

APPENDIX B-9

**Stipulation of Facts, filed April 12, 2007 by the City of Glendale in
Molano et al. v. City of Glendale, Los Angeles County Superior Court,
Case No. BS106394**

1 Scott H. Howard (Bar No. 71269)
2 Gillian van Muyden (Bar No. 176801)
3 Michael J. Garcia (Bar No. 192848)
4 City of Glendale
5 City Attorney's Office
6 613 E. Broadway, Suite 220
7 Glendale, California 91206
8 Telephone: 818.548.2080
9 Facsimile: 818.547.3402
10 Email: gvanmuyden@ci.glendale.ca.us

ORIGINAL FILED
APR 12 2007
LOS ANGELES
SUPERIOR COURT

11 Attorneys for Respondent City of Glendale

12 *See Following Page For Additional Counsel*

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

16 HERBERT MOLANO, ALAN SMOLINISKY,)
17 and CONQUEST STUDENT HOUSING, LLC, a)
18 California limited liability company,)

19 Petitioners,

20 v.

21 CITY OF GLENDALE, CALIFORNIA, a)
22 governmental entity,)

23 Respondent.)

24 _____)
25 DOES 1 through 50, inclusive,)
26 Real Party in Interest.)
27 _____)
28

Case No. BS106394

STIPULATION OF FACTS

Department 85
Honorable Dzintra Janavs

Petition Filed: December 8, 2006

Trial Date: July 23, 2007

1 Michael H. Zischke (Bar No. 105053)
Scott B. Birkey (Bar No. 209981)
2 Cox Castle & Nicholson LLP
3 555 Montgomery Street, Suite 1500
San Francisco, California 94111
4 Telephone: 415.392.4200
Facsimile: 415.392.4250
5 Email: mzischke@coxcastle.com

6 Mark J. Dillon (Bar No. 108329)
7 Rachel C. Cook (Bar No. 230140)
Gatzke Dillon & Ballance LLP
8 1525 Faraday Avenue, Suite 150
Carlsbad, California 92008
9 Telephone: 760.431.9501
Facsimile: 760.431.9512
10 Email: mdillon@gdandb.com

11 Attorneys for Respondent City of Glendale
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 affiliated. With the exception of the foregoing relationship, Petitioner Alan Smolinisky does not do
2 business in the City of Glendale.

3 9. Petitioner Alan Smolinisky does not have any legal or equitable ownership interest in any
4 property abutting the boundaries of the City of Glendale.

5 10. Petitioner Alan Smolinisky does not live or work in any property abutting the boundaries
6 of the City of Glendale.

7 11. Petitioner Alan Smolinisky has not announced plans to acquire, own, develop, lease, or
8 manage any property in or abutting the City of Glendale.

9 **PETITIONER CONQUEST STUDENT HOUSING, LLC**

10 Without stating or admitting that such facts are true, CSH stipulates to the following facts for
11 purposes of the within litigation only:

12 1. Petitioner CSH is a California limited liability company

13 2. Petitioner CSH is a for-profit limited liability company.

14 3. Petitioner CSH's principal place of business is located at 3770 South Figueroa Street, City
15 of Los Angeles, California.

16 4. Petitioner CSH's principal business location is approximately 7.25 miles south of the City
17 of Glendale.

18 5. Petitioner CSH manages properties for, and benefits from the activities of, several limited
19 liability companies, each of which concentrates on student housing around the campuses of the
20 University of California ("USC") and the University of California Santa Barbara ("UCSB").

21 6. Petitioner CSH manages properties for several limited liability corporations, which, in
22 turn, own more than 400 residential rental units located in the City of Los Angeles, California.

23 7. Petitioner CSH does not manage any limited liability corporations, which, in turn, own
24 any property located within the boundaries of the City of Glendale.

25 8. Petitioner CSH does not operate a place of business within the boundaries of the City of
26 Glendale.

27 9. Petitioner CSH does not own any property located in or abutting the City of Glendale.

28 10. Petitioner CSH does not lease any property located in or abutting the City of Glendale.

11. Petitioner CSH does not manage any property located in or abutting the City of Glendale.

12. Petitioner CSH does not have any legal or equitable ownership interest in any property
located in or abutting the City of Glendale.

1 13. Petitioner CSH is not required to, and does not, pay any taxes, fees, or assessments to the
2 City of Glendale.

3 14. Petitioner CSH has a continuing business relationship with First American Title
4 Company of Los Angeles, located at 520 North Central Avenue, 8th Floor, Glendale, California, 91203,
5 which company provides title insurance services to companies with which Petitioner CSH is affiliated.
6 With the exception of the foregoing relationship, Petitioner CSH does not do business in the City of
7 Glendale.

