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and Plaintiffs PATTY JOHNSON;
7 JOE TEIXEIRA; OMAR AHMED, JR.;
XIN GUO; and CAROLYN SOARES

8
9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF SACRAMENTO

11
12 PATTY JOHNSON; JOE TEIXEIRA;
13 OMAR AHMED, JR.; XIN GUO;
and CAROLYN SOARES,

14
15 Petitioners and Plaintiffs,

16 v.

17 CITY OF ELK GROVE,

18 Respondents and Defendants.

19 ELK GROVE TOWN CENTER, LP;
HOWARD HUGHES CORPORATION; and
20 DOES 1-20, inclusive,

21 Real Parties in Interest and
22 Defendants.

CASE NO. 34-2016-80002493

VERIFIED AMENDED PETITION FOR
WRIT OF MANDATE AND COMPLAINT
FOR DECLARATORY RELIEF FOR:

- 23 (1) BREACH OF CITY ZONING
ORDINANCE [GOVERNMENT CODE
§65860];
- 24 (2) BREACH OF THE 2014
DEVELOPMENT AGREEMENT;
- 25 (3) BREACH OF PUBLIC RESOURCES
CODE §21081.6 and ENFORCEMENT
PER §§21166 and 21167;
- 26 (4) BREACH OF GOVERNMENT CODE
HEARING AND NOTICE PROVISIONS
and PROCEDURAL DUE PROCESS
RIGHTS [GOVERNMENT CODE
§65020(b); U.S. CONSTITUTION
AMENDMENTS V and XIV;
CALIFORNIA CONSTITUTION
ARTICLE 1, SECTION 7.]; and
- 27 (5) DECLARATORY RELIEF

1 Petitioners and Plaintiffs PATTY JOHNSON, JOE TEIXEIRA, OMAR AHMED, JR.,
2 XIN GUO and CAROLYN SOARES (“Petitioners”), in support of their Verified Amended
3 Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief, state and
4 allege in this amended petition and complaint (“Amended Petition”) as follows:

5 **INTRODUCTION**

6 1. This Amended Petition challenges Respondent and Defendant CITY OF ELK
7 GROVE (the “City”) and Real Parties in Interest ELK GROVE TOWN CENTER, LP
8 (“EGTC”) and HOWARD HUGHES CORPORATION (the City and Real Parties in Interest are
9 collectively referred to herein as “Defendants”) with: 1) failure to comply with and enforce the
10 City’s zoning ordinances with respect to the 2001 Lent Ranch Special Planning Area as amended
11 in 2014 (the “2014 SPA”); 2) removal of the Mandatory Mitigation Measures contained in the
12 Mitigation Measure Reporting Program adopted concurrent with the 2001 SPA EIR in violation
13 of law; 3) failure to comply with and enforce the 2014 Development Agreement (the “2014
14 DA”) between the City and EGTC; and 4) failure to comply with statutory notice requirements
15 and the United States and California Constitutions’ due process requirements, all to the detriment
16 of Petitioners and all residents of the City.

17 2. The City at all times relevant hereto has acted to the detriment of Petitioners and
18 the residents and taxpayers of Elk Grove by breaching its obligations, as more particularly pled
19 below.

20 3. The Real Parties in Interest have benefitted from the actions of the City, as more
21 particularly pled below.

22 **PARTIES AND VENUE**

23 4. All of the Petitioners are residents and taxpayers of the City of Elk Grove and
24 have a clear and present right to and beneficial interest in the City’s performance of its duties as
25 alleged in this Amended Petition. Petitioners bring this action on their own behalves, and on
26 behalf of all other citizens and taxpayers in the City of Elk Grove.

27 5. Prior petitioner “Stand Up for California” [sic “Stand Up California!”] has
28 withdrawn from this action.

1 6. Original Petitioners and Plaintiffs Patty Johnson, Joe Teixeira, and additional
2 Petitioners and Plaintiffs Omar Ahmed, Jr., Xin Guo and Carolyn Soares are individuals,
3 registered voters, and taxpayers who reside in Elk Grove, California and pay property taxes to
4 the City of Elk Grove. They are concerned citizens who will be affected by the environmental,
5 physical, and social impacts of the proposed casino and hotel project as set forth in detail below,
6 have repeatedly publicly objected to City's actions on multiple occasions, and have been denied
7 adequate review of the environmental and fiscal arrangements between Respondents.

8 7. Respondent and Defendant City of Elk Grove is, on information and belief, a
9 general law city organized and existing under the laws of the State of California. The City is
10 obligated to comply with laws, regulations, and ordinances, including, but not limited to, the
11 United States and California Constitutions; the 2001 Lent Ranch SPA and the approved
12 Mitigation Measures and Reporting Plan thereto; all zoning ordinances, and general and specific
13 plans of the City of Elk Grove; the 2014 DA; and the Public Resources Code.

14 8. Real Party in Interest and Defendant Howard Hughes Corporation has been
15 identified by the City as the owner of the property that is the site of a regional mall project.
16 Based upon that information, Petitioners are informed and believe, and on that ground allege that
17 Howard Hughes Corporation was the owner of the Regional Mall Property until it was
18 transferred in January 2017, and may still have a beneficial interest in the property.

19 9. Petitioners are further informed and believe that Real Party in Interest EGTC is a
20 wholly owned subsidiary of Howard Hughes Corporation, and is the successor in interest to the
21 Regional Mall Property which was acquired sometime in 2008 after bankruptcy of the prior
22 owner, General Growth Properties, Inc. Petitioners are informed and believe that EGTC was the
23 party responsible for development of the Regional Mall Property from 2008 until at least January
24 2017, when the northern portion of the Mall Property sometimes referred to as "Phase 2" was
25 transferred, and possibly continuing.

26 10. Petitioners do not know the true names and identities of Real Parties in Interest
27 and Defendants DOES 1-20, and therefore sue them by these fictitious names. Petitioners are
28 informed and believe, and on that basis allege that Does 1-20 have an actual and substantial

1 interest in the subject matter of the action, and stand to be benefitted or injured by the judgment.
2 Petitioners will seek to amend this Amended Petition to insert the true names and capacities of
3 these Doe Defendants when ascertained.

4 11. Petitioners and Stand Up California! filed the original Petition on November 23,
5 2016. Since filing the original Petition, the City repealed the First Amendment to the 2014 DA
6 which was a subject of that Petition, after certifying the results of the referendum brought to
7 force compliance by the City and EGTC on the terms, covenants, and conditions contained in the
8 2014 DA. Respondents and Real Party in Interest have not filed any responsive pleadings.

9 12. The sole purpose of the First Amendment to the 2014 DA was to permit the
10 development of a casino/hotel within Zone A of the Lent Ranch SPA, which SPA prevented any
11 type of use on Zone A except a shopping center. Since the First Amendment was challenged by
12 referendum and the instant Petition, the City has continued to take multiple actions to permit and
13 enable such violations of existing zoning ordinances and the 2014 DA, and in doing so continues
14 to violate federal, state, and local law. This Amended Petition flows from the same conduct of
15 the City as alleged in the original Petition in taking unlawful actions to allow such precluded
16 uses as a casino/hotel within the Lent Ranch SPA, subject to the 2014 DA, to the detriment of
17 Petitioners. Petitioners provided notice of this Amended Petition to the City prior to filing, and
18 will serve a copy of this Amended Petition upon the Attorney General as required by law.

