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Submissions by the public in compliance with the Commission Rules and Operating Procedures (ROPs), Rule 4.3, are distributed to the Commission and uploaded online. Please note that "compliance" means that the submission complies with deadline, delivery method (hard copy and/or electronic) AND the number of copies. Please review the Commission ROPs to ensure that you meet the submission requirements. The ROPs can be accessed at **http://planning.lacity.org**, by selecting "Commissions & Hearings" and selecting the specific Commission.

All compliant submissions may be accessed as follows:

- **"Initial Submissions"**: Compliant submissions received no later than by end of day Monday of the week prior to the meeting, which are not integrated by reference or exhibit in the Staff Report, will be appended at the end of the Staff Report. The Staff Report is linked to the case number on the specific meeting agenda.

- **"Secondary Submissions"**: Submissions received after the Initial Submission deadline up to 48-hours prior to the Commission meeting are contained in this file and bookmarked by the case number.

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ENABLE BOOKMARS ONLINE:

**If you are using Explorer, you need will need to enable the Acrobat toolbar to see the bookmarks on the left side of the screen.

If you are using Chrome, the bookmarks are on the upper right-side of the screen. If you do not want to use the bookmarks, simply scroll through the file.

If you have any questions, please contact the Commission Office at (213) 978-1300.

SECONDARY SUBMISSIONS

Connect Create Collaborate

Planning CPC <cpc@lacity.org>

Request for continuance of CPC-2019-4983-GPA-VZC

Paul Garry <paul.garry@psomas.com> Tue, Oct 13, 2020 at 1:11 PM
To: "cpc@lacity.org" <cpc@lacity.org>
Cc: Jane Choi <jane.choi@lacity.org>, "agetachew@theagrp.com" <agetachew@theagrp.com>, Nicole Sanchez <nicole.sanchez@lacity.org>

On behalf of the project applicant/property owner, I would like to request a continuance of CPC-2019-4983-GPA-VZC and ENV-2019-4984-ND at 2436 N. Gates Street (2417-2455 N. Thomas Street and 2428-2436 N. Gates Street)

Scheduled or Thursday, October 15, 2020 to a future date (uncertain), to allow for additional discussions between Planning staff and the applicant on the project description and conditions of approval.

Thank you,

Paul Garry

PSOMAS | Balancing the Natural and Built Environment

Senior Project Manager – Land Use Entitlements

555 S. Flower Street, Suite 4300

Los Angeles, CA 90071

213.223.1451 | cell 310.663.1467
www.Psomas.com

Re: Response to Hollywood Center Project Draft Environmental Impact Report ("DEIR"); Case Number ENV-2018-2116-EIR; State Clearinghouse Number 2018051002

Dear Mrs. Nguyen

I am writing as a local property owner in the Hollywood Dell, submitting my very strong concerns regarding the Hollywood Center Project (PROJECT) as currently proposed adjacent to the Capitol Records building. Please forward my concerns to the Land Use Authorities involved. Thank you.

From: Nicholas S Herman
2020 Vine Street, Los Angeles, CA 90068
917 589 1611

To: Los Angeles City Council / City of Los Angeles Land Use Authorities

Re: Land Use Approval and Waivers requested for the
Hollywood Center Project proposed adjacent Capitol Records building

To whom it may concern:

I am a proud home owner in the historic Hollywood Dell on the equally historic Vine Street, one of the anchor neighborhoods of Hollywood.

I have been a home owner for nearly a decade in the Dell, having totally renovated my property and I am NOT anti-development, as I have been encouraged to see small duplex and triplex developments being created in the neighborhood and look forward to further ADUs and multifamily building. That being said, as the crow flies I am less than three blocks from the proposed project and it would make a tremendous impact on me personally as well as the greater community.

While I am open to and encourage development in both the residential areas and more commercial sectors of Hollywood, such as has been in abundance in and around Argyle Avenue over the past few years, I am opposed to over-sized and out of proportion projects that overwhelm the qualities of Hollywood that are its central attraction. As a property owner and resident of the neighborhood most directly impacted by this PROJECT, I strongly oppose each of the various plans under consideration for the following reasons:

1. **Environment Impact Reports for each of the PROJECT designs fail to account for, to mitigate – or even to mention significant human and community impacts and costs**, including:

    a. Impact of building high-density residential and commercial units directly over seismically active faults.

i. Placing high-density residential and commercial units over active faults demonstrates reckless disregard for human lives, including those of seniors and low-income residents the PROJECT purports to serve.

ii. PROJECT EIR includes NO PLAN for housing residents made homeless if PROJECT is damaged and rendered unlivable by a quake. Costs would fall to taxpayers and the neighborhood would be further degraded.

This concern is real. After the Northridge quake, residents throughout Hollywood lived for nearly a year in tents in their yards, as the quake had rendered their homes unsafe. We cannot handle our current homeless population. PROJECT EIR fails to address this important issue and seems almost intentionally to disregard. More modest and humble planning would in my very strong opinion remedy this and show integrity on behalf of developers

ALSO, City taxpayers cannot afford to indemnify PROJECT developers who knowingly and willfully put so many additional lives and the entire community at risk, for their own profit.

iii. PROJECT developers have a proven track record of cutting corners in building safety and design that renders them untrustworthy. This PROJECT is their attempt to bring their cost-cutting disregard for safety to Hollywood.

We must not permit them to put prospective community residents at risk or damage yet another iconic CA neighborhood.

Exhibit A: A high-rise building in San Francisco that the same developers built is now leaning badly. One side of the building has sunk > 14 inches, due to inadequate (cost-cutting) construction and design. This is such a glaring and pertinent example as to DEMAND attention. This developer does not seem trustworthy and has a proven track record of duplicity and litigiousness.

b. Impact of PROJECT dimensions and height on the character, aesthetics, views, desirability, livability and property values in the community and potential for harm to each is massive and has not been addressed in PROJECT EIR.

c. Impact of PROJECT density on existing neighborhood gridlock, first responders' capacity to move and human safety is also massive – and is also not addressed in PROJECT EIR.

2. **THIS IS THE PRIMARY AND INEXCUSABLE FAULT OF THIS PROJECT.** The height of the PROJECT is <u>totally out-of-proportion</u> to any other building in the area by a factor of more than 2x. A zoning variance for the PROJECT should NOT be considered nor approved. Given that the primary attraction of HOLLYWOOD, is the sign on the historic and beautiful hills as well as the charming nostalgia of the Boulevard and its many historic aspects… it stands to reason blocking that view with enormous towers is deleterious and fundamentally alters the entire character of HOLLYWOOD. Not to mention the historic Capital Record building. Lower height would be such an obvious compromise. This is NOT downtown with requisite infrastructure. The subway will not mitigate the overwhelming density this project will entail and the extreme congestion in and around the 101 Freeway on Argyle and Cahuenga Aves.

The PROJECT could really be a nice addition… or it could destroy the neighborhood. Sadly, it seems desire for growth has interrupted sound and conservative decision making.

a. PROJECT height would degrade the character and aesthetics of this iconic neighborhood.

This would irrevocably degrade property values in the neighborhood, including the value of my own home.

b. PROJECT height would horribly block (degrade) views in the neighborhood, including the view from my home and residential income property. This would reduce the desirability and value of my home and of my residential income property and cause me additional direct economic harm.

3. **The density of the PROJECT would exacerbate current gridlock** in the neighborhood. **This could cost lives** by limiting first responders' capacity to move.

a. Streets within Hollywood have not been widened nor improved in any way that reflects the kind of density this tower promises…. while residential and commercial density has increased significantly over the past five years with the addition of more than 1,000 new apartment units in the immediate neighborhood. Hollywood is growing and again that's GOOD. But this project is too big without adding anything to the neighborhood.

This is dangerous. Streets within Hollywood have become impossible to navigate for hours on end. It often takes 40 minutes or more to drive 3 blocks in the immediate vicinity. First responders are already slowed down. Additional density could cost lives by further restricting first responders' capacity to move or to respond. The 101 freeway on / off ramp is already a major source of congestion in the areas as is the Hollywood Bowl. There has been a totally insufficient study to remedy this problem which is a much bigger and more pressing problem than this PROJECT.

PLEASE create a mature and integrated environmental plan that balances these very important concerns.

b. The commercial core of Hollywood and Vine is already struggling with lack of green space, pedestrian friendly access and bike lanes. If you want to encourage people to get out of their cars we need a more compelling solution. I would suggest adding more public green space to the plan. The HOLLYWOOD FARMERS MARKET is one of the most successful weekly community gatherings in the entire city. This multiblock event could and should be encouraged to grow and could be included in a much more creative and green / forward thinking master plan for the area.

Failure by PROJECT developers to include, address or in any way mitigate the human and community costs outlined above is inexcusable and reeks of aggressive manipulation of power brokers and very short term thinking. Exactly the opposite of what we need right now.

We need to be visionary. No more business as usual and settling. Los Angeles can still be the city of the future. Let's start acting like it.

The EIRs submitted with PROJECT plans are quite frankly disrespectful and exploitative in the extreme. These egregious omissions within PROJECT EIRs testify to the untrustworthiness and insincerity of PROJECT developers, as through their many omissions, PROJECT EIRs attempt to skirt extremely important social and environmental issues and concerns. PROJECT EIRs on their face thereby constitute Exhibit B as evidence for why PROJECT developers should not be trusted nor approved for the zoning variances and approvals they seek.

Failure of the City Council and the city's Land Use authorities to hold PROJECT developers accountable for their flagrant failure to address such fundamental concerns in PROJECT EIRs would be an egregious abdication of responsibility.

As a property owner and resident of the immediate neighborhood directly impacted by the PROJECT, I strongly urge that approval be denied for this PROJECT.

The EIR for any future project proposed for the neighborhood must accurately reflect the real human and community impact and costs involved.

This PROJECT and its EIR fail to adequately answer many outstanding concerns nor have the interests of existing home owners and businesses, not to mention the city Los Angeles.

This PROJECT as conceived, in all its various permutations, must not be permitted to proceed.

We can and must do better for the citizens of Los Angeles. The proposed PROJECT will inalterably change one of the most culturally significant and historic regions of the western United States and of Los Angeles.

Let's dream up something more interesting than this.

Sincerely,

Nicholas S. Herman
2020 Vine Street
Los Angeles, CA 90068
917 589 1611

Mindy Nguyen October 8, 2020
City of Los Angeles, Department of City Planning
221 N. Figueroa St., Suite 1350
Los Angeles, CA 90012

RE: CPC-2018-2114-DB-CU-MCUP-SPR

Dear Ms. Nguyen and/or other appropriate City Planners,

I, and my neighborhood, have some serious concerns about CPC-2018-2114-DB-CU-MCUP-SPR and related cases that are before you. The overriding worry has to do with operational noise from the rooftop/pool deck on the West Site Podium. I hope you're aware that there's an over-concentration of alcohol sales in Hollywood. The community is vastly impacted from the negative effects of so much alcohol and the people and behavior that it attracts. Noise is one of the greatest impacts that the people who live here deal with. Outdoor/rooftop locations are the most egregious creators of this disruptive and invasive noise. Outdoor ground level spaces have been horrible enough, but once the source of the noise is outside and put up into the air, even 30 feet up, it multiplies the problem. Add alcohol into the mix and the Project's pool deck could become a nightmare for the neighbors. It is a basic fact of life that people are louder when they are drinking alcohol. Two rooftop uses in the recent past, The Kress and Drai's at the W Hotel, both caused awful problems. I used to hear the Kress every night it was open and it was on Hollywood Blvd. and well over 1600 feet away from our house (per Zimas). The rooftop was entitled and sworn to be a quiet bar for 36 people with "background, ambient music only", but soon after opening it became a full-on nightclub with blasting music and flashing lights.

Currently we are experiencing problems from the Dream Hotel's rooftop at 6417 Selma. Though the intent of its CUB conditions are clearly for it not to be a disruption, it is being operated at night as a nightclub, and has been a disruption. It can serve alcohol till 2AM and has a 4AM closure. It lacks tight, detailed conditions, and has no expiration, hence no incentive to operate responsibly. If it had a earlier closure, this would not be happening. Nightclubs, including this one, don't even start to get loud and packed until 11:30PM-12 midnight. During entitlement, they swore and promised repeatedly that the rooftop would not be a nuisance. It is and has been since it's third day of opening. It clearly operates as a nightclub. When I am impacted by noise, I just do not guess who the violator is. When I have the energy and intend to complain, I get up and trace the noise. After lying in bed past midnight and hearing songs clear as day, I have traced the noise many, many times to the Highlight Room. I am 1,409-feet away, according to Zimas. Two videos have been posted to Youtube documenting the noise from Dream Hotel from almost a half mile away! Please see

https://www.youtube.com/watch?v=upVgkM5RDjg&feature=youtu.be
https://www.youtube.com/watch?v=TLmLFZVjyOM&feature=youtu.be

It is not just rooftop bars that have been a problem, but bars outdoors of any kind that are not properly conditioned. At 1430 Cahuenga is a nightclub called Lure with an outdoor patio that for years we've had terrible noise issues with. I live over 1000- feet away (according to Zimas) and this is what I often experience: With the TV on, I will hear and feel a thumping bass and music that sounds like someone is parked in front of our house blasting their car stereo. See case file ZA 2004- 5422(CUB)(ZV)(PA2) for more details of the problems we experience here. These are not one-off anecdotes but are quite common with outdoor/rooftop spaces. Rooftop uses are generally harder to trace if and when they become a problem, and the LAMC noise ordinance is all but useless. How does one measure DB levels at the property line when the source is 160-feet in the air? In general, noise impacts are very erratic, arbitrary, and unpredictable. One location will be greatly impacted and a few feet away it will be minimal. Noise issues can change with the weather and which way the wind is blowing. When nightclubs and bars are at ground level, at least the noise is easily traced and more predictable and contained, but when raised in the air the impacts change and so does any accountability. Furthermore, a lot of operators don't care about noise violation tickets, figuring it as the cost of doing business and in no way are citations a disincentive for them. Events might earn the operator tens of thousands (even hundreds of thousand) of dollars a night, why would they care about a $200 ticket? Regardless, there is scarce and difficult enforcement for these quality of life issues, which is why the discretionary actions before you should be carefully considered and responsibly decided. Hollywood has seen an explosion of hotel-with-activated-rooftop-development projects in the last couple years with at least 6 other hotel rooftops within 500-feet of this hotel. When the radius is widened out to 1,500- feet, there are at least 10. This is an important and significant fact. So many rooftops serving alcohol will clearly have a cumulative noise impact, and with so many competing potential suspects, make enforcement of noise regulations daunting if not outright impossible.

There are only a few conditions in a Zoning Administrators tool bag to prevent these locations from becoming de facto nightclubs. They are an earlier closing time, no Live Entertainment/DJ, no amplified music, and no cover charge/restricted access. CUB's should have effective, all-encompassing, comprehensive conditions for a worst-case scenario. Many CUB's lack them and it makes enforcement frustrating and exhausting, and a waste of resources in time and money for LAPD and the City.

It is also easier to apply conditions ahead of time than try and add them after problems arise. Getting a bad operator to comply and be a good neighbor is not an easy task. Not only does it require a lot of resources from LAPD, Building and Safety, and Planning, it is not an expeditious process. Revocation of a grant typically takes 3-6 years. In the meantime, neighbors and the community suffer.

Conditional Use Beverage
LAMC Section 12.24-W,1,

1.) *that the project will enhance the built environment in the surrounding neighborhood or will perform a function or provide a service that is essential or beneficial to the community, city, or region.*
A rooftop with alcohol service will NOT provide a service that is essential, and especially will NOT be beneficial to the community. It will have the great potential to be a nuisance to the community by disturbing thousands of residents in the quiet enjoyment of their property. Both food and alcohol are readily and widely available in the immediate area, so the project will not be providing any service to the community than the community already has in abundance.

2.) *that the project's location, size, height, operations and other significant features will be compatible with and will not adversely affect or further degrade adjacent properties, the surrounding neighborhood, or the public health, welfare, and safety;*
The operation and significant feature of rooftop alcohol sales will degrade the surrounding neighborhood, both commercial and residentially zoned. More alcohol in an already alcohol over-concentrated area will further jeopardize public safety via drunk driving, and the accompanying crime and behavior that goes along with so much alcohol consumption.

3.) *that the project substantially conforms with the purpose, intent and provisions of the General Plan, the applicable community plan, and any applicable specific plan*
The project does NOT conform to the purpose, intent or provision of the General Plan. Chapter III of the Noise Element of the General Plan states that the Goal of the Plan is " A City where noise does not reduce the quality of urban life." Objective 2 (Non airport) of the Plan states " Reduce or eliminate nonairport related intrusive noise, especially relative to noise sensitive uses." The Policy states " 2.2 Enforce and/or implement applicable city, state and federal

regulations intended to mitigate proposed noise producing activities, reduce intrusive noise and alleviate noise that is deemed a public nuisance." Objective 3 (Land Use Development) of the Plan states "Reduce or eliminate noise impacts associated with proposed development of land and changes in land use", and the Policy states" Develop land use policies and programs that will reduce or eliminate potential and existing noise impacts." A rooftop bar and special events will create intrusive noise for all the surrounding residential areas within 2000 feet, possibly further. A rooftop use with just 100 people only talking and under the influence of alcohol could easily affect residential area within 1000 feet, depending on weather. This is one reason why LAMC requires a variance for outdoor eating area above ground level. Any rooftop use does not conform in any way to the General Plan cited above.
In the 1988 Hollywood Community Plan, Objective #3 states "To encourage the preservation and enhancement of the varied and distinctive residential character of the Community…". Under the Policies Chapter, Land Use, Commerce, Features headings, the Plan states for the Hollywood Center (both sides Hollywood and Sunset Blvds., between La Brea and Gower) that " Future development should be compatible with existing commercial development, surrounding residential neighborhoods…Developments combining residential and commercial uses are especially encouraged in this Center area."

Any rooftop bar use, with or without live entertainment, amplified music, special events, etc. will not enhance any surrounding residential community and is against the idea for the Center to be built with residential and commercial uses that coexist and operate in harmony with each other as the Plan desires.

The three additional Findings required for alcohol use (and my response):

1.)that the proposed use will not adversely affect the welfare of the pertinent community;
Rooftop alcohol sales and consumption will negatively affect the community, as has already been stated, and as has already been demonstrated in the past at such venues as The Kress (6608 Hollywood Blvd.). This type of use will cause the surrounding residential areas to deteriorate. Quiet, law abiding and beneficial persons being negatively impacted from rooftop intrusive noise will abandon the community and move to areas without such problems. The only people who will want to live here will be young and here to "party". I have seen this happen in subneighborhoods and certain apartment buildings in Hollywood for the last 12 years. The good residents leave because of all the nightclubs, noise, drinking and partying that goes on in Hollywood. This is a fact and the results of rooftop CUB's do not need speculation or hypothesis. We know what happens when people and alcohol and elevation are combined in the out of doors. Residents and community suffering is the outcome.

2.)that the granting of the application will not result in an undue concentration of premises for the sale or dispensing for consideration of alcoholic beverages, including beer and wine, in the area of the City involved, giving consideration to applicable State laws and to the California Department of Alcoholic Beverage Control's guidelines for undue concentration; and also giving consideration to the number and proximity of these establishments within a one thousand foot radius of the site, the crime rate in the area (especially those crimes involving public drunkenness, the illegal sale or use of narcotics, drugs or alcohol, disturbing the peace and disorderly conduct), and whether revocation or nuisance proceedings have been initiated for any use in the area;
There is an overconcentration of alcohol licenses in the area. Census Tract 1907 has 54 on-sale retail licenses! This more than abundantly serves the public convenience. The Census Tract is permitted to have a maximum of 3 on-site licenses. The Census Tract does not need one more and aside from this application before you there are many more in the planning stages. This is

an overconcentration by any definition and the weight of so many establishments is crushing the area. It does not need one more.

3.)that the proposed use will not detrimentally affect nearby residentially zoned communities in the area of the City involved, after giving consideration to the distance of the proposed use from residential buildings, churches, schools, -hospitals, public playgrounds and other similar uses, and other establishments dispensing, for sale or other consideration, alcoholic beverages, including beer and wine.

The proposed use WILL detrimentally affect nearby residentially zoned communities because it is an outdoor bar and special events that is not enclosed and 100 feet in the air. This fact has been demonstrated over and over in the immediate area as already stated in this letter and including one-block away at the Dream Hotel.

Based on the foregoing facts and testimony, I urge you to DENY any rooftop CUB because of potential noise impacts.

In Los Angeles we all argue over the impacts of new projects. Historical Preservation, parking, traffic, affect us all equally and in our shared spaces. But noise intrusion into someone's home is a completely different thing. I think it is reasonable, and a right, to want to enjoy one's private personal home without someone or something entering and disturbing us.

Thank you for your time,

David Carrera
6530 Leland Way
L.A., CA 90028

shareholder of MPI and has been involved in the development, management, and or/sale of the Millennium Tower and its units.

32. Defendant Philip E. Aarons is a Founding Partner and Principal of MPI and has been involved in the development, management, and or/sale of the Millennium Tower and its units.

33. Defendant Philip H. Lovett is a Founding Partner and Principal of MPI and has been involved in the development, management, and or/sale of the Millennium Tower and its units.

34. Collectively, Christopher Jeffries, Aarons, and Lovett constitute the "Millennium Founders."

35. All three Millennium Founders were involved in the development and management of the Millennium Tower and bear responsibility for the Millennium Tower's defective development, design, and construction.

a. On information and belief, the HOA alleges that Christopher Jeffries directs and manages all Millennium Partners' projects. This has been the case since he founded Millennium Partners and "set his sights on key gateway cities across the United States" for his new form of mixed-use developments.[15] His co-founder Aarons acknowledged as much, stating that Christopher Jeffries makes the "final decisions" at Millennium.[16] Christopher Jeffries took ownership of and defended the San Francisco project at a September 20, 2016 press conference declaring: "We did this building the right way."[17]

b. On information and belief, the HOA alleges that Aarons also speaks and acts as a

[15] Millennium Partners, http://millenniumptrs.com (last visited Mar. 28, 2017).

[16] Aug. 12, 2010 Philip Aarons Dep. 42:18-21, cited as Ex. 5 to Plaintiff's Notice of Filing Exhibits in Support of Plaintiffs' Responses to Defendants' Motions for Summary Judgment and Motions for Judgment on the Pleadings, *Altenel, Inc. v. Millennium Partners, LLC, et al.*, No. 1:11-cv-22806-KMW, ECF No. 338-5.

[17] Associated Press, *San Francisco Skyscraper Is Leaning - And Sinking*, Popular Mechs. (Oct. 24, 2016), http://www.popularmechanics.com/technology/infrastructure/a23521/san-francisco-skyscraper-is-leaningand-sinking/.

representative for and owner of the Millennium Tower. He too represented Millennium Partners at the September 2016 press conference. Aarons was involved in high-level strategic decisions about the Millennium Tower project in its early development phases; for example, he joined Sean Jeffries to meet with potential designers and architects for the project in 2006. He is identified as an "Important MP [Person]" in the Millennium Tower Sales Manual.[18]

c. On information and belief, the HOA alleges that Lovett is responsible for the day-to-day operations and management of Millennium Partners.[19] Accordingly, he is listed as an emergency contact in the Millennium Tower Sales Manual[20] and was involved in communications regarding the budgets for each of the Millennium Tower constituent residences,[21] among other supervisory and management activities.

36. Defendant Sean Jeffries is Vice President of MPI and the sole member of MSD. Sean Jeffries signed the September 1, 2011 First Amendment to the Easement Agreement between the TJPA and the HOA, and was listed as the designated recipient of monitoring data from the TJPA regarding the sinking and tilting of the Tower. On information and belief, Sean Jeffries is a resident of San Francisco, California..

37. Defendant John Luciano is Vice President of MPM and was a member of the HOA's Board from 2009 through 2016. On information and belief, John Luciano is a resident of San Francisco, California.

38. On information and belief, the HOA alleges that MSD, MSH, MPM, and MP LLC were at all relevant times the alter egos or agents of MPI and the Millennium Founders, because a unity of interest and ownership existed between MSD, MSH, MPM, MP LLC, MPI, Christopher Jeffries, Aarons, and Lovett, and adherence to the fiction of separate corporate

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[18] Millennium Tower San Francisco Sales Manual, Book 1, Oct. 2007.

[19] Millennium Partners, http://millenniumptrs.com (last visited March 28, 2017).

[20] Millennium Tower San Francisco Sales Manual, Book 1, Oct. 2007.