8 15. Petitioner CSH does not engage in, and never has engaged in, any business directly with
9 the City of Glendale or its Redevelopment Agency.

10 16. Petitioner CSH has not announced any plans to engage in any business directly with the
11 City of Glendale or its Redevelopment Agency.

12 17. Petitioner CSH has not announced plans to acquire, own, develop, lease, or manage any
13 property within the boundaries of the City of Glendale.

14 18. Petitioner CSH does not hold itself out as an environmental organization or association
15 duly organized and established for the purpose of protecting the environment.

16 19. Petitioner CSH is currently involved in litigation against the City of Los Angeles in
17 which Urban Ventures Glenoaks II, LLC has been named as a real party in interest. Petitioner CSH is
18 currently involved in litigation against the Community Redevelopment Agency of the City of Los
19 Angeles in which University Gateway Development, LLC, has been named as a real party in interest.
20 Petitioner CSH is currently involved in litigation between the City of Kenmore, Washington and Urban
21 Partners, LLC, in which Petitioner CSH is an intervenor/defendant. CSH is informed and believes that
22 Urban Ventures Glenoaks II, LLC and University Gateway Development, LLC, are affiliated with Urban
23 Partners, LLC.

24 20. Petitioner CSH is affiliated with companies and persons having ownership interests in
25 residential housing properties which may compete at some future time with University Gateway, a
26 proposed residential housing project advocated by the principals of Urban Partners, LLC. Petitioner CSH
27 has a continuing business relationship with First American Title Company of Los Angeles, located at 520
28 North Central Avenue, 8th Floor, Glendale, California, 91203, which company provides title insurance
services to companies with which Petitioner CSH is affiliated, and Petitioner CSH has ties with Herbert
Molano, petitioner in the within action, which ties relate to their coordinated opposition to the Downtown
Specific Plan and prosecution of this action. With the exception of the foregoing relationships, Petitioner
CSH does not have any ties to the City of Glendale.

1 21. Petitioner CSH has not challenged any project in a quasi-legislative or administrative
2 proceeding anywhere except for the following: (1) the University Gateway redevelopment project; (2)
3 the 51-unit residential condominium project located at 8612, 8614, and 8616 Glenoaks Boulevard (City
4 of Los Angeles Case No. TT 65528); (3) the Herald-Examiner project (City of Los Angeles Case No.
5 VTT 64396 and Case No. ZA 2006-6513); (4) the Zoning Administrator's Interpretation for the Bunker
6 Hill Urban Renewal Project Area and the Central Business District Redevelopment Project Area
7 concerning floor area ratio averaging in unified developments (City of Los Angeles Case No. ZA 2006-
8 5863); (5) amendments to the General Plan of the City of Los Angeles relating to the "Figueroa Corridor"
9 (City of Los Angeles Case No. CPC-2006-7753-GPA); (6) proposed ordinances that would permit the
10 establishment of Off-Campus Housing (OCH) Overlay Districts throughout the City of Los Angeles
11 (City of Los Angeles Case Nos. CPC-2005-5847); and (7) a proposed ordinance that would establish a
12 University Off-Campus Housing Supplemental Use District in an approximately 2 square-mile area
13 surrounding the University of Southern California (City of Los Angeles Case No. CPC-2005-5848).
14 CSH is informed and believes that University Gateway Development, LLC, is one of the applicants in the
15 University Gateway development project, and is affiliated with Urban Partners, LLC. CSH is informed
16 and believes that Urban Ventures Glenoaks II, LLC, is one of the applicants in the residential
17 condominium project on Glenoaks Boulevard, and is affiliated with Urban Partners, LLC. CSH is
18 informed and believes that Urban Partners, LLC, was at one time, but no longer is, one of the applicants
19 in the Herald Examiner project. CSH is informed and believes that the proposed amendments to the
20 General Plan of the City of Los Angeles relating to the "Figueroa Corridor" will apply to an area that
21 includes, but is not limited to, the property on which the University Gateway development project is
22 located.

