewing the relocation plan and monitoring the
26 relocation assistance program. 25 C.C.R. §6012. The Plan also must be submitted to and
27 approved by the legislative body of the public entity. At least 30 days prior to submission of the
28

1 relocation plan to the legislative body, it must be submitted to the relocation committee and
2 occupants of the property for review. 25 C.C.R. §6038.

3 73. Among other things, the relocation plan required by the CRAA must include
4 projected dates of displacement; a written analysis of the aggregate relocation needs of all
5 persons to be displaced and a detailed explanation as to how these needs are to be met; a written
6 analysis of relocation housing resources as required by 25 C.C.R. §6052; a detailed description
7 of the relocation advisory services program, including specific procedures for locating and
8 referring eligible persons to comparable replacement housing; a detailed plan by which any last
9 resort housing as described in §6054 is to be provided; a description of relocation office
10 operation procedures; an enumeration of the coordination activities undertaken as required by
11 25 C.C.R. §6052; and a written determination by the public entity that the necessary resources
12 will be available as required. The Plan also must be consistent with the housing element of the
13 local general plan. 25 C.C.R. §6038.

14 74. Defendants also are required to provide a series of relocation assistance
15 notices to each Arroyo Vista resident that will be displaced as a result of the disposition and
16 demolition of Arroyo Vista. Those notices include an informational notice early in the process
17 advising residents of defendants' anticipated project or activity; a determination and notice of
18 the resident's eligibility for relocation assistance; and a minimum 90-day notice to relocate from
19 the premises. 25 C.C.R. §§6038, 6042, 6046.

20 75. Defendants selected Real Parties to acquire, demolish and redevelop Arroyo
21 Vista in or about July 2006.

22 76. On or about November 21, 2006, Defendant DHA amended its PHA Plan to
23 provide for disposition or demolition of Arroyo Vista.

24 77. One year later, Defendants DHA and HACA entered into a DDA with the Real
25 Parties that calls for the demolition of all Arroyo Vista homes and the displacement of all
26 residents. The City Council approved the DDA on July 17, 2007.

27 78. Defendant DHA did not prepare or make available for review and comment by
28 residents or a relocation committee a relocation plan until on or about February 12, 2008.

1 79. On June 3, 2008, Defendant DHA's Board of Commissioners approved a
2 relocation plan. This plan is legally deficient as alleged below. The legislative bodies of
3 Defendants City and HACA have not approved or adopted a relocation plan or prepared or
4 made available for review and comment by residents, a relocation committee, or the public a
5 relocation plan.

6 80. Although Defendants determined that over 400 Arroyo Vista residents would
7 be displaced as a result of the DDA, Defendants have failed to provide an informational notice
8 or notice of eligibility for relocation assistance to Plaintiffs and other residents of Arroyo Vista
9 as required by state law. Defendants' application for disposition provides that residents will
10 receive no more than a 90-day notice prior to their relocation.

11 81. Despite their failure to adopt a relocation plan or to provide the relocation
12 notices or advisory services mandated by state law, Defendants began issuing Section 8
13 vouchers to Arroyo Vista residents in July 2007, have urged Plaintiffs and other residents to
14 seek Section 8 vouchers and move out, and have, in fact, already displaced and relocated
15 approximately 60 households, and boarded up the vacated homes at Arroyo Vista.

16 82. At all times relevant to this action, Defendants have had clear, mandatory
17 duties and prohibitions imposed by CRAA and Guidelines, and have violated those duties and
18 legal prohibitions as alleged herein.

19 83. Plaintiffs are directly and beneficially interested in having the Defendants
20 comply with all applicable provisions of law and their legal duties, as set forth herein.

21 84. Unless compelled by this Court to refrain from acts as required by law,
22 Defendants will continue to refuse to perform said duties and continue to violate the law, and
23 Plaintiffs will be injured as a result.

24 85. Plaintiffs request a writ of mandate ordering the City Council to set aside its
25 Resolution 136-07 approving the DDA for failure to comply with the CRAA and Guidelines,
26 and enjoining Defendants from implementing the DDA.

27
28

1 **VIII. THIRD CAUSE OF ACTION**

2 **(By All Plaintiffs Against All Defendants)**
3 **For A Writ of Mandate Commanding Defendants To**
4 **Comply With The CRAA and HCD Guidelines**

5 86. Plaintiffs incorporate by reference herein each and every allegation of
6 paragraphs 1 through 46 and 68 through 81, as though fully set forth herein and allege:

7 87. The relocation Guidelines provide that when a public entity has not fulfilled or
8 is not substantially fulfilling its relocation responsibilities, it shall cease displacement until such
9 time as its responsibilities are fulfilled, and that it shall provide assistance, payments, and, when
10 appropriate, compensation for additional costs incurred by eligible persons who moved without
11 the requisite relocation assistance and benefits . 25 C.C.R. §6016.

12 88. The DDA entered into by DHA and HACA with Real Parties Eden and
13 Citation, and approved by the City Council on July 17, 2007, acknowledges that Defendants had
14 not yet prepared a Relocation Plan, or even completed necessary surveys of residents to
15 determine their individual housing needs and the resources available to meet those needs.

16 89. Defendants DHA and HACA acknowledge in the application for disposition
17 submitted to HUD in August 2007 that they had already begun to issue Section 8 vouchers to
18 residents, and that at least 12 households had already been displaced. As of June 3, 2008,
19 defendants had relocated nearly 60 households. Thus, Defendants have displaced residents
20 from Arroyo Vista without HUD's approval of the disposition application, and without a
21 relocation plan mandated by the CRAA.