[21] Email from David Goben to Stephanie Kay-Foss regarding Preliminary Budget Comments (Feb. 28, 2013).

existence would promote injustice under these circumstances.

a. On information and belief, the HOA alleges that The Millennium Defendants hold themselves out as a single, unified enterprise, advertised as developer of properties in Boston, New York, San Francisco, and Los Angeles, including the Millennium Tower.[22]

b. On information and belief, the HOA alleges that MSD, MSH, MPM, and MP LLC existed as mere conduits or shell corporations for the interests and manipulations of MPI, Christopher Jeffries, Aarons, and Lovett. The Millennium Defendants' collective efforts to develop, construct, improve, market, and sell the Millennium Tower allowed Christopher Jeffries to effectuate his dream of developing "housing with a lifestyle" across the country.[23]

c. On information and belief, the HOA alleges that the Millennium Defendants controlled and dominated their constituent entities and made crucial decisions about the development, construction, and management of the building. For instance, between 2011 and 2016, Sean Jeffries, on behalf of the Millennium Defendants, positioned himself, or others employed by the Millennium Defendants, as recipient of critical monitoring data from consulting engineers who evaluated the settlement of the building.

d. On information and belief, the HOA alleges that the Millennium Defendants disregarded the formal distinctions between their constituent entities, treating them as one and the same. For example, "Millennium Partners" was the recipient of invoices for construction and other professional services completed at the Millennium Tower by various firms.[24] Steven Hood (an

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[22] Millennium Partners, http://millenniumptrs.com (last visited March 28, 2017).

[23] Jennifer Frey, *Striking It Ritz; For the, er, Richly Deserving, a Not-So-Humble Abode*, Wash. Post, Aug. 24, 1999.

[24] J&C Fuentes Invoice (May 21, 2010); Architectural Energy Corp. Invoice (April 30, 2010); McMillan Companies Invoice (May 6, 2010).

employee of Millennium Partners) and Sean Jeffries sent correspondence related to the Millennium Tower on behalf of the Millennium Defendants and on "Millennium Partners" letterhead.[25] [26]

e. The Millennium Defendants all share a business address at 1995 Broadway, New York, New York.

f. On information and belief, the HOA alleges that the assets of the Millennium Defendants' constituent entities were commingled in the development of the Millennium Tower.

g. The Millennium Defendants' constituent entities share employees and executives. For instance, Richard Baumert, identified as a Managing Partner of Millennium Boston on the Millennium Partners website,[27] also signed the First Addendum to the Residential Purchase Agreement as Vice-President of Mission Street Holdings, LLC.[28] Other correspondence identifies him as an employee of Millennium Partners LLC.[29] The overlapping structure of employment and control confused business associates as well: Steven Hood is sometimes addressed as affiliated with "Millennium Partners" and other times with "Mission Street Development."[30]

h. On information and belief, the HOA alleges that the Millennium Defendants also share attorneys. In other litigation relating to the sinking and tilting of the Millennium Tower, Peter Meier and the law firm Paul Hastings LLP represent MPI, MSD, MPM, Sean Jeffries, and John Luciano.

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[25] Letter from Steven Hood to Kenneth Klein at Simpson Gumpertz & Heger (June 8, 2009).

[26] Letter from Sean Jeffries to Jeff Peters (Feb. 28, 2014).

[27] Millennium Partners, http://millenniumptrs.com (last visited March 28, 2017).

[28] First Addendum to the Residential Purchase Agreement (March 20, 2012) (for Buyers Richard and Jo-Tung Tu Chang).

[29] Letter from Shirley Cui to Richard Baumert (Oct. 27, 2009).

[30] Letter from Brian Dykes (TJPA) to Steven Hood (Mission Street Development) (Jan. 8, 2013); Letter from Ramin Golesorkhi and Joseph E. Romano (Langan Treadwell Rollo) to Steven Hood (Millennium Partners) (Sept. 6, 2016).

i. On information and belief, the HOA alleges that MSD, MSH, MPM, and MP LLC were and are undercapitalized and potentially incapable of satisfying a judgment should the HOA prevail in this action.

j. On information and belief, the HOA alleges that the Millennium Defendants have benefited from the development, construction, and sale of the Millennium Tower; it would be unjust if they were to escape liability for obligations associated with these benefits. Modelling subsequent developments on the San Francisco Millennium Tower, Millennium Partners has benefited from its reputation as a national leader in luxury living. Without its "impressive portfolio across the nation," including the Millennium Tower San Francisco, Millennium Partners could not have drawn on this powerful branding to advertise its latest project, the Millennium Tower in Boston.[31] Accolades include the San Francisco Chamber of Commerce's "Excellence in Business—Building San Francisco" Award, which was accepted by Managing Director Baumert.[32] But in order to draw upon the power of its national brand, Millennium Partners must be required to take responsibility for the flaws in its various developments.

39. Defendant Webcor Construction, Inc. was a corporation formed under the laws of the State of California, with its principal place of business in California, and doing business as "Webcor Builders." Its exact current nature is unknown. Webcor entered into an Agreement for Construction Management Services with MSD to act as the general contractor for the Millennium Defendants in the construction of the Millennium Tower.

40. Defendant Webcor Construction LP is a limited partnership formed under the laws of the State of California, with its principal place of business in California, and also doing

[31] Upscale Living Magazine, Home/Real Estate/Millennium Boston Tower (2017), http://upscalelivingmag.com/millennium-boston-tower/.

[32] Business Wire, *Millennium Tower Honored at Excellence in Business Awards (Dec. 8, 2010)*, http://www.businesswire.com/news/home/20101208006994/en/Millennium-Tower-Honored-Excellence-Business-Awards.

business as "Webcor Builders." Webcor Construction LP was insured under the primary Contractors Controlled Insurance Policy ("CCIP") for the 301 Mission Street project. On information and belief, Webcor Construction LP also acted as the general contractor for the Millennium Defendants in the construction of the Millennium Tower. Collectively, Webcor Construction, Inc. and Webcor Construction LP will be referred to as "Webcor."

41. Defendant Handel Architects LLP ("Handel") is a limited liability partnership doing business in the City and County of San Francisco, California. Handel was the architect of record and designed the Millennium Tower and its components.

42. Defendant Treadwell & Rollo, Inc. ("Treadwell & Rollo") is a corporation, the exact current nature of which is unknown, that at one point had its principal place of business in the City and County of San Francisco, California. Treadwell & Rollo was the geotechnical engineer of record for the Millennium Tower.

43. Defendant T & R Consolidated, Inc. ("T & R Consolidated") was also a geotechnical engineer and the successor in interest to Treadwell & Rollo. On information and belief, the HOA alleges that Treadwell & Rollo changed its name to T&R Consolidated after selling its assets to Langan Engineering and Environmental Services, Inc. and before dissolving.

44. Defendant Langan Engineering and Environmental Services, Inc. ("Langan") is a New Jersey corporation engaged in various geotechnical, environmental, and other engineering services, and is the successor in interest to Treadwell & Rollo and T & R Consolidated.

a. On information and belief, the HOA alleges that all or substantially all of Treadwell & Rollo's assets were transferred to Langan pursuant to an Asset Purchase Agreement on November 1, 2010.

b. On information and belief, the HOA alleges that this asset transfer was not supported by adequate consideration to meet the claims of other creditors.

c. Treadwell & Rollo legally changed its name to Treadwell & Rollo Consolidated, Inc. ("T & R Consolidated") after the asset purchase. T & R Consolidated subsequently dissolved and no longer exists as an operating entity.

d. Plans called for Treadwell & Rollo to maintain its name for an interim period, but be branded "A Langan Company." In 2012, it would become known as "Langan Engineering & Environmental Services."[33]

e. On information and belief, the HOA alleges that one or more individuals were officers, directors, or stockholders of both Treadwell & Rollo and Langan. Philip Tringale was President of Treadwell & Rollo, Inc., and currently is Director of Western Operations at Langan Engineering & Environmental Services. He represents that the start date for both positions was March 1992.[34]

f. Langan assumed the obligations of Treadwell & Rollo necessary for the continuation of Treadwell & Rollo's business obligations. Indeed, it continued on with Treadwell & Rollo's obligations at 301 Mission Street: From approximately 2012 through 2013, "Treadwell & Rollo: A Langan Company" produced memoranda to Millennium Partners evaluating Arup's settlement monitoring measurements. In 2014, "Langan Treadwell Rollo" continued with the same evaluation memoranda using the same template. And in December 2016, "Langan" continued the work Treadwell & Rollo had begun, presenting the results of building survey measurements in a Building Survey Report.

45. Defendant DeSimone Consulting Engineers LLC ("DeSimone LLC") is a limited liability company organized under the laws of the State of Delaware and doing business in the City and County of San Francisco, California. DeSimone LLC acted as the structural engineer for the Millennium Defendants in connection with the design and construction of the Millennium Tower. DeSimone LLC filed a Cross-Complaint and an Answer admitting to providing structural engineering services at 301 Mission Street in the related matter, *Laura S. Lehman, et.*

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[33] PR Newswire, *Langan Acquires Treadwell & Rollo* (Nov. 1, 2010), http://www.prnewswire.com/news-releases/langan-acquires-treadwell--rollo-106465148.html.

[34] Philip Tringale, LinkedIn, https://www.linkedin.com/in/philip-tringale-85b37711/.

al. v. Transbay Joint Powers Authority, et al.

46. Defendant DeSimone Consulting Engineers, PLLC ("DeSimone PLLC") is a professional limited liability company organized under the laws of the State of California and doing business in the City and County of San Francisco, California. DeSimone PLLC entered an Agreement for Structural Engineering Services to act as structural engineer for the Millennium Defendants in connection with the design and construction of the Millennium Tower. Collectively, DeSimone LLC and DeSimone PLLC will be referred to as "DeSimone."

47. Collectively, Treadwell & Rollo, T & R Consolidated, Langan, and DeSimone are the "Engineering Defendants."

48. Defendant Transbay Joint Powers Authority ("TJPA") is a government joint powers entity created under California Government Code section 6500 *et seq.* The TJPA is the entity charged with developing the Transbay Terminal, which includes construction of the five-story Transit Center and underground train facility directly adjacent to the Property.

49. Defendant Arup North America Limited ("Arup") is a corporation formed under the laws of the United Kingdom, and on information and belief has its principal place of business in California. Arup is a geotechnical engineering firm that TJPA retained to provide geotechnical studies of the soil underlying, and foundation of, the Transbay Terminal Project, and a below-ground buttress pile wall on and adjacent to the Property.

50. The HOA is ignorant of the true names and capacities of defendants sued as Does 1 through 100, inclusive, and therefore sues these defendants by such fictitious names. The HOA will amend this Complaint to allege the true names and capacities of these defendants when ascertained. Each of the fictitiously named defendants is, or will be, responsible for the occurrences alleged in this Complaint and for the HOA's injuries, both existing and prospective. Each Doe defendant legally and proximately caused damage to the HOA. Each and every Doe defendant had a duty to the HOA to use reasonable care in performing the tasks related to the planning, development, creation, improvement, design, construction, supervision, observation, inspection, management, and/or repair of the Millennium Tower.

IV. JURISDICTION AND VENUE

51. Jurisdiction over this action in the Superior Court of the State of California in and for the County of San Francisco is proper pursuant to California Code of Civil Procedure section 410.10 because all Defendants have sufficient minimum contacts with California to support the exercise of jurisdiction.

52. Venue is proper in the Superior Court of the State of California pursuant to California Code of Civil Procedure section 392 because the real property that is the subject of the action is located in the City and County of San Francisco. Venue is also proper pursuant to California Code of Civil Procedure section 395.5 because this is the county where some Defendants reside, and pursuant to California Code of Civil Procedure section 395.5 because this county is where the corporate defendant entities' relevant contracts were entered into and performed, and where the relevant obligations and liabilities arose.

V. EASEMENT AGREEMENTS

53. The TJPA owns real property adjacent to the Property and is in the process of building a new transit terminal that will include an above-ground bus station and a below-ground rail station. It entered into an Easement Agreement with MSD on October 10, 2008, which was authorized by the TJPA Board of Directors on October 17, 2008, and recorded in the official records of the City and County of San Francisco on March 25, 2009, Document no. 2009-I739852-00 (the "Easement Agreement").

54. The TJPA then entered into the First Amendment to the Easement Agreement with MSD and the HOA on September 1, 2011, which was recorded in the official records of the City and County of San Francisco on November 3, 2011, Document no. 2011-J296169-00 (the "Amended Easement Amendment").

55. Under the terms of the Easement Agreement, at Section II.A.1(a), the TJPA covenanted and agreed to design and construct the Support System (lateral and subjacent support for the Property) and the Transit Center to stabilize the soil beneath the Millennium Tower, prevent the material movement and/or settlement of the Millennium Tower, and provide for the structural support, integrity, and safety of the Millennium Tower during and after the TJPA's

construction of the Transit Center.

56. The TJPA, at Section II.A.1.(b) of the Easement Agreement, agreed that it has the full, complete, and exclusive responsibility for the support, integrity, and safety of the Millennium Tower to the extent the Millennium Tower is affected by the construction of the Transit Center and Support System.

57. Under Section II.B.1(h) of the Easement Agreement, the TJPA agreed to repair, at its own cost and expense, or pay the reasonable cost of repairing, any damage to the Millennium Tower substantially caused by the TJPA's construction activities. The TJPA specifically acknowledged that its obligation to repair damage to the Millennium Tower substantially caused by the TJPA's construction activities is not dependent on the existence of fault or negligence on the TJPA's part. In particular, but not exclusively, the TJPA agreed to repair damage to waterproofing or cracks in the foundations or walls of the Millennium Tower resulting from settlement or movement substantially caused by its construction activities.

58. The HOA is the successor in interest to MSD under the Easement Agreement. On or about August 23, 2016, the HOA gave notice to the TJPA of the HOA's claims against the TJPA for damages to the extent required under Government Code section 910 *et seq.* The TJPA denied the HOA's claims on or about October 7, 2016.

VI. THE DEFECTS

59. The Tower was constructed on an inadequate foundation system and has experienced vertical displacement of over 16 inches. The Tower has settled differentially and is it out of plumb by over 12 inches. The Property also suffers from other defects, including inadequate garage construction and waterproofing, defective windows, curtain wall corrosion and water intrusion, inter-unit odor transmission, cracks, and alignment issues.

60. The following list of defects as defined in the California Civil Code is preliminary and nonexclusive and, therefore, is given without prejudice to the HOA's right to expand, amend, modify, or augment its claims and/or list of defects at any time, and the HOA specifically reserves its right to do so herein:

a. Civil Code § 896(a)(2): Water intrusion through windows and their systems

Mindy Nguyen

● McQUISTON ASSOCIATES
6212 Yucca St, Los Angeles, CA 90028-5223
(323) 464-6792 FAX same
consultants to technical management

City Planning Commission Item ___
October 15, 2020
VTT 82152-1A
CPC 2018-2114 & 2115

STATEMENT of J.H. McQUISTON on
PROPOSED MILLENIUM PROJECT in ACTIVE FAULT AREA

Honorable Commissioners:

This Project and its Process are not in accordance with Law and Constitution. Points of objection are set forth here in brief.

1. City Violates US Const Amts I and XIV, and Calif Const Art 1 Sec 7

McQuiston alleges that A T & T, McQuiston's telephone-line supplier, said to him that to participate in the "poll" process, conducted by this Commission and affecting his safety and well-being, costs McQuiston at least **$320, or $1.00 per minute of his telephone time when McQuiston uses AT&T to connect to the Commission for its hearing. That has actually occurred before.**

This "Poll tax", as it may be defined, eliminates his participation in City hearings; it is a totally unnecessary cost for appropriate alternative City process, even in this time of Covid.

McQuiston has a Constitutional Right to petition the City for redress of grievances, and to participate in "polls" related to City redress, without paying for admission to City hearings. City must devise another process.

McQuiston demands the City to remove this cost-barrier to Constitutional-process, and repeal any matter which required for public participation any such fees, even if the fees were paid to a third party.

McQuiston paid fees to AT&T for VTT and CPC related to this project and to the project at 6220 Yucca St.

2. **This Matter Should Be at the Central Area Planning Commission, not the City Planning Commission**

It is not an airport, or a terminal, or a transportation hub. IT IS NOT AFFECTING THE ENTIRE CITY BUT ONLY THE LOCAL AREA. The EIR even alleges it does not affect City's environment. Charter Sec 555 & 558 notwithstanding, this project doesn't want more than unlawful "spot zoning".

The proper approach is per Charter Sec 565, delegation of such local Hollywood matters to the Central Area Planning Commission by the City Planning Commission, per the City's sacred promise given the Hollywood secessionists a short time ago and written into the Charter in1999 to keep Los Angeles whole.

This Commission has sent issues to the local Planning Commission before this time. **It failed to respond to McQuiston's request to do so regarding 6220 Yucca last month.**

Please do not renege again on the City's sacred promise in the Charter.

3. A Hearing on this Project was conducted before the paper to be discussed was published

Sections 65804 (c) and (d) of the California Government Code **require all papers relating to a project be available for a reasonable time to the public before hearing on them is conducted.** Prohibitions in Government Code apply to all Charter Cities per California Constitution.

The Notice of Public Hearing for this project's EIR falsely-stated the "Final EIR, dated August 2020" was released to the public **when in fact it was not released** and there was **no intention to release it in accordance with Sections 65804 (c) and (d)** before the August hearing took place, and the 1500-page Final EIR was not released until September after the hearing was over.

This Notice was sent to McQuiston by United States Mail. The false statement above is a violation of United States Code regarding Mail Fraud and False Statements.. The penalty for such false statement is set forth in the Crimes Title in the United States Code and is invoked often by US Attorneys.

The hearing **should not have** been held, because Notice of the crime was given timely to the Planning Department. This Commission **may not consider any part of that hearing conducted August 26, 2020, and the hearing's determination mailed**[1] Sept 14, 2020, which states therein that it reviewed and considered the "Final EIR, dated September 3, 2020"

It is also a violation of law for this Commission to review or incorporate any of that determination.

4. The Planner and Planning Department made assertions unsubstantiated by factual proof of validity

Planners entreat this Commission to believe the Proposal is safe for inhabitants, workers, and passers-by. Their offer of proof is that the City Building Code **will insure** safety, and they allege also there is no Hollywood Fault in the area of the proposed development. **Yet, the Developer's investigator, in the Application, wrote regarding Site Stability:**

> "There is **possibility of damage * * *** if **moderate to strong shaking occurs as a result of a large earthquake."**

Regarding Building Code safety , we know that the City Building Code did not stop destruction in quakes past, destruction of buildings far lighter and more quake-worthy and farther away from a Fault System like Raymond-Hollywood which has been investigated by and according to State Law and determined to be Active. We know even hospitals designed to Code crumbled. We know in Hollywood buildings built to Code were badly-damaged or destroyed by distant quakes. We finally know there have been at least 3 quakes this year that severely damaged the Yucca Argyle area.

Neither Developer nor Planners offered EVIDENCE PROVING an existing building, built to Code and exactly like those proposed, WITHSTOOD QUAKES OF THE MAGNITUDE PREDICTED for the Hollywood Fault, if built directly on that Fault.[2]

Yet they expect Commissioners to believe there is not a BANKRUPTCY-MAGNITUDE destiny for the City without substantial and uncontrovertible proof that NO PROPERTY, LIVES, NOR INJURIES will occur if the Project goes-forth *where planned by the Developer*[3]

And, the Planning Dept in its 1500 page ERA-defense, by unproven assertions therein, tried to dismiss comments by alleging the commentators' proven facts were somehow not as reliable as Planning's unproven assertions.

Some examples of incorrect assertions in the 1500-page Final EIR are included below. Because this Statement is required to be limited to only 10 pages per Planning's written demand, it cannot be all-inclusive.

This Commission may reject the Final EIR as being fatally-devoid of necessary truthful content.

5. Planners misread Alquist-Priolo Section 2621.7

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[1] The approval date was not recorded in its approval letter.

[2] Namely, a magnitude of **30 FEET of GROUND MOVEMENT, 6 feet of extensive shaking, an acceleration of 1 to 2 "g" (32 ft/sec/sec)**. Far larger than City's Building & Safety Code protects against.

[3] The probable cost to City per §2621.8 PRC will be at least **7 Billion,418 Million, 158 Thousand, 200 Dollars, per Statement in the project file the agency overlooked. The People should control allowing or declining the risk.**

Part of Alquist-Priolo specifically-deals with some cities in Northern California, and Los Angeles is not permitted those processes. The two Cases relied-upon by Planners dealt with one of those identified cities, namely Berkeley. **As a result, the Planner's discussion in the Final EIR based on Berkeley Court Case citations are inapplicable to this Project.**

Alquist-Priolo for Los Angeles is quite specific:

1. **The rules shall be set by and under control of the State board (§ 2621.5(c));**
2. **There is a severe penalty for a city or county failing to obey the rules set by that board** (§2621.8);
3. The board shall publish **"active fault zone" maps detailed enough to indicate whether a project would lie in a forbidden location for it (§2622)**;
4. When a preliminary map is issued, there shall be a **notice-and-90-day comment period plus hearing,** and **all affected parties shall be permitted to submit their comments (§§2622(b));**
5. After reviewing comments the **Board and State Geologist shall decide** which parts of the State shall be included in the final, "official" maps **(§2622(b));**
6. If a map is "official", **development therein must obey the rules set forth by the Board for active fault zones (§§2621.5(b), 2623(a), and §3600 et seq Title 14 Div 2 Ergs);**
7. Within the zone and distance the Board establishes, **no new construction except "(A) Single-family wood-frame or steel-frame dwellings** to be built on parcels of land for which **geologic reports have been approved** pursuant to paragraph (1)**, or (B) A single-family wood-frame or steel-frame dwelling not exceeding two stories when that dwelling is not part of a development of four or more dwellings**" is allowed without a city's incurring liability **(§2621.6)**;
8. But a City or County **accepting the risk of liability for damages** may waive the rules **(§2621.8), and**
9. The City or County may enact **prohibitions more stringent** than the rules **(§2624).**[4]

Contrarily, Planners said in the Final EIR that the City had the power to say whether or not an active fault exists. **But per Alquist Priolo law and regulations above, only the Board and State Geologist have that power.**

Thus the City's basis for denying an active fault lies in the parcels intended for this project is a falsehood.

6. Only the Board, not Alquist Priolo, limits "active faults" to the period since the Holocene era

The Legislature is not trained in seismology, so it gave the power to enact rules to the Board and the State Geologist per §§2621.5(c) and 2622, as they were the State's qualified experts.

The Board decided to concentrate on faults which were "active" since Holocene era, because California has "hundreds of potentially active faults" to evaluate and rate. The Board said in Special Publication 42, C2 p 73:

> "Beginning with the maps of January 1, 1977, **all faults zoned meet the criteria of 'sufficiently active and well-defined'"**

The zone encompassing this Project was issued as "official" in 2018, and it forbids this project. Although **the Developer artfully-managed to avoid finding Holocene-or-later faulting activity,**[5] that does not mean anything legally. The Board said in §C2:

> "Holocene surface displacement may be directly observable or inferred; **it need not be present**

[4] The "waiver request" language in §2621.7 for Oakland and Berkeley may have caused Planning to believe it may get a waiver even for a map clearly enacted as "official". But the project is not waiver-class per §2621 and 90-day time for adjustment is long-past. Now is the time for the City to abide the map's prohibited areas or else to accept the liability and proceed.. The object of Alquist-Priolo is to increase safety, and the City should promote safety first. *See* §2625.1(a): " The Legislature declares that this chapter is **intended to provide policies and criteria to assist cities, counties, and state agencies in the exercise of their responsibility to prohibit the location of developments and structures for human occupancy across the trace of active faults**. Further, it is the intent of this chapter to **provide the citizens of the state with increased safety and to minimize the loss of life** during and immediately following earthquakes by facilitating seismic retrofitting to strengthen buildings, including historical buildings, against ground shaking. (*Emphasis added*)

[5] A geologist (in file) who viewed borings saw evidence of faulting which the Developer's geologist didn't report as pertinent.

everywhere along a fault to qualify that fault for zoning."

Therefore there is not a scintilla of doubt that this Project is in a zone legally defined as "active" and subject to restrictions set forth in §2621.6 , even per the Board's limitation on the definition of "active".

7. By using the Board's rule for "active", Developer and Planning must also admit the fault's existence

Only the Board proposed to limit Alquist Priolo law to faulting subsequent to the Holocene era. Evidence present even in the Developer's artfully-chosen samples would class the area as "active fault" per §2621.