23 22. The only litigation that Petitioner CSH has filed challenging the validity of a project or
24 EIR has been as follows: (1) *Conquest Student Housing, LLC v. Community Redevelopment Agency et*
25 *al.* (Case No. BS104539), naming as Real Party in Interest University Gateway Development, LLC; (2)
26 *Orellano v. City of Los Angeles* (Case No. BS107193), naming as Real Party in Interest Urban Ventures
27 Glenoaks II, LLC; and (3) the within matter, *Molano v. City of Glendale* (Case No. BS106394). CSH is
28 informed and believes that University Gateway Development, LLC and Urban Ventures Glenoaks II,
LLC are affiliated with Urban Partners, LLC. CSH is also informed and believes that the Downtown
Specific Plan at issue in the within matter will affect an area including, but not limited to, the Verdugo
Gardens project, a project advocated by the principals of Urban Partners, LLC, and therefore may affect
Urban Partners, LLC and its affiliates.

1 23. Petitioner CSH has not challenged any project involved in a quasi-legislative or
2 administrative proceeding in the City of Glendale except for the pending action.

3 24. Petitioner CSH has not filed any litigation challenging the validity of any project or EIR
4 in the City of Glendale except for the pending action.

5 25. Petitioner CSH did not challenge the Staples Center expansion project, and CSH's
6 business headquarters and student housing managed by CSH are located between 1 and 3 miles from the
7 Staples Center.

8 26. Petitioner CSH did not challenge the Grand Avenue Redevelopment project, and CSH's
9 business headquarters and student housing managed by CSH are located between 3 and 5 miles from the
10 Grand Avenue Redevelopment project.

11 Execution of this stipulation by facsimile will be acceptable. All signature pages together will
12 constitute the original stipulation.

13 April __, 2007

Law Office of John A. Henning, Jr.

14 Attorney for Petitioners, Alan Smolinisky and
15 Conquest Student Housing, LLC

16 By: _____
17 John A. Henning, Jr.

18 April ¹⁰__, 2007

Gatzke Dillon & Ballance LLP

19 Attorney for Respondent

20 By: 
21 Mark J. Dillon
22

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

23. Petitioner CSH has not challenged any project involved in a quasi-legislative or administrative proceeding in the City of Glendale except for the pending action.

24. Petitioner CSH has not filed any litigation challenging the validity of any project or EIR in the City of Glendale except for the pending action.

25. Petitioner CSH did not challenge the Staples Center expansion project, and CSH's business headquarters and student housing managed by CSH are located between 1 and 3 miles from the Staples Center.

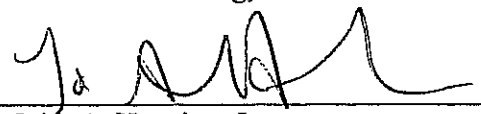
26. Petitioner CSH did not challenge the Grand Avenue Redevelopment project, and CSH's business headquarters and student housing managed by CSH are located between 3 and 5 miles from the Grand Avenue Redevelopment project.

Execution of this stipulation by facsimile will be acceptable. All signature pages together will constitute the original stipulation.

April 10, 2007

Law Office of John A. Henning, Jr.

Attorney for Petitioners, Alan Smolinisky and Conquest Student Housing, LLC

By: 
John A. Henning, Jr.

April 10, 2007

Gatzke Dillon & Ballance LLP

Attorney for Respondent

By: 
Mark J. Dillon

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

be delivered to an authorized courier or driver authorized by Golden State Overnight to receive documents on the same date that it is (they are) placed at Gatzke Dillon & Ballance LLP for collection.

BY PERSONAL SERVICE [Code Civ. Proc sec. 1011] by placing a true copy thereof enclosed in a sealed envelope addressed as follows for collection and delivery at Gatzke Dillon & Ballance LLP, causing personal delivery of the document(s) listed above to the person(s) at the address(es) set forth below.

I am readily familiar with Gatzke Dillon & Ballance LLP's practice for the collection and processing of documents for hand-delivery and know that in the ordinary course of Gatzke Dillon & Ballance LLP's business practice the document(s) described above will be taken from Gatzke Dillon & Ballance LLP and hand-delivered to the document's addressee (or left with an employee or person in charge of the addressee's office) on the same date that it is placed at Gatzke Dillon & Ballance LLP.

BY ELECTRONIC SERVICE [Code Civ. Proc sec. 1010.6] by electronically mailing a true and correct copy through Gatzke Dillon & Ballance LLP's electronic mail system to the e-mail address(s) set forth below, or as stated on the attached service list per agreement in accordance with Code of Civil Procedure section 1010.6.

John A. Henning, Jr. 125 North Sweetzer Avenue Los Angeles, California 90048 Tel: (323) 655-6171 Fax: (323) 655-6109	<input type="checkbox"/> Fax <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Overnight <input type="checkbox"/> Personal <input checked="" type="checkbox"/> Electronic
--	---

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

Executed at Carlsbad, California on April 11, 2007.



Terri Kido