22 90. Defendants have failed to provide an opportunity or encouraged full and
23 meaningful participation by Plaintiffs, or encouraged Plaintiffs and community organizations to
24 form a relocation committee to participate in reviewing any relocation plan or monitoring any
25 relocation assistance program in violation of 25 C.C.R. §6012.

26 91. At the same time, Defendants urged Plaintiffs and other residents of Arroyo
27 Vista to apply for and use Section 8 vouchers to move before Defendants even completed a
28 survey of comparable replacement housing that is available to Plaintiffs in Dublin, analyzed the

1 suitability and affordability of replacement housing, or provided the advisory services required
2 by state law.

3 92. Defendants have failed to provide Plaintiffs and other residents of Arroyo Vista
4 with the required informational notices, eligibility notices, or notices to vacate.

5 93. At all times relevant to this action, Defendants have had clear, mandatory
6 duties and prohibitions imposed by CRAA and Guidelines, and have violated those duties and
7 legal prohibitions as alleged herein.

8 94. Plaintiffs are directly and beneficially interested in having the Defendants
9 comply with all applicable provisions of law and their legal duties, as set forth herein.

10 95. Unless compelled by this Court to refrain from acts as required by law,
11 Defendants will continue to refuse to perform said duties and continue to violate the law, and
12 Plaintiffs will be injured as a result.

13 96. Plaintiffs request a writ of mandate enjoining Defendants from displacing or
14 threatening to displace any residents of Arroyo Vista until such time as Defendants have fully
15 complied with the CRAA and Guidelines, and ordering Defendants to provide assistance,
16 payments, and compensation for additional costs incurred by all eligible persons who moved
17 from Arroyo Vista after July 2006 without the relocation assistance and benefits mandated by
18 the CRAA and Guidelines.

19 **IX. FOURTH CLAIM FOR RELIEF**

20 **(By All Plaintiffs Against All Defendants)**

21 **Failure to Comply with Anti-Displacement and Relocation Requirements**
22 **of the Housing and Community Development Act (42 U.S.C. §5301 et seq.)**

23 97. Plaintiffs incorporate by reference herein each and every allegation of
24 paragraphs 1 through 46 as though fully set forth herein and allege:

25 98. If federal financial assistance under the HOME program (42 U.S.C. §12701 *et*
26 *seq.*) is used in connection with the demolition or disposition of public housing, the project also
27 is subject to the relocation payment and anti-displacement provisions of Section 104(d) of the
28

1 Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)) (õSection 104(d)). 42
2 U.S.C. §12748(d); 12705(b)(16); 42 U.S.C. §5304(d).

3 99. The DDA provides for the use of HOME funds in connection with the family-
4 size apartments that are a component of the Arroyo Vista redevelopment project.

5 100. Section 104(d) requires Defendants to take all reasonable steps to minimize the
6 displacement of lower-income persons as a result of activities undertaken with HOME funds.
7 42 U.S.C. §5304(d); 24 C.F.R. §42.325.

8 101. Section 104(d) requires Defendants to adopt a relocation assistance plan that
9 provides for relocation assistance in accordance with 24 C.F.R. §42.350. 42 U.S.C.
10 §5304(d)(2)(A)(iii); 24 C.F.R. §42.325.

11 102. Section 104(d) requires Defendants to make available comparable replacement
12 housing into which any lower-income displaced tenant can move prior to undertaking any
13 activity which would result in the displacement of a lower-income person from his or her
14 residence due to a project assisted with HOME funds. 42 U.S.C. §5304(d)(2)(A)(iv); 42 U.S.C.
15 §42.350.

16 103. The regulations implementing Section 104(d) define comparable replacement
17 units as dwelling units which meet the definition of comparable housing set forth at 49 C.F.R.
18 §24.2(d). 24 C.F.R. §42.305. This definition states, among other things, that the units must be
19 decent, safe and sanitary, functionally equivalent to the displaced dwelling, in a location not less
20 desirable than the location of the displaced person's dwelling with respect to public utilities and
21 commercial and public facilities, and reasonably accessible to the person's place of
22 employment. 49 C.F.R. §24.2.

23 104. Section 104(d) provides that tenants may elect to receive relocation benefits
24 pursuant to Section 104(d), 42 U.S.C. §5304(d)(2)(A), 24 C.F.R. §42 or pursuant to 42 U.S.C.
25 §4622, 49 C.F.R. §§24 et seq. 42 U.S.C. §5304(d)(2)(B); 24 C.F.R. §42.350.

26 105. Defendants have failed to take all reasonable steps to minimize the
27 displacement of Plaintiffs and lower-income residents of Arroyo Vista as a result of activities to
28 be undertaken with HOME funds.

1 enter into any transaction for the disposition or demolition of public housing without prior
2 written approval from HUD of a disposition application in violation of 42 U.S.C. §1437p and
3 24 C.F.R. §§ 970.7 and 970.25.

4 113. By relocating residents of Arroyo Vista and encouraging residents to vacate
5 their homes in advance of any approval from HUD of a disposition application, including
6 approval of a relocation plan and timeline for relocation, DHA violated its duty not to dispose
7 of public housing or to relocate residents without HUD approval of a disposition application in
8 violation of 42 U.S.C. §1437p, 24 U.S.C. §§970.7, 970.21 and 970.25.

