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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

CARPINTERIA GROUP LLC, a California
Limited Liability Company;

Petitioner and Plaintiff,

v.

THE CITY OF CARPINTERIA; and DOES 1-
100,

Respondents and Defendants

) Case No.

) **PETITION FOR WRIT OF MANDATE
AND COMPLAINT**

1 Plaintiff complains against Defendants as follows:

2 **INTRODUCTION**

3 1. This is another case in the continuing battle between cities attempting to block
4 low-income housing projects and the housing groups attempting to build that same low-income
5 housing.

6 2. Because of the cities' collective attempts to "NIMBY" any low-income housing,
7 the California Legislature passed multiple laws to reign in the cities. The City of Carpinteria is
8 in violation of those laws.

9 3. In this case, Plaintiff is a housing group who is bringing a mixed low-
10 income/market rate multifamily residential project to the City of Carpinteria.

11 4. The City has chosen to block the project in every way it can.

12 5. While this has historically, and unfortunately, been a city's prerogative, the
13 changes in the State Housing Laws thankfully no longer allow these actions.

14 6. As set forth below in more detail, these actions include, but are not limited to:

15 a. Forcing Plaintiff to pursue its Coastal Development Permit and submit it
16 to the Coastal Commission prior to the Planning Application even being
17 deemed complete in violation of Government Code Sections 65589.5 and
18 65943.

19 b. Insisting on a Local Coastal Plan Amendment in violation of Government
20 Code Section 65943.

21 c. Blocking the tentative parcel map being applied for on one hand, while
22 also insisting that the tentative parcel map be completed prior to
23 evaluation of the project in violation of Government Code Section 65943.

24 d. Claiming that Plaintiff's utility plans are insufficient despite meeting all of
25 the stated requirements of Government Code Section 65943.

26 e. According to the City's submittal requirement checklist water and sewer
27 "will-serve" letters are only required for ADU projects. This project does
28

1 not involve ADU's. Nonetheless, the City contends that the planning
2 application is incomplete because it does not have will-serve letters for
3 water and sewer in violation of Government Code Sections 65589.5 and
4 65943.

5 f. Under the Santa Barbara County Code of Ordinances, a project requires a
6 Tier 3 Stormwater Management Plan if it creates or replaces 15,000-
7 22,500 square feet of impervious surface and requires a Tier 4 Stormwater
8 Management Plan if the project creates or replaces over 22,500 square feet
9 of impervious surface. This project creates or replaces 21,900 square feet
10 of impervious surface. Nonetheless, the City claims that the application is
11 incomplete without a Tier 4 Stormwater Management Plan in violation of
12 Government Code Section 65589.5, Government Code Section 65943 and
13 the Santa Barbara County Code of Ordinances.

14 g. Claiming that Plaintiff's full application is incomplete because of a lack of
15 easement information despite the fact that the City's submittal requirement
16 checklist does not require easement information and despite the fact that
17 Plaintiff provided information on all easements for the project. This
18 violates Government Code Section 65589.5 and Government Code
19 Section 65943.

20 h. Requiring fees well in excess of allowable rates in violation of California
21 Constitution Article XIII and Government Code Sections 66000 et seq.

22 7. As it related to the fees, Plaintiff submitted a Public Records Act request on
23 November 24, 2025. The Public Records Act request sought the following records:

- 24 a. All invoices related to this project from Brownstein Hyatt Farber Schreck.
25 b. All current salary information for Bret McNulty, Nicholas Bobroff, Megan
26 Musolf, and Mindy Fogg.
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- c. All timesheets showing work on this project by Bret McNulty, Nicholas Bobroff, Megan Musolf, and Mindy Fogg.
- d. All internal correspondence regarding this project for the City of Carpinteria.
- e. All invoices for all other development projects issued since 2020.

8. The City refused to provide a response as required by law within 10 days.

9. While the City has since agreed to come into partial compliance, it remains out of compliance with both the State Housing Laws and the Public Records Act.

10. The third item is that under the new rubric set forth in *New Commune DLTA v. City of Redondo Beach* the City's Housing Element is non-compliant.

PARTIES

11. Plaintiff Carpinteria Group LLC, is a California Limited Liability Company.

12. Plaintiffs are informed and believe, and thereon allege, that Defendant City of Carpinteria is a city incorporated in the County of Santa Barbara in the State of California.

13. The true names and capacities of defendants named as Doe 1 through Doe 100, inclusive, are presently unknown to Plaintiffs. Plaintiffs will amend this complaint, setting forth the true names and capacities of these fictitious defendants when they are ascertained. Plaintiffs are informed and believe, and on that basis alleges, that each of the fictitious defendants has participated in the acts alleged in this complaint to have been done by the named defendants.