Once the Developer and Planning **adopted the Board's ruling on timing,** which "amended" Alquist Priolo's plain language, **they both must admit the Board's finding after notice and comment that the parcels proposed for the project are in an "active fault" region.**

So the project as proposed <u>may not</u> be constructed unless the City agrees to assume all liability for the project's damages to people and property caused by seismic activity.

This step the City has not agreed to take, and prediction of damage-vulnerability makes it unlikely that a financially and public-safety conscious city like Los Angeles would agree to take that perilous step.

Thus the EIR did not properly-examine the geologic impact on the City's environment.

8. EIR failed to analyze the impact of very heavy buildings placed next to very light buildings

At Caltech McQuiston's Civil Engineering professor had worked on the conversion of the old "ridge route" road from Los Angeles to Bakersfield into a highway that could be reasonably-traveled. The work required large quantities of material to be cut off hills and filled into valleys. But **what happened was that the weight of the fill sank the valley portions and raised the hill portions** by geologic response, something no calculations were able to predict.

Similarly, when a very heavy building is placed next to a very light building, the weight of the heavy building disturbs the ground under the lighter one, thereby disrupting the integrity of the lighter one and perhaps destroying its safety for occupancy.

The LAMC addresses this issue partly by prohibiting widely-disparate heights between nearby-buildings.[6]

However, in the vicinity of this project, there are buildings of importance to the City which were built on shallow footings, but which will abut deep excavations for project's parking or other uses. Differential-weight will be a threat to a shallow-footed building like the Pantages theatre, for example.

Also, a fault is not confined like a railroad track to a single repetitious line. It goes where at the moment the crust is weakest. A crust strengthened by concrete may divert the fault to a point of plain dirt or asphalt, but the fault may have no alternative but to plow through the weakest part in the concrete of a building or footing.

If the project diverts the fault damage to the Pantages, for example, **the City will have to pay for the damage.**

The Hollywood Fault is not vertically-oriented, so its "active zone"was made wide, as permitted by specific authorization in §2622(a). Where the Fault breaks the surface depends on factors which may appear or disappear due to temporary ground conditions. Thus the line of the fault if it previously-broke the surface will be totally unimportant at this moment. But removing the areas now devoted to surface-parking means there will be environmental damage elsewhere in large earthquakes. The Red Line at Hollywood Blvd could be destroyed.

Alquist Priolo protection is obviously not meant for small earthquakes; its intent as set forth above is to limit deaths and injuries, so it is meant to lessen the danger of substantial ones.

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[6] *See, e.g,* LAMC §12.21.1.

Thus the EIR should have analyzed the possible paths for large earthquakes and determine if the project construction making a barrier to surface movement will cause damage to become severe under shallow-rooted but important existing structures and also the Red Line important to the Hollywood environment.

Because it did not, the EIR is defective and dangerous to approve.

9. The EIR failed to set forth the obvious alternative to this project

The Hollywood Plan part of the General Plan has a substantial shortage of Local and Community parks. Land available for parks in Hollywood is disappearing as large parking lots, the only obvious candidates for 5-acre parks[7] left in the Plan, are being put to development of buildings.nasmuch as the 4-plus acre may not be legally used as the developer wanted, the City could buy or trade for other property based on the worth of the land as on an active fault.[8] The surrounding population would then get what the General Plan requires: one acre of local park per 1000 people and one acre of community park per 1000 people.

Presently the Hollywood Plan segment of the General Plan is deficient in both types of parks. According to the General Plan, the Hollywood segment **requires 105 more 5–acre parks to meet the General Plan requirement.**

This Commission should insist on such an alternative. A money payment in lieu of land for parks is no solution whatsoever.

10. Approving this project would be another City violation of the Order to obey the Government Code

California ordered cities to cease their haphazard zoning practices. Because the City failed to obey State law regarding making and keeping Plans, in §65860(d) the Legislature ordered Los Angeles specifically to do what all other California cities were required to do regarding haphazard construction unrelated to its zoning.

When Los Angeles sued the State, claiming it was unconstitutional for the State to order Los Angeles to obey State law, the Court of Appeal in ***City of Los Angeles v. State of California*, 138 Cal.App.3d 526 (1982) said Los Angeles may not continue haphazard projects conflicting with its General Plan and zoning and Code.**

Los Angeles still continues even with this project to engage in inviting or soliciting projects really-haphazardly, without properly restricting them to Los Angeles' General Plan, its zoning, and its extensive restrictions in its Municipal Code.

Los Angeles' Planning Department costs taxpayers over 52.8 MILLION DOLLARS YEARLY; its General Plan is routinely ignored during approval of the many haphazard construction projects. The highly-paid City Planners' diligent work to develop each part of City's General Plan is TRASHED.

IF THE GENERAL PLAN CONTINUES TO BE ROUTINELY IGNORED BY APPROVAL BODIES, CITY IS "UNLAWFULLY WASTING DOLLARS"; so it should eliminate the Department or stop waste.

THE PURPOSE OF THE PLANNING COMMISSIONERS IS TO STOP UNLAWFUL PROJECTS, AND QUICKLY. For any other purpose there is no need for the Charter to set forth a bevy of private citizens to watch over developments proposed in the City.[9]

The City Charter sets forth fixed terms for City commissioners, but Mayors by **demanding an undated resignation, before the commissioner will be appointed,** defeats the purpose of having civilian commissioners to watch over the acts of City personnel.

[7] Parks & Recreation needs 5 acres to build a place where a recreation director may conduct an ongoing menu of various activities daily.

[8] The present owner of the parcels was required to be notified about the Alquist Presley development restrictions, which reduced the value of the land before the owner bought the land.

[9] The Government Code does not demand employing private City Commissioners for due process in such matters.

The necessity for watching over development projects is paramount. Commissioners may be intimidated by their undated resignations and fail to perform properly their paramount task, withholding approval if a project is non-conforming to the General Plan, the City zoning, or the Municipal Code.

Commissioners have been "fired" by Mayors when they did not approve nonconforming projects, **but some got reinstated because the public objected to firing real "watchdogs". Planners won't feel so intimidated if they instead get Commission support when they are called to defend denying projects disobeying the General Plan, zoning, and Municipal Code** against those who intend to ignore those laws and approve them.

If that condition will be the new rule, developers will know not to ask for unlawful benefits, Planners will devote more time to the General Plan and make it better, and the City will become better as the result.

It is time for the City to stop being contemptuous of Courts' opinions, like for example the Order from the Court in *Los Angeles v State of California.*

It is time for Commissioners to deliver the City from outlaw behavior.

If Commissioners fail their Charter-intended oversight mission, people will die unnecessarily. Like in this case.

Respectfully submitted,

J. H. McQuiston, P.E.

c:Interested parties

and assemblies, including without limitation assemblies, thresholds, framing, substrate, flashings and trim, if any, or their designed or actual moisture barriers, including without limitation, internal barriers within the systems themselves. Such deficiencies have led to water intrusion into framing cavities and/or unit interiors, causing degradation of materials.

b. Civil Code § 896(a)(7): Water intrusion through foundation system and slabs. The deficiencies have led to water intrusion into adjacent systems, including the Garage and basement areas in the Tower and Podium, causing staining and degradation of materials.

c. Civil Code § 896(a)(14): Plumbing systems leak. These deficiencies have led to water intrusion, staining, corrosion, and efflorescence, and degradation of other building components.

d. Civil Code § 896(b)(1): Foundations, load-bearing walls, and slabs are experiencing vertical and horizontal displacement due to underlying soil settlement and inadequate foundation support, resulting in damage to Garage walls, foundation walls, plumbing lines, sidewalks, and other component parts of the Property. The foundations of the Tower and Podium are experiencing settlement at a rate and depth well beyond the design parameters, resulting in actual or potential cracking of walls, pipes, joints, sidewalks, and other elements of the Property, water intrusion, and improper sewer pipe flows.

e. Civil Code § 896(b)(2): Foundations, load-bearing walls, and slabs contain significant vertical and horizontal displacement that has the potential to cause the Property to be structurally unsafe. The foundations of the Tower and Podium are experiencing settlement at a rate and depth well beyond the design parameters, resulting in differential settlement of the Tower and Podium structures.

f. Civil Code § 896(c)(1): Soils and engineered foundation walls are causing significant vertical and horizontal displacement of the Tower, Podium, and

Garage structures due to underlying soil settlement and/or inadequate foundation support, resulting in damage to garage walls, foundation walls, plumbing lines, and other component parts. The soil underlying the Property is experiencing settlement at a rate and depth well beyond the design parameters, resulting in cracking and water intrusion in the walls and on the lower floor of the Garage, and spalling (or scaling) of the concrete therein. In the Garage there is water intrusion through subgrade walls and the lower-level garage floor surface, and cracking and spalling of subgrade walls. In the Tower there is water intrusion through subgrade walls.

g. Civil Code § 896(c)(3): Soil settlement under the Millennium Tower is causing the land to become potentially unusable for its common purpose.

h. Civil Code § 896(g)(2): Cracks and separations have developed in the exterior wall finishes. The exterior curtain wall is leaking.

i. Civil Code § 896(g)(3)(A): Manufactured window components have been improperly manufactured and/or installed so as to interfere with their useful life. In particular, window stay arms do not operate properly and are failing.

j. Civil Code § 896(g)(6): There is unreasonable noise and odor transmission between units.

j. Civil Code § 896(g)(15): The foregoing deficiencies violate the standard that structures shall not be constructed in a manner that potentially impairs their occupants' safety.

k. Civil Code § 897: The foregoing deficiencies violate the standard that other deficiencies are actionable if they are the cause of damage.

61. On or about August 12, 2016, the HOA provided MSD and Webcor with Notice under California Civil Code section 6000 *et seq.* and sections 896 and 910 *et seq.* of its claim for damages arising out of, or related to, deficiencies in the development, design, specifications, planning, supervision, testing, observation of construction, and construction of the Property. The Notice tolled all applicable statutes of limitation and repose, whether in contract, statute, or

decisional law, by and against all potentially responsible parties, regardless of whether they were named in the Notice, including claims for indemnity, consistent with California Civil Code section 6000, section 895 *et seq.*, and section 910 *et seq.* (and including Civil Code section 927). Since that date, the HOA, MSD, Webcor, and certain others have been engaged in the dispute resolution process identified in the statutes above.

VII. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violation of California Civil Code § 895 *et seq.* Against the Millennium Defendants, Millennium Founders, Webcor, Handel, the Engineering Defendants, and Does 1 Through 100, Inclusive

62. The HOA re-alleges and incorporates by reference Paragraphs 1 through 61 above as if fully set forth herein.

63. The Millennium Defendants, Webcor, Handel, and the Engineering Defendants were under a statutory obligation to design, develop, and/or construct the Millennium Tower in conformance with all applicable building codes and standards, including but not limited to California Civil Code section 895 *et seq.*

64. The Millennium Defendants, Webcor, Handel, and the Engineering Defendants failed to design, develop, and/or construct the Millennium Tower in conformance with the standard of California Civil Code section 895 *et seq.*, specifically the functionality standard set forth in California Civil Code sections 896 and 897.

65. On information and belief, the HOA alleges that the Millennium Founders and MPI are liable for the acts of MSD, MSH, MPM, and MP LLC because MSD, MSH, MPM, and MP LLC are alter egos or agents of MPI and the Millennium Founders. A unity of interest and ownership existed between MSD, MSH, MPM, MP LLC, MPI, and the Millennium Founders, and adherence to the fiction of a separate corporate existence would promote injustice under these circumstances. In the interest of justice, each and every Millennium Defendant that ultimately caused or benefited from the wrongful conduct alleged in the Complaint should be held ultimately liable for the HOA's damages.

66. The HOA seeks damages for the reasonable value of repairing any violation of the standards found under California Civil Code section 895 *et seq.*; reasonable costs of repairing any damages caused by repair efforts; reasonable costs of repairing and rectifying any damages resulting from the failure of the Millennium Tower to meet the section 895 standards; reasonable costs of removing and replacing any improper repair by Defendants; reasonable relocation and storage expenses; and reasonable investigative costs for each established violation of the section 895 standards.

SECOND CAUSE OF ACTION

Negligence Against the Millennium Defendants, Millennium Founders, Webcor, Handel, the Engineering Defendants, ARUP, and Does 1 Through 100, Inclusive

67. The HOA re-alleges and incorporates by reference Paragraphs 1 through 66 above as if fully set forth herein.

68. The Millennium Defendants, Webcor, Handel, and the Engineering Defendants were and are a developer, builder, contractor, general contractor, subcontractor, supplier, architect, engineer, or other person, entity, or professional who participated in the process of the design, engineering, manufacture, construction, and management of condominium units, buildings, improvements, and structures of the Millennium Tower and who performed labor, supplied materials, equipment, and/or services necessary for the building and construction of the Millennium Tower with the knowledge that the condominium units would be sold to, and used by, members of the public. In so doing, the Millennium Defendants, Webcor, Handel, and the Engineering Defendants, in their capacity as developer, builder, contractor, general contractor, subcontractor, supplier, architect, engineer, seller, manager, or otherwise, caused the Millennium Tower to be designed, engineered, constructed, and/or managed through their own works of labor, their supplying of materials, equipment, and services, and through causing other contractors and subcontractors to perform works of labor to supply materials, equipment, and services in order to properly complete and manage the Millennium Tower and subject structures so that it could be sold to and used by members of the public.

69. The Millennium Defendants, Webcor, Handel, and the Engineering Defendants, whether builder, contractor, general contractor, subcontractor, supplier, architect, engineer, manager, or otherwise, negligently, carelessly, tortiously, and wrongfully failed to use reasonable care in the analysis, preparation, design, manufacture, construction, and/or management of the real property and structures of the Millennium Tower, thereby causing damages, including, among other things, excessive and differential settlement of the Tower and the Podium, and defects and deficiencies in the foundation, Garage, subterranean structure, curtain wall, exterior wall panels, skylights, common areas, plaza and terrace decks, unit interiors (including but not limited to excessive noise and odors moving between units), exterior doors, roofing, and utility connections.

70. The Millennium Defendants, Webcor, Handel, and the Engineering Defendants, whether as developer, builder, contractor, general contractor, subcontractor, supplier, material man, architect, engineer, manager, or otherwise, performed work, labor, and/or services for the construction of the Millennium Tower, and each knew or should have known that if the Millennium Tower was not properly or adequately designed, engineered, supervised, constructed, and/or managed, the owners and users would be substantially damaged thereby, and the condominium units, buildings, improvements, and structures would be defective and not of merchantable quality.

71. The Millennium Defendants, Webcor, Handel, and the Engineering Defendants were under a duty to exercise ordinary care as developer, builder, contractor, general contractor, subcontractor, supplier, architect, engineer, manager, or otherwise to avoid reasonably foreseeable injury to users and purchasers of the condominium units, buildings, improvements, and structures, and knew or should have foreseen with reasonable certainty that purchasers and/or users would suffer damages if the Millennium Defendants, Webcor, Handel, and the Engineering Defendants failed to perform their duty to cause the Property and the structures of the Millennium Tower to be designed, engineered, constructed, and managed in a proper workmanlike manner and fashion.

72. In performing the works of a developer, builder, contractor, general contractor,

subcontractor, supplier, architect, engineer, manager, or otherwise, the Millennium Defendants, Webcor, Handel, and the Engineering Defendants failed and neglected to perform the work, labor, and services properly or adequately. The Millennium Defendants, Webcor, Handel, and the Engineering Defendants so negligently performed their work, labor, and/or services such that the premises and structures of the Millennium Tower were designed, engineered, constructed, and/or managed improperly, negligently, carelessly, and/or not in a workmanlike manner.

73. Defendant Arup was hired by the TJPA to provide it with geotechnical engineering services relating to the lateral support for the Millennium Tower made necessary by the excavation for the Transit Center. Arup performed work, labor, and/or services for the soils evaluation, support wall, and buttress pile wall between the Transit Center and the Millennium Tower for the purpose of providing lateral and subjacent support to the Millennium Tower.

74. Arup was under a duty to exercise ordinary care as engineer, subcontractor, manager, or otherwise to avoid reasonably foreseeable injury to users and purchasers of the condominium units, buildings, improvements, and structures of and in the Millennium Tower. Arup knew or should have foreseen with reasonable certainty that the HOA and its members would suffer damages if the soils evaluation, support wall, and buttress pile wall were not properly or adequately designed, engineered, supervised, and/or constructed.

75. On information and belief, the HOA alleges that Arup negligently, carelessly, tortiously, and wrongfully failed to use reasonable care in the analysis, preparation, design, manufacture, and/or construction of the soils evaluation, lateral support, and/or buttress pile wall, thereby causing damage to the Millennium Tower, including, among other things, excessive and differential settlement of the Tower and Podium, and defects and deficiencies in the Garage.

76. As a direct and proximate result of Defendants' breaches, the HOA has suffered and will continue to suffer damages in an amount to be proved at trial.

On information and belief, the HOA alleges that the Millennium Founders and MPI are liable for the acts of MSD, MSH, MPM, and MP LLC because MSD, MSH, MPM, and MP LLC are alter egos or agents of MPI and the Millennium Founders. A unity of interest and ownership existed between MSD, MSH, MPM, MP LLC, MPI, and the Millennium Founders, and adherence to the fiction of a separate corporate existence would promote injustice under these circumstances. In the interest of justice, each and every Millennium Defendant that ultimately caused or benefited from the wrongful conduct alleged in the Complaint should be held ultimately liable for the HOA's damages.

THIRD CAUSE OF ACTION

Breach of Express Warranties Against the Millennium Defendants, Millennium Founders, and Does 1 Through 100, Inclusive

77. The HOA re-alleges and incorporates by reference Paragraphs 1 through 76 above as if fully set forth herein.

78. On information and belief, Millennium Defendants provided prospective buyers with a written statement disclaiming any knowledge of any substantial defects as required by California Civil Code § 1134(b). Millennium's "Property Disclosure and Information Statement," dated May 2011, failed to disclose that the building was experiencing excessive vertical and differential settlement. This disclosure constituted an express warranty that no substantial defects existed in the common areas, the separate interests the HOA is obligated to maintain and repair, or the separate interests that are integrally related to the common areas and separate interests. On information and belief, the HOA alleges that the Millennium Defendants also expressly warranted through sales and advertising materials and through sales representatives for the Property that the Millennium Tower was designed and constructed in a commercially reasonable and habitable manner when the Millennium Defendants offered the units of the Millennium Tower for sale to the general public for use as residences. For instance, the Millennium Tower San Francisco Sales Manual states, "With its superior design, highest quality, thoughtful service, and extraordinary amenities, we believe Millennium Tower will be the best residential tower ever built in San Francisco."

79. On information and belief, these express warranties were made when Millennium Defendants knew that the building was settling excessively and differentially.

80. The HOA and its members relied on the Millennium Defendants' express representations that these units were marketed for sale to the general public, and thus of

merchantable quality suitable for their intended purpose, without major, significant defective causes, effects, or conditions, unremedied or unrepaired by the Millennium Defendants.

81. The Millennium Defendants breached these express warranties by selling the condominium units in the Millennium Tower with the above-described deficiencies in the design, specification, planning, supervision, development, improvement, and repair thereof.

82. As a direct and proximate result of the breach of express warranties by the Millennium Defendants, the HOA and its members suffered damages stemming from the failure of the real property and structures thereon, including without limitation excessive and differential settlement of the Tower and Podium structures, and defects and deficiencies in the foundation, Garage, subterranean structure, curtain wall, exterior wall panels, skylights, common areas, plaza and terrace decks, unit interiors (including but not limited to noise and odors moving between units), exterior doors, roofing, and utility connections as set forth herein.

83. As a direct and proximate result of the Millennium Defendants' breach, the HOA has suffered and will continue to suffer damages in an amount to be proved at trial.

84. On information and belief, the HOA alleges that the Millennium Founders and MPI are liable for the acts of MSD, MSH, MPM, and MP LLC because MSD, MSH, MPM, and MP LLC are alter egos or agents of MPI and the Millennium Founders. A unity of interest and ownership existed between MSD, MSH, MPM, MP LLC, MPI, and the Millennium Founders, and adherence to the fiction of a separate corporate existence would promote injustice under these circumstances. In the interest of justice, each and every Millennium Defendant that ultimately caused or benefited from the wrongful conduct alleged in the Complaint should be held ultimately liable for the HOA's damages.

FOURTH CAUSE OF ACTION

Breach of Implied Warranties Against the Millennium Defendants, Millennium Founders, Webcor, and Does 1 Through 100, Inclusive

85. The HOA re-alleges and incorporates by reference Paragraphs 1 through 83 above as if fully set forth herein.

86. Webcor impliedly warranted that the Millennium Tower was designed and

constructed in a commercially reasonable and workmanlike manner.

87. On information and belief, the HOA alleges that the Millennium Defendants impliedly warranted that the Millennium Tower was designed and constructed in a commercially reasonable and workmanlike manner when the Millennium Defendants offered the condominium units of the Millennium for sale to the general public and delegated the duty of maintenance and repair to the HOA.

88. The Property was not of proper durability, reliability, and/or general quality and not fit for its intended use.

89. As a direct and proximate result of the Millennium Defendants' and Webcor's breaches, the HOA has suffered and will continue to suffer damages in an amount to be proved at trial.

90. On information and belief, the HOA alleges that the Millennium Founders and MPI are liable for the acts of MSD, MSH, MPM, and MP LLC because MSD, MSH, MPM, and MP LLC are alter egos or agents of MPI and the Millennium Founders. A unity of interest and ownership existed between MSD, MSH, MPM, MP LLC, MPI, and the Millennium Founders, and adherence to the fiction of a separate corporate existence would promote injustice under these circumstances. In the interest of justice, each and every Millennium Defendant that ultimately caused or benefited from the wrongful conduct alleged in the Complaint should be held ultimately liable for the HOA's damages.

FIFTH CAUSE OF ACTION

Strict Liability Against the Millennium Defendants, Millennium Founders,

and Does 1 Through 100, Inclusive

91. The HOA re-alleges and incorporates by reference Paragraphs 1 through 89 above as if fully set forth herein.

92. The Millennium Defendants are, and at all times relevant were, engaged in the mass production of condominiums for sale and use by members of the general public.

93. In or about 2005–2013, the Millennium Defendants participated in the design, development, construction, marketing, and sale of condominium units, buildings, structures, and

improvements for the Millennium Tower. In doing so, the Millennium Defendants developed the Millennium Tower with individual units for use as residential dwellings.

94. In their capacity as a developer, builder, marketer, and seller of the Millennium Tower, the Millennium Defendants knew that the condominium units, buildings, and structures would be sold to, and used by, members of the general public for the purpose of residences. The Millennium Defendants knew, or reasonably should have known, that the persons who would purchase the condominium units would do so without inspection for the defects set forth herein.

95. The Millennium Defendants are, and at all times relevant were, merchants with respect to the Millennium Tower. The Millennium Defendants impliedly warranted that the real property and structures in the Millennium Tower, including, among other things, the foundation, Garage, subterranean structure, curtain wall, exterior wall panels, skylights, common areas, plaza and terrace decks, unit interiors, exterior doors, roofing, and utility connections, were of merchantable quality and were erected in a reasonable workmanlike manner.

96. In their capacity as developers, mass-developers, mass-constructors, and mass-producers of the Millennium Tower, the Millennium Defendants are strictly liable and responsible to the HOA for all damages suffered as a result of the defects and deficiencies at the Millennium Tower, including, among other things, excessive and differential settlement of the Tower and Podium, and defects and deficiencies in the foundation, Garage, subterranean structure, curtain wall, exterior wall panels, skylights, common areas, plaza and terrace decks, unit interiors (including but not limited to excessive noise and odor transfers between units), exterior doors, roofing, and utility connections.

97. Within the past year, the HOA discovered that the underlying soils and component structures of the Millennium Tower are, and have been, experiencing defective conditions, including, among other things, excessive and differential settlement of the Tower and the Podium, and defects and deficiencies in the foundation, Garage, subterranean structure, curtain wall, exterior wall panels, skylights, common areas, plaza and terrace decks, unit interiors (including but not limited to odors moving between units), exterior doors, roofing, and utility connections. Such defective components are not of merchantable quality, nor were they

Planning CPC <cpc@lacity.org>

Hollywood Center Project - serious concerns

Margaret Martin <margaretmartin08@gmail.com> Tue, Oct 13, 2020 at 11:39 AM
To: cpc@lacity.org

From: Dr. Margaret Martin
2010 Vine Street, Los Angeles, CA 90068
310.499.8178

To: Los Angeles City Planning Commission

Re: Land Use Approval and Waivers requested for the
Hollywood Center Project proposed adjacent Capitol Records building

Greetings:

I am a doctor of public health and an expert in Community Health Science.