9 114. By relocating Arroyo Vista residents in advance of any approval from HUD of
10 a disposition application, including approval of a relocation plan, proposed relocation benefits,
11 and a relocation timeline, DHA violated its duty to offer relocation assistance and benefits and
12 to relocate residents, if at all, pursuant to an approved relocation plan, timeline, and with the
13 relocation assistance and benefits mandated by 42 U.S.C. §1437p and 24 U.S.C. §§970.7,
14 970.21.

15 115. By informing residents that HUD will approve the disposition, relocating
16 residents in advance of HUD approval, and encouraging residents to vacate their homes in
17 advance of any approval of a disposition application by HUD, DHA deprived residents of
18 written notice of HUD approval of the application for disposition of Arroyo Vista and the
19 relocation assistance and benefits to be provided to residents in the event of disposition in
20 violation of 42 U.S.C. §1437p and 24 C.F.R. §970.21.

21 116. By providing Section 8 vouchers to residents Defendants relocated in advance
22 of HUD approval of a disposition application, DHA and HACA violated their duty to comply
23 with the disposition and demolition provisions of 42 U.S.C. §1437p and 24 C.F.R. §970.7,
24 970.21, and 970.25.

25 117. By relocating residents in advance of HUD approval of a disposition
26 application, DHA and HACA violated 42 U.S.C. §1437p and 24 C.F.R. §970 *et seq.* by
27 depriving Plaintiffs and Arroyo Vista residents of the relocation assistance and benefits,
28

1 including necessary counseling, comparable housing, reasonable accommodations, and actual
2 and reasonable relocation expenses mandated by 42 U.S.C. §1437p and 24 C.F.R. §970.21.

3 118. By submitting an incomplete disposition application to HUD and refusing to
4 re-rent vacant units and boarding up units, DHA violated its duty to comply with the disposition
5 and demolition requirements of 42 U.S.C. §1437p, 24 C.F.R. §970.7 and 970.25.

6 119. Defendants' actions and omissions have caused and continue to cause harm to
7 Plaintiffs. Plaintiffs are without a plain, speedy and adequate remedy at law and are entitled
8 appropriate declaratory and injunctive relief.

9 **XI. SIXTH CLAIM FOR RELIEF**

10 **(By All Plaintiffs Against All Defendants)**
11 **Deprivation of Plaintiffs' Rights Protected**
12 **under 42 U.S.C. §1983 (42 U.S.C. §1983)**

13 120. Plaintiffs reallege paragraphs 1 through 46, 48-62, 98-110, and 112-119 above,
14 and incorporate them by reference as though fully set forth herein and allege:

15 121. At all relevant times, Defendants DHA, HACA, and the City are "persons"
16 within the meaning of 42 U.S.C. §1983 and their actions described herein were taken under
17 color of state law.

18 122. As described herein, by failing to comply with their duties under 42 U.S.C.
19 §1437p and 42 U.S.C. §5304(d) and implementing regulations, Defendants acted to deprive the
20 individual Plaintiffs of their federal rights to relocation assistance and the due process of law
21 which are rights protected under 42 U.S.C. §1983.

22 123. Defendants' actions and omissions have caused and continue to cause harm to
23 Plaintiffs. Plaintiffs are without a plain, speedy and adequate remedy at law and are entitled
24 appropriate declaratory and injunctive relief.

25 **XII. SEVENTH CLAIM FOR RELIEF**

26 **(By All Plaintiffs Against All Defendants)**
27 **Federal Fair Housing Act: 42 U.S.C. §3601 et seq.**

28

1 124. Plaintiffs reallege paragraphs 1 through 46 above, and incorporate them by
2 reference as though fully set forth herein.

3 125. Under the federal Fair Housing Act (FHA), 42 U.S.C. §3601 et seq., it is
4 unlawful for Defendants to discriminate because of race, color, national origin or familial status,
5 among other classifications, by making housing unavailable to persons because of membership
6 in those groups.
7

8 126. All individual Plaintiffs are either African American or Hispanic. Plaintiffs
9 KEYES, BROWN and VEAL are African American, and plaintiff ARROYO is Hispanic.
10 Plaintiffs KEYES and VEAL have minor children residing with them. The members of the
11 ARROYO VISTA TENANTS ASSOCIATION are predominantly racial and ethnic minorities
12 and predominantly comprised of families with children.
13

14 127. African Americans and persons of Hispanic descent are a minority of the
15 population of Dublin, yet the current and past residents of Arroyo Vista a predominantly
16 African Americans and families of Hispanic descent. Compared to Dublin's Caucasian
17 households, a statistically significant greater proportion of both African American and Hispanic
18 households in Dublin are very low income and in need of affordable housing. Both African
19 American and Hispanic households also comprise a statistically significant disproportionate
20 share of the households on the DHA waiting list for residence in Arroyo Vista.
21

22 128. Compared to Dublin's households without minor children, a statistically
23 significant greater proportion of households with minor children in Dublin are very low income
24 and in need of affordable housing.
25

26 129. The mission of Plaintiff ARROYO VISTA TENANTS ASSOCIATION is to
27 preserve the Arroyo Vista public housing complex on behalf of its membership, the residents
28 and other lower income families in need of affordable housing in Dublin, and to ensure that

1 current and past residents are not illegally displaced and denied any rights to any relocation
2 assistance or planning or to any replacement housing benefits.