19 **BACKGROUND**

20 13. Petitioners are informed and believe, and on that ground allege the facts stated in
21 this background section supplement the allegations contained in the original Petition, as
22 information has been obtained. On June 27, 2001, the City approved the 2001 Lent Ranch
23 Marketplace Special Planning Area ("2001 SPA"), which is comprised of approximately 295
24 acres and includes a portion known as the Regional Mall Property, which is referred to as "Zone
25 A" in the SPA and related planning documents. The Regional Mall Property is comprised of
26 approximately 106 acres. The Regional Mall Property was planned and originally approved in
27 2001 as a traditional, high-end retail shopping center, to include three brand name large anchor
28 tenants. The balance of the 2001 SPA included residential, commercial, and retail uses. An

1 environmental impact report (the "2001 EIR") approved by the City supported the approvals of
2 the SPA and the 2001 Development Agreement.

3 14. The 2001 EIR evaluated the impacts of the proposed uses of the Regional Mall
4 Property and included Mandatory Mitigation Measures. The Mandatory Mitigation Measures
5 imposed detailed financial and environmental mitigations on the Regional Mall Property,
6 including those related to financing, traffic, visual effects, sewer, and water, among other
7 impacts. The purpose of these Mandatory Mitigation Measures as adopted by the City was to
8 provide assurances to the City's residents that development within the 2001 SPA would mitigate
9 its impacts to the community.

10 15. On November 19, 2003, the landowners of the Regional Mall Property, Zone A,
11 recorded a license agreement, agreeing to mutual and contiguous parking within Zone A so that
12 all parking would be shared within the Regional Mall.

13 16. On August 4, 2004, the City prepared an addendum to the 2001 EIR addressing
14 impacts to agricultural resources as well as a Mitigation Monitoring and Reporting Program
15 ("MMRP"). There has been no supplemental or subsequent environmental review for any
16 development on the Regional Mall Property in the dozen years since, and each development and
17 amendment has explicitly relied upon the 2001 EIR and MMRP.

18 17. On May 21, 2007, the Wilton Rancheria filed a lawsuit against Department of the
19 Interior, Bureau of Indian Affairs ("BIA") to restore its tribal status.

20 18. On July 11, 2007, the Elk Grove City Council held a public meeting regarding a
21 development plan review to build the Regional Mall, which was to be known as the "Elk Grove
22 Promenade."

23 19. On November 14, 2007, the City and Elk Grove Promenade developer, General
24 Growth Properties, Inc., entered into an "Agreement Regarding Mall Fees and Infrastructure".

25 20. On December 9, 2008, General Growth Properties, Inc. filed for bankruptcy and
26 all process on the Elk Grove Promenade halted. Petitioners are informed and believe that
27 General Growth Properties, Inc. is an entity wholly owned by Real Party in Interest Howard
28 Hughes Corporation.

1 21. On June 8, 2009, the Wilton Rancheria Tribe was restored to its federal
2 recognition status as a result of a settlement of the lawsuit described in Para. 16 above. On
3 August 4, 2009, the City of Elk Grove, along with Sacramento County, filed a motion to obtain
4 intervenor status as necessary parties in the lawsuit between the Wilton Rancheria and the BIA.

5 22. Sometime in 2009, Howard Hughes Corporation replaced General Growth
6 Properties, Inc. and its wholly owned subsidiary, Elk Grove Town Center, LP ["EGTC"],
7 assumed control of the Regional Mall Property.

8 23. On June 16, 2011, the City, the County, and the Wilton Rancheria entered into a
9 Memorandum of Understanding (the "2011 MOU"), settling the motion to intervene. The MOU
10 was established regarding "mutually respectful government-to-government relationship
11 regarding potential off-trust impacts of Tribal Lands in Sacramento County." The 2011 MOU
12 deemed that the proposed casino/hotel would be compatible with the General Plan if it was the
13 least intensive use permitted by the General Plan.

14 24. On July 24, 2012, Boyd Gaming and the Wilton Rancheria enter into a private
15 agreement for the development of a casino/hotel, and sometime in 2012 the Wilton Rancheria
16 opened its business development office in Elk Grove.

17 25. On November 12, 2013, the Wilton Rancheria submitted a resolution to initiate
18 the NEPA process for a fee-to-trust and casino/hotel, comprising 282 acres. The resolution
19 proposed a preferred site called the "Twin Cities Site" in the City of Galt (between Highway 99
20 and the Union Pacific Railroad tracks). No other site was identified. The Twin Cities Site was
21 the preferred site from November 12, 2013 until June 9, 2016. Prior to June 9, 2016, Petitioners
22 had no reason to believe that the casino/hotel was actually proposed and would be built in the
23 City of Elk Grove. All public notices indicated that the Galt site was the preferred site, and all
24 public hearings and opportunities for the public to comment were held in Galt.

25 26. On January 24, 2014, the City Attorney for Elk Grove wrote an e-mail to the BIA:
26 "We are hearing rumors that the Galt site may no longer be the preferred location of the casino."

27 27. On February 2014, the Department of the Interior, Bureau of Indian Affairs
28 released the Wilton Rancheria Fee-to Trust Environmental Impact Statement ("EIS") Scoping

1 Report indicating that the City of Galt was the preferred site. In addition to the proposed Twin
2 Cities Site (including a reduced intensity casino/hotel version on this site), the EIS discussed two
3 other project alternative sites, the Tribal Rancheria Site in Wilton (the "Historic Rancheria Site")
4 and the City of Elk Grove, Regional Mall Site, referred to as Alternative F (the "Mall Site"). The
5 Twin Cities Site proposal was 282 acres and 376,500 square feet; the Historic Rancheria Site
6 proposal was 75 acres and 376,500 square feet; the Mall Site proposal was 28 acres and 381,000
7 square feet.

8 28. On February 27, 2014, Keith Gellerman of Summit Engineering, Inc., who
9 Petitioners are informed and believe and thereon allege represented the gaming interests, wrote
10 an e-mail to Stephen Moore, Sacramento Area Sewer District, "Re: Wastewater Feasibility Study
11 for a Proposed Project". The e-mail described the project as a casino/hotel project (commercial),
12 on 28 acres (about 14 for building and 14 for parking), that, "This is 'Alternative F', so disregard
13 the proposed development in the City of Galt," which email was acknowledged by Darren
14 Wilson of the City of Elk Grove.

15 29. On March 3, 2014, an e-mail was sent from Kimley Horn, the casino/hotel EIS
16 traffic consultant to the City of Elk Grove, regarding the EIS traffic study, which identified
17 Alternative F, the Mall Site.