In addition, the home and residential income property that I have owned for 36 years and in which I live is located at the above address, 3 blocks from the proposed PROJECT.

As an expert in public health and community health science, and as a property owner and resident of the neighborhood most directly impacted by this PROJECT, I strongly oppose each of the various plans under consideration for the following reasons.

1. **Environment Impact Reports for each of the PROJECT designs fail to account for, to mitigate – or even to mention significant human and community impacts and costs**, including:

   a. Impact of building high-density residential and commercial units directly over seismically active faults.

      i. Placing high-density residential and commercial units over active faults demonstrates reckless disregard for human lives, including those of seniors and low-income residents the PROJECT purports to serve.

      ii. PROJECT EIR includes NO PLAN for housing residents made homeless if PROJECT is damaged and rendered unlivable by a quake. Costs would fall to taxpayers and the neighborhood would be further degraded.

      This concern is real. After the Northridge quake, residents throughout Hollywood lived in tents in their yards for nearly a year, as the quake had rendered their homes unsafe. We cannot handle our current homeless population. PROJECT EIR fails to address this important issue.

      City taxpayers cannot afford to indemnify PROJECT developers who knowingly and willfully put so many additional lives and the entire community at risk, for their personal profit.

iii. PROJECT developers have a proven track record of cutting corners in building safety and design that renders them untrustworthy. This PROJECT is their attempt to bring their cost-cutting disregard for safety to Hollywood.

We must not permit them to put prospective community residents at risk or damage yet another iconic CA neighborhood.

Exhibit A: A high-rise building in San Francisco that the same developers built is now leaning badly. One side of the building has sunk > 14 inches, due to inadequate (cost-cutting) construction and design.

b. Impact of PROJECT dimensions and height on the character, aesthetics, views, desirability, livability and property values in the community and potential for harm to each is massive and has not been addressed in PROJECT EIR.

c. Impact of PROJECT density on existing neighborhood gridlock, first responders' capacity to move and human safety is also massive – and is also not addressed in PROJECT EIR.

2. **The height of the PROJECT is <u>ridiculously out-of-proportion</u>** to any other building in the area. A zoning variance for the PROJECT should NOT be considered nor approved.

a. PROJECT height would degrade the character and aesthetics of this iconic neighborhood.

This would irrevocably degrade property values in the neighborhood, including the value of my own home and of my residential income property.

b. PROJECT height would horribly block (degrade) views in the neighborhood, including the view from my home and residential income property. This would reduce the desirability and value of my home and of my residential income property and cause me additional direct economic harm.

3. **The density of the PROJECT would exacerbate current gridlock** in the neighborhood. **This could cost lives** by limiting first responders' capacity to move.

a. Streets within Hollywood have not been widened, while residential and commercial density has increased significantly over the past five years with the addition of more than 1,000 new apartment units in the immediate neighborhood.

This is dangerous. Streets within Hollywood have become <u>impossible to navigate</u> for hours on end. It often takes 40 minutes or more to drive 3 blocks. First responders are already slowed down. Additional density could cost lives by further restricting first responders' capacity to move or to respond.

The neighborhood cannot tolerate the additional density of the planned PROJECT.

Failure by PROJECT developers to include in PROJECT EIRs, address or in any way mitigate the human and community costs outlined above is inexcusable.

The EIRs submitted with PROJECT plans are quite frankly as full of holes as Swiss cheese. As such, they are manipulative, laughable and disrespectful in the extreme. These egregious omissions within PROJECT EIRs testify to the untrustworthiness of PROJECT developers, for through their many omissions, PROJECT EIRs attempt to skirt so many pressing issues and concerns. PROJECT EIRs on their face thereby constitute Exhibit B as evidence for why PROJECT developers should not be trusted nor approved for the zoning variances and approvals they seek.

Failure of the City Planning Commission to hold PROJECT developers accountable for their flagrant failure to address such fundamental concerns in PROJECT EIRs would be an egregious abdication of responsibility.

As an expert in community health science and as a property owner and resident of the immediate neighborhood directly impacted by the PROJECT, I strongly urge that approval be denied for this PROJECT.

The EIR for any future project proposed for the neighborhood must accurately reflect the real human and community impact and costs involved.

This PROJECT and its EIR fail to pass the smell test.

This PROJECT as conceived, in all its various permutations, must not be permitted to proceed.

Sincerely,

Dr. Margaret Martin
2010 Vine Street
Los Angeles, CA 90068
310.499.8178

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"I have been impressed with the urgency of doing. Knowing is not enough; we must apply. Being willing is not enough; we must do." Leonardo da Vinci

designed, erected, constructed, or installed in a workmanlike manner, but instead are defective and, as now known, demonstrate improper, nonexistent, and/or inadequate design, construction, manufacture and/or installation. The structures may be additionally defective in ways and to an extent not precisely known, but will be established at the time of trial according to proof.

98. The HOA properly notified the Millennium Defendants of the defective conditions of the Property. Notwithstanding such notice, the Millennium Defendants have failed to acknowledge responsibility for all of the defective conditions or otherwise cause the appropriate restoration and/or repair to be made at their cost and expense.

99. The items generally referred to and particularly described herein were latent deficiencies in that the above-described defects arose out of, were attributable to, and are directly and proximately caused by the above-described latent deficiencies in the design, specifications, planning, supervision, construction, observation of construction, development, and improvement of the Millennium Tower. Before the HOA discovered them, such defects and deficiencies could not have been discovered by the exercise of reasonable diligence.

100. At all times relevant, the HOA relied on the skill of the Millennium Defendants to produce condominiums that are reasonably fit for their intended purpose.

101. The HOA is still not fully aware of all the causes, the full extent, and possible legal significance of the results or causes of the conditions described above due to the loss being continual and latent. The HOA is an organization of lay individuals who require expert consultation to provide a review of the property conditions. The HOA is still not informed of any causes or entire results of the full extent of these latent deficiencies, nor is the HOA fully informed of the potential causes of the resultant distress due to the loss being continual and latent.

102. Any and all repair attempts by the Millennium Defendants failed to adequately correct the damages and deficiencies in the Millennium Tower thereby resulting in further property damage.

103. Instead of causing the necessary and required construction and repair of the Millennium Tower, the Millennium Defendants caused cosmetic, temporary, or ineffective

repairs to be made to various portions of the Millennium Tower for the purpose of leading the HOA and its members to believe that the Millennium Defendants were resolving and correcting all deficiencies. By virtue of such conduct, the Millennium Defendants are estopped to assert that the HOA may not seek the damages herein sought.

104. The above-described defects arose out of, were attributed to, and are directly and proximately caused by the above-described deficiencies in the design, specification, planning, supervision, development, and improvement of the Millennium Tower and faulty repairs thereto, and before such defects were discovered by the HOA, they could not have been discovered by the exercise of reasonable diligence.

105. On information and belief, the HOA alleges that the Millennium Founders and MPI are liable for the acts of MSD, MSH, MPM, and MP LLC because MSD, MSH, MPM, and MP LLC are alter egos or agents of MPI and the Millennium Founders. A unity of interest and ownership existed between MSD, MSH, MPM, MP LLC, MPI, and the Millennium Founders, and adherence to the fiction of a separate corporate existence would promote injustice under these circumstances. In the interest of justice, each and every Millennium Defendant that ultimately caused or benefited from the wrongful conduct alleged in the Complaint should be held ultimately liable for the HOA's damages.

106. As a direct and proximate result of the conduct herein alleged, the HOA has suffered damages in an amount to be proven at the time of trial.

SIXTH CAUSE OF ACTION

Negligent Misrepresentation Against the Millennium Defendants, Millennium Founders, Sean Jeffries, and Does 1 Through 100, Inclusive

107. The HOA re-alleges and incorporates by reference Paragraphs 1 through 106 above as if fully set forth herein.

108. The Millennium Defendants represented on February 28, 2014 to the HOA, through Sean Jeffries, that they were not "aware to date of any information that gives us concern for the safety of the building or any significant impact on the structure."[35] This representation

[35] Letter from Sean Jeffries to Jeff Peters re Millennium Tower (Feb. 28, 2016).

was demonstrably false, as the Tower had already exceeded the revised upper limit of the total expected lifetime settlement.

109. At the time, the Millennium Defendants and Sean Jeffries did not have any reasonable ground for believing their February 28, 2014 representation was true. As the Millennium Defendants and Sean Jeffries were aware, the Tower was originally predicted to sink no more than 4 to 6 inches over its lifetime, and that the predicted lifetime settlement of the Tower was later revised to 10.3 to 12.3 inches. At the time of their representation on February 28, 2014, the Millennium Defendants and Sean Jeffries also knew that the Tower had already exceeded its revised predicted lifetime settlement. The Millennium Defendants and Sean Jeffries also knew that the TJPA's construction activities would likely cause further differential settlement.

110. On information and belief, the HOA alleges that Sean Jeffries also made periodic presentations to the HOA at the executive session board meetings where he repeatedly assured the HOA that Millennium Partners was monitoring the building and was not aware of any concerns regarding building settlement.[36] Sean Jeffries also did not have any reasonable ground for believing these representations were accurate when he made them because he knew that the Tower had already exceeded its revised predicted lifetime settlement and that the TJPA's construction activities would likely cause further differential settlement.

111. In a further misrepresentation to the HOA, Sean Jeffries signed the Amended Easement Amendment with the TJPA, purporting to represent the HOA but without the authority to do so, which resulted in his, not the HOA's, receiving monitoring reports from the TJPA. At the time, Sean Jeffries did not have any reasonable ground for believing he was authorized to sign the Amended Easement Agreement with the TJPA on behalf of the HOA without the HOA's authority to do so. After Sean Jeffries misrepresented that he was authorized to sign the Amended Easement Amendment with the TJPA on behalf of the HOA, Sean Jeffries or an employee of the Millennium defendants, and not the HOA, began receiving monitoring data

[36] On information and belief, this information was communicated verbally at HOA board meeting executive sessions including at the October 6, 2014 executive session.

collected by the TJPA, which further revealed that the Tower was settling vertically and differentially in excess of the design specifications, including the revised expected maximum settlement. Sean Jeffries and the Millennium Defendants did not disclose this data to the HOA, but instead concealed it.

112. On information and belief, the HOA alleges that Sean Jeffries was, at all times, authorized to speak on behalf of the Millennium Defendants.

113. The Millennium Defendants and Sean Jeffries intended that the HOA would rely on these representations by failing to take action to correct the defects and damage to the Millennium Tower of which it was not aware.

114. The HOA reasonably relied on the Millennium Defendants' and Sean Jeffries' representations because the HOA reasonably believed that the Millennium Defendants would fulfill their duty of disclosure.

115. In reliance on the Millennium Defendants' and Sean Jeffries' representations, the HOA did not take corrective action to prevent continuing and future damage.

116. The HOA's reliance on the Millennium Defendants' and Sean Jeffries' representations was a substantial factor in causing damages to the HOA, including by diminishing the value of the common areas of Millennium Tower and by delaying any corrective action that could reduce the extent of damage.

117. Because the Millennium Defendants and Sean Jeffries withheld information from the HOA, the Millennium Defendants and Sean Jeffries necessarily possess full information concerning the facts of their own negligent acts.

118. As a direct and proximate result of the Millennium Defendants' and Sean Jeffries' negligent conduct, the HOA has suffered and will continue to suffer damages in an amount to be proved at trial.

119. On information and belief, the HOA alleges that the Millennium Founders and MPI are liable for the acts of MSD, MSH, MPM, and MP LLC because MSD, MSH, MPM, and MP LLC are alter egos or agents of MPI and the Millennium Founders. A unity of interest and ownership existed between MSD, MSH, MPM, MP LLC, MPI, and the Millennium Founders,

and adherence to the fiction of a separate corporate existence would promote injustice under these circumstances. In the interest of justice, each and every Millennium Defendant that ultimately caused or benefited from the wrongful conduct alleged in the Complaint should be held ultimately liable for the HOA's damages.

SEVENTH CAUSE OF ACTION

Fraudulent Misrepresentation Against the Millennium Defendants, Millennium Founders, Sean Jeffries, and Does 1 Through 100, Inclusive

120. The HOA re-alleges and incorporates by reference Paragraphs 1 through 119 above as if fully set forth herein.

121. The Millennium Defendants represented on February 28, 2014 to the HOA, through Sean Jeffries, that they were not "aware to date of any information that gives us concern for the safety of the building or any significant impact on the structure."[37] This representation was demonstrably false, as Sean Jeffries and the Millennium Defendants knew that the Tower had already exceeded the revised upper limit of the total expected lifetime settlement.

122. At the time, the Millennium Defendants and Sean Jeffries knew that the Tower was originally predicted to sink no more than 4 to 6 inches over its lifetime, and that the predicted lifetime settlement of the Tower was later revised to 10.3 to 12.3 inches. At the time of their representation on February 28, 2014, the Millennium Defendants and Sean Jeffries knew that the Tower had already exceeded its revised predicted lifetime settlement. The Millennium Defendants and Sean Jeffries also knew that the TJPA's construction activities would likely cause further differential settlement.

123. On information and belief, the HOA alleges that Sean Jeffries also made periodic presentations to the HOA at the executive session board meetings where he repeatedly assured the HOA that Millennium Partners was monitoring the building and was not aware of any concerns regarding building settlement.[38]

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[37] Letter from Sean Jeffries to Jeff Peters re Millennium Tower (Feb. 28, 2016).

[38] On information and belief, this information was communicated verbally at HOA board meeting executive sessions including at the October 6, 2014 executive session.

124. In a further misrepresentation to the HOA, Sean Jeffries signed the Amended Easement Amendment with the TJPA, purporting to represent the HOA but without the authority to do so, which resulted in his, not the HOA's, receiving monitoring reports from the TJPA. After Sean Jeffries misrepresented that he was authorized to sign the Amended Easement Amendment with the TJPA on behalf of the HOA, Sean Jeffries or another employee of the Millennium Defendants, and not the HOA, began receiving monitoring data collected by the TJPA, which further revealed that the Tower was settling vertically and differentially in excess of the design specifications, including the revised expected maximum settlement. Sean Jeffries and the Millennium Defendants did not disclose this data to the HOA, but instead concealed it.

125. On information and belief, the HOA alleges that Sean Jeffries was, at all times, authorized to speak on behalf of the Millennium Defendants.

126. The Millennium Defendants and Sean Jeffries intended that the HOA would rely on this representation by failing to take action to correct the defects and damage to the Millennium Tower of which it was not aware.

127. The HOA reasonably relied on the Millennium Defendants' and Sean Jeffries' representations because the HOA reasonably believed that the Millennium Defendants would fulfill their duty of disclosure.

128. In reliance on the Millennium Defendants' and Sean Jeffries' representations, the HOA did not take corrective action to prevent continuing and future damage.

129. The HOA's reliance on the Millennium Defendants' and Sean Jeffries' representations caused damages to the HOA, including by diminishing the value of the common areas of Millennium Tower and by delaying any corrective action that could reduce the extent of damage.

130. Because the Millennium Defendants and Sean Jeffries intentionally withheld information from the HOA, the Millennium Defendants and Sean Jeffries necessarily possess full information concerning the facts of their own fraudulent acts.

131. As a direct and proximate result of the Millennium Defendants' and Sean Jeffries' fraudulent conduct, the HOA has suffered and will continue to suffer damages in an amount to

be proved at trial.

132. On information and belief, the HOA alleges that the Millennium Founders and MPI are liable for the acts of MSD, MSH, MPM, and MP LLC because MSD, MSH, MPM, and MP LLC are alter egos or agents of MPI and the Millennium Founders. A unity of interest and ownership existed between MSD, MSH, MPM, MP LLC, MPI, and the Millennium Founders, and adherence to the fiction of a separate corporate existence would promote injustice under these circumstances. In the interest of justice, each and every Millennium Defendant that ultimately caused or benefited from the wrongful conduct alleged in the Complaint should be held ultimately liable for the HOA's damages.

133. Because the Millennium Defendants' and Sean Jeffries' conduct was malicious, oppressive, and fraudulent, and taken in knowing disregard of their legal duties, punitive damages should be awarded. The Millennium Defendants knew that the construction and design of the Millennium Tower was deficient and that the Millennium Tower was suffering from vertical and differential settlement, and consciously and recklessly disregarded the probability of injury to residents of Millennium Tower units and to the common areas of the Millennium Tower by developing and marketing the Millennium Tower despite knowing that its construction methods and design plans were deficient, and by continuing to market the units after they received information that the building was sinking and tilting.

EIGHTH CAUSE OF ACTION

Fraudulent Concealment Against the Millennium Defendants, Millennium Founders, Sean Jeffries, John Luciano, and Does 1 Through 100, Inclusive

134. The HOA re-alleges and incorporates by reference Paragraphs 1 through 133 above as if fully set forth herein.

135. As marketers, sellers, and promoters of the Millennium Tower, the Millennium Defendants, Sean Jeffries, and Luciano owed a duty of disclosure to the HOA and its members. As a result, the Millennium Defendants, Sean Jeffries, and Luciano had an obligation to disclose facts relating to the Millennium Tower, including its common areas. As designated contact for

receipt of monitoring data from the TJPA, Sean Jeffries also owed a fiduciary duty to the HOA, its board, and its members. As a member of the HOA Board, Luciano owed a fiduciary duty to the HOA and its members. Finally, as the persons and entities with knowledge and information about the condition of the Millennium Tower not available to the HOA, including the Tower's excessive vertical and differential settlement, the Millennium Defendants, Sean Jeffries, and Luciano owed a duty of disclosure to the HOA and its members.

136. On information and belief, the HOA alleges that despite owing a duty of disclosure to the HOA, the Millennium Defendants, Sean Jeffries, and Luciano intentionally failed to disclose certain facts regarding the excessive vertical and differential settlement of the Millennium Tower and instead actively concealed those facts for as long as possible.

137. The Millennium Defendants, Sean Jeffries, and Luciano knew that the Tower was originally predicted to sink no more than 4 to 6 inches over its lifetime. The Millennium Defendants, Sean Jeffries, and Luciano also knew that the predicted lifetime settlement of the Tower was later revised to 10.3 to 12.3 inches.

138. On information and belief, the Millennium Defendants received monitoring data on the settlement building continuously over a period of years, starting as early as 2010. Arup has prepared at least 58 memoranda to the TJPA providing updates on settlement monitoring through 2016. On information and belief, this same settlement data was sent by TJPA to Millennium Partners, who in turn transmitted the settlement data to DeSimone for evaluation. DeSimone then prepared its own analysis of the Arup data, summarized in numerous memoranda that were addressed to Steven Hood of Millennium Partners.[39]

139. The DeSimone memoranda, based upon the Arup monitoring data and produced directly to Millennium Partners, unequivocally show excessive vertical and differential settlement of the Millennium Tower. For example, a DeSimone Memorandum dated December

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[39] *See, e.g.*, Memorandum from Nicolas Rodrigues to Steven Hood (Millennium Partners) re: 301 Mission Street - Settlement Monitoring (review of most recent settlement data provided by Millennium Partners to DeSimone) (Dec. 13, 2013); Email from Brian Dykes (TJPA) to Steven Hood Re: Instrument Monitoring (attaching June 28, 2013 Arup Memorandum Re: Manually Read Inclinometer Update) (July 16, 2013).

14, 2012, demonstrates the Tower had already sunk over 11 inches.

140. Yet the HOA was not made aware of the true nature of the wrongful conduct and the full extent to which the Tower was experiencing excessive vertical and differential settlement until 2016. The Millennium Defendants, Sean Jeffries, and Luciano failed to disclose to the HOA before 2016 that the Tower had exceeded the original predicted lifetime settlement range of 4 to 6 inches as of January 2009, and the Millennium Defendants, Sean Jeffries, and Luciano also failed to disclose to the HOA before 2016 that the Tower had already exceeded the revised predicted maximum lifetime settlement of 12.3 inches.

141. As of the signing of the First Amendment to the Easement Amendment, the Millennium Defendants, Sean Jeffries, and Luciano also knew that the TJPA's construction activities at the site of the Transit Center would likely cause additional vertical and differential settlement of the Tower and the Podium, and potentially other damages. As of early 2014, the Millennium Defendants, Sean Jeffries, and Luciano also knew that the TJPA's construction activities at the site of the Transit Center had already caused vertical and differential settlement of the Tower and the Podium, damage to the Garage, water intrusion, and other damages.

142. On information and belief, the HOA alleges that Sean Jeffries and others, including representatives of the TJPA, signed a confidentiality agreement on March 17, 2010 to conceal from the HOA and others the extent of the settlement and that the TJPA's construction activities at the site of the Transit Center, adjacent to the Millennium Tower, would likely cause additional vertical and differential settlement of the Tower and the Podium.

143. On information and belief, the HOA alleges that Sean Jeffries, in a further attempt to conceal from the HOA for as long as possible that the Tower was settling vertically and differentially in excess of the design specifications, signed the Amended Easement Amendment with the TJPA. Because Sean Jeffries signed the Amended Easement Amendment with the TJPA, Sean Jeffries or other employees of the Millennium Defendants, and not the HOA, began receiving monitoring data collected by the TJPA, which further revealed that the Tower was settling vertically and differentially in excess of the design specifications, including the revised expected maximum settlement. Sean Jeffries and the Millennium Defendants did not disclose

this data to the HOA, but instead concealed it.

144. The Millennium Defendants knew that the Millennium Tower was settling differentially at least by March 15, 2010, if not earlier, when Sean Jeffries and others employees of Millennium Defendants received monitoring data from Arup that discussed differential settlement. Despite knowing of the differential settlement and the detrimental impact of the TJPA's activities on the Millennium Tower, the Millennium Defendants, Sean Jeffries, and Luciano failed to disclose to the HOA the full extent of the wrongful conduct and its effects before 2016, including that the TJPA's construction activities at the site of the Transit Center had contributed to the excessive vertical and differential settlement of the Tower and the Podium far in excess of the design specifications, damage to the Garage, water intrusion, and other damages.

145. In his capacity as an executive for the Millennium Defendants, Luciano knew of the vertical and differential settlement of the Tower and Podium and other ongoing damages to the Property resulting from the design and construction defects and the TJPA's activities. Luciano, a Vice President at MPM and a member of the HOA's Board from approximately 2009 through 2016, wrongfully failed to disclose to the HOA and its members all material facts regarding the Tower and instead actively concealed them, in violation of his duty of disclosure to the HOA.

146. The Millennium Defendants and Sean Jeffries further represented on February 28, 2014 to the HOA, that they were not "aware to date of any information that gives us concern for the safety of the building or any significant impact on the structure." This representation was demonstrably false, as Sean Jeffries and the Millennium Defendants knew that the Tower had already exceeded the revised upper limit of the total expected lifetime settlement. In a December 13, 2013 Memorandum to Millennium Partners, DeSimone observed that the total measured settlement was "now officially outside the maximum predicted value provided by Treadwell and Rollo (Langan)."

147. On information and belief, the HOA alleges that Sean Jeffries and Luciano were, at all times, authorized to speak on behalf of the Millennium Defendants.

148. In failing to disclose these material facts, the Millennium Defendants, Sean

ATTACHMENT I
(50 pages)

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FILED
San Francisco County Superior Court

MAR 29 2017

CLERK OF THE COURT
BY: [signature]
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

MILLENNIUM TOWER ASSOCIATION, a California nonprofit mutual benefit corporation, Plaintiff, v. MISSION STREET DEVELOPMENT LLC, a Delaware Limited Liability Company; MISSION STREET HOLDINGS LLC, a Delaware Limited Liability Company; MILLENNIUM PARTNERS MANAGEMENT LLC, a New York Limited Liability Company; MILLENNIUM PARTNERS LLC, a New York Limited Liability Company; MILLENNIUM PARTNERS I, INC., a New York Corporation; CHRISTOPHER M. JEFFRIES, an individual; PHILIP E. AARONS, an individual; PHILIP H. LOVETT, an individual; SEAN JEFFRIES, an individual; JOHN LUCIANO, an individual; WEBCOR CONSTRUCTION, INC., an unknown business entity; WEBCOR CONSTRUCTION LP, dba WEBCOR BUILDERS, a California Limited Partnership; HANDEL ARCHITECTS LLP, a New York Limited Liability Partnership; TREADWELL & ROLLO, INC., an unknown business entity; T & R CONSOLIDATED,	Case No. CGC-17-557830 **COMPLAINT FOR:** **1) VIOLATION OF CAL. CIV. CODE § 895 *ET SEQ.*;** **2) NEGLIGENCE;** **3) BREACH OF EXPRESS WARRANTIES;** **4) BREACH OF IMPLIED WARRANTIES;** **5) STRICT LIABILITY;** **6) NEGLIGENT MISREPRESENTATION;** **7) FRAUDULENT MISREPRESENTATION;** **8) FRAUDULENT CONCEALMENT;** **9) BREACH OF FIDUCIARY DUTY;** **10) VIOLATION OF CAL. BUS. & PROF. CODE § 17200 *ET SEQ.*;** **11) INVERSE CONDEMNATION;** **12) TRESPASS;** **13) NUISANCE; AND** **14) VIOLATION OF CAL. CIV. CODE § 832.** **JURY TRIAL DEMANDED**

By Fax

INC., a California Corporation and successor in interest to TREADWELL & ROLLO; LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC., a New Jersey Corporation and successor in interest to TREADWELL & ROLLO; DESIMONE CONSULTING ENGINEERS LLC, a Delaware Limited Liability Company; DESIMONE CONSULTING ENGINEERS, PLLC, a California Professional Limited Liability Company; TRANSBAY JOINT POWERS AUTHORITY, a public entity; ARUP NORTH AMERICA LIMITED, a United Kingdom Corporation; and DOES 1 through 100,

Defendants.