3 130. Defendantsø acts discriminate against individual Plaintiffs based on their race,
4 color or national origin because the actions as alleged have a discriminatory effect on African
5 Americans and persons of Hispanic descent by making and threatening to make housing
6 opportunities unavailable to households in these groups, including to Plaintiffs, to a statistically
7 significant greater degree than to non-minority households generally. Defendantsø acts also
8 discriminate against Plaintiffs KEYES and VEAL based on their familial status because the
9 alleged actions have a discriminatory effect on families with minor children by making and
10 threatening to make housing opportunities unavailable to households with children, including
11 these Plaintiffs, to a statistically significant greater degree than to households without minor
12 children.
13

14 131. Plaintiff ARROYO VISTA TENANTS ASSOCIATION has been damaged
15 and continues to be damaged by the conduct of Defendants as herein alleged. Its mission has
16 been frustrated and its financial, organizational and human resources have been expended as a
17 result of Defendantsø conduct. Because of Defendantsø unlawful activities, including their
18 attempts to displace all of the Associationø members and dispose its membersø housing, the
19 Association has expended a substantial amount of their limited volunteer resources in providing
20 educational, counseling, and advocacy services both to the tenants who have moved out in
21 response to defendantsø actions, and to current tenants who remain. This ðrainö on the
22 Associationø existing resources constitutes a continuing hardship to the organization.
23

24 132. The acts and omissions of Defendants constitute unlawful discrimination on
25 the basis of race, color, national origin, and familial status in violation of the FHA.

26 133. Defendantsø discriminatory actions also have deprived and will deprive
27 individual Plaintiffs of their rights under the FHA to live and associate in a community which is
28 free of illegal discrimination and to enjoy the economic, social, psychological and other benefits
of residing in a racially and ethnically diverse community with families with children.

1 134. Plaintiffs and other Arroyo Vista residents who are threatened with or have
2 been displaced through Defendants' actions have suffered, and will continue to suffer,
3 irreparable injury unless and until this court enjoins Defendants from their ongoing
4 discriminatory practices and conduct.

5 **XIII. EIGHTH CLAIM FOR RELIEF**

6 **(By All Plaintiffs Against All Defendants)**

7 **California Fair Employment and Housing Act (Cal. Gov't Code §12955 et seq.)**

8
9 135. Plaintiffs reallege paragraphs 1 through 46 above, and incorporate them by
10 reference as though fully set forth herein and allege:

11 136. Under California's Fair Employment and Housing Act (FEHA), Cal.
12 Government Code §12955 *et seq.*, it is unlawful for Defendants to discriminate because of race,
13 color, national origin, ancestry or familial status, among other classifications, by denying
14 housing opportunities or otherwise making housing unavailable to persons because of
15 membership in those groups. A violation is shown if an act or failure to act has the effect,
16 regardless of intent, of unlawfully discriminating on the basis of any of those classifications.

17
18 137. All individual Plaintiffs are either African American or Hispanic. Plaintiffs
19 KEYES, BROWN and VEAL are African American, and plaintiff ARROYO is Hispanic.
20 Plaintiffs KEYES and VEAL have minor children residing with them. The members of the
21 ARROYO VISTA TENANTS ASSOCIATION are predominantly racial and ethnic minorities
22 and predominantly comprised of families with children.

23
24 138. African Americans and persons of Hispanic descent are a minority of the
25 population of Dublin, yet the current and past residents of Arroyo Vista a predominantly
26 African Americans and families of Hispanic descent. Compared to Dublin's Caucasian
27 households, a statistically significant greater proportion of both African American and Hispanic
28

1 households in Dublin are very low income and in need of affordable housing. Both African
2 American and Hispanic households also comprise a statistically significant disproportionate
3 share of the households on the DHA waiting list for residence in Arroyo Vista.

4
5 139. Compared to Dublin's households without minor children, a statistically
6 significant greater proportion of households with minor children in Dublin are very low income
7 and have a need for affordable housing.

8
9 140. The mission of Plaintiff ARROYO VISTA TENANTS ASSOCIATION is to
10 preserve the Arroyo Vista public housing complex on behalf of its membership, the residents
11 and other families in need of affordable housing in Dublin, and to ensure that current and past
12 residents are not illegally displaced and denied any rights to any relocation assistance or
13 planning or to any replacement housing benefits.

14
15 141. Defendants' acts discriminate against individual Plaintiffs based on their race,
16 color or national origin because the actions as alleged have a discriminatory effect on African
17 Americans and persons of Hispanic descent by making and threatening to make housing
18 opportunities unavailable to households in these groups, including to Plaintiffs, to a statistically
19 significant greater degree than to non-minority households generally. Defendants' acts also
20 discriminate against Plaintiffs KEYES and VEAL based on their familial status because the
21 alleged actions have a discriminatory effect on families with minor children by making and
22 threatening to make housing opportunities unavailable to households with children, including
23 these Plaintiffs, to a statistically significant greater degree than to households without minor
24 children.

25
26 142. Plaintiff ARROYO VISTA TENANTS ASSOCIATION has been damaged
27 and continues to be damaged by the conduct of Defendants as herein alleged. Its mission has
28 been frustrated and its financial, organizational and human resources have been expended as a
result of Defendants' conduct. Because of Defendants' unlawful activities, including their

1 attempts to displace all of the Association's members and dispose its members' housing, the
2 Association has expended a substantial amount of their limited volunteer resources in providing
3 educational, counseling, and advocacy services both to the tenants who have moved out in
4 response to defendants' actions, and to current tenants who remain. This "drain" on the
5 Association's existing resources constitutes a continuing hardship to the organization.

6 143. The acts and omissions of Defendants constitute unlawful discrimination on
7 the basis of race, color, national origin, and familial status in violation of FEHA.