18 30. On March 11, 2014, Keith Gellerman sent e-mails to the Sacramento Area Sewer
19 District: "I am working on a wastewater feasibility study for a proposed casino/hotel site near
20 Elk Grove. I need to know if the existing sewer main can handle the capacity from the proposed
21 site and an [sic] the estimated connection and monthly fees. This is for a casino/hotel with
22 projected peak flows of 320,000 gpd, with 250,000 gpd average...."

23 31. On March 14, 2014, Brett Long of Sacramento Area Sewer District responded,
24 calculating the estimated impacts of the casino/hotel: "Using these factors, the uses other than
25 the Casino would have a calculated estimated impact of 238.065 ESDs, leaving the remaining
26 Casino areas on water usage."

27 32. On March 4, 2014, the City responded to the Kimley Horn e-mail, scheduling a
28 conference call regarding the traffic study memorandum of assumptions involving the Elk Grove

1 Mall Site. On March 18, 2014, a conference call was held with the EIS consulting firm and the
2 City of Elk Grove regarding the casino/hotel traffic study memorandum of assumptions.

3 33. On March 19, 2014, an employee of the Sacramento Area Sewer District also
4 responded to Keith Gellerman, stating “the planned development [casino/hotel] would generate
5 more flow than we anticipated and would likely require some capacity improvements”.

6 34. On April 11, 2014, EGTC filed an application with the City of Elk Grove
7 requesting an amendment to Zone A in the Lent Ranch SPA, the Regional Mall Property. The
8 stated purpose of this amendment was to convert Zone A from a traditional high-end retail mall
9 to an outlet mall concept, referred to as “The Outlet Collection at Elk Grove.”

10 35. On August 15, 2014, EGTC was served with a Notice of Default of the 2001
11 Development Agreement by the City of Elk Grove.

12 36. On September 16, 2014, counsel for M & H Realty Partners, who were owners of
13 other property within the 2001 SPA, wrote a letter to the City objecting to the City’s proposed
14 ordinance to amend the 2001 SPA to permit an outlet center and enter into a new development
15 agreement affecting only the Regional Mall Property. M & H Realty Partners wrote, in relevant
16 part, that they objected to 1) the conspiracy between the City and EGTC to circumvent the [2001
17 Development] Agreement and the [2001] SPA; 2) the improper process proposed to default
18 EGTC for the sole purpose of allowing EGTC to circumvent their obligations under the 2001
19 DA; 3) the disruption of the careful balance of land uses in the 2001 SPA; and lastly 4) alleged
20 that the City approval process violated CEQA.

21 37. On October 8, 2014, the City adopted Ordinance 28-2014, amending the 2001
22 SPA, approving an amendment to the District Development Plan, and a Conditional Use Permit
23 for the Outlet Collection at Elk Grove. Although changes in Zone A were enacted as requested
24 by Real Property in Interest EGTC, nothing in the revised zoning removed the “Shopping Center
25 Designation” on the entire property, or the height restrictions. The shopping mall designation in
26 the amended 2014 SPA has no provision for gaming, tribal or otherwise, or hotel development,
27 and requires that all of Zone A is to be used for shopping mall purposes. The City also adopted
28 the Amended and Restated Agreement Regarding Regional Mall, Fees, and Infrastructure. A

1 true and correct copy of Ordinance 28-2014 (without its exhibits) is attached hereto and
2 incorporated herein as **Exhibit "A"**.

3 38. On October 22, 2014, the City adopted Ordinance 29-2014, approving the 2014
4 DA. In its findings, the City found that no further CEQA analysis was required for this change,
5 claiming that development plans for Phase 2 were unknown. The findings as part of the
6 Resolution explicitly acknowledged that the 2014 DA relied upon the approvals contained in the
7 2001 EIR, and found that the 2014 DA remained consistent with the Lent Ranch SPA. A true
8 and correct copy of Ordinance 29-2014 is attached hereto and incorporated herein as **Exhibit**
9 **"B"**.

10 39. As part of the 2014 SPA amendment and DA, Zone A – the Regional Mall – was
11 informally divided into two sections, referred to as "Phase 1" and "Phase 2". Phase 1 was to be
12 the Outlet Collection at Elk Grove. Despite the multiple coordinated environmental review
13 efforts involving the City described above, the City stated in its findings of fact that Phase 2 had
14 not been proposed for development as part of the project description, and the characteristics of
15 Phase 2 are "undefined and subject to speculation", and therefore the 2014 DA was exempt from
16 review under CEQA. Petitioners are informed and believe, and thereon allege that the City staff
17 was actively engaged in providing data to gaming consultants related to the Draft EIS, which
18 identified Phase 2 as an alternative casino/hotel site Alternative F, and thus were aware that this
19 property was planned for a casino/hotel use. The 2014 revised DA and the amendments to the
20 Lent Ranch SPA encumbered all of Zone A, including Phase 1 "the Outlet Mall" and Phase 2 of
21 the property.

22 40. On October 29, 2014, M & H Realty Partners filed a Verified Petition for Writ of
23 Mandate against the City and Real Parties in Interest Elk Grove Town Center, LP, a Delaware
24 limited partnership; Elk Grove Town Center, L.L.C., a Delaware limited liability company; the
25 Howard Research and Development Corporation, a Maryland corporation; and Howard Hughes
26 Corporation, a Delaware corporation, for CEQA violations and breach of the 2001 DA.

27 41. In April 2015, the Elk Grove City Assistant Attorney requested that the Bureau
28 of Indian Affairs send all notices regarding the EIS for the casino/hotel to the City.

1 42. Between May and November, 2015, the application and plans for Outlook
2 Collection, Phase 1 of Zone A, went out for review to all agencies, including Sacramento County
3 Water Agency, Sacramento Sewer District, and Elk Grove Water District. Phase 2 on the maps
4 was shown as blank, and there was no indication in the submitted plans that Phase 2 is planned
5 for a casino/hotel, or that the Real Parties in Interest were actively engaging with the City
6 regarding a casino/hotel on the Phase 2 property.

7 43. On September 5, 2015, a Joint Status Report on Conditional Settlement was filed
8 by the parties to the Petition for Writ of Mandate filed by M & H Realty Partners, indicating that
9 the parties had reached a conditional settlement that included, in part, a revision to the
10 development agreement, which amendment was scheduled to be heard by the City and County
11 on September 9, 2015. Based thereon, Petitioners believe that this lawsuit was settled sometime
12 in September 2015.

13 44. As summarized above in paragraphs 25 through 33, while the draft EIS was being
14 prepared and public indications were that the preferred site was the Twin Cities Site, documents
15 obtained since filing the original Petition show that actions were being taken by the Real Parties
16 in Interest and the City to permit the casino/hotel in Elk Grove on Phase 2 Zone A without
17 review by the public.