I. INTRODUCTION

1. The Millennium Tower, a 419-unit luxury condominium project at 301 Mission Street in San Francisco, was the tallest residential high rise on the West Coast when it opened in 2009. Shimmering like a translucent 58-story crystal, this landmark structure attracted a diverse community of more than a thousand residents. Urban professionals welcomed the opportunity to live minutes from the financial district's hive of corporate headquarters; retirees and empty-nesters traded the equity in their suburban homes for the panoramic vistas of a waterfront skyscraper; and young families with children embraced the unique experience of a vertical neighborhood. With units averaging nearly $2 million, the tower's developer, Millennium Partners, generated in excess of $750 million in sales between 2009 and 2013[1].

2. To the dismay of those who sank so much of their life savings into the Millennium Tower, the Tower itself is now sinking—and has been for years, even before the first unit was sold in 2009. As much of the Bay Area and beyond has come to learn, Millennium Partners erected this glamorous building on an improperly designed and constructed foundation system, then looked the other way as the building was further besieged by other construction defects and negligent construction practices. By the time it debuted as "the luxury benchmark

[1] J.K. Dineen, *Millennium Tower in San Francisco is a $750M sellout*, S.F. Bus. Times (Apr. 5, 2013), http://www.bizjournals.com/sanfrancisco/print-edition/2013/04/05/millennium-tower-in-san-francisco-is.html.

for San Francisco city living,"[2] the high-rise tower had already sunk more than 8 inches into the mud, sand, and clay on which it was built. And the sinking continues unabated. The Tower has since dropped another 8 inches, bringing it now 16 inches closer to the "diverse tapestry of arts, culture and culinary delights"[3] that originally drew its residents to this vibrant South of Market neighborhood. As the Tower has sunk, it has also tilted. The precast concrete floors are now non-level, and at the top, where a penthouse unit sold for $9.8 million, the tower leans by more than 12 inches.

3. But those who knew of the high rise's troubles kept it secret for years, and two parties even memorialized their agreement to keep all exchanged documents and information confidential.[4] Millennium Partners and the Transbay Joint Powers Authority ("TJPA"), which was preparing to build an underground and above-ground transit center ("Transit Center") on an adjacent site, entered into a bilateral confidentiality agreement covering all documents and information exchanged. Rejecting transparency and accountability, Millennium Partners and the TJPA agreed that the "[d]ocuments and information" exchanged about the Property and the Transit Center were proprietary and confidential.[5] The Millennium Tower Association ("HOA")—the not-for-profit association responsible for the key building systems—was shut out, and the truth about the mounting problems was hidden, and stayed hidden, for many years.

4. For its part, Millennium Partners is an experienced New York-based real estate development firm that boasts of having developed more than 2,900 luxury condominiums, eight five-star hotels, including the 40-story Four Seasons near Moscone Center, two extended-stay luxury hotels, 1,200,000 square feet of office space, and 1,000,000 square feet of retail space, among other developments.[6] It claims to own and operate an impressive portfolio worth over

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[2] Millennium Partners, http://millenniumptrs.com/about-mp/ (last visited Mar. 28, 2017).

[3] *Id.*

[4] The March 17, 2010 Confidentiality Agreement replaced and superseded a February 26, 2010 agreement in its entirety, and the parties to the March 17, 2010 Confidentiality Agreement agreed that the "February 26, 2010 agreement shall have no further force and effect."

[5] Confidentiality Agreement between Millennium Partners and the TJPA (March 17, 2010).

[6] Millennium Partners, http://millenniumptrs.com/about-mp/ (last visited Mar. 28, 2017).

$4 billion.[7] In other words, purchasers of Millennium Tower units had every reason to believe that they were placing their faith in a developer with the resources and know-how to properly design and construct a building whose height was not a moving target. And, in addition to the residents who bought into the dream of a world-class property built to the highest standards, the other inhabitants of bustling SoMa reasonably trusted that the slender skyscraper towering above them was constructed responsibly.

5. Christopher Jeffries and his son Sean Jeffries directed and led the development of Millennium Tower. Christopher Jeffries is a founder of Millennium Partners and retains the largest ownership interest.[8] Even with his partnership's vast holdings, Christopher Jeffries himself makes the final decisions about the Millennium Tower and speaks with authority about the causes of its sinking and tilting. Christopher Jeffries was the primary spokesperson for Millennium Partners in its September 20, 2016 press conference at City Hall, where he insisted that "[Millennium Partners] did this building the right way."[9] The co-founders of Millennium Partners, Philip Aarons and Philip Lovett, also had significant involvement overseeing and managing the development of the Millennium Tower, but, as Mr. Aarons testified, "the final decisions at Millennium are made by Chris Jeffries."[10]

6. Other day-to-day responsibilities for the Millennium Tower's development fell to Sean Jeffries, leader of West Coast development for Millennium Partners and the sole member of the entity that Millennium Partners created to oversee the project at 301 Mission Street—Mission Street Development. As part of a strategic nationwide push, Sean Jeffries had expanded the West Coast office to complete various projects valued at over a billion dollars, including the

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[7] *Id.*

[8] Aug. 12, 2010 Philip Aarons Dep. 9:11-13 & 43:17-21, cited as Ex. 5 to Plaintiff's Notice of Filing Exhibits in Support of Plaintiffs' Responses to Defendants' Motions for Summary Judgment and Motions for Judgment on the Pleadings, *Altenel, Inc. v. Millennium Partners, LLC, et al.*, No. 1:11-cv-22806-KMW, ECF No. 338-5.

[9] Associated Press, *San Francisco Skyscraper Is Leaning - And Sinking*, Popular Mechs. (Oct. 24, 2016), http://www.popularmechanics.com/technology/infrastructure/a23521/san-francisco-skyscraper-is-leaningand-sinking/.

[10] Aug. 12, 2010 Philip Aarons Dep. 42:18-21, *supra* note 8.

Millennium Tower.[11] Sean Jeffries was joined on the West Coast by Vice President John Luciano, whom Millennium Partners installed on the HOA board from 2009 to 2016.

7. After the confidential exchange of documents over the Millennium Tower's worsening condition, both Sean Jeffries and John Luciano kept the alarming data regarding the Tower's sinking from the HOA and continued selling the condominium units to unsuspecting homeowners. This subterfuge went on for years as Millennium Partners, and specifically Sean Jeffries, kept receiving regular reports that the Millennium Tower was sinking and tilting but never shared those reports with the HOA.

8. On information and belief, the HOA alleges that Sean Jeffries, acting through multiple Millennium Partners entities, helped to make sure that no other entity shared that information, either. The TJPA, for instance, had been granted certain easements to the Millennium Tower property, which the agency needed to proceed with its excavation activities. Sean Jeffries signed the original October 10, 2008 easement agreement as the authorized representative of Mission Street Development. After responsibility for the Millennium Tower transferred from Mission Street Development to the HOA, the easement agreement had to be updated in 2011 to reflect that change; the amendment required the TJPA to provide monitoring data, which would have included the building's sinking and tilting, to Mission Street Development and the HOA. Sean Jeffries signed the amended easement agreement and designated himself as the HOA's "authorized representative"—thereby intercepting the TJPA's data before it could ever reach the HOA members not employed by Millennium Partners.[12] On information and belief, the HOA alleges that Sean Jeffries was not a member of the board of directors of the HOA at the time of signing and was not authorized to sign or receive such monitoring data on behalf of the HOA.

9. Long after construction was complete and all units had been sold, Sean Jeffries continued to involve himself with the building's management and attend periodic HOA meetings.

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[11] Kristine Carber, *The Feel-Good Developer*, Gentry Wealth (Summer 2012).

[12] At least two board members were residents not employed by Millennium Partners at the time the September 1, 2011 First Amendment to the Easement Agreement was signed.

In early 2014, after the Tower had sunk over 13 inches, and residents noticed signs of sidewalk settlement, Sean Jeffries wrote to the HOA's president to propose quarterly meetings between the HOA and Millennium Partners. Sean Jeffries also agreed to provide updates on the adjoining TJPA construction site, where the Transit Center was still under construction, including substantial underground work to accommodate the extension of the Caltrain line and the future High Speed Rail project.

10. In a February 2014 update to the HOA, Sean Jeffries professed ignorance about the Tower's troubles: "I have not been made aware to date of any information that gives us concern for the safety of the building or any significant impact on the structure."[13] But Sean Jeffries was aware. He knew that the Tower was sinking and tilting, ~~and~~ he also knew that excavation for the TJPA's underground "train box" and the associated construction were significantly impacting the Tower. Rather than alert those who had the most to lose, Sean Jeffries continued to hide this information from the HOA.

11. The TJPA likewise knew that its construction activities would affect the Millennium Tower and that its excavation activities alone would cause the Tower to sink further. As a condition of the easement permitting access to the Millennium Tower, the TJPA agreed that "[t]he Support System and the Transit Center shall be designed and constructed to stabilize the soil beneath the [property], prevent the material movement and/or settlement of the [property] and provide for the structural support, integrity and safety of the [property] during and after TJPA's construction of the Transit Center . . . ."[14]

12. The TJPA, through its massive, ill-planned construction operation, and Millennium Partners, with its defective design and construction, both contributed to the myriad problems plaguing the Millennium Tower. These problems were compounded by the active concealment by Millennium Partners and its employees, and the apparent complicity of the TJPA.

13. Other factors, including inadequate garage construction and waterproofing,

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[13] Letter from Sean Jeffries (Millennium Partners) to Jeff Peters (HOA) (Feb. 28, 2014).

[14] October 10, 2008 Easement Agreement between the TJPA and Mission Street Development.

defective windows, curtain wall corrosion and water intrusion, inter-unit odor transmission, cracks, and alignment issues, have also taken a toll on the livability of the Millennium Tower. Millennium Partners bills the property as "rare" and "an address like no other." And it is indeed rare and unique, but now mainly because failures of this magnitude in planning, design, development, and construction are almost unheard of in contemporary high rises.

14. Burdened with design and construction defects, and further battered by the TJPA construction activities on its land and the adjoining property, the Millennium Tower has continued its slow descent into the prehistoric clay on which it was built. Unable to initially detect the sinking and tilting on its own—and kept from the truth by the parties that did know—the HOA learned far too late of the conditions jeopardizing the Millennium Tower. Had it known sooner, the HOA could have demanded that the developer implement a retrofit, or it could have sought to halt other activities contributing to the damage, such as those of the TJPA.

15. Millennium Partners and the TJPA now each publically places unequivocal blame on the other. Regardless of who contributed most to the damage, one fact is indisputable: Both Millennium Partners and the TJPA possessed the damning data but did nothing with it. Neither tried to stem the sinking; neither sought to alert the HOA.

16. And now, in an attempt to show that adjoining construction sites are the exclusive cause of the sinking, Millennium Partners has sought an order to stop the TJPA from any final dewatering. Forced to confront its own culpability, Millennium Partners instead points the finger at others, despite sitting on the data for years and never seeking to stop the dewatering when it would have made a difference.

17. The victims of this debacle are the residents and the HOA, who placed their trust and confidence—and over half a billion dollars—in the hands of Millennium Partners. With this Complaint for strict liability, breach of warranties, fraud, and negligence, as well as violations of the California Civil Code and California Business and Professions Code, among other claims, the HOA seeks what it plainly deserves—a safe home free from continued sinking and tilting, the same home that its members though they were buying before the truth was revealed.

II. THE PROPERTY

18. The Millennium Tower development is located at 301 Mission Street in San Francisco and comprises three primary structures: a 58-story tower (the "Tower"), an adjacent 12-story building on a reinforced concrete podium that includes residences and common areas (the "Podium"), and a five-level subterranean garage (the "Garage") (collectively, the Tower, the Podium, and the Garage constitute the "Millennium Tower" or "Property"). The Millennium Tower consists of 419 separate residential condominiums and two commercial units, forming a mixed-use condominium project.

19. The underlying real property is a rectangular lot measuring approximately 183.5 feet by 275 feet, a total area of approximately 50,463 square feet. The Property is bounded by Mission Street to the northwest, Fremont Street to the southwest, and Beale Street to the northeast. The future Transit Center abuts the Property to the southeast, and the temporary and permanent easements granted to the TJPA encroach five feet onto the Property on the southeast side.

20. The Millennium Tower is more fully described in the Map entitled "Final Map 4146 A 420 Unit Residential Unit and 8 Commercial Unit Mixed Use Condominium Project" filed for record in the Official Records of the City and County of San Francisco, State of California, on May 15, 2008, in Book 105 of Condominium Maps, pages 146-147 (the "Center Map"), being Lot 19 of Assessor's Block 3719, to be developed as described on the condominium plan entitled "A Mixed Use Condominium Plan for Millennium Tower – 301 Mission Street – San Francisco, California" filed for record in the Official Records of the City and County of San Francisco, State of California, on March 13, 2009, as Document Number 2009-I732547-00 in Reel J847, Image 0102, and more particularly, contains two Commercial Components and three Residential Components.

21. Under the governing documents, and pursuant to California law, the HOA is the owner of the common areas of the Millennium Tower, including but not limited to the land, foundations, footings, beams, supports, roofs, interior and exterior load-bearing walls, Garage, basement areas, exterior building surfaces, window walls, curtain walls, glazing, electrical

rooms, sewer and drainage systems, and utility pipes and conduits. The HOA is responsible for the operation and administration of the common areas and the maintenance, repair, and replacement of all improvements within the common areas. The HOA has the sole and exclusive right to pursue claims and causes of action related to deficiencies in, and damage to, the common areas of the Millennium Tower.

III. THE PARTIES

22. Plaintiff HOA is a California nonprofit mutual benefit corporation formed and existing under the laws of the State of California and established as a common interest development, as described in California Civil Code sections 4080 and 5980, with its principal place of business within the County of San Francisco, California. The HOA represents the interests of the owners of condominium units and the sub-associations in this common-interest development.

23. By the express terms of the HOA's governing documents, and pursuant to California Civil Code section 5980, the HOA is granted the general authority and responsibility to bring this action in its own name as the real party in interest and without joining with it the members in matters pertaining to the Millennium Tower.

24. The HOA has the sole and exclusive right and duty to manage, operate, control, repair, replace, and restore the Millennium Tower, including the right to enter into contracts to accomplish its duties and obligations. It also has all the powers necessary to carry out its rights and obligations, including the right, duty, and power to contract for legal services to prosecute any action affecting the HOA when it deems such action necessary to enforce its powers, rights, and obligations, including the bringing of this action. Under California Civil Code sections 4775 and 5980, the HOA seeks recovery for damages to the Millennium Tower, including, among other things, damages to the common areas; damages to the separate interests that the HOA is obligated to maintain and repair; and damages to the separate interests within the HOA's common interest, power, and standing.

25. Defendant Mission Street Development LLC ("MSD") is a limited liability company formed and existing under the laws of the State of Delaware, and doing business in the

City and County of San Francisco, California, including the development, construction, improvement, marketing, and sale of the Millennium Tower and its units.

26. Defendant Mission Street Holdings LLC ("MSH") is a limited liability company formed and existing under the laws of the State of Delaware, and doing business in the City and County of San Francisco, California, including the development, construction, improvement, marketing, and sale of the Millennium Tower and its units.

27. Defendant Millennium Partners Management LLC ("MPM") is a limited liability company formed and existing under the laws of the State of New York, and doing business in the City and County of San Francisco, California, including the development, construction, improvement, marketing, and sale of the Millennium Tower and its units. MPM was the "Assured" for a 2007 loss occurring at the Millennium Tower in 2007. On information and belief, the HOA alleges that MPM employees were also entitled to a discounted price on Millennium Tower units by virtue of MPM's involvement and affiliation with the development.

28. Defendant Millennium Partners LLC ("MP LLC") is a limited liability company formed and existing under the laws of the State of New York, and doing business in the City and County of San Francisco, California, including the development, construction, improvement, marketing, and sale of the Millennium Tower and its units. On information and belief, the HOA alleges that MP LLC served as a Guarantor in connection with a loan provided to MSD in 2005, the purpose of which was to finance the construction of the Millennium Tower. And pursuant to the Millennium Tower Move In/Out Procedures, MP LLC is required to be listed as an additional insured on moving companies' liability insurance policies.

29. Defendant Millennium Partners I, Inc. ("MPI") is a corporation formed and existing under the laws of the State of New York, and doing business in California as New York SF Millennium Partners I, Inc., including the development, construction, improvement, marketing, and sale of the Millennium Tower and its units.

30. Collectively, MSD, MSH, MPM, MP LLC, and MPI constitute the "Millennium Defendants."

31. Defendant Christopher M. Jeffries is a Founding Partner and controlling

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October 13, 2020

VIA EMAIL vince.bertoni@lacity.org;
mindy.nguyen@lacity.org;
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President and Planning Commissioners
Los Angeles City Planning Commission
City of Los Angeles, Department of City Planning
221 North Figueroa Street
Los Angeles, CA 90012

Re: Further Comments and Objections to City Planning Commission for Hollywood Center Project; Case Nos. ENV-2018-2116-EIR, CPC-2018-2114-DB-MCUP-SPR, CPC-2018-2115-DA, and VTT-82152; SCH 2018051002; Agenda Item Nos. 7, 8, and 9

Honorable Planning Commissioners:

This firm and the undersigned represent StopTheMillenniumHollywood.com. Please keep this office on the list of interested persons to receive timely notice of all hearings, votes and determinations related to the proposed Hollywood Center Project ("Project").[1] We submit these objections to the Project and in support of our appeal of the Advisory Agency's Letter of Determination. This letter and all prior objections are filed under protest because the City has still not provided us with documents requested under the California Public Records Act. We ask that the Planning Commission carefully review these and all other objections, grant our appeal, and deny the Project's applications and its FEIR.

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1 Unless otherwise specified, "Project" refers generally to the original Project in the Draft EIR and Alternative 8.

I. THE DENSITY BONUS REQUESTS ARE UNLAWFUL.

A. The Project-Specific FAR Calculations are Not Legitimate "Concessions or Incentives" under Density Bonus Law – They Function Solely to Mislead the Public and Reduce Development Impact Fees.

Density Bonus Law allows eligible projects to request "concessions or incentives" that must "result in identifiable and actual cost reductions to provide for affordable housing costs."[2] The Project requests a concession or incentive to deviate from the LAMC definition of Floor Area to exclude covered balconies and terraces, which are otherwise included by law. This request does not meet the definition of a "concession or incentive" in Section 65915(k) because it does not even conceivably relate to "identifiable and actual cost reductions."

Rather than requesting relief from a generally-applicable zoning code requirement as contemplated in Subdivision (k), the Applicant proposes rewriting definitions so that the Project does not need relief. The definition of Floor Area in LAMC § 12.03 does not limit development. A Zoning Administrator Interpretation ("ZAI"), issued by the Chief Zoning Administrator acting under authority of Charter Section 561, does not limit development. It is conceptually incoherent to assert that changing a definition or ZAI constitutes a concession or incentive. Definitions and the ZAIs interpreting them only have any consequence when applied to a project through an intervening development standard; they fix the meaning of technical terms so that development regulations (such as FAR limits) are applied consistently and equally to all properties. Because definitions and their interpretations are not development regulations, changing the scope of a definition or ZAI cannot provide an identifiable and actual cost reduction. They are not the proper subject of modification through a concession or incentive. This is ultra vires.

B. The East Site is Not Part of a "Housing Development" and is Not Eligible for Density Bonus Incentives.

Projects must meet the qualifications of a "housing development" as defined in State Density Bonus Law to be eligible for any incentives or concessions. Government Code § 65915(i) defines a housing development as "a development project for five or more residential units, including mixed-use developments." The East Site under Alternative 8, however, has *zero residential units* and could be developed up to 20 years before ground breaks on the West Site's residential component. Furthermore, Section

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[2] Gov. Code § 65915(k).

65915(i) specifies: "For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels." (Emphasis added.)

The East and West Sites are not contiguous because they are separated by Vine Street. Moreover, although neither the Project nor Alternative 8 *utilizes* a density bonus, they must complete *calculations* for the permitted density bonus in order to determine eligibility for AB 744. In particular, to be eligible for any Off-Menu Incentive, the development must provide the required affordable housing set-aside to qualify for a 35 percent bonus, requiring 11 percent for VLI households in compliance with Government Code § 65915(f)(2). On the East Site, the lot area of 115,866 square feet would permit 580 dwelling units.[3] Providing a minimum of 11 percent of 580 dwelling units for VLI households would require the East Site to include at least 64 VLI units.[4] In addition, the AB 744 parking reductions require that development shall provide the number of affordable units sufficient to qualify for the maximum density bonus – literally requiring a calculation "for the purpose of calculating a density bonus" which must be computed on the basis of contiguous sites only. Yet the East Site provides no affordable housing, rendering it ineligible for Density Bonus incentives. Density Bonus Law requires that incentives be approved only for eligible housing developments.

By locating all affordable units on the West Site, Alternative 8 disqualifies itself from Density Bonus incentives. Density Bonus Law does not allow the City a get-out-of-jail-free card to waive all zoning regulations for office high-rise developments on non-contiguous properties, where the only connection between the sites is that one property (an office high-rise) cannibalizes the permitted density and FAR of the other (the actual "housing development"). State Density Bonus Law allows concessions or incentives only for portions of housing developments, not office high-rises appended to a housing development. Therefore, the East Site is ineligible for any density bonus incentives.

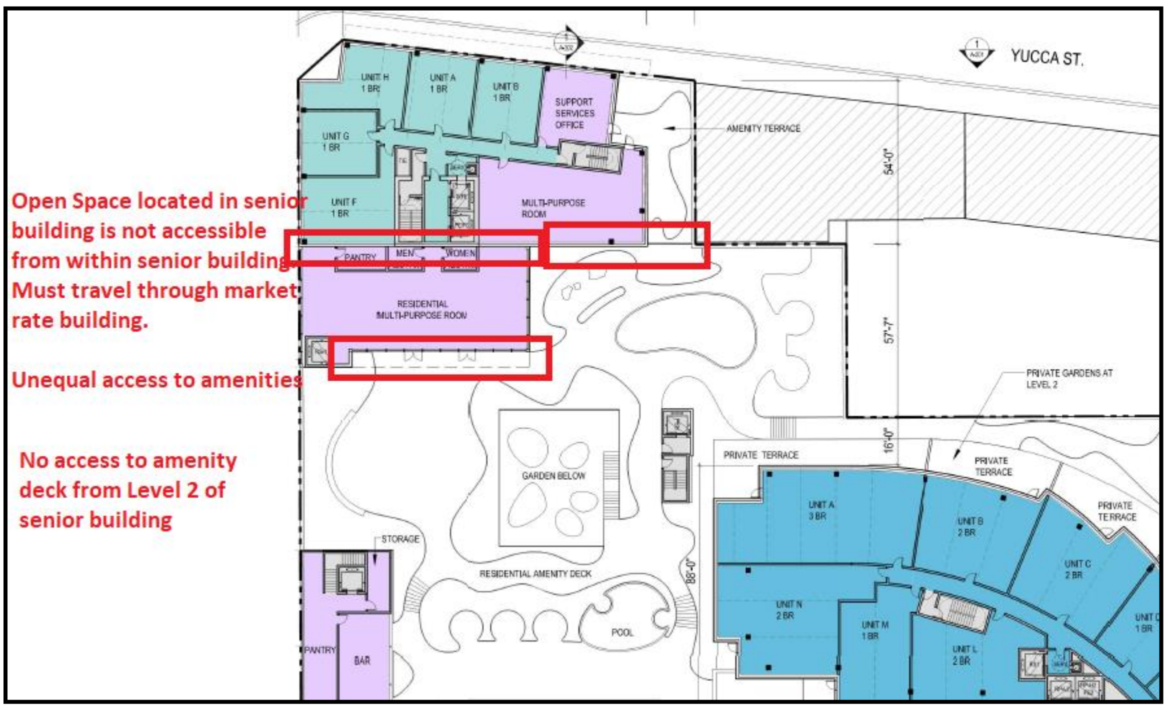
II. THE PROJECT'S SENIOR UNITS VIOLATE MANDATORY STANDARDS REGARDING AMENITIES.