8 144. Defendants' discriminatory actions also have deprived and will deprive
9 individual Plaintiffs of their rights under the FEHA to live and associate in a community which
10 is free of illegal discrimination and to enjoy the economic, social, psychological and other
11 benefits of residing in a racially and ethnically diverse community with families with children.

12 145. Plaintiffs and other Arroyo Vista residents who are threatened with or have
13 been displaced through Defendants' actions have suffered, and will continue to suffer,
14 irreparable injury unless and until this court enjoins Defendants from their ongoing
15 discriminatory practices and conduct.
16

17
18 **XIV. NINTH CLAIM FOR RELIEF**

19 **(By All Plaintiffs Against All Defendants)**

20 **Failure to Comply with California Relocation Assistance Requirements**
21 **(Govt. C. §§7260 et seq.; 25 C.C.R. §§ 6000 et seq.)**

22 146. Plaintiffs incorporate by reference herein each and every allegation of
23 paragraphs 1 through 46, 68-73, 79, and 87 as though fully set forth herein and allege:

24 147. On or about June 3, 2008 defendant DHA's Board of Commissioners adopted a
25 relocation plan for the Arroyo Vista Development Project that fails to comply with the
26 California Relocation Assistance Act (Govt. C. §§7260 et seq.) and state regulations (25 C.C.R.
27 §§ 6000 et seq.).
28

1 148. Among other requirements, a relocation assistance plan must include a written
2 analysis of the aggregate relocation housing, counseling and relocation assistance needs of all
3 persons to be displaced, and a detailed explanation as to how these needs are to be met. 25
4 C.C.R. ' 6038(b)(3); §6048(c). The relocation plan does not adequately analyze the relocation
5 needs of all persons that have been or will be displaced as a result of disposition of Arroyo Vista
6 and does not adequately analyze the housing resources available to meet those needs.

7 149. The displacing public entity must conduct a survey and analysis of housing
8 needs immediately following the initiation of negotiations and before any displacement may
9 occur. Any household that moved from Arroyo Vista after initiation of negotiations is a
10 "displaced person" within the meaning of the CRA Act, and its relocation needs must be
11 addressed in the relocation plan. Govt. C. §7260(c); 25 C.C.R. §6008(f); 25 C.C.R. §6048; 25
12 C.C.R. §6050. Defendant DHA did not begin a survey of resident needs until in or about
13 September 2007, three months after HACA began issuing Section 8 vouchers and DHA begun
14 relocating residents. As a result, the relocation plan only partially analyzes the aggregate needs
15 of persons that were and will be displaced. It does not consider the relocation needs of all
16 persons that moved from Arroyo Vista between July 24, 2006 when Defendants initiated
17 negotiations with Real Parties in Interest and September 2007 when Defendant DHA
18 commenced a survey of resident needs.

19 150. By deferring a survey and analysis of the housing needs of Arroyo Vista
20 residents for more than 14 months, Defendant DHA unlawfully excluded households that
21 moved from Arroyo Vista after July 24, 2006 from the survey and the relocation plan.

22 151. The needs analysis of a relocation plan is to be based on an interview of the
23 persons to be displaced in order to obtain specific information upon which to plan to meet the
24 housing, counseling, and relocation assistance needs of each displaced person. 25 C.C.R.
25 §6048(c). Defendant DHA and its agents did not interview all persons to be displaced, and
26 reportedly had direct contact with only 118 households. By failing to interview all persons to
27 be displaced, the aggregate needs of all persons to be displaced were not adequately surveyed or
28 analyzed in the relocation plan.

1 152. The relocation plan fails to adequately identify or analyze the housing,
2 counseling, and relocation assistance needs of the households that were analyzed in the plan,
3 including:

4 a. The plan states that there are some elderly households and households with
5 physical or mental disabilities "to some degree," but fails to identify the special
6 facilities and nature of those facilities needed by such households;

7 b. On information and belief, the plan fails to accurately identify resident
8 preferences with respect to the preferred location of replacement housing;

9 c. The plan fails to accurately or adequately analyze residents' needs to
10 remain reasonably close to relatives, friends, services, or organizations with whom
11 residents have an existing dependency relationship;

12 d. The plan fails to accurately or adequately analyze residents' needs for
13 units of a suitable size for their families;

14 e. The plan fails to identify or analyze the location of residents' jobs and
15 factors limiting accessibility to those jobs;

16 f. The plan fails to identify resident preferences with respect to ownership
17 versus rental housing;

18 g. The plan fails to identify resident needs or preferences with respect to
19 their single family or multi-family comparable replacement housing;

20 h. The plan fails to adequately identify or analyze residents' needs for
21 housing that is within their financial means;

22 i. On information and belief, DHA and/or its agent did not elicit all
23 necessary information from residents to ascertain all of the housing, counseling, and
24 assistance needs of residents.

25 153. A relocation plan must include a description of the locational characteristics of
26 the displacement area neighborhood (Arroyo Vista) and the corresponding locational
27 characteristics of each of the neighborhoods where comparable replacement housing is
28 identified. 25 C.C.R. §6048(d). A comparable replacement unit must be located in an area that

1 is not generally less desirable than the displacement dwelling with respect to public utilities,
2 public and commercial facilities and neighborhood conditions, including schools and municipal
3 services, and reasonably accessible to the displaced personsø place of employment. 25 C.C.R.
4 §6008(c)(2). The relocation plan fails to analyze Arroyo Vistaø proximity to employment
5 sources, medical and recreational facilities, parks, community centers, shopping, transportation
6 and schools and fails to analyze the proximity of comparable replacement housing to
7 employment sources, medical and recreational facilities, parks, community centers, shopping,
8 transportation and schools.