14. Plaintiffs are informed and believe, and on that basis allege, that at all relevant times each of the defendants, whether named or fictitious, was the agent or employee of each of the other defendants, and in doing the things alleged to have been done in the Complaint, acted within the scope of such agency or employment, or ratified the acts of the other.

15. Plaintiffs are informed and believe, and on that basis allege, that at all relevant times each of the defendants, whether named or fictitious, was the alter-ego of each of the other defendants, and in doing the things alleged to have been done in the Complaint, acted with a unity of interest such that the separate personalities of the corporate entity and the individual

1 defendants do not in reality exist and honoring the separate entities would result in an inequitable
2 result.

3 **VENUE**

4 16. Venue is proper in Santa Barbara because the action is one for a writ of mandate,
5 declaratory relief, violations of the Public Records Act, and violations of municipal housing code
6 requirements centered on property located in Carpinteria, California, which is located in Santa
7 Barbara County.

8 **BACKGROUND AND FACTUAL ALLEGATIONS**

9 **The Housing Crisis**

10 17. Californians continue to suffer under a housing affordability crisis. As the
11 Legislature has found, “[t]he lack of housing . . . is a critical problem that threatens the
12 economic, environmental, and social quality of life in California.” (Gov. Code, § 65589.5, subd.
13 (a)(1)(A), (B).) This crisis is “hurting millions of Californians, robbing future generations of the
14 chance to call California home, stifling economic opportunities for workers and businesses,
15 worsening poverty and homelessness, and undermining the state’s environmental and climate
16 objectives.” (Id., subd. (a)(2)(A).)

17 18. A key contributor to this crisis is the failure of local governments to plan for the
18 necessary housing supply. To remedy this, the Legislature requires local governments to include
19 housing elements in their general plans. A housing element must include, among other things, an
20 assessment of housing needs, an inventory of resources and constraints relevant to meeting those
21 needs, and a program to implement the policies, goals, and objectives of the housing element.
22 (Gov. Code, § 65580 et seq.)

23 19. Local governments that do not prepare a housing element substantially in
24 compliance with state law, thereby failing to plan for an adequate supply of housing, become
25 subject to various legal consequences. For example, a local agency that fails to adopt a
26 substantially compliant housing element becomes subject to the so-called “Builder’s Remedy”
27 provision of the Housing Accountability Act. (Gov. Code, § 65589.5) A local agency without a
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1 substantially compliant housing element may not deny, or apply conditions that make infeasible,
2 a housing development project for very low-, low-, or moderate-income households on the basis
3 of inconsistency with a zoning ordinance and land use designation in any general plan element.
4 (Gov. Code, § 65589.5, subd. (d)(5).)

5 20. In another effort to alleviate the housing crisis, the Legislature has repeatedly
6 amended the housing laws to encourage, and streamline the approval of, permits for accessory
7 dwelling units (“ADUs”) throughout the state. (See generally, Gov. Code, §§ 65852.150,
8 65852.2, 65852.22.) These units are typically small, easily-constructed residential structures
9 installed as secondary housing units on a single-family property. Current ADU law requires local
10 agencies to approve ADU projects ministerially, or if denied, provide comments to the applicant
11 regarding deficiencies and a description of how the application can be remedied.

12 21. And, in 2021, the Legislature passed the California Housing Opportunity and
13 More Efficiency Act (“HOME Act,” or “SB 9”) to streamline the permitting process and remove
14 regulatory barriers for subdividing residential lots into multifamily housing projects like
15 duplexes, triplexes, and four-plexes that are more affordable to middle-class households.

16 22. As part of this legislative process, the Legislature also streamlined the permitting
17 of homeless shelters and temporary housing..

18 23. The Legislature has declared that “[t]he availability of housing is of vital
19 statewide importance, and the early attainment of decent housing and a suitable living
20 environment for every Californian . . . is a priority of the highest order.” (Gov. Code, § 65580,
21 subd. (a).)

22 24. California has a crisis-level housing shortage that stems from the failure of local
23 governments to approve affordable housing to meet the needs of all Californians. For decades,
24 the Legislature has found that California has been suffering from “a severe shortage of affordable
25 housing, especially for persons and families of low and moderate income” and that “there is an
26 immediate need to encourage the development of new housing.” (*Ruegg & Ellsworth v. City of*
27 *Berkeley* (2021) 63 Cal.App.5th 277, 295, quoting Gov. Code, § 65913.)
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1 update their housing elements every five or eight years. (See *id.*, subd. (e)(3).) Each five- or
2 eight-year cycle is known as a “planning period.” (See *id.*, subd. (f)(1).)