LAMC § 12.22-A.25(g)(1) requires that Density Bonus projects "shall" comply with the City Planning Commission Affordable Housing Guidelines, attached in part as **Exhibit 1**, which requires a that affordable units shall be "generally comparable" to

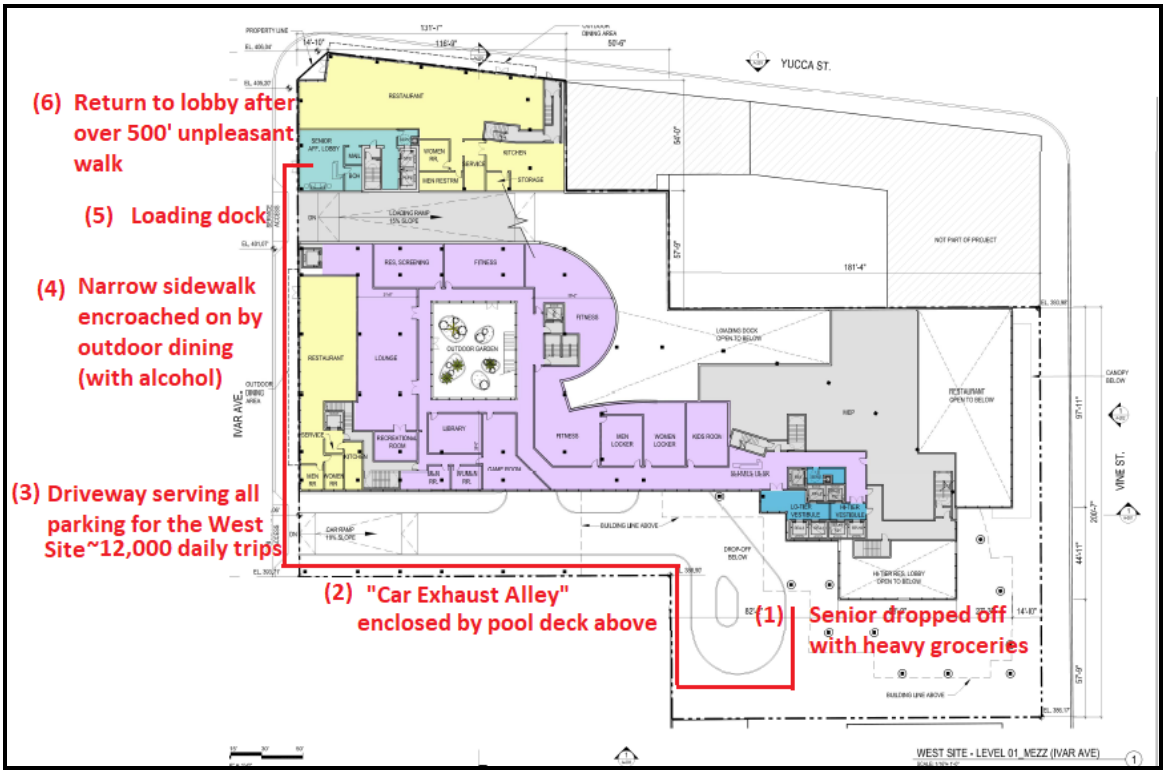
3 115,866 / 200 = 579.3, rounded up to 580.

4 580 x 0.11 = 63.8, rounded up to 64.

market units and shall provide for "equal distribution of amenities." The senior units are not comparable in amenities, nor are amenities equally distributed. Not a single senior unit has a private balcony, whereas most market rate units have spacious balconies, some as large as senior units themselves. The senior units have limited functional access to the Amenity Deck because the Level 2 multipurpose room – located within the senior building – is not accessible from within the senior building. This is a bizarre choice of site planning which reveals an unmistakable intent to discourage the seniors from using the Amenity Decks as much as possible to preserve them for affluent residents and their alcohol-consuming guests. The West Site's obstructed access between the senior building and the Amenity Deck is shown below:



For seniors to be picked up from the Project pick-up/drop-off area on either site, they would need to make an uncomfortable trip through the subterranean garage, or else make Herculean efforts to cross loading docks, congested driveways and hellish car exhaust simply to be picked up by family or friends. This path of travel is shown below:



III. THE CITY MUST DISCLOSE ALL EX PARTE COMMUNICATIONS WITH THE APPLICANT.

We believe the process has been irreparably tainted by ex parte communications with Planning Commissioners, in violation of Mayor Garcetti's Executive Directive No. 19,[5] which have not been disclosed. As shown in emails in the online administrative record, a lobbyist forwarded an email to President Samantha Millman giving a "heads up" about our client's objections to the City's deceptions. This communication was only included in the records when it was forwarded to Planning Director Vince Bertoni. The public must know on the record and prior to the Commission considering this matter

5 Issued March 9, 2017 and available at: https://www.lamayor.org/sites/g/files/wph446/f/page/file/ed19%20planning.pdf

which Commissioners, in addition to Ms. Millman, have had ex parte communications with Project principals, representatives, attorneys, consultants or lobbyists. All such Commissioners, including Ms. Millman, must recuse themselves from considering, voting on, or influencing this matter.

III. CONCLUSION.

For the reasons set forth herein, our appeal should be granted, and the Project's applications and FEIR rejected.

Very truly yours,

/s/ Robert P. Silverstein
ROBERT P. SILVERSTEIN
FOR
THE SILVERSTEIN LAW FIRM, APC

RPS:vl
Encl.

The Silverstein Law Firm
October 13, 2020
Further Comments and Objections to City Planning Commission for Hollywood Center Project; Case Nos. ENV-2018-2116-EIR, CPC-2018-2114-DB-MCUP-SPR, CPC-2018-2115-DA, and VTT-82152; SCH 2018051002

EXHIBIT 1

AFFORDABLE HOUSING INCENTIVES GUIDELINES

Implementing the State Density Bonus Law
California Government Code Section 65915

Approved by the City Planning Commission on June 9, 2005
(Supersedes all previous editions of Affordable Housing Incentives Guidelines)

City, State or Federal government, and there is no way to reasonably mitigate or avoid the adverse impact without making the project unaffordable to Moderate, Lower or Very Low Income Households.

VII. DESIGN STANDARDS FOR AFFORDABLE UNITS

Design of Affordable Units in Mixed-Income Projects

Affordable dwelling units shall be generally comparable to market rate dwelling units, including total square footage, bedroom size, closet space amenities, number of bathrooms, etc., except in the quality of interior "finish" materials (e.g., floor and wall coverings). Affordable units should be no less than 90% of the average square footage of the market rate units with the same number of bedrooms. The design of restricted dwelling units should generally reflect the average number of bedrooms per dwelling unit in the development.

Location of Affordable Units within Mixed-Income Projects

Affordable dwelling units must be reasonably interspersed among market-rate dwelling units within the same building.

Equal Distribution of Amenities

Residents of affordable dwelling units may not be charged for amenities that are provided at no cost to other residents including, but not limited to, access to recreational facilities, parking, cable TV, and interior amenities such as dishwashers and microwave ovens. Optional services provided must be optional for all residents, and available to all under the same terms and conditions. Tenants of restricted units cannot be required to purchase additional services.

VIII. AFFORDABILITY REQUIREMENTS (SEE APPENDIX FOR HOUSEHOLD INCOME, MAXIMUM RENTS AND PURCHASE PRICES)

The Los Angeles Housing Department (LAHD) establishes the affordability restrictions on household income, based upon State law. These restrictions are subject to annual review and an owner can contact LAHD directly to receive the current restrictions. The examples provided in the Appendix (Section XII of these Guidelines) are for calendar year 2005 and represent the maximum that may be charged to Moderate, Lower and Very Low Income residents. For all questions about affordability requirements, contact LAHD at (213) 806-8806.

IX. LAHD MONITORING REQUIREMENTS

All projects shall comply with the annual monitoring requirements established by LAHD by means of a Covenant and Agreement. It is the responsibility of the owner to notify LAHD of any changes in the building that may affect compliance, such as change of ownership, management agent or on-site manager, vacancies in restricted units, or changes in compliance with the Los Angeles Department of Building and Safety (LADBS) requirements.

The following are LAHD requirements (a complete list is found in the LAHD Covenant):

- LAHD reviews all initial tenants' eligibility for affordable, set-aside dwelling units prior to occupancy

ANTHONY KORNARENS
A PROFESSIONAL CORPORATION

2491 ATLANTIC AVENUE
LONG BEACH, CALIFORNIA 90806

TELEPHONE 562.426.0384
FACSIMILE 310.230.5104

October 12, 2020

VIA EMAIL
Mindy Nguyen, City Planner (**mindy.nguyen@lacity.org**)
City Planning Commission (cpc@lacity.org)
City of Los Angeles, Department of City Planning
Commission Executive Assistant
221 North Figueroa Street, Suite 1350
Los Angeles, CA 90012

Re: Submission Of Vedanta Society Of Southern California in support of
Appeal of the Vesting Tentative Tract Map No. VTT-82152
for the Hollywood Center Project; Case Nos. ENV-2018-2116-EIR, CPC-2018-2114-DB-MCUP-SPR, CPC-2018-2115-DA, and VTT-82152 ; SCH 2018051002

Dear Ms. Nguyen and City Planning Commission:

This firm and the undersigned represents Vedanta Society Of Southern California ("VSSC"), a California non-profit religious corporation.

We believe that violations of Mayor Garcetti's Executive Directive No. 19, issued March 9, 2017 [https://www.lamayor.org/sites/g/files/wph446/f/page/file/ed19%20planning.pdf], which prohibits ex parte communications with Planning Commissioners on matters coming before them, may have occurred related to the Hollywood Center project ("Project").

As shown in the attachment hereto, a lobbyist forwarded an email to President Samantha Millman giving a "heads up" about our another project opponent's objections to what appear to be the City's conduct related to actions meant to prejudice the public and favor the developer. This communication was only included in the running administrative record when it was forwarded to Planning Director Vince Bertoni. The public must know on the record and prior to the Commission considering this matter, which Commissioners, in addition to Ms. Millman, have had ex parte communications with Project principals, employees, agents, representatives, consultants, lobbyists and/or attorneys. All such Commissioners, including Ms. Millman, must recuse themselves from considering, voting on, or influencing this matter. They must also disclose whether they have, in turn, discussed the Project with other Planning Commissioners. If yes, then those additional Planning Commissioners must recuse themselves.

Please also consider this a Public Records Act request, pursuant to Govt. Code §6250 et seq., for all documents to/from/with or including any and all Project principals, employees, agents, representatives, consultants, lobbyists and/or attorneys, including but not limited to Edgar Khalatian, on the one hand, and any

Planning Commissioner(s) on the other hand, related to the Project and/or processing of the Project applications and EIR in any manner. This must include all documents and writings from all personal email, text and other messaging accounts.

Very Truly Yours,
ANTHONY KORNARENS, APC

Anthony Kornarens

cc: Vedanta Society of Southern California

From:	Luciralia Ibarra <luciralia.ibarra@lacity.org>
Sent time:	09/08/2020 10:16:46 AM
To:	Mindy Nguyen <Mindy.Nguyen@lacity.org>
Subject:	attachment
Attachments:	City of Los Angeles Mail - Fwd_ FW_ To ZOOM, Or Not To ZOOM.pdf

this was forwarded to me by Vince. Should get uploaded.
- Luci

--
*** For appointments, please contact Darlene Navarrete at (213) 847-3683 or Darlene.Navarrete@lacity.org**

LOS ANGELES
CITY PLANNING

Luciralia Ibarra
Preferred Pronouns: She/Hers/Her
Principal City Planner
Citywide - Major Projects/CEQA Policy
Los Angeles City Planning
221 N. Figueroa St., Suite 1350
Los Angeles, CA 90012
Planning4LA.org
T: (213) 847-3634

Connect Create Collaborate

Luciralia Ibarra <luciralia.ibarra@lacity.org>

Fwd: FW: To ZOOM, Or Not To ZOOM

1 message

Vince Bertoni <vince.bertoni@lacity.org> Tue, Sep 8, 2020 at 10:09 AM
To: Lisa Webber <lisa.webber@lacity.org>, Luciralia Ibarra <luciralia.ibarra@lacity.org>, Kevin Keller <kevin.keller@lacity.org>, Raoul Mendoza <raoul.mendoza@lacity.org>

LOS ANGELES CITY PLANNING

Vincent P. Bertoni, AICP
Preferred Pronouns: He, His, Him
Director of Planning
Los Angeles City Planning
200 N. Spring St., Suite 525C
Los Angeles, CA 90012
Planning4LA.org
T: (213) 978-1271 | F: (213) 978-1275
E: vince.bertoni@lacity.org

E-NEWS

---------- Forwarded message ---------
From: **Samantha Millman** <smillman@millcoinv.com>
Date: Tue, Sep 8, 2020 at 10:00 AM
Subject: FW: To ZOOM, Or Not To ZOOM
To: Vince Bertoni <vince.bertoni@lacity.org>

Just a heads up...

Begin forwarded message:

> **From:** Stop the Millennium Hollywood <info@stopthemillenniumhollywood.com>
> **Date:** September 8, 2020 at 8:42:55 AM PDT
> **To:** Brian@brianvanriper.com
> **Subject: To ZOOM, Or Not To ZOOM**
> **Reply-To:** Stop the Millennium Hollywood <info@stopthemillenniumhollywood.com>

View this email in your browser

To ZOOM, Or Not To ZOOM – It's No Longer A Question

According to City Planner Mindy Nguyen's 8/13 email to our team, "*there is no video Zoom available for public hearings at this time. Please be advised, however, that the Department* *of City Planning is transitioning to ZoomWebinar for public hearings beginning in September, which will allow the public to watch the hearings online, similar to the CPC meetings."*

As usual with the Department of City Planning, the whole story is never told.

What Mindy didn't tell us was that video Zoom was not made available to the PUBLIC. But video capability exists as seen here in these screenshots that played intermittently in the audio file of the 8/26 public hearing produced by the City. For those of you that want to see for yourself, we suggest you hurry up and download it while you can before they remove it.

In an internal email communication with City staffers posted on the running online record for the project, Mindy tells her colleagues NOT to share the video URL or password with the public as seen in the below screenshot:

Hi all,

Planning Major Projects 01 is inviting you to a scheduled Zoom meeting.
Below you will find the meeting credentials for internal staff (ex. Planners, Commissioners, or City Attorneys) to join the meeting.
DO NOT share the URL and password with the public. Only share the phone number and Meeting ID with the public (listed below the line).
Please note that there will be only one email sent per meeting.

Topic: Hollywood Center Project

Time: Aug 26, 2020 09:30 AM Pacific Time (US and Canada)

Join Zoom Meeting
https://planning-lacity-org.zoom.us/j/92485865202
Meeting ID: 924 8586 5202
Password: 217265

Please contact planning.helpdesk@lacity.org if you have questions or need assistance.

BELOW IS FOR PUBLIC

Dial by your location
+1 213 338 8477 US (Los Angeles)
+1 669 900 9128 US (San Jose)
Meeting ID: 924 8586 5202

Instructions for public access:
Public participants will dial one of the phone numbers listed above.
Public participants will be asked for a Meeting ID, enter "(Meeting ID listed above)", followed by "#" (pound sign).
Public participants will be asked to enter a participant ID, enter "#" (pound sign) to continue.
Public participants will then be joined into the meeting.

This is an absolute outrage and abuse of the process by the City!

Please help us in this fight. We cannot do it alone.

Donate

Keep sending in your comments. Keep voicing your opposition.

Sign up to receive our Newsletters here.

Please visit StoptheMillenniumHollywood.com to learn more and don't forget to circulate to your friends and neighbors.

Our mailing address is:
Stop The Millennium Hollywood
1626 N. Wilcox Ave., Suite 600
Hollywood, CA 90028

ABUNDANT HOUSING LA
HOUSING FOR ALL

October 9, 2020

Mindy Nguyen
City of Los Angeles, Department of City Planning
221 North Figueroa Street, Suite 1350
Los Angeles, CA 90012
mindy.nguyen@lacity.org

To whom it may concern,

We are writing to you in support of the proposed 1,005-unit mixed-use development, including 133 senior affordable units, at 1750 Vine St, CPC-2018-2115-DA/ENV-2018-2116-EIR. We urge the city to reject the appeals and approve the project.

The greater Los Angeles region is facing a severe housing shortage. This project will provide much needed housing. By creating new housing in this neighborhood, it will help to reduce issues of gentrification and displacement in other parts of the region. Abundant Housing LA believes that these housing challenges can only be addressed if everyone in the region does their part.

This project is in a great location for housing. The project is 1 block away from the Metro Red Line which runs between Downtown LA and North Hollywood, and multiple bus lines and DASH also stop across the street. Additionally, there are numerous schools within 1.5 miles of the project. In addition to the project's ground floor shops and restaurants, there are many nearby amenities, including restaurants, retail, theaters, and other attractions.

It is great to see the developer bringing both market rate and badly needed affordable housing to the city. Again, we encourage the city to reject the appeals and approve this project with the maximum number of residential units.

Best Regards,

Tami Kagan-Abrams

Tami Kagan-Abrams
AHLA Projects Director

Roderick Hall

Roderick Hall
AHLA Organizing Director

Mayer Brown LLP
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Partner
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F: +1 213 576 8130
EKhalatian@mayerbrown.com

October 12, 2020

BY EMAIL

City Planning Commission
City of Los Angeles
200 North Spring Street, Room 272
Los Angeles, CA 90012

Re: Hollywood Center Project - VTT-82152; CPC-2018-2114-DB-CU-MCUP-SPR; CPC-2018-2115-DA; and ENV-2018-2116-EIR

Dear Members of the City Planning Commission:

In response to the Councilman's request, and on behalf of the applicant for the aforementioned matter, we respectfully agree to continue the matter that is scheduled for the October 15, 2020 City Planning Commission hearing.

Thank you for your time, and we look forward to presenting the project to you in the near future.

Sincerely,

Edgar Khalatian
Partner

COUNCILMEMBER
MITCH O'FARRELL
LOS ANGELES CITY COUNCIL ★ 13TH DISTRICT

October 11, 2020

Ms. Samantha Millman, President
Los Angeles City Planning Commission
Los Angeles City Hall
200 N. Spring Street, 5th Floor
Los Angeles, CA 90012

Dear Commissioner Millman:

I hope this letter finds you, your family and fellow commissioners healthy and safe!

I am requesting that the City Planning Commission continue the Hollywood Center Project (CPC-2018-2114-DB-CU-MCUP-SPR / CPC-2018-2115-DA) to a date uncertain at its October 15th meeting. Additional seismic review should occur before this project advances any further in the entitlement process.

Thank you for your consideration.

With kind regards,

MITCH O'FARRELL
Councilmember, 13th District
City of Los Angeles
Los Angeles City Council

CC: Los Angeles City Planning Commission
Vince Bertoni, Director, Department of City Planning

ELKINS KALT

John M. Bowman
D: 310.746.4409
JBowman@elkinskalt.com
Ref: 12301-0003

October 12, 2020

VIA ELECTRONIC MAIL ONLY

Samantha Millman, President
and Members of the Los Angeles
City Planning Commission
City of Los Angeles
200 N. Spring St.
Los Angeles, CA 90012
E-Mail: cpc@lacity.org

Re: Hollywood Center
Case Nos. VTT-82152-1A, ENV-2018-2116-EIR,
CPC-2018-2114-DB-CU-MCUP-SPR, and CPC-2018-2115-DA
Hearing Date: October 15, 2020
Agenda Item Nos. 7, 8 and 9

Dear President Millman and Members of the City Planning Commission:

This letter is submitted on behalf of our client, Ned Pan, Inc. ("Ned Pan"), the owner of the Pantages Theater at 6233 Hollywood Boulevard and one of the six appellants in Case No. VTT-82152-1A. The purpose of this letter is to respond to the Staff Recommendation Report (the "Staff Report") and provide additional comments on the proposed Hollywood Center project (the "Project").

The Pantages Theater, which was constructed in 1929, is a designated City Historic-Cultural Monument and a contributor to the Hollywood Boulevard Commercial and Entertainment District. The Pantages Theater, which underwent a $10 million restoration and upgrade in 2000, is one of Los Angeles' leading venues for live theater.

The Pantages Theater occupies a lot that adjoins the portion of the Project site located east of Vine Street (the "East Site"). The Project, both as proposed and as recommended for approval by staff ("Alternative 8"), will have significant adverse impacts on the historic Pantages Theater that have not been adequately evaluated or mitigated.

1505912v2

I. Vibrations and Earth Movement During Project Construction Have the Potential to Damage the Historic Pantages Theater. This Potential Impact of the Project Has Not Been Adequately Mitigated.

As discussed in the Draft and Final Environmental Impact Report for the Project (together, the "EIR"), vibrations and earth movement during Project construction have the potential to cause severe structural and other damage to the Pantages Theater.[1]

According to the Staff Report, Mitigation Measure NOI-MM-4 lists six measures that would "reduce potential vibration impacts and prevent potential structural damages."[2] On the contrary, NOI-MM-4, which outlines the general contours of a vibration monitoring program to be developed in the future, is wholly inadequate as presently proposed. For example, in the event that the specified "regulatory level" of vibrations is reached (*i.e.*, the level at which building damage is likely to occur), the contractor would be required to take only "feasible" steps within an unspecified timeframe to "reduce" the vibrations to unspecified levels in order to "minimize" (not prevent) damage from construction activities. Under this language, if the contractor determines that it would be *infeasible* to take the steps that would be necessary to reduce the vibration levels, the work may continue even if the work causes damage to the Pantages Theater or other historic buildings. Incredibly, under NOI-MM-4, the contractor would not even be required to halt construction activities while the source of the vibration is being investigated and the damage is being assessed.

The Staff Report also refers to Mitigation Measure CUL-MM-2 which, like Mitigation Measure NOI-MM-4, requires the future development of a "Construction Monitoring Plan" to monitor for damage to adjacent historic resources and provides that unspecified "corrective steps" must be taken if earth movement exceeds "thresholds" that have yet to be determined. Monitoring, standing alone, does not constitute adequate mitigation. Furthermore, it is not enough to simply require that any damage be "repaired." Among other things, if vibrations during Project construction result in severe structural damage to the Pantages Theater, the necessary repairs may not be feasible. An adequate mitigation measure must insure that damage to historic resources such as the Pantages Theater does not occur in the first place. Mitigation Measures NOI-MM-4 and CUL-MM-2 fail to meet this standard.

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[1] See Draft EIR, pp. IV.I-18, IV.I-78 through IV.I-79, IV.C-65 through IV.C-66, IV.C-83, and IV.C-90, Final EIR, pp. 2-89 through 2-94 and 2-505 through 2-519.
[2] Staff Recommendation Report, p. A-37 and A-43.

Furthermore, Mitigation Measures NOI-MM-4 and CUL-MM-2 impermissibly defer the formulation of specific details of the measures to the future. The specific details of a mitigation measure may be developed after project approval only "when it is impractical or infeasible to include those details during the project's environmental review," and only if the lead agency "(1) commits itself to the mitigation, (2) adopts specific performance standards the mitigation will achieve, and (3) identifies the type(s) of potential action(s) that can feasibly achieve that performance standard and that will considered, analyzed, and potentially incorporated in the mitigation measure."[3] None of these prerequisites for permissible deferred mitigation are present here.

The EIR concludes that even with the implementation of mitigation measure NOI-MM-4 and CUL-MM-2, vibrations and earth movement during Project construction would result in "significant and unavoidable" impacts on the Pantages Theater and other nearby historic resources.[4] According to the Staff Report, the reason for this conclusion is that these mitigation measures require "the consent of the owner of the Pantages Theatre property," and not because it "does not have adequate measures." But this assertion makes no sense. If these mitigation measures were in fact "adequate," there would be no reason for the EIR to conclude that the impacts on the Pantages Theater and other nearby historic resources would still be "significant and unavoidable" after implementation of these measures.