9 154. A relocation plan must include a written analysis of housing resources available
10 to provide comparable replacement housing with sufficient detail to enable the legislative body
11 to determine the availability of comparable replacement housing to meet the needs and
12 preferences of all potential displacees. 25 C.C.R. §§6038(b)(4), 6048(d), 6052. Because the
13 analysis of housing needs is deficient, the analysis of resources available to meet those needs is
14 necessarily deficient.

15 155. The analysis of relocation housing resources in the relocation plan also fails to
16 comply with the CRA Act and regulations because it fails to analyze whether comparable
17 replacement housing that meets the requirements of 25 C.C.R. §6008 exists. The analysis of
18 housing resources is deficient because:

19 a. It fails to identify comparable replacement units or facilities needed for
20 persons with disabilities that have been or will be displaced;

21 b. It fails to identify sufficient comparable replacement units or facilities
22 for elder persons that have been or will be displaced;

23 c. It fails to identify sufficient comparable replacement units to meet the
24 needs and preferences of residents that have been or will be displaced to be reasonably
25 close to relatives, friends, services, or organizations with whom residents have an
26 existing dependency relationship;

27 d. It fails to identify sufficient comparable replacement units to meet the
28 location preferences of residents that have been or will be displaced;

1 e. The relocation plan fails to identify sufficient comparable replacement
2 units of a suitable size to meet the needs of residents that have been or will be
3 displaced;

4 f. It fails to identify the number of ownership units by unit size and cost
5 available to meet the housing needs and preferences of residents that have been or will
6 be displaced;

7 g. It fails to identify the number of rental units by unit size and cost
8 available to meet the housing needs of residents that have been or will be displaced;

9 h. It fails to identify the number of single-family units by size and cost
10 available to meet the housing needs and preferences of residents that have been or will
11 be displaced;

12 i. It fails to identify the number of multi-family units by size and cost
13 available to meet the housing needs and preferences of residents that have been or will
14 be displaced;

15 j. It fails to identify sufficient comparable replacement units that are
16 within the financial means of residents that have been or will be displaced;

17 k. There is no analysis that any of the comparable replacement units
18 identified in the relocation plan are or will be available to residents that have been or
19 will be displaced from Arroyo Vista without regard to race, color, sex, marital status,
20 religion, national origin, disability, familial status, and other protected categories
21 consistent with state and federal anti-discrimination laws;

22 l. There is no indication that any of the comparable replacement units
23 identified in the relocation plan are decent, safe, and sanitary.

24 156. A relocation plan must discount the gross figure of comparable replacement
25 units purportedly available by the number of replacement units needed for concurrent
26 displacement. 25 C.C.R. §6052(d)(3). The relocation plan adopted by defendant DHA
27 acknowledges that the Oakland Housing Authority is concurrently displacing 87 households to
28 demolish an Oakland public housing development. Almost all purportedly comparable

1 replacement units for Arroyo Vista displacees identified in the relocation plan are located in
2 Oakland, and the replacement units already identified for Oakland public housing displacees are
3 nearly identical to those listed identified for Arroyo Vista displacees. The relocation plan
4 adopted by defendant DHA does not discount the 87 units already identified for Oakland
5 displacees in violation of 25 C.C.R. §6052(d)(3).

6 157. On information and belief, defendant DHA did not submit the housing resource
7 survey results to local housing, development and planning agencies to be reviewed and
8 compared to other existing information on housing availability as required by 25 C.C.R.
9 §6052(a)(2).

10 158. As a result of the deficiencies in the analysis of comparable replacement units,
11 none of the units reported as available in the relocation plan can be counted as comparable
12 replacement units for failure to meet the requirements of 25 C.C.R. 6008(c), 6048, and 6052.

13 159. When a relocation plan does not demonstrate that comparable replacement
14 housing units are or will be available for all potential displacees, the relocation plan must
15 include a detailed plan by which the public entities will provide last resort housing. 25 C.C.R.
16 §6038(b)(8). Because the survey and analysis of relocation needs and resources are deficient,
17 defendant DHA could not lawfully determine that comparable replacement housing is or will be
18 available as required. 25 C.C.R. §6054(b). The relocation plan does not include a detailed plan
19 for providing last resort housing.

20 160. A relocation plan under the CRA Act must include a detailed description of the
21 relocation advisory services program, including specific procedures for locating and referring
22 eligible persons to comparable replacement housing. An advisory services program must
23 satisfy Article 2 of HCD's Guidelines and applicable state and federal anti-discrimination laws.
24 25 C.C.R. §§6030, 6032. The program must be administered so as to provide advisory services
25 which offer maximum assistance to minimize the hardship of displacement and ensure that all
26 persons displaced from their homes are relocated into housing that meets the criteria for
27 comparable replacement housing. 25 C.C.R. §6032.

28

1 161. The relocation plan states that it will provide a list of relocation advisory
2 services required by 25 C.C.R. §6040, but it does not include a detailed description in the
3 relocation plan of how those services will be provided. On information and belief, Defendants
4 have not and are not providing the services listed in the relocation plan.

5 162. The relocation plan also does not provide that DHA will provide advisory
6 assistance to eligible persons in order to minimize hardship as required by 25 C.C.R. §6040.