18 45. Petitioners are now informed and believe that City and Real Parties in Interest
19 intended, by denying knowledge of plans to use Phase 2, to prevent the citizens of Elk Grove
20 from meaningful participation in the City's hearings to amend the Lent Ranch SPA and approve
21 the 2014 DA, and to encourage public belief that Real Parties in Interest's preferred location
22 remained as Galt. Petitioners had no reason to be aware of the level of anticipated planning for
23 Phase 2 of the Regional Mall Property Zone A, or simultaneous planning of Phase 2 for a
24 casino/hotel until after the filing of the initial Petition.

25 46. On January 5, 2016, the casino/hotel EIS was reviewed by the Sacramento County
26 Water Agency. The water agency noted that facilities might need to change due to inclusion of a
27 12-story hotel.

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1 47. On January 29, 2016, a public EIS meeting was held in the Chabolla Community
2 Center in Galt regarding the casino/hotel project, and discussions focused on Galt as the
3 preferred location.

4 48. On March 10, 2016, the County of Sacramento submitted a comment letter
5 regarding the Draft EIS, stating that the Draft EIS does not apply California or local standards.

6 49. On March 23, 2016, the Tribal Chairman for the Wilton Rancheria informed
7 Sacramento County in an e-mail: "...After several months of review, the Elk Grove site has the
8 least environmental effects", and on March 30, 2016, a meeting was held with the Wilton
9 Rancheria, the City of Elk Grove, and County representatives. The citizens of Elk Grove were
10 not informed of these communications and meetings.

11 50. Petitioners are informed and believe that beginning at least by April 2016, Boyd
12 Gaming arranged for special meetings in Las Vegas for Elk Grove Economic Development
13 Director and then Mayor Gary Davis and the Wilton Rancheria Tribal Chairman to make sure
14 they all knew of City's support, as stated in internal emails.

15 51. On May 31, 2016, Real Party in Interest EGTC, Boyd Gaming, and the Wilton
16 Rancheria entered into an option agreement to sell Phase 2 of the Regional Mall Property to the
17 Wilton Rancheria. The Memorandum of Option Agreement was recorded on June 7, 2016, in
18 Sacramento County Official Records, as Document No. 20160607, at page 0666.

19 52. On June 8, 2016, Sacramento County held a hearing regarding a new MOU with
20 the Wilton Rancheria, which provided, among other things, for various funding payments,
21 especially related to traffic, and expressly provided that if the County discovers other impacts
22 and notifies the Wilton Rancheria, that they will address such impacts.

23 53. On June 9, 2016, the Wilton Rancheria announced at their tribal offices in Elk
24 Grove that, instead of proceeding with Alternatives A, B, C, D, or E of the Draft EIS, Phase 2 of
25 the Regional Mall Property, Alternative F – the Mall Site – of the Draft EIS, was now the
26 preferred location for its proposed tribal gaming casino/hotel and entertainment center. No
27 public hearing was held by the City or the Bureau of Indian Affairs in Elk Grove or anywhere
28 else regarding the change of location. No public hearing noticed by the City addressed the

1 impacts of a tribal casino and hotel on the Regional Mall Site. This was a sudden shift, as all
2 prior public notices and environmental documents prepared for the casino/hotel as part of the
3 Draft EIS, which commenced in 2013, emphasized the casino/hotel being developed in the City
4 of Galt, and public meetings and hearings regarding the Wilton Rancheria's plans for its
5 casino/hotel were held in Galt.

6 54. From June 9, 2016 to the present, the City, the Real Parties in Interest, and BIA
7 for the Wilton Rancheria engaged in swift action to ensure that the Phase 2 Property would
8 transition from an Outlet Mall to a casino/hotel and gaming facility. All of this was done
9 suddenly and without any meaningful notice to the Petitioners and residents of the City of Elk
10 Grove.

11 55. On June 14, 2016, a new Memorandum of Understanding was signed between the
12 County of Sacramento and the Wilton Rancheria. This new MOU indicated that it would cover
13 either the Twin Cities Site or the Regional Mall Site.

14 56. On June 30, 2016, 21 days after the Wilton Rancheria announced the shift in
15 location, the Wilton Rancheria filed the fee-to-trust application, with the BIA regarding the
16 Phase 2 property. The Regional Mall Site is identified as 28 acres in the EIS documents;
17 however, subsequent conveyance documents regarding the fee-to-trust application identify a 35-
18 acre site. The actual site conveyed into Trust does not match that area identified in the EIS
19 documents, as it contains 7 extra acres.

20 57. In August 2016, the Sacramento County Water Agency ["SCWA"] reviewed the
21 Draft EIS and indicated that it would perform a detailed environmental analysis at the time of
22 water improvement plan submittal. As of filing this Amended Petition, Petitioners have found
23 no indication that capacity improvements as previously requested by the Sewer District and
24 Sacramento County Water Agency were incorporated into the Final EIS for the Elk Grove Mall
25 location. These concerns expressed by the sewer and water agencies were not called out in the
26 DEIS or FEIS and confirm that water and sewer service to the proposed hotel/casino was not
27 reviewed by SCWA at the time the DEIS or FEIS was released to the public.

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1 58. On August 16, 2016, the Elk Grove Planning Commission considered a First
2 Amendment to the 2014 DA, and during the public hearing stated that the purpose of the
3 Amendment was to allow title to Phase 2 to be taken into Trust.

4 59. On September 28, 2016, the City of Elk Grove passed Resolution No. 2016-183,
5 approving a new Memorandum of Understanding (the "2016 MOU") with the Wilton Rancheria,
6 and claimed the 2016 MOU was CEQA exempt. The 2016 MOU provided for various cash
7 payments as mitigation, especially for traffic and tax loss. No public meetings were held to
8 review the basis of mitigation, or to provide details regarding how the cash payments may relate
9 to any mitigation ostensibly identified by the City. The Resolution acknowledged that the
10 purpose of the 2016 MOU was so that the Regional Mall property could be put into Trust for
11 purposes of building a casino/hotel. The Resolution referenced the Draft EIS which focused on
12 Galt, and in which the Elk Grove Mall site was only Alternative F, and did not acknowledge that
13 Galt was the preferred location at all times relevant during the public review process, and that the
14 City of Elk Grove was not identified as the preferred site until the Final EIS stage in December,
15 2016. The Resolution stated that the casino/hotel is anticipated to include a 608,756 square foot
16 casino-resort and a 12-story and approximately 302 room hotel tower, including a convention
17 center, with on-site parking, as described in the draft EIS. This casino/hotel facility is an
18 unprecedented and drastic change from the regional outlet mall submissions with the 2014 DA,
19 and amendments to the Lent Ranch SPA, which was to include 775,000 total square feet of outlet
20 mall building, with 689,000 being gross leasable area with a maximum height of 100 feet. At the
21 time the 2016 MOU was adopted by the City of Elk Grove, the casino/hotel property had not
22 been placed into Trust, and thus remained subject to the City's full jurisdiction and control.