The reason that the EIR concluded that the impacts due to vibrations and earth movement during Project construction would be significant and unavoidable is that the efficacy of Mitigation Measures NOI-MM-4 and CUL-MM-2 depend upon the consent and cooperation of Ned Pan and other owners of historic buildings in proximity to the Project site. However, even if it were true that these measures would be adequate if Ned Pan and other owners of such properties simply consent to, and cooperate in, their implementation (which Ned Pan disputes), the fact remains that Ned Pan and other owners of nearby historic properties have no duty to consent or cooperate in the woefully deficient monitoring and mitigation program outlined in Mitigation Measures NOI-MM-4 and CUL-MM-2. On the other hand, the City does have an obligation under CEQA to identify and implement feasible ways to mitigate the environmental impacts of the Project to a level of insignificance that are not dependent on the voluntary actions of neighboring property owners. Ned Pan identified many such measures in its comment letter on the Draft EIR that were either improperly rejected or ignored.[5]

---

[3] See CEQA Guidelines, § 15126.4(a)(1)(B).
[4] See Draft EIR, p. IV.C-83.
[5] See Final EIR, pp. 2-506 through 2-512, 2-538 through 2-540-, and 2-547 through 2-552.

II. Vibrations and Noise During Project Construction Will Disrupt Performances at the Pantages Theater. This Acknowledged "Annoyance" Impact Has Not Been Adequately Mitigated.

The EIR acknowledges that the "annoyance" impacts on the Pantages Theater and other sensitive receptors as a result of noise and vibrations during Project construction will be significant. For example, vibrations that will be generated during the estimated 4.5 years of Project construction will reach a level of 119 VdB at the Pantages Theatre, which is nearly double the significance threshold of 65 VdB for an FTA Category 1 building (concert halls and other critical listening spaces).

The Staff Report refers to Mitigation Measure NOI-MM-3, which was revised in the Final EIR to include the following provision:

> "The construction liaison shall coordinate with the owner/operator of the Pantages Theatre to minimize disruptions to performances during the performance times starting at 8:00 p.m., Tuesday through Saturday, and 2:00 p.m. on Saturday afternoon from Project construction noise and vibration near the Pantages Theatre."

The Staff Report claims that this measure would "reduce" the human annoyance impacts on the Pantages Theatre, but acknowledges that the impacts "would still be potentially significant and unavoidable."[6]

It is highly doubtful that the vague requirement to "coordinate" with the owner/operator of the Pantages Theater in an effort to "minimize disruptions" to performances would actually "reduce" the human annoyance impacts on the Pantages Theater in any way. More importantly, the Staff Report and the EIR fail to consider a feasible measure that would completely eliminate this potentially impact. Specifically, according to the EIR, construction of the Project would occur between the hours of 7:00 a.m. and 3:00 p.m.[7] If this is true, then Project construction would not interfere with any of the evening performances at the Pantages Theater. The problem, however, is that the proposed construction hours (7:00 a.m. to 3:00 p.m.) have not been memorialized in any mitigation measure or proposed condition of approval. Thus, under the City's noise ordinance, construction would be allowed to occur as late as 9:00 p.m., which would disrupt evening performance at the Pantages Theater.[8] Therefore, if the City Planning Commission ("Planning

[6] See Staff Report, p. A-39.
[7] See Draft EIR, pp. II-70.
[8] See LAMC § 41.40.

Commission") decides to approve the Project, the Planning Commission can and should close this loophole by imposing a condition of approval requiring that all construction on the Project site cease no later than 7:00 p.m. (one hour prior to the start of evening performance at the Pantages Theater).

Furthermore, for the reasons noted above, Mitigation Measure NOI-MM-3 would not avoid (and may not even reduce) the potential for disruption of the regular Saturday matinee performances at the Pantages Theater, which begin at 2:00 p.m. Therefore, the Planning Commission should also require, as a condition of approval or mitigation measure, that all construction activity (or at least those activities that have any potential to generate noise or vibration impacts beyond the boundaries of the Project site) cease by no later than 1:00 p.m. on Saturdays. Because there is no evidence in the record to support a finding that this proposed measure would be infeasible, CEQA requires that it be implemented.[9]

III. <u>The Project Will Interfere With the Pantages Theater's Longstanding Use of the Public Alley for Loading Purposes and Will Adversely Affect Traffic Conditions on Argyle Avenue, Which is Already Experiencing Gridlock Conditions in the Afternoon Peak Hours. Potentially Feasible Measures Proposed by the Pantages Theater to Avoid or Reduce These Impacts Have Been Improperly Rejected or Ignored.</u>

As recommended for approval in the Staff Report, the Project would have various impacts on the Pantages Theater and the general public related to traffic, circulation, and pedestrian safety that have not been adequately addressed. These traffic-related issues, all of which are interconnected, are briefly summarized below.

- The Project proposes to "merge" (vacate) a portion of the public alley that runs along the north side of the Pantages Theater, and to construct loading facilities for the Project directly opposite the loading doors for the Pantages Theater building and also at the westerly terminus of the public alley.[10] The Pantages Theater depends on the ability to use this public alley, particularly during load-ins and load-outs of shows. As currently designed, the loading areas for the Project would directly conflict with the Pantages Theater's operations and are completely unworkable.

[9] See State CEQA Guidelines, §§ 15021(a), 15092(b)(2), 15002(a)(3) and 15002(h).
[10] See the East Site Ground Floor Site Plan (Drawing L-103), which can be found on pdf page 216 of the Staff Recommendation Report in Case No. CPC-2018-2114-DB-CU-MCUP-SPR.

- As recommend for approval in the Staff Report, the portion of the Project that would be developed on the East Site (the "East Site Project") would be developed with 385,943 sq. ft. of office use, 14,806 sq. ft. of retail and restaurant uses, and a seven-level subterranean parking structure containing 1,103 parking spaces. The East Site Project will add 2,728 vehicular trips each day (903 of which would occur during the p.m. peak hour) to the short segment of Argyle Avenue from Hollywood Boulevard to the 101 Freeway, which is already heavily congested during much of the day and is often gridlocked in the late afternoon and early evening. The Project, together with related projects such as the proposed mixed-use development project proposed for the southeast corner of Yucca Street and Argyle Avenue (CPC-2014-4705-ZC-HD-DB-MCUP-CU-SPR), will result in significant direct and cumulative effects on traffic circulation in the area (and on the operations of the Pantages Theater) that have not been addressed.

- The proposed loading areas for the Project will accommodate only smaller trucks that do not exceed 30 feet in length. However, the office, retail, and restaurant uses proposed for the East Site will undoubtedly require deliveries by larger trucks (up to 53 feet in length) on a regular (if not daily) basis. Each of these trucks will be required to back out of the public alley, which will further impede the flow of traffic on Argyle Avenue.

- As presently designed, all of the 1,103 subterranean parking spaces proposed for the East Site Project would be accessed by a single driveway on Argyle Avenue that would be located less than 30 feet north of the existing public alley. In addition, in order to accommodate the 2,728 vehicular trips that will use this driveway each day, the Project proposes to install a full mid-block traffic signal and a pedestrian cross-walk across Argyle Avenue adjacent to the Project driveway. Due to the proximity of the proposed driveway to the public alley, larger trucks (including trucks associated with the East Site Project and those used for the load-in and load-out of shows at the Pantages Theater) would have to cross this proposed signalized intersection and the crosswalk while entering and backing out of the public alley. Furthermore, the Project will undoubtedly be required to reconfigure the existing lane markings on Argyle Avenue, including the installation of dedicated turn lanes into the Project. Although the plans for such lane reconfiguration have yet to be released to the public, it is entirely possible that the trucks entering or backing out of the public alley will need to cross into the future dedicated turn lanes against the flow of traffic. The obvious operational and safety issues associated with the proposed location and configuration of the proposed driveway and the pedestrian crossing have not been evaluated or addressed.

- The proposed pedestrian crosswalk across Argyle Avenue does not align with the proposed pedestrian paseo through the East Site. Rather, in an apparent attempt to justify the Applicant's plan to construct a full traffic signal at a mid-block location for the Project's poorly-located driveway, the pedestrian crossing is proposed to be installed immediately adjacent to the Project's driveway on Argyle Avenue. The resulting "offset" between the proposed paseo and the pedestrian crossing is awkward and is counterproductive to the goal of fostering pedestrian mobility and safety.

- The East Site Project would provide 1,103 parking spaces, whereas the code-required minimum parking for the East Site Project is approximately 802 spaces (400,749 sq. ft. of floor area divided by 500). The proposal to provide approximately 300 more parking spaces than required by code conflicts with numerous City policies intended to discourage the use of automobiles within transit oriented districts, and is inconsistent with the Project's stated objective of "maximizing infill development within an existing Regional Center near jobs, retail, and entertainment in proximity to transit and transportation infrastructure that encourages pedestrian activity."[11]

In light of these interconnected traffic, circulation, and public safety issues, Ned Pan has proposed several potentially feasible modifications to the design of the Project that would mitigate or avoid the potential traffic-related impacts of the Project. These modifications include the following:

- Add a second driveway entrance to the East Site's proposed subterranean parking structure on Yucca Street in order to better disperse the 2,728 trips that the East Site Project will generate each day, thereby reducing impacts on Argyle Avenue and minimizing the operational and safety issues presented by the proposed single driveway on Argyle Avenue and the associated crosswalk across Argyle Avenue. This segment of Yucca Street is a local street (like Argyle Avenue), and a driveway on Yucca Street would not impact the Hollywood Walk of Fame. Neither City staff

[11] Draft EIR, p. II-13.

nor the Applicant have yet to demonstrate that the installation of a second driveway on Yucca Street would be infeasible.

- Shift the proposed driveway on Argyle Avenue approximately 40 feet to the north, which would avoid or minimize conflicts with trucks backing out of the public alley and would better align the pedestrian crosswalk with the proposed paseo through the East Site.

- Reconfigure the proposed loading areas for the East Site Project to better accommodate larger trucks and allow for smaller trucks to turn around without the need to back out onto Argyle Avenue when large trucks are using the alley for the load-in or load-out of shows at the Pantages Theater. Consideration should also be given to either moving the proposed loading areas to a location where they could be accessed from Yucca Street or providing additional loading facilities that would be accessed from Yucca Street.

IV. Project Alternative 8.

All of the issues discussed in Sections I, II, and III above apply to both the Project as proposed by the Applicant (the "Original Project") and the Project as recommended for approval in the Staff Report ("Alternative 8"). That said, it should be noted that Alternative 8 would have even greater impacts on area traffic conditions and on the operations of the Pantages Theater than the Original Project. Among other things:

- On an average daily basis, Alternative 8 would generate substantially more vehicular trips than the Original Project, which would exacerbate the issues discussed in Section III above, including operational uses involving the use of the public alley and Argyle Avenue.

- Alternative 8 would provide 419 more parking spaces on the East Site than the Original Project (1,103 vs. 684), all of which would be accessed by the proposed single driveway on Argyle Avenue.

- Under Alternative 8, the proposed driveway on Argyle Avenue would be located approximately 5 to 10 feet closer to the public alley as compared to the driveway shown in the plans for the Original Project (which itself was too close to the public alley). In addition, upon entering the parking entrance from the street (and upon approaching driveway exit from within the parking structure), drivers would need to navigate a sharp, sloping curve, which impairs visibility and is inherently less safe.

- Alternative 8 would provide an additional loading area at the western terminus of the public alley, which would effectively preclude the use of the public alley by the Pantages Theater for the load-in or load-out of shows.

Furthermore, we submit that Alternative 8 cannot be lawfully approved by the Planning Commission during its meeting on October 15, 2020, for several reasons. First, Alternative 8 requires at least one discretionary approval that was not required for the Original Project, namely, a Conditional Use Permit for a Major Development Project (for the construction of 100,000 square feet or more of nonresidential floor area) pursuant to LAMC Section 12.24 U.14. Although the Staff Report recommends approval of such a conditional use permit, to our knowledge, the Applicant has not applied for such an approval. Because no application has been filed for a "Major Development Project" conditional use permit, the Planning Commission has no authority to grant such a conditional use permit.[12]

Second, the Staff Report recommends that the Planning Commission grant a waiver of development standards pursuant to Government Code section 65915(e) to allow for a 7.1 floor area ratio ("FAR") across the entire Project site. However, this provision of State Density Bonus Law allows for such waivers only in cases where the development standard in question would have the effect of physically precluding the construction of a *housing* development project that includes the requisite number of affordable housing units. Such a waiver cannot be lawfully granted for Alternative 8 because the East Site would be developed entirely with *nonresidential* uses at an FAR in excess of that permitted by the applicable zoning regulations. Consequently, Alternative 8 would require a height district change (rather than a waiver of development standards) to allow for the approximately 4.3 FAR of *nonresidential* floor area proposed for the *East Site*.

Third, approval of Alternative 8 on October 15, 2020 would arguably deprive the public of its right to procedural due process. Specifically, the staff's abrupt shift away from the Original Project to Alternative 8 occurred after the noticed public hearing in this matter on August 26, 2020. Moreover, in its appeal, the Applicant is asking the Planning Commission to reject the staff's recommendation to approve Alternative 8 and to approve the Original Project instead. As a result, Ned Pan and other members of the public have been placed in the difficult position of having to review and comment on two very different "projects" within an unreasonably short amount of time. Moreover, staff's eleventh-hour decision to "elevate" Alternative 8 to the same status as the

[12] See LAMC §§ 12.24.B and 12.24.D.

Original Project draws into question the legal adequacy of the description of the Project in the EIR.[13]

V. Conclusion.

For all of the reasons set forth in this letter, we urge the Planning Commission to disapprove the Project (both the Original Project and Alternative 8) and refrain from certifying the EIR unless and until it is revised to conform with the requirements of CEQA and recirculated for public comment.

Thank you for your consideration.

Very truly yours,

JOHN M. BOWMAN
Elkins Kalt Weintraub Reuben Gartside LLP

JMB:jmb

Attachments

cc: Council Member Mitch O'Farrell
Craig Bullock, C.D. 13 (via email)
Mindy Nguyen, City Planner (via email)

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[13] See *County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185,197-98 ("incessant shifts" among different project descriptions "vitiate[d] the City's EIR process as a vehicle for intelligent public participation," because "[a] curtailed, enigmatic or unstable project description draws a red herring across the path of public input."). See also *Stopthemillenniumhollywood.com v. City of Los Angeles*, 39 Cal.App.5th 1 (2019).

TO: The Department of City Planning
Mindy Nguyen, City Planner

October 12, 2020

CC via email: Mitch.OFarrell@lacity.org, David.Ryu@lacity.org, Vince.Bertoni@lacity.org, cpc@lacity.org

RE: Millennium Hollywood Center's Illegal Proposal

Case #'s: VTT-82152 I CPC-2018-2114-DB-CU-MCUP-SPR I CPC-2018-2115-DA
CEQA: ENV-2018-2116-EIR

- It's become difficult to spend any of my time writing or speaking to the Department of City Planning ("DCP") (or any other City department for that matter). I get more acknowledgement of my words from my cat. Us non-lobbying folk who only pay for City salaries, vote for local representation and put money in your pockets by calling it "paying taxes", have some nerve asking you to follow the laws, don't we.
Here, the New York developers known as Millennium are back attempting a second bite at the apple in trying to invade Hollywood. There is a grain of comfort in knowing how quickly this will end up back in the courts to be shut down again, as it was the first time. Pushing this project through, shoving it down the publics throat during a pandemic the way the City has, only gets us there faster.

The Department of City Planning has thus far ignored the publics demand to extend the comment period during a pandemic where many members of the public are <u>without</u> computers or are <u>without</u> any means to view a **13,000 + page** DEIR. The City has interfered with individuals rights to view public record documents. The DCP has tampered with the public record and now; they have held a public hearing to *allegedly* hear and consider "comments on the Final EIR", failing to consider that <u>the Final EIR had NOT YET BEEN PUBLISHED</u>. The mere publication of the Notice Of Hearing only serves as even more evidence that public comment is simply a legal hoop you are forced to tolerate to make this process *appear* fair. Asking constituents to weigh in on a Final EIR that had not yet been made public further implies what everyone knows - that this project is already bought and paid for. As seen in the DCP's recent certification of the EIR on 9/13, the City has certified the Final EIR **<u>without holding a public hearing on its contents</u>**. How does that sit with the CPC? This is only one example of the blatant disregard the DCP continues to demonstrate in real time. Right now. In this moment. You have insulted the citizens in this city by pushing and pushing this illegal proposal, during the pandemic, where limitations prevented the public from accessing the DRAFT EIR, shortly followed by <u>no opportunity</u> to review and comment on the EIR you hadn't even released before holding a telephonic only hearing. Pointing these self-evident facts out is a waste of everyones time; but it's exactly what the DCP forces the citizens to do.

The egregious decisions this department has made in regards to this illegal project are somewhat not surprising. However, what many can't wrap their heads around is just how low the City has gone this time, by choosing to risk <u>so many lives</u> without a care in the world. This is what is so nauseating. **Corruption is at a new level when it's players don't even realize what they are doing is so corrupt.**

What the Department of City Planning is doing, and how you are doing it is criminal. What do I mean by this?

THE ACTIVE HOLLYWOOD FAULT

1. It is ILLEGAL and against the law to put human lives at risk by approving habitable buildings on top of an active earthquake fault. You ignore* ignore* ignore* ignore* and ignore* all of this evidence. The DCP has chosen project approval over compliance and safety. You have gone even further by allowing the applicant to slander the government agencies who have done nothing but their jobs. But Millennium are such bullies and only know how to further their interests by railroading others. The only way they know how to get what they want is by cheating and by paying for it. Please see the video linked below of the July 24, 2013 City Council hearing and include the video in it's entirety in the administrative record:

https://lacity.granicus.com/MediaPlayer.php?view_id=129&clip_id=12019

Your own Chief of the Grading Division, Dana Prevost himself says: ***"In the City of LA we've actually long recognized that the Hollywood fault and that it's considered an active fault."*** (01:58:56)

Millennium's OWN CONSULTANTS submitted a fault investigation they submitted to Prevost and his department and based on that report, the City issued an approval letter. (01:59:00)

Shortly thereafter, Prevost claims received a call from USC expressing concerns over the report. As did CGS. Prevost asked Millennium to address the concerns. It is not clear what those "concerns were" or how they were addressed. Every time it gets down to asking to see the factual data about the site related to the fault lines - transparency is absent. Both by Millennium AND by the City. Every time you do this it raises another gigantic bright red neon flag for the public to question. The fact remains: The City's own departments have acknowledged this project has active fault lines running through it in more places than one.

In the above mentioned video, Prevost says he had been talking to the state for years trying to get this area included in the zone; which it now is (02:01:40). He goes on to inform us CGS will be doing a study to investigate the active activity levels of the fault further and to establish boundaries for the zone (02:02:15). That was in 2013. Despite the evidence that came back after those investigations proving more than one active fault line running through the illegal project's site, Millennium's arrogant assumption that their second attempt at building this time bomb will succeed this time around; ignoring even more evidence then there was the first time - is staggering.

2. In 2014 the California Geological Survey released its final Evaluation Report (FER) where it confirmed (even after previously confirming), but it once again informed your department of the active fault**s** found. The CGS report informed you that they had received no additional data from the developers. The CGS report informed you the geological testing that was done by the developers was NOT DONE PROPERLY, OR IN THE CORRECT LOCATIONS. Millennium is WELL AWARE of the active fault lines that cross their project site. Why do you think they stayed away from trenching those areas? DOES THE DEPARTMENT OF CITY PLANNING BELIEVE THEY ARE GOING TO INTENTIONALLY TRENCH IN THOSE AREAS THAT WOULD EXPOSE THE FAULT LINES?
THIS IS WHY WE HAVE THIRD PARTY STATE DEPARTMENT GEOLOGICAL EXPERTS WHO HAVE NO INTEREST IN WHICH WAY THIS PROJECT GOES. It is incredibly telling of your department when it instructs the developer to hire ITS OWN CONSULTANTS or to rely on the City's OWN CONSULTANTS rather than experts *outside* of the project. This is called being objective. The data is what it is. Ignoring it is not going to change it. In a sane, ethical department, this proposal would have been done with a long time ago when the department first learned it was not safe or suitable. Instead, look at how much time all of us are forced to spend in attempts at suggesting you follow the laws. Rather than follow them, it costs you even more by ignoring them.

Or does it even out? We noticed some requests for "overtime" in this case when your department sent an invoice to Jeremy Chan; Raymond Chan's son who works for Millennium's lawyers. The lawyers representing them in this case. You guys remember Raymond Chan right?
The fault studies you rely on are listed on page 45 of chapter 2 of the FEIR. You rely on the developers consultants despite said reports proving to be insufficient as we have seen multiple times as stated by CGS. Delta chose to use methods of trenching that resulted in ambiguous interpretations that geologists cannot rely on. Not to mention the third party study you OMITTED from the FEIR. Your department omitting important data that was discovered by third party geologists is inexcusable. Speaking of objective experts, **please see Geologist Robert Hadley Sydney's** 9/1/2020 letter to the DCP.

THE ACTIVE FBI INVESTIGATION IN CITY DEPARTMENTS & OFFICIALS

1. Two Councilmembers who were on the PLUM Committee during this projects first approval process are currently being indicted by the FBI. The public continues to apply pressure on the FBI to further pursue their investigations of the rest of our elected officials, the DCP the city attorneys office. Members of the public have also requested members of the Mayor appointed Commissions be investigated for obvious reasons. It is consistent with the DCP's course of conduct to think it's reasonable to push this illegal project through knowing bribery, racketeering, fraud and money laundering charges are being pursued against the councilmembers who said yes round 1.
It truly baffles the mind for one to try and understand how undisguised the DCP has been about forcing this project through at the time of a pandemic, at the time of FBI investigations; and when in receipt of SO MUCH DAMNING INFORMATION about how these applicants conduct business and how scandalous and toxic to our communities they are. That the City would welcome them into our neighborhoods is <u>truly</u> what disgusts the most.

ALTERNATIVE 8 WAS NOT THE PROJECT ANALYZED IN THE DEIR

1. The Commission must be made aware how Alternative 8 was **NOT analyzed**. This is once again, Millennium doing what they do by attempting to slide in details no one ever had the opportunity to properly review. There is no evidence that Alternative 8 meets the needs of the neighborhood or the City, or proof that it complies with local and state laws that would warrant approval of the unsafe, illegal and destruction that this proposal promises to deliver. This Commission would be approving what was disguised and presented to the public very differently.

WHAT COMMUNITY PLAN IS THE HCP ALLEGING TO FOLLOW?

1. After the CIty was sued in 2012 and a Judge threw out the City's illegal Hollywood Community Plan, the City was forced to revert to the 1988 Hollywood Community Plan. The plan on which Millennium currently relies. It is unknown how or where specifically the Hollywood Center Project complies with the 1988 Hollywood Community Plan. Whereas one of the "OBJECTIVES OF THE PLAN" is to: "*perpetuate its image as the international center of the motion picture industry.*" Whereas another objective is to: "*Provide a standard of land use intensity and population density which will be compatible with street capacity, public service facilities and utilities, and topography and in coordination with development in the remainder of the City."*

One of the Hollywood Community Plan's "POLICIES":

> *"encourages the preservation of lower density residential areas, and the conservation of open space lands."*

There is no evidence of how or where this project has considered this.

One of the Hollywood Community Plan's "Standards and Criteria" says:

> *No increase in density shall be effected by zone change or subdivision unless it is determined that the local streets, Boulevards and Avenues, freeways, and public transportation available in the area of the property involved, are adequate to serve the traffic generated."*

There is no evidence of how or where this project has considered this.

One of the "PURPOSES" of the Hollywood Community Plan is: *"To promote economic well being and public convenience through: "Encouraging the revitalization of the motion picture industry."* You are changing the zoning to accommodate this one single project rather than denying it because it does not conform to the local plan and state laws. This is called spot-zoning and it is ILLEGAL. No one has identified where or how the illegal proposal before you is consistent with the Community Plan.

COMPLIANCE AND RESPECT FOR CULTURAL TRIBAL RESOURCES

1. You ignore the evidence the Tribes have submitted to you (see June 1, 2020 email from attorney Kara Grant) You were informed by The Gabrieleno Band of Mission Indians that the illegal proposal is located within a sensitive area and may cause a substantial adverse change in the significance of tribal cultural resources

You also disregarded the law when permitting Millennium to conduct massive ground disturbance on the project site grounds with no consideration for Tribal Cultural Resources, in violation of CEQA. This is ILLEGAL. It is also disgusting. Yet the DCP regards them by project approval.