7 163. The relocation plan adopted by Defendant DHA provides that technical and
8 advisory assistance will be provided to displaced households, in part, through distribution of an
9 Informational Statement (Attachment 5 of the Relocation Plan). The Informational Statement
10 conflicts with the advisory services requirements of the CRA Act and is inconsistent with the
11 relocation plan in that:

12 a. It provides that the only assistance to be provided to residents will be
13 referrals to appropriate and available housing units, and that residents are encouraged
14 to find housing themselves;

15 b. It does not fully inform residents of the relocation benefits to be
16 provided pursuant to the relocation plan;

17 c. Though the relocation plan provides that relocation information and
18 assistance will be provided in Spanish, Farsi, Punjabi, Chinese, and Tagalog to insure
19 that all displacees have a complete understanding of the relocation program and their
20 eligibility for benefits, the Informational Statement is in English, with the exception of
21 one line in Spanish that "Spanish speaking representatives are available";

22 d. It misinforms residents that if they are evicted, they will jeopardize the
23 relocation benefits they may be entitled to receive which conflicts both with 25 C.C.R.
24 §6058 and contradicts the eviction policy set forth in the relocation plan;

25 e. The Informational Statement provides that relocation claims must be
26 filed within 18 months from the date of a move, but no claim form or information on
27 how to obtain a claim form is included in the Informational Statement or the relocation
28 plan.

1 164. All informational material regarding displacement must be provided in the
2 native language(s) of the residents and English. 25 C.C.R. §6046(b). The relocation plan
3 reports that the first language of some Arroyo Vista residents is Spanish, Farsi, Punjabi, Chinese
4 and Tagalog, and that relocation information and assistance will be provided in the primary
5 language of these residents as necessary to insure that all displacees have a complete
6 understanding of the relocation program and their eligibility for benefits. The plan offers no
7 detailed explanation as to how this assistance will be provided. The relocation plan made
8 available in February 2008 and DHA's notice that the plan was available for review are in
9 English only, and provide no information to residents with language barriers as to the
10 availability of the relocation plan or a notice in their native language. The Informational Notice
11 (Attachment 5) to the relocation plan indicates that unspecified services are available only in
12 Spanish.

13 165. On information and belief, the relocation plan was not made available in
14 Spanish to residents that requested it 30 days before the Plan was adopted; it was not made
15 available in Tagalog to residents that requested it until after the relocation plan had been
16 adopted; and it was not made available at all in Farsi, Punjabi, or Chinese.

17 167. The relocation plan provides that relocation benefits will be provided in
18 accordance with the CRA Act and Guidelines and federal regulations pertaining to demolition
19 or disposition of public housing projects. Federal regulations require DHA to provide actual
20 and reasonable relocation expenses to displaced residents. 24 C.F.R. §970.21. Actual and
21 reasonable relocation expenses include the actual security deposits and credit check costs
22 displaced residents may be required to pay to relocate. Inconsistently with the relocation plan
23 and federal law, the relocation plan arbitrarily limits security deposits to one-month's rent with
24 a maximum of \$2400, and caps credit check costs at \$75. A failure to pay for actual relocation
25 costs will not comply with disposition and demolition regulations or minimize the hardship of
26 displacement for low income public housing residents as is required by the CRA Act.

27 168. The relocation plan fails to comply with 25 C.C.R. §6090(c) which requires the
28 displacing entity to advance moving expenses whenever later payment would result in financial

1 hardship for the resident. The relocation plan provides only for expedited payment to help
2 avoid the loss of desirable and appropriate replacement housing.

3 169. The moving expense permitted for residential tenants in the relocation plan
4 does not comply with 25 C.C.R. §§6090 and 6098. Displaced residents are entitled to choose
5 between payment of actual reasonable moving expenses or a fixed moving expense. The
6 relocation plan for residential tenants fails to delineate all actual expenses covered by 25 C.C.R.
7 §6090 which deprives residents of information necessary to make a meaningful choice between
8 the moving expense options.

9 170. The relocation plan does not provide adequate replacement housing payment
10 information to determine that replacement units will be within the financial means of residents
11 that have been or will be displaced or to enable residents that have been or will be displaced to
12 locate comparable replacement housing.

13 171. The relocation plan does not provide sufficient information to determine that
14 the amount budgeted for relocation assistance is available to meet the relocation needs of all
15 persons that have been or will be displaced.

16 172. Defendant DHA did not encourage Plaintiffs or other residents of Arroyo Vista
17 to participate in a relocation committee as required by 25 C.C.R. §6012.

18 173. Defendants' actions and omissions as alleged herein have caused and continue
19 to cause harm to Plaintiffs. Plaintiffs are without a plain, speedy and adequate remedy at law
20 and are entitled appropriate declaratory and injunctive relief.

21 **XV. PRAYER FOR RELIEF**

22 Wherefore, Plaintiffs pray that the Court grant the relief set forth below:

23 1. Issue an alternative or peremptory writ of mandate commanding Defendant
24 City to rescind or set aside Resolution No. 136-07 approving the DDA between Defendants
25 DHA and HACA and Real Parties;

26 2. Issue an alternative or peremptory writ of mandate enjoining Defendants and
27 each of them from implementing the DDA between DHA and HACA and Real Parties;
28

1 3. Issue an alternative or peremptory writ of mandate commanding Defendants to
2 cease any displacement of Arroyo Vista residents before Defendants have fully complied with
3 the CRAA and Guidelines, and ordering Defendants to locate and provide relocation assistance
4 payments, and compensation for additional costs incurred by all eligible persons who moved
5 from Arroyo Vista after July 2006 without the requisite relocation assistance and benefits
6 mandated by the CRAA and Guidelines.