23 60. The 2016 MOU included both non-recurring and recurring payment plans, but
24 there is no public economic analysis associated with these payments, and it is unclear how the
25 payments are related to the actual expenses and costs of the casino/hotel to the City. There is
26 also no analysis of what the additional traffic impacts related to expanded use of the Regional
27 Mall Site over shopping center by the proposed casino/hotel may be, and whether planned
28 mitigation payments adequately addressed such impacts. There is likewise no explanation of the

1 Wilton Rancheria's compliance with air quality management plans.

2 61. On September 29, 2016, in e-mails with Sacramento Area Sewer District and the
3 City regarding the casino/hotel proposal, five months before the proposed property was taken
4 into Trust, the City emailed that "we have no land use or approval authority. Per the EIS, the
5 Wilton Rancheria is required to enter into contract with Sac Area Sewer District. May ask for
6 improvements to the pump station because the outflow exceeds the design flow for the property."

7 62. On October 26, 2016, the City passed Ordinance 23-2016, the First Amendment
8 to the 2014 DA, at the purported request of EGTC, to release the 2014 DA as an encumbrance to
9 Phase 2, the casino/hotel property. The only stated purpose for this was to allow the Department
10 of the Interior to take the property into Trust to allow for the casino/hotel to be built. The
11 Ordinance would have become official 30 days after passage.

12 63. On November 9, 2016, the First Amendment to the 2014 DA was recorded, prior
13 to the passage of 30 days.

14 64. On November 17, 2016 – also prior to the 30-day effective date for the First
15 Amendment to the 2014 DA – BIA issued a Notice of Land Application to take Casino site into
16 trust for benefit of the Wilton Rancheria.

17 65. On November 21, 2016, a referendum petition was filed with the City Clerk. The
18 effect of the referendum was to suspend the First Amendment to the 2014 DA, meaning that the
19 2014 DA was still in full force and effect against all of Zone A, including Phase 2, the proposed
20 casino/hotel property.

21 66. On November 23, 2016, the instant Petition was filed by STAND UP
22 CALIFORNIA! and residents of Elk Grove challenging Ordinance 23-2016, First Amendment to
23 the 2014 DA, and seeking to compel repeal of the First Amendment to the 2014 DA. Petitioners
24 contend that from and after the filing of the referendum petition the effect of the First
25 Amendment was suspended, and that City's efforts to remove the 2014 Development Agreement
26 from Phase 2 were ineffective.

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1 67. On December 16, 2016, Notice of Final EIS for Casino identifying the Elk Grove
2 Regional Mall Site was filed in the Federal Register-BIA Notice 81 Fed. Reg. 90379; EPA
3 Notice 81 Fed. Reg. 91169.

4 68. On December 23, 2016, Real Party in Interest EGTC, with the concurrence of the
5 City of Elk Grove, recorded a series of lot line adjustments, the apparent effect of which was to
6 define Phase 2 as a specific lot or lots in preparation for transfer to Boyd Gaming and the Wilton
7 Rancheria. This action was authorized by the City without public notice or hearing.

8 69. On January 9, 2017, the City recorded a notice of release of recorded Notice of
9 Conditional Partial Release of Recorded Mitigation Monitoring and Reporting Program for the
10 Lent Ranch Marketplace. The effect of this release was to remove the Mandatory Mitigation
11 Measures approved as part of the 2001 SPA EIR from the Phase 2 casino/hotel property. Again,
12 this action was taken by the City without a hearing and without any public notice. Petitioners
13 contend that at all times prior to February 10, 2017, Phase 2 remained property subject to the
14 jurisdiction of the City and County, subject to the 2001 SPA EIR and its MMRP restrictions, the
15 2014 Amendments to the Lent Ranch SPA, and the 2014 DA. A true and correct copy of this
16 release is attached hereto and incorporated herein as **Exhibit "C"**.

17 70. On January 9, 2017, a grant deed from EGTC to themselves was filed, apparently
18 to consummate the lot line adjustments recorded on December 23, 2016.

19 71. On January 9, 2017, a Covenant/Agreement Access-Parking Agreement between
20 EGTC and the City of Elk Grove was filed, indicating that all fees for parking will be paid from
21 Phase 1 property, the Outlet Mall, instead of all portions of Zone A, effecting a release of Phase
22 2 property from the payment of parking fees to the City. No hearing or public notice of the City's
23 decision to release all fees for parking to be collected against the Phase 2 property was held.

24 72. On January 11, 2017, a First Amendment to the Parking License Agreement was
25 recorded, removing the casino/hotel property from the Parking License Agreement recorded in
26 2003 and amended in 2014. No hearing or public notice of the City's decision to release the
27 Parking License Agreement from Phase 2 was held, and no public discussion of the financial
28 implications of either the Covenant or the Release was held.

1 73. On January 11, 2017, the referendum to repeal Ordinance 23-2016, the First
2 Amendment to the 2014 DA, was certified by the City Council upon recommendation of the City
3 Clerk.

4 74. On January 19, 2017, the Record of Decision (“ROD”) was signed by Principal
5 Deputy Assistant Secretary – Indian Affairs of the Department of Interior, Bureau of Indian
6 Affairs, approving taking the land described as Phase 2 into Trust. This approval was not
7 published in the Federal Register, and was released after hours in Washington D.C.

8 75. Earlier on the same day, on January 19, 2017, EGTC recorded the conveyance of
9 the Phase 2 property to Boyd Gaming and the Wilton Rancheria. The deed was executed on
10 January 12, 2017.

11 76. On February 5, 2017, the first reading of the repeal of Ordinance 23-2016, the
12 First Amendment to the 2014 DA, was held in the City of Elk Grove, and adopted.

13 77. On February 10, 2017, The Department of Interior accepted the conveyance of the
14 Phase 2 property from Boyd Gaming and the Wilton Rancheria, placing the property into Trust.

15 78. On February 21, 2017, Stand Up for California!, Patty Johnson, Joe Teixeira, and
16 others (collectively, “Citizens”) filed an administrative appeal of the ROD with the Interior
17 Board of Indian Appeals (“Board”). Citizens requests that the Board grant preliminary relief on
18 an expedited basis, ordering BIA to remove title to the property from trust pending the
19 administrative appeal, on the grounds that BIA violated its own regulations by acquiring title to
20 the property in trust on the basis of a non-final agency decision, without complying with notice
21 requirements and without waiting the mandatory 30-day period to allow Citizens to file their
22 administrative appeal.

23 79. On February 22, 2017, Ordinance 23-2016, the First Amendment to the 2014 DA,
24 was formerly repealed by the City Council as a result of the certified referendum.

25 80. By Order dated February 24, 2017, the Board ordered briefing on whether the
26 ROD is final for the Department of the Interior. That proofing will conclude on or before March
27 31, 2017.

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1 81. From and at all times after 2001, Petitioners and the residents of Elk Grove were
2 led to expect a shopping mall, and then later an outlet mall, and all detailed environmental
3 processes commencing in 2001 identified shopping center uses for Zone A. The City has now
4 permitted a planned substitution of a more intense use – a casino/hotel use on the northern
5 portion of the site [Phase 2] – with little notice to the public, and with no environmental or
6 economic review or analysis conducted by the City of the comparative impacts of a casino/hotel
7 as to that anticipated by the 2001 EIR, all to the detriment of Petitioners and the residents and
8 taxpayers of the City of Elk Grove.