TRAFFIC, INFRASTRUCTURE + HISTORICAL RESOURCES, ETC

1. You falsely conclude this project has "no substantial impact" on traffic. You ignore and ignore the evidence that exists that have proven this proposal only increases congestion problems and increases the release of toxic chemicals into the air. There is not enough time in the day to how you have taken the word "ignore" to a new level.

2. You have accepted traffic data conducted by and assembled by consultants hired by the developer. Expecting this data to be objective and unbiased is about as reasonable as expecting the City Council to not vote unanimously; about a 99.9% of a chance.

3. You falsely conclude the infrastructure in the City can sustain this monstrous project, while the City simultaneously receives phone calls and letters from citizens about **broken sewer lines** and **sparking power lines**. City departments have failed here. Instead of addressing and attempting to solve the existing infrastructure emergencies, your department chooses to add even more; **to satisfy our elected officials insatiable hunger for greed.**

4. The Geological report submitted by the applicants is (and as to be expected) severely prejudiced. Millennium's report was done by consultants hired by the developer. It does not behoove the consulting company to go against what Millennium has hired them to do. This is not rocket science. The City is working so hard to dispute the facts presented by the neutral parties who have weighed in, such as CGS. What does the City do when it runs into a department who has not yet been put up for sale? We will have to wait and see.

5. The transportation section of the EIR is severely prejudiced. It is not an accurate representation of day to day life in the affected area. This delusion the City has about building monstrosities close to transit with the idea residents will give up their cars has proven over and over and over and over

again, to not work. More evidence in the numbers you ignore, ignore, ignore. Why then demand these new construction buildings provide so many parking spaces? If you are so certain the rich upper class will relinquish their vehicles to ride Metro, why demand parking spaces at all? The even bigger ignored fact here, is the data showing how Metro riders are low / poor class. Data continues to show the decline in people using metro. But you just set aside these and the other facts as if they don't even exist. NEWSFLASH: The pushing out of existing residents causes homelessness. The homeless are sleeping in the metro trains (the same metro trains you are so convinced the upper class will gladly take in lieu of their Lexus').

6. The City falsely concludes the construction of 2 skyscrapers in the center of Hollywood has "no impact" on historical resources, or will otherwise have no negative impact on the neighbors or their views. You ignore, ignore, ignore ALL of the evidence in the form of phone calls and letters submitted, that demonstrate otherwise. **Coming from the residents mouths themselves IS the evidence**. How many ways are there to say "BLATANT DISREGARD".
Hollywood IS the historical resource being impacted - severely. Building skyscrapers in Hollywood; where NO SKYSCRAPERS EXIST BY DEFAULT, CHANGES ITS IDENTITY.

MILLENNIUM DOES NOT HAVE PERMISSION OR AUTHORITY TO ASSIGN A NEW IDENTITY TO HOLLYWOOD

DEPARTMENT OF CITY PLANNING'S TAMPERING WITH THE PUBLIC RECORD

1. THE DCP has ILLEGALLY & repeatedly tampered with / altered the administrative record documents in this case - which is ILLEGAL. The DCP has removed public comment letters and communications from public access, in violation of Chapter 4 of the California Penal Code. This alone requires authorities to get creative with how to prosecute you personally and individually. The immunity City employees are given continues to contribute to the disregard when your department gets sued. It is you who is making these calls and you who should be held accountable in addition to your employer.

2. This Commission's responsibility includes giving advice and making recommendations to our elected officials as well as the director of planning with respect to City planning and related activities and legislation. The CPC must take a very close look at how the Department of City Planning has managed this case and the commitment its made to pushing it as hard and as fast down the throats of the public as it can. Never stopping or slowing down enough to even read the laws. More law suits mean more of the tax-payers money is wasted away only because the City departments repeatedly choose what they believe will be profit, over us. The $2.5 million dollars in sanctions a Judge recently ordered the City to pay in a case where the City failed to comply with discovery is a perfect example. Lawsuits are prevented when our laws our followed. This Commission is either going to be lock step with the other city departments contributing to the problems related to the corruption associated with this case, or it's going to be part of the solution by demanding transparency & not tolerating any of the shell games played by Millennium and enabled by the City.

LADBS ENGINEERING GEOLOGIST II DANIEL SCHNEIDEREIT'S AUGUST 2020 LETTER

1. Although the letter itself is dated August 7, 2020, the DCP received an email from Schneidereit on August 18, 2020 stating: **"As part of the review, the Department of Building and Safety will ensure there will be transparency with the CGS, by requesting the CGS geologists to observe the trench and verify the exploration results."**

The DCP has managed to manipulate this requirement in the FEIR where on page 55 of chapter 2 you write:

> "LADBS' reviewing geologist, California Geological Survey (CGS) geologists, and other paleoseismic experts **shall be invited to observe the trench after the trench has been secured**; shored or benched; cleaned, and a string line or grid reference system is in place. Once the field exploration and geologic analysis are completed, the project engineering geologist shall prepare a Surface Fault Rupture Hazard Investigation Report to the satisfaction of LADBS, and submit the Report to the City."

THE ABOVE is MOST CONCERNING and COMPLETELY DEFEATS THE ENTIRE PURPOSE OF THE INTENTION.

PERFORMING THIS TRENCH AS DESCRIBED IS NOT TRANSPARENT.

The entire purpose of having third parties present is to allow a full and open investigation so THERE IS NOTHING TO HIDE. **YOUR DEPARTMENT INSISTING ON ALLOWING MILLENNIUM TO ONCE AGAIN PERFORM THEIR OWN TRENCHING WITH NO OVERSIGHT FROM NEUTRAL PARTIES IS ANOTHER INDICATION YOU ARE FULLY AWARE OF THE PROBLEMS AND ARE DOING EVERYTHING YOU CAN TO KEEP THEM COVERED.** It is truly a disgust and takes the cake by serving as the absolute lowest of the low the DCP can go.

THIS IS WHO YOU ARE WELCOMING INTO OUR NEIGHBORHOODS:

1. Attached herein to my letter are 3 PDF's:

I. A copy of the 2017 complaint brought against Millennium by a Homeowners Association in San Francisco for: 1) VIOLATION OF CAL. CIV. CODE § 895 ET SEQ.; 2) NEGLIGENCE; 3) BREACH OF EXPRESS WARRANTIES; 4) BREACH OF IMPLIED WARRANTIES; 5) STRICT LIABILITY; 6) NEGLIGENT MISREPRESENTATION; 7) FRAUDULENT MISREPRESENTATION; 8) FRAUDULENT CONCEALMENT; 9) BREACH OF FIDUCIARY DUTY; 10) VIOLATION OF CAL. BUS. & PROF. CODE§ 17200 ET SEQ.; 11) INVERSE CONDEMNATION; 12) TRESPASS; 13) NUISANCE; AND 14) VIOLATION OF CAL. CIV. CODE § 832.

II. A cover page to a book called "Cities Are For People" available at the web link. A good read for the Department of City Planning. Note its title. The weblink includes the entire document consisting of 122 pages. All must be included in the record for this case.

III. A Settlement Agreement Agreement between the City of New York and Millennium closing a matter involving Millennium's failure to comply with the Lobbying Act.
The complaint indicates **Millennium generated more than $750 million dollars in sales of luxury units in the sinking Millennium towers**. Millennium made these profits by **deceiving members of the public**, **withholding documentation and information and looked the other way as the building was further besieged by other construction defects and negligent construction practices.** What does the Commission think - best neighbors ever?

The DCP has once again chosen profit over people but this time - you have gone too far and risked too much that isn't yours to put at risk.

THE PUBLIC / THE VOTING PEOPLE / THE TAX-PAYING RESIDENTS

1. You hold these public hearings because you are **required to make the process *appear fair***. However; **our questions do not get answered**. **Our documents and evidence do not get looked at.** You allow us our single minute or two to speak on a project that forever erases Hollywood and everything everyone worked so hard on well before you.
This may come as a surprise to you - but there were people who had your jobs before you. Planners who DID follow the rules. Planners who DID work hands on with the citizens who are the ones occupying the neighborhoods. **You have managed to undo decades and decades of hard work by the people that came before you. And you are doing so in a matter of months.** The current employees of the Department of City Planning are going down in the history books as the ones who took the city of Los Angeles down, taking as many down with you as you could.

You are going to thank me for my comments and let me know they have been included in the administrative record and they will never be seen, or read or considered; which is the part of the job that seems to be incredibly ~~difficult~~ impossible for you.

SO - The question remains Commissioners:

Is the CPC going to review the several thousand pages of documents in this case by the time of the hearing on 10/15 that prove fraud, blatant lies, false data, proven omitted data, faulty reports, hundreds of letters of opposition with supporting evidence by the constituents, data provided by neutral experts and more. . .

OR:

Will the CPC rubber-stamp what would be Hollywood's largest proposal filed by out of state applicants, known for corruption, dangerous building practices, lobbying OUR elected City officials, and profiteering as they try to buy their way into our City - which is not for sale.

☞ NOTE: The CPC office has refused to distribute my letter in its entirety to you, claiming it exceeds the secondary submission guideline. This is a false allegation whereas, the City did not post the Agenda to the 10/15 hearing until October 8, 2020, which was a Thursday. The submisison guidelines are listed on the Agenda. The public had no way of knowing: *"Initial Submissions, not limited as to volume, must be received by the Commission Executive Assistant no later than by 4:00 p.m. on the Monday prior to the week of the Commission meeting."* Therefore, the exhibits mentioned in my letter will be sent 10 pages at a time by other members of the public. Thank you for your understanding.

Sincerely,

**ignore: verb*
refuse to take notice of or acknowledge; disregard intentionally : he ignored her outraged question. See note at neglect .
• fail to consider (something significant) : direct satellite broadcasting ignores national boundaries.
• Law (of a grand jury) reject (an indictment) as groundless.

DAY OF HEARING SUBMISSIONS

Planning CPC <cpc@lacity.org>

The Milennium/Hollywood Center

Kent Beyda <jazzfan5@att.net> Wed, Oct 14, 2020 at 8:32 PM
To: cpc@lacity.org

Please do not allow the Hollywood Center towers to be built. They are way out of scale for Hollywood, and will lead to further skyscrapers in an area that doesn't need or want them.

Kent Beyda

Connect Create Collaborate

Planning CPC <cpc@lacity.org>

Hollywood Center support letter

Maria Balbontin <mariajose@newmode.net> Tue, Oct 13, 2020 at 4:47 PM
To: cpc@lacity.org

Dear City Planning Commission

CC: Mindy Nguyen, Craig Bullock

I am writing today to support the proposed Hollywood Center project. After reviewing the proposal and its Draft Environmental Impact Report, I'm convinced that this project will address the needs of Los Angeles all while minimizing impacts and providing a beautiful, architecturally significant centerpiece for the Hollywood community.

Most importantly, this project is providing a game-changing amount of both market-rate and rent-restricted affordable housing for our community. Los Angeles has proven itself a world-class city time and again, and more people will continue to want to call Los Angeles home. The best way to address the persistent housing shortage that afflicts not just the Los Angeles region, but the entire state of California is to build more housing. This project does that, and most importantly it does that with inclusionary housing that will be set aside for very low- and extremely low-income seniors. At 133 units and over 15% of the project, both the number and percentage of these affordable units set a new standard for developments in Los Angeles. The commitment this project makes to our at-risk seniors is exemplary.

By certifying Hollywood Center as an Environmental Leadership Development Project, our Governor has ensured that we will be getting the greenest possible project. The criteria for ELDP status are stringent and guarantee that this project will have no net new greenhouse gas emissions. Sustainable development is the responsible way to plan for our future. And from an environmental perspective, the location of this project steps away from the Hollywood/Vine subway is exactly where we want new housing to be built. If we want to reduce our carbon footprint, reducing driving is the only way to bring about real change. We need more projects like this in the areas of the City well-served by transit. The commitments made by Hollywood Center to build green and build sustainability represent the gold-standard in green building.

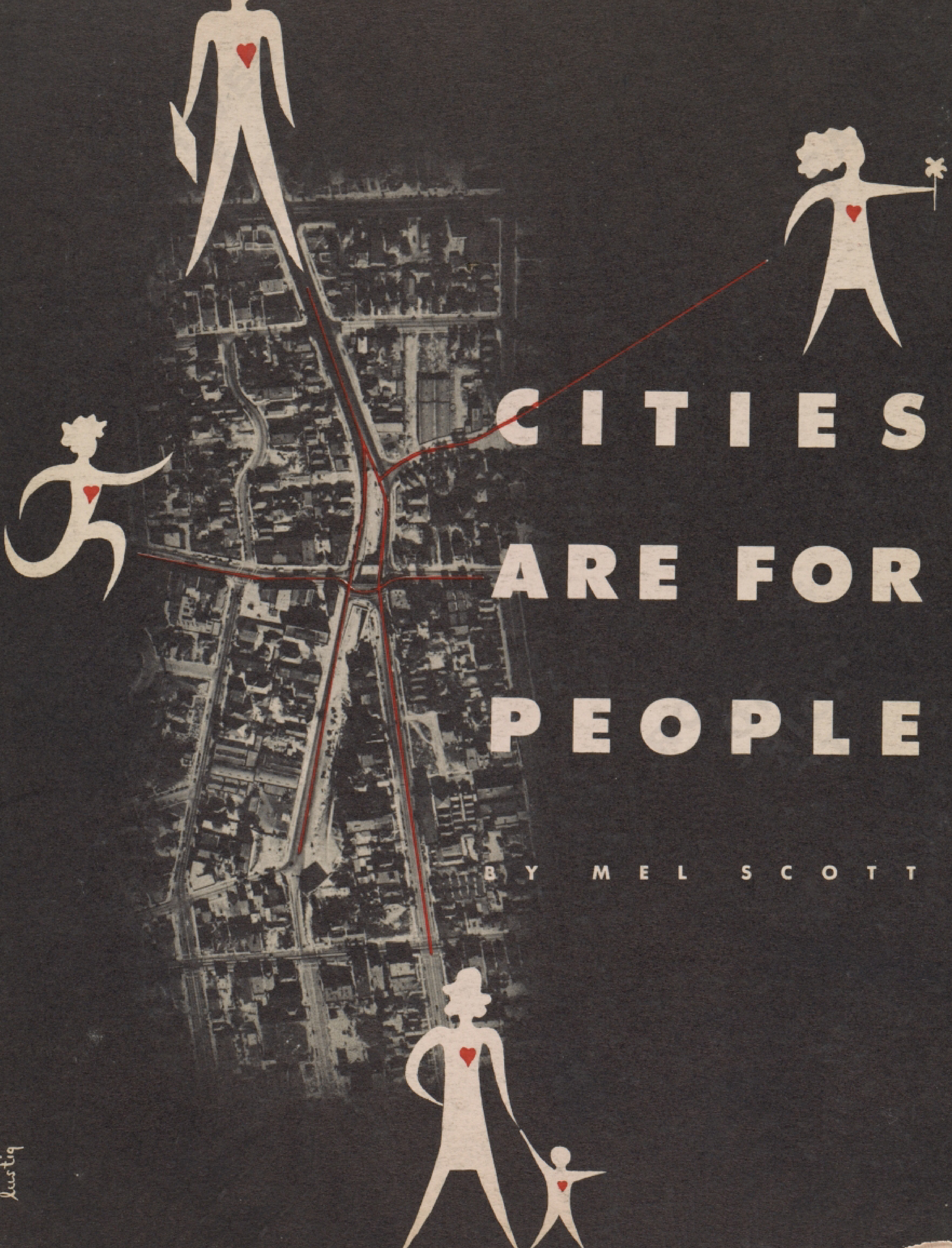
The over $1 billion in economic investment for Hollywood represents one of the largest private investments for the area. Thousands of prevailing wage jobs will be created, both during construction and once the project opens. Especially now, investment in our community is vital to creating jobs. And with unemployment increasing at historically high rates, these jobs are sorely needed. It was recently reported that less than half of Los Angeles County residents currently have jobs, with that number continuing to grow. Hollywood Center's positive impacts on job creation will make a meaningful difference for thousands of Angelenos currently out of work.

I support the project in general but am particularly excited about the following features:

Overall, Hollywood Center is an exemplary project. I support Hollywood Center, and I urge you to move this project forward without any delay.

Sincerely,
Maria Balbontin

817 South Tremaine Avenue
Los Angeles, CA 90005
United States
90005
mariajose@newmode.net



CITIES ARE FOR PEOPLE

BY MEL SCOTT

THE LOS ANGELES REGION PLANS FOR LIVIN

ATTACHMENT III

RECD SEP 16 2008

SETTLEMENT AGREEMENT

WHEREAS, This Settlement Agreement ("Agreement") is entered into by and between the New York State Commission on Public Integrity ("Commission") and Millennium Partners, Inc.; and

WHEREAS, the Commission is the State agency responsible for enforcing Article 1-A of the New York State Legislative Law, as amended ("Lobbying Act"); and

WHEREAS, as a registered client in 2007, Millennium Partners, Inc. is therefore required to comply with the reporting requirements set forth in the Lobbying Act; and

WHEREAS, it is clearly established that Millennium Partners, Inc. failed to file report(s) for the year 2007, specifically a 2007 January/June Client Semi-Annual Report, as required by§1-j of the Lobbying Act; and

WHEREAS, in lieu of appearing for an adjudicatory hearing that could result in the assessment of a civil penalty, the parties to this Agreement have agreed to resolve their dispute in a manner that avoids further administrative litigation; and;

NOW THEREFORE, in consideration of the mutual covenants made herein, and the final settlement of the alleged violation referred to herein, the parties agree that:

I. Millennium Partners, Inc. agrees to pay to the Commission the amount of $250. in settlement of the alleged violation referred to herein within 15 days of the execution of this Agreement. If full payment is not received within 15 days of the execution of this Agreement, this Agreement shall become null and void in its entirety.

II. Millennium Partners, Inc. agrees to submit the accurately completed 2007 Millennium Partners, Inc. Client Semi-Annual Report within 15 days of your execution of this Agreement. If the outstanding report is not received within 15 days of your execution of this Agreement, this Agreement shall become null and void in its entirety.

III. Notwithstanding the provisions of this Agreement, Millennium Partners, Inc. understands and acknowledges that the Commission may investigate other knowing and willful violations, if any, by Millennium Partners, Inc., of the Lobbying Act.

IV. Any amendment or modification to this Agreement shall be in writing and signed by both parties.

Dated: Oct 7, 2008

New York State
Commission on Public Integrity

ACCEPTED AND AGREED TO
THIS 15 DAY OF September, 2008

Millennium Partners, Inc.
By:
Name: PHILIP E. AARONS
Title: Vice President

Planning CPC <cpc@lacity.org>

ENV -2018 -2116- EIR; SCH No. 2018051002

phoenix_@mail.com <phoenix_@mail.com> Thu, Oct 15, 2020 at 9:22 AM
To: Planning CPC <cpc@lacity.org>

To City Planning Commissioners:

Please review the 2018 Early Consultation Letter which describes what the Department of Public Works believes is " a mixed-use project consistent with measure JJJ".

This is **another false representation of the Hollywood Center Project**.

Since the beginning, Millennium has been advertising one version of their project while slowly peeling back the layers to what they really intend to build, in order to reap as many city and state benefits as they can, without meeting the requirements that would allow them said benefits.

Projects must meet the qualifications of a "housing development" as defined in State Density Bonus Law to be eligible for any incentives or concessions. Government Code § 65915(i) defines a housing development as "a development project for five or more residential units, including mixed-use developments."
The East Site under Alternative 8 has **zero residential units** and could be developed up to 20 years before ground breaks on the West Site's residential component.

Furthermore, Section 65915(i) specifies: "For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The East and West Sites are **not contiguous** because they are separated by Vine Street. Moreover, although neither the Project nor Alternative 8 utilizes a density bonus, they must complete calculations for the permitted density bonus in order to determine eligibility for AB 744"

In addition to the above, know that Millennium leaves some pretty significant facts out of their description when they arrogantly flaunt the alleged "affordable housing" they mislead you about.

LAMC § 12.22-A.25(g)(1) requires that Density Bonus projects "shall" comply with the City Planning Commission Affordable Housing Guidelines, which requires affordable units shall be **"generally comparable" to market units and shall provide for "equal distribution of amenities."**
The senior units are not comparable in amenities, nor are amenities equally distributed.
Not a single senior unit has a private balcony, whereas most market rate units have spacious balconies, some as large as senior units themselves. The senior units have limited functional access to the Amenity Deck because the Level 2 multipurpose room – located within the senior building – is **not accessible from within the senior building**. This is a bizarre choice of site planning which reveals an unmistakable intent to discourage the seniors from using the Amenity Decks as much as possible to preserve them for affluent residents and their alcohol-consuming guests.

Please know these are only a couple examples of Millennium's deceitfulness. Is this Commission going to allow them to continue to get away with this hoax?

20180626 0910 RAP ParkFees EC Verification Letter.pdf
1065K

CITY OF LOS ANGELES

CALIFORNIA

ERIC GARCETTI
MAYOR

June 26, 2018

Edgar Khalatian
Mayer Brown LLP
350 South Grand Avenue, 25th Floor
Los Angeles, CA 90071

EARLY CONSULTATION MEETING VERIFICATION (VTT-82152 - 1720-1770 North Vine Street; 1746-1760 North Ivar Avenue; 1733 and 1741 Argyle Avenue and 6236,6270 and 6334 West Yucca Street)

Dear Applicant:

Los Angeles Municipal Code Section 12.33 C.1 requires that applicants participate in an early consultation with the Department of Recreation and Parks staff, and Department of City Planning staff, in advance of submitting a tract map application for a project of more than 50 residential dwelling units. The purpose of this early consultation is to discuss whether the City may require a land dedication for the project and/or to discuss credits available to the applicant, if any.

Los Angeles Municipal Code Section 12.33 D.1 requires the Department of Recreation and Parks provide written verification of this early consultation to the project applicant within ten (10) business days of the meeting. Written verification of the early consultation is required before the Department of City Planning may accept an application for a tentative tract map that is subject to the requirements of Los Angeles Municipal Code Section 12.33 D.1.

This letter serves as verification that, on **June 19, 2018**, the applicant/representative of a proposed residential project located at **1720-1770 North Vine Street; 1746-1760 North Ivar Avenue; 1733 and 1741 Argyle Avenue and 6236,6270 and 6334 West Yucca Street** participated in an early consultation meeting with the Department of Recreation and Parks.

As currently conceptualized, the project at **1720-1770 North Vine Street; 1746-1760 North Ivar Avenue; 1733 and 1741 Argyle Avenue and 6236,6270 and 6334 West Yucca Street** proposes the construction of a mixed-use project consistent with measure JJJ to convert parking lots with 872 market-rate dwelling units and 133 senior affordable housing units. This project is located in the Hollywood area of Los Angeles.

Pursuant to Los Angeles Municipal Code Section 12.33 D, residential subdivision projects with more than 50 residential dwelling units may be required by the City to dedicate land, or pay a fee in-lieu, or provide a combination of land dedication and in-lieu fee payment for the purpose of acquiring, expanding and improving park and recreational facilities for new residents.

The amount of land to be dedicated is calculated pursuant to the formula detailed in Los Angeles Municipal Code Section 12.33 D.2. Based on the project description above, and the formula detailed in Los Angeles Municipal Code Section 12.33 D.2, the project at **1720-1770 North Vine Street; 1746-1760 North Ivar Avenue; 1733 and 1741 Argyle Avenue and 6236,6270 and 6334 West Yucca Street** may be required by the City to dedicate a maximum of **7.26** acres of land to the City for park and recreational purposes. Per Los Angeles Municipal Code Section 12.33 D.3, a project that is required to make a land dedication to the City may make said land dedication, or any portion thereof, either on-site or off-site of the project location. Any off-site land dedication must be located within a certain radius of the project site.

Following the submission of Tract Map Application for this project to the City, the Advisory Agency will distribute a notification to the Department requesting the Department provide its report and recommendations on the project. Once the Department receives said notification, the Department will prepare a report, with its recommendations for how the project should be required to meet its obligations under Los Angeles Municipal Code Section 12.33 (either though a dedication of park land or the payment of fees in lieu). That report will then be submitted to the Board of Recreation and Park Commissioners for their review and approval. Meetings of the Board of Recreation and Park Commissioners are regularly scheduled and are open to the public (http://www.laparks.org/commission). Once the Board of Recreation and Park Commissioners has approved a recommendation for the project, the Department will prepare and submit its report and recommendations on the project to the Advisory Agency.

If you have any questions or comments regarding this information, please feel free to contact Darryl Ford, of my staff, at (213) 202-2682, at your convenience.

Sincerely,

MICHAEL A. SHULL
General Manager

for Ramon Barajas
Assistant General Manager

MAS/RB:wc

cc: Reading File