7 4. Declare that the acts and omissions of Defendants as set forth above, violate
8 Section 18 of the United States Housing Act of 1937, 42 U.S.C. §1437p and its implementing
9 regulations.

10 5. Declare that the acts and omissions of Defendants as set forth above, violate
11 Section 104(d) of the Housing and Community Development Act of 1968, as amended, 42
12 U.S.C. §5304(d) and its implementing regulations.

13 6. Declare that the acts and omissions of Defendants, as set forth above, including
14 the Relocation Assistance Plan adopted by DHA on June 3, 2008, violate the California
15 Relocation Assistance Act, Govt. C. §7260 *et seq.* and Guidelines.

16 7. Declare that the acts and omissions of Defendants, as set forth above, violate
17 the Fair Housing Act, 42 U.S.C. §3601 *et seq.*

18 8. Declare that the acts and omissions of Defendants, as set forth above, violate
19 the California Fair Employment and Housing Act, Cal. Govt. C. 12955 *et seq.*

20 9. Enter a temporary restraining order, preliminary and permanent injunction,
21 without bond or upon a nominal bond:

- 22 ▪ Enjoining Defendants from implementing the DDA, with the exception of
23 planning activities necessary to Defendants' disposition application;
- 24 ▪ Commanding defendants to cease displacement and relocation of Arroyo Vista
25 residents without prior HUD approval of the disposition application, without a
26 relocation plan that conforms with 42 U.S.C. §1437p and implementing
27 regulations, 42 U.S.C. §5304(d) and implementing regulations, Cal. Govt. C.
28 §7260 and Guidelines and adopted pursuant to such federal and state laws, and
 without providing all of the relocation assistance notices, advisory services,
 and relocation benefits mandated by such federal and state laws;
- Ordering Defendants to locate persons already displaced since July 2006 and

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permit them to return to their homes, or at their option, to receive all relocation assistance and compensation required by 42 U.S.C. §1437p and implementing regulations, 42 U.S.C. §5304(d) and implementing regulations, and Cal. Govt. C. §7260 and Guidelines;

- Ordering Defendants to restore and re-rent vacant public housing units unless and until HUD approves a disposition or demolition application pursuant to 42 U.S.C. §1437p and implementing regulations;
- Enjoining Defendants from displacing and relocating residents and removing residential units from the public housing stock in violation of federal and state fair housing laws.

10. Award Plaintiffs their costs incurred herein;
 11. Award attorneys fees to Plaintiffs counsel, The Public Interest Law Project;
- and
12. Grant such other and further relief as the Court deems just and proper.

Dated: July 28, 2008

BAY AREA LEGAL AID
Phillip R. Morgan
Naomi Young
Lisa S. Greif

CALIFORNIA AFFORDABLE HOUSING LAW
PROJECT OF THE PUBLIC INTEREST LAW
PROJECT
Deborah Collins
Michael Rawson
Craig Castellanet

By: /s/ Lisa S. Greif
Lisa S. Greif
BAY AREA LEGAL AID

Attorneys for Plaintiffs

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DISCLOSURE OF NON-PARTY INTERESTED ENTITIES OR PERSONS

Pursuant to Civil L.R. 3-16, the undersigned certifies that as of this date, other than the named parties, there is no such interest to report.

Dated: July 28, 2008 /s/ Lisa S. Greif
Lisa S. Greif
Attorney for Plaintiffs

I hereby attest that I have on file all holograph signatures for any signatures indicated by a "conformed" signature (/s/) within this efiled document.

Dated: July 28, 2008 /s/ Lisa S. Greif
Lisa S. Greif
Attorney for Plaintiffs

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VERIFICATION

I, Rhenae Keyes, am Chair of the Arroyo Vista Tenants Association (AVTA), one of the Plaintiffs in the above-titled action, pursuant to a resolution of AVTA. I have read the First, Second, and Third Claims for Relief of the Second Amended Complaint and Verified Petition for Writ of Mandate. The same is true, except as to those matters that are alleged on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed July 28, 2008 at Dublin, California.

/s/ Rhenae Keyes
Rhenae Keyes
Chair, Arroyo Vista Tenants Association

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VERIFICATION

I, Rhenae Keyes, am one of the Plaintiffs in the above-entitled action. I have read the First, Second and Third Claims for Relief of the foregoing Second Amended Complaint and Verified Petition for Writ of Mandate. The same is true, except as to those matters that are alleged on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed July 28, 2008 at Dublin, California.

/s/ Rhenae Keyes
Rhenae Keyes

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VERIFICATION

I, Andres Arroyo, am one of the Plaintiffs in the above-entitled action. I have read the foregoing First, Second, and Third Claims for Relief of the Second Amended Complaint and Verified Petition for Writ of Mandate. The same is true, except as to those matters that are alleged on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed July 28, 2008 at Dublin, California.

/s/ Andres Arroyo
Andres Arroyo

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VERIFICATION

I, Darlene Brown, am one of the Plaintiffs in the above-entitled action. I have read the foregoing First, Second, and Third Claims for Relief of the Second Amended Complaint and Verified Petition for Writ of Mandate. The same is true, except as to those matters that are alleged on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed July 25, 2008 at Dublin, California.

/s/ Darlene Brown
Darlene Brown

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VERIFICATION

I, Elise Veal, am one of the Plaintiffs in the above-entitled action. I have read the foregoing First, Second, and Third Claims for Relief of the Second Amended Complaint and Verified Petition for Writ of Mandate. The same is true, except as to those matters that are alleged on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed July 25, 2008 at Dublin, California.

/s/ Elise Veal
Elise Veal