9 82. The City of Elk Grove provided no details in any kind of setting which provided
10 Petitioners and the residents of Elk Grove any type of assurance that the environmental analysis
11 prepared in the Final EIS adequately addressed impacts as required by California law. Two
12 years of environmental review went into the site analysis in Galt, and five months elapsed
13 between the Tribe’s notice of change of location and release of the Final EIS December 16, 2016
14 with the Elk Grove site as the substituted Preferred Alternative. There are no assurances to
15 Petitioners and the residents and taxpayers:

- 16 a) That either the identified traffic impacts or the surrounding traffic infrastructure can
17 support the increased traffic burdens created by the casino/hotel;
- 18 b) That there is sufficient water or sewer capacity for the casino/hotel without creating a
19 burden to the residents, as the Final EIS contains no assurance that the facilities for
20 the proposed casino/hotel are readily available;
- 21 c) That there are sufficient sources and revenue identified in the 2016 MOU to mitigate
22 the negative social impacts of a casino/hotel, such as problem gambling;
- 23 d) That there will be adequate parking for the casino/hotel, and that overflow parking
24 will not be a burden on surrounding neighborhoods and business; and
- 25 e) That the Tribal contributions identified as mitigation in the September 29, 2016 MOU
26 are sufficient to adequately address any mitigations reasonably necessary to respond
27 to any of the impacts such unplanned develop may cause.

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1 83. Petitioners are all active community members who are concerned about the
2 casino/hotel impacts, and were all denied notice and opportunity to participate in the casino/hotel
3 approval process described above. The actions complained of in this Amended Petition were
4 participated in or permitted by the City of Elk Grove prior to the February 10, 2017 fee-to-trust
5 approval process, when the City still had full jurisdiction control over the casino/hotel property.

6 **FIRST CAUSE OF ACTION – CITY BREACH OF ZONING ORDINANCE**
7 **[GOVERNMENT CODE §65860]**

8 84. Petitioners and Plaintiffs re-state and re-plead all allegations set forth above, as
9 though fully set forth herein.

10 85. Government Code §65860 provides that a zoning ordinance must be consistent
11 with the General Plan or amended so that it is consistent. The Lent Ranch SPA, as amended in
12 2014, provides that all of Zone A, including that northern portion now planned to be used as a
13 tribal casino and hotel, can only be used for shopping center uses. Here, the proposed
14 casino/hotel is not consistent with the zoning ordinance, and no re-zone was ever conducted.

15 86. Zoning authority to a general law city like Elk Grove derives from the California
16 Constitution, Article 11, §7. The Lent Ranch SPA was amended in 2014, but the amendments
17 did not change the explicit shopping center use, the height limitations for all buildings, and
18 integrated parking and access planning. Petitioners have found no evidence of attempted
19 rezoning of the property by the City of Elk Grove since 2014 to permit such planned casino/hotel
20 use. Lent Ranch SPA remains effective against all of Zone A, including Phase 2.

21 87. Under the 2001 Lent Ranch SPA, the entire 295-acre area was zoned as districts,
22 of which the 103 acres are now subject to the amended 2014 SPA and 2014 DA, which remained
23 zoned for shopping center use. Nothing contained in the 2014 Amended Lent Ranch SPA
24 changes exclusive use of Zone A from shopping center to any other type of use. As per the
25 City's adoption of the February 22, 2017, Repeal by Resolution of Ordinance 23-2016, the First
26 Amendment to the 2014 DA, the 2014 DA continues to restrict the property conveyed to the
27 federal government in trust for the Wilton Rancheria.

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1 88. The casino/hotel proposed use is not consistent with the City's zoning under the
2 2014 SPA, and no re-zone has been done by the City. The proposed casino/hotel violates the
3 City's zoning ordinances in at least the following ways: 1) the hotel proposed as part of the
4 casino is at least 100 feet over maximum height for the district; 2) parking design disconnected
5 from the balance of the Outlet Mall is in violation of the mall planning design; and 3) neither
6 proposed use is permitted under the existing zoning.

7 89. The City is obligated to comply with its own zoning ordinance, or conduct a re-
8 zoning hearing with notice to the public and consideration of the environmental effects of such
9 previously unanticipated changes in land use, neither of which has occurred.

10 90. The City has also violated all notice requirements for amendments of zoning
11 ordinances which affect the permitted use of the property by failing to hold hearings on the
12 necessary amendment removing the shopping center only restriction; and has failed to conduct
13 the necessary CEQA review as required by Public Resources Code §§ 21080, 21080.3, 21080.4,
14 21151, and Government Code § 65860.

15 91. The City and/or Real Parties in Interest should be compelled to comply with the
16 City's zoning ordinance and planning documents with respect to the property; or, in the
17 alternative, hold public hearings to re-zone the property.

18 **SECOND CAUSE OF ACTION – BREACH OF THE 2014 DEVELOPMENT**
19 **AGREEMENT**

20 92. Petitioners and Plaintiffs re-state and re-plead all allegations set forth above as
21 though fully set forth herein.

22 93. The 2014 DA, adopted by City of Elk Grove after misleading Petitioners and the
23 public by claiming that Phase 2 of Zone A could not be evaluated because its intended use was
24 unknown to the City, provides in relevant part that:

- 25 a) 2014 DA, Section 4.5, Reserved Powers, provides, in substantial part, that the City
26 reserves rights to grant or deny land use applications for the Property; approve
27 subdivision maps, parcel maps, or lot line adjustments; or adopt and apply regulations
28 mandated by Law or necessary to protect the public health and safety.

- 1 b) 2014 DA, Section 5.4, Mitigation of EIR Impacts, provides, in substantial part, that
2 Developer (herein Real Party in Interest EGTC) shall at its own cost timely satisfy
3 and comply with Mitigation Measures adopted by the City Council as part of the 2001
4 EIR.
- 5 c) 2014 DA, Section 7.3, Amendment of Project Approvals, provides, in substantial part
6 that any amendment of Project Approvals related to the permitted use of the Property,
7 density or intensity of use of the Project; maximum height or size of the proposed
8 buildings, shall require an amendment of this Agreement approved by the City
9 Council.
- 10 d) 2014 DA, Section 10.2-10.4 Right to Assign, provides, in substantial part, that no
11 assignment shall be made until the City approves of the assignment, which request
12 shall be in writing and accompanied by a certified financial statement of the proposed
13 assignee, except that the City's consent to transfer a portion less than three acres shall
14 not be required.
- 15 e) 2014 DA, Section 10.6, Further Subdivision, provides, in substantial part, that the
16 parties acknowledge that any further subdivision or parcelization of the Property must
17 comply with applicable laws and regulations and be consistent with the 2001
18 approvals.

19 94. The City breached the 2014 DA in at least the following ways: (1) the City has
20 failed to hold any hearings to determine the viability of Boyd Gaming/Wilton Rancheria to
21 adhere to the terms of the 2014 DA. Given that the stated purpose of the conveyance by EGTC
22 to Boyd/Wilton was to use Phase 2 for casino/hotel purposes, where such uses are precluded by
23 the 2014 Lent Ranch SPA, permitting any transfer or conveyance is a violation of 2014 DA at
24 §§10.2 and 10.4; (2) similarly, pursuant to §§ 5.4 and 7.3 of the 2014 DA, any amendment of
25 Project Approvals requires City approval, and where the proposed amendment changes the use,
26 the effect in terms of previously reviewed environmental impacts and any required modifications
27 must be publicly reviewed. Thus, the City's active participation in permitting the proposed
28 amendment changes and release of Mandatory Mitigation Measures and MMRP, where no city

1 hearings or public review was conducted, violate the 2014 DA; (3) §10.6 also required City
2 formal approval of further subdivision of Zone A. The City has permitted – via use of parcel
3 maps and the recordation of formal maps – restructure of Zone A into ten parcels, allowing such
4 recording to begin December 23, 2016, and continuing into January 2017. Petitioners have been
5 unable to locate any public record approving such parceling by City which result in changes to
6 the access route, formally demarcate Phase 2 into Parcel 10, and make other changes to the
7 design for the Outlet Mall.

8 95. Petitioners are informed and believe, and thereon allege that these breaches
9 occurred beginning on or about August 16, 2016, and continuing through February 8, 2017.

10 96. The City and/or Real Parties in Interest should be compelled to comply with the
11 terms of the 2014 DA.

12 **THIRD CAUSE OF ACTION – CITY BREACH OF PUBLIC RESOURCES CODE**
13 **§21081.6 AND ENFORCEMENT PER §§21166 and 21167**

14 97. Petitioners and Plaintiffs re-state and re-plead all allegations set forth above as
15 though fully set forth herein.

16 98. All entitlements under the 2014 DA relate back to the 2001 SPA EIR and
17 Mandatory Mitigation Measures adopted thereto. Public Resources Code §21081.6 requires a
18 mitigation reporting or monitoring program in order to avoid or mitigate significant project
19 effects on the environment, and the 2001 SPA EIR contained such a program. The City removed
20 the Mitigation Measures and Reporting Program from the proposed casino/hotel property on
21 January 9, 2017, without notice to the public, one month before the property was taken into
22 Trust. Such action taken without a hearing also violates CEQA’s requirements, which only
23 permit such deletions after an agency such as the City of Elk Grove holds a public hearing and
24 makes specific written findings, showing that such removal is in the best interest of the public.
25 Cal. Code Regs., 14 §15074.1, subds. (a)(b)(1) to (2), (c). No such actions were undertaken by
26 the City.

27 99. Petitioners are informed and believe, and thereon alleged that the 35-acre site is
28 not adequate to accommodate the planned project (the original Twin Cities Site was 282 acres vs.

1 the current 35-acre site); thus, the impacts to the City could be much more than actually
2 disclosed. If for example, the Casino needs to build a new sewer plant on-site, needs additional
3 space for parking, or needs space to mitigate for environmental impacts, the size of the Phase 2
4 site will prove inadequate. If the City needs more space to accommodate the planned
5 casino/hotel, then the planned Outlet Mall may never materialize, which would have a
6 devastating and irreparable impact on the Petitioners and the residents of Elk Grove.

7 100. The City should be compelled to reinstate the Mandatory Mitigations and
8 Reporting Program that was recorded against all the Lent Ranch SPA property, or as required by
9 law hold a public hearing and make explicit how the environment to be affected by the proposed
10 casino/hotel project should not be required to comply with the removed MMRP.

11 **FOURTH CAUSE OF ACTION – BREACH OF GOVERNMENT CODE HEARING AND**
12 **NOTICE PROVISIONS §65020(b); PROCEDURAL DUE PROCESS RIGHTS**
13 **[U.S. CONSTITUTION AMENDMENTS V and XIV; CALIFORNIA CONSTITUTION**
ARTICLE 1, SECTION 7.]

14 101. Petitioners and Plaintiffs re-state and re-plead all allegations set forth above as
15 though fully set forth herein.

16 102. As shown above, the Lent Ranch SPA should have been amended to permit the
17 casino/hotel intended use. Such intended actions require a public hearing by the Planning
18 Commission, and if the Planning Commission recommends approval, further hearings related to
19 the amended ordinance by the City Council. Government Code §§ 65854, 65856, with notice of
20 such hearings pursuant to Government Code §§ 65090 and 65091. The City, in concert with
21 Real Parties in Interest, beginning in 2014 evaded holding hearings regarding the actual proposed
22 use and design changes in permissible zoning, and avoided providing notice to the public of its
23 intent to permit Phase 2 to be used as a casino/hotel, and avoided notice of its determinations
24 related to any necessary environmental reviews as required by Public Resources Code §§ 21080,
25 et seq.

26 103. The only hearings or public notice regarding these substantial changes involved
27 the First Amendment to the 2014 DA, which was immediately challenged by a successful
28 referendum of over 12,000 registered voters, which ultimately forced the City to repeal its

1 ordinance removing the 1st Amendment to the DA. All attempts by members of the public to
2 raise issues related to violations of the 2014 DA, and environmental and social effects of the
3 proposed casino, were treated as irrelevant by the City Council, who repeatedly advised
4 members of the public that such hearings did not address the proposed use of Phase 2 as a
5 casino/hotel. The City's refusal to conduct hearings related to violations of the 2014 DA, the
6 assignment of interests to Boyd/Wilton, and the environmental effects of such proposed changes
7 reflect a total deprivation of basic zoning procedural safeguards and due process rights of the
8 citizens of Elk Grove, and are manifestly prejudicial – rendering the approvals of the 2014 DA,
9 and all actions by the City related to efforts to effect the defacto release of the MMRP under the
10 Lent Ranch SPA EIR, and to change zoning uses under the 2014 Lent Ranch SPA, void.

11 104. The City and/or Real Parties in Interest should be compelled to comply with the
12 City's zoning ordinance and planning documents with respect to the property; or, in the
13 alternative, hold public hearings to re-zone the property.

14 **FIFTH CUASE OF ACTION – DECLARATORY RELIEF**

15 105. Petitioners and Plaintiffs re-state and re-plead all allegations set forth above as
16 though fully set forth herein.

17 106. An actual controversy has arisen and now exists among the parties, in that
18 Petitioners make the contentions alleged above and are informed and believe, and on that basis
19 allege that the City and Real Parties in Interest Dispute these contentions.

20 107. Petitioners desire a judicial determination and declaration as to the effectiveness
21 and validity of the City's actions in: failing to comply with the City's zoning ordinance and
22 planning documents; permitting the transfer of the casino/hotel property in violation of the 2014
23 DA; removing the MMRP from the casino/hotel property; and failing to provide Petitioners with
24 adequate notice and opportunity to be heard on these matters.

25 108. A judicial declaration is necessary and appropriate at this time, under the
26 circumstances, to clarify and ascertain the rights of the parties and avoid a multiplicity of actions.

27 109. Petitioners have no adequate remedy other than injunctive relief or declaratory
28 action in this matter. Petitioners have exhausted all administrative remedies that they have.

1 Petitioners, multiple times on their own behalves and through counsel, have written and spoken
2 to the City regarding these matters in advance of filing this Petition, and their concerns have at
3 all times been dismissed as irrelevant.

4 110. At least beginning June 2016, the City has taken the position that it no longer has
5 land use authority over the subject property as a result of the plans by the Tribe that property
6 would be taken into Trust, yet all actions taken by the City and Real Parties in Interest described
7 in this Amended Petition up to February 10, 2017 were taken *before* the property was taken into
8 Trust by the BIA. Until that date the City had full authority and jurisdiction over the property,
9 and responsibility to enforce its laws, ordinances and regulations as against actions by Real
10 Parties in Interest.

11 111. The actions taken by the City as described above were in violation of the City's
12 own land planning documents, including, but not limited to, the 2014 SPA, the Mandatory
13 Mitigation Measures and the 2001 EIR, the 2014 DA, and others.

14 112. Petitioners have been harmed and will continue to be irreparably harmed if the
15 relief sought is not granted. Petitioners are all concerned citizens, residents, and tax-payers in
16 the City of Elk Grove. They have a right to see that the City enforces its own zoning and land
17 use documents, which are in place to ensure the orderly development of the City and to make
18 sure that all impacts are adequately mitigated. Here, the entire process for the casino/hotel has
19 been fast-tracked within the City of Elk Grove such that Petitioners have no assurances that the
20 casino/hotel project has adequate mitigations to protect the residents from the impacts of a
21 project of this magnitude. Petitioners allege that the irreparable injury may include, but is not
22 limited to, the following: lack of water and sewer services to the project such that the
23 casino/hotel will draw from services need by the City residents; lack of parking, creating a
24 nuisance to the community; harm to the environment – air, land, water, human, and animals – as
25 a result of the casino/hotel impacts; increased social problems and crime as a result of siting a
26 casino/hotel within City limits; undue burden on existing City services, such as the police
27 department and first-responders; and traffic problems at or near the casino/hotel site.

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PRAYER

WHEREFORE, Petitioners and Plaintiffs demand judgment against Respondent City and Real Parties in Interest as follows:

1. For alternative and peremptory writs of mandate ordering the City and/or the Real Parties in Interest to:

- a) Comply with the 2014 SPA; the 2001 EIR; the Mandatory Mitigation Measures and Mitigation Measure Reporting Plan adopted with the 2001 EIR; and the 2014 DA;
- b) Hold publicly noticed hearings regarding any proposed re-zone of Phase 2 of the Regional Mall Property from an outlet mall concept to a casino/hotel and gaming facility;
- c) Conduct analysis under local and state law to ensure that the proposed casino/hotel is adequately mitigated for and can be accommodated on the 35-acre site without requiring additional land;
- d) Conduct such inquiry and environmental analysis regarding the compatibility of the proposed casino/hotel with the balance of the Regional Mall Property that is proposed to be the Outlet Mall; and
- e) Conduct an analysis regarding environmental and physical impacts of the casino/hotel to the immediate community;

2. For a temporary restraining order, a preliminary injunction, and a permanent injunction directing the City and/or the Real Parties in Interest to not take further action on the casino/hotel until they comply with the list of items in the Paragraph 1 of this Prayer;

3. For a judicial declaration stating the rights and remedies of the parties;

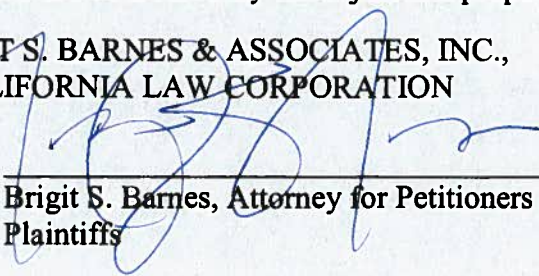
4. For costs of suit incurred in this action; and

5. For such other and further relief as this Court may deem just and proper.

Dated: March 13, 2017

BRIGIT S. BARNES & ASSOCIATES, INC.,
A CALIFORNIA LAW CORPORATION

By:



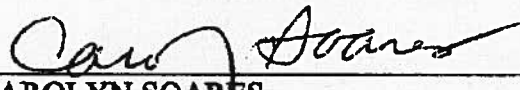
Brigit S. Barnes, Attorney for Petitioners and Plaintiffs

VERIFICATION

I, CAROLYN SOARES, declare:

I am a Petitioner and Plaintiff in the above-entitled action. I have read the foregoing VERIFIED AMENDED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DAMAGES and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information or belief, and as to those matters, I believe them to be true.

Executed on March 12, 2017, at Elk Grove, California.



CAROLYN SOARES

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1 VERIFICATION

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3 I, PATTY JOHNSON, declare:

4 I am a Petitioner and Plaintiff in the above-entitled action. I have read the foregoing VERIFIED
5 AMENDED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DAMAGES
6 and know the contents thereof. The same is true of my own knowledge, except as to those
7 matters which are therein alleged on information or belief, and as to those matters, I believe them
8 to be true.

9 Executed on March 12, 2017, at Elk Grove, California.

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13 PATTY JOHNSON
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1 VERIFICATION

2 I, JOE TEIXEIRA, declare:

3 I am a Petitioner and Plaintiff in the above-entitled action. I have read the foregoing VERIFIED
4 AMENDED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DAMAGES
5 and know the contents thereof. The same is true of my own knowledge, except as to those
6 matters which are therein alleged on information or belief, and as to those matters, I believe them
7 to be true.

8 Executed on March 13, 2017, at Sacramento, California.

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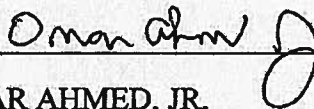
11 JOE TEIXERIA

1 VERIFICATION

2 I, OMAR AHMED, JR., declare:

3 I am a Petitioner and Plaintiff in the above-entitled action. I have read the foregoing VERIFIED
4 AMENDED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DAMAGES
5 and know the contents thereof. The same is true of my own knowledge, except as to those
6 matters which are therein alleged on information or belief, and as to those matters, I believe them
7 to be true.

8 Executed on 12 March, 2017, at Elk Grove, California.

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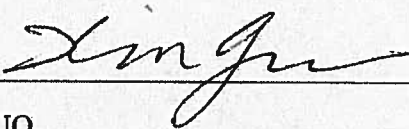
11 OMAR AHMED, JR.

1 VERIFICATION

2 I, XIN GUO, declare:

3 I am a Petitioner and Plaintiff in the above-entitled action. I have read the foregoing VERIFIED
4 AMENDED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DAMAGES
5 and know the contents thereof. The same is true of my own knowledge, except as to those
6 matters which are therein alleged on information or belief, and as to those matters, I believe them
7 to be true.

8 Executed on March 13 2017, at Elk Grove, California.

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11 _____
12 XIN GUO.

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