3 30. The process of updating a housing element begins with HCD’s determination of a
4 Regional Housing Need Allocation (“RHNA”) for the region for a given planning period. (Gov.
5 Code, § 65584, subd. (a)(1).) The RHNA sets goals for housing affordable to various income
6 levels. To arrive at the RHNA, HCD starts with demographic population information from the
7 California Department of Finance and uses a formula to calculate a figure for each region’s
8 planning body, known as a “council of governments” (“COG”). Each COG (in this case, the
9 Southern California Association of Governments) also uses its own demographic figures to
10 calculate the regional housing need. Each COG coordinates with HCD to arrive at a final figure,
11 taking into account factors not captured in the calculations. This final figure is the RHNA. (See
12 *id.*, § 65584.01.) Once the RHNA is set, the COG is responsible for allocating the housing need
13 among all of the cities and counties within that region. (Gov. Code, § 65584, subd. (b).) Each
14 local government must then prepare a housing element that identifies adequate sites to
15 accommodate that jurisdiction’s fair share of the RHNA at each income level. (*Id.*, §§ 65583,
16 65583.2.))

17 31. Each local government must submit its draft housing element to HCD before
18 adoption. (Gov. Code, § 65585, subd. (b)(1).) HCD must review the draft element and issue
19 findings as to whether the draft substantially complies with the Housing Element Law. (*Id.*,
20 subds. (b)(3), (d).) After adopting the final housing element, the local government must again
21 submit the element to HCD, and HCD must again review and report its findings to the local
22 government. (*Id.*, subds. (g), (h).)

23 **The Housing Accountability Act and the “Builder’s Remedy”**

24 32. The Legislature originally enacted the Housing Accountability Act (“HAA”) in
25 1982 in an effort to compel local governments to approve more housing, and has repeatedly
26 amended the law to increase its effectiveness. (Gov. Code, § 65589.5, subd. (a); *Ruegg*, *supra*, 63
27 Cal.App.5th at pp. 295–297.) In 1990, the Legislature made the HAA expressly applicable to
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1 charter cities. (*California Renters Legal Advoc. & Educ. Fund v. City of San Mateo* (2021) 68
2 Cal. App. 5th 820, 835.)

3 33. In general, the HAA provides that when a proposed housing development
4 complies with applicable general plan, zoning, and development policies, the local agency may
5 disapprove the project (or approve it on condition that it be developed at lower density) only if
6 the local agency finds that the project would have a specific, adverse, and unavoidable impact on
7 public health or safety. (Gov. Code, § 65589.5, subd. (j)(1).)

8 34. Specifically, a local agency must approve any housing development project that
9 complies with locally adopted objective standards, unless it can make two written findings based
10 on a preponderance of evidence in the record. (Gov. Code, § 65589.5, subd. (j)(1).) First, the
11 proposed development must have a significant and adverse impact on public health or safety.
12 (*Id.*, subd. (j)(1)(A).) Second, disapproval must be the only means of mitigating or avoiding the
13 impact. (*Id.*, subd. (j)(1)(B).) These findings must be project-specific, and the public health or
14 safety impact must constitute “a significant, quantifiable, direct, and unavoidable impact, based
15 on objective, identified written public health or safety standards, policies, or conditions as they
16 existed on the date the application was deemed complete.” (*Id.*, subd. (j)(1)(A).)

17 35. If the local agency considers a proposed housing development project to be
18 inconsistent, not in compliance, or not in conformity with an applicable objective standard, it
19 must provide the project applicant with “written documentation” that identifies the applicable
20 provision or provisions, along with “an explanation of the reason or reasons it considers the
21 housing development to be inconsistent, not in compliance, or not in conformity” with those
22 standards. This explanation is due within 30 days an application is deemed complete for a
23 housing development with 150 or fewer housing units, or within 60 days an application is
24 deemed complete for a housing development with more than 150 housing units. (*Id.*, subd.
25 (j)(2)(A).) If this documentation is not provided by the applicable deadline, the application is
26 deemed consistent with the applicable standards. (*Id.*, subd. (j)(2)(B).)

1 36. The foregoing provisions of subdivision (j) apply to all housing development
2 projects. Where a proposed housing development includes affordable housing, a local agency's
3 discretion to deny the project is even further constrained. (*Id.*, subd. (d).) An affordable housing
4 project may only be denied under five specific and narrow circumstances.

5 37. The 1990 HAA amendments modified subdivision (d) to provide that cities and
6 counties could only deny, or apply conditions that make infeasible, a housing development
7 project for very low-, low- or moderate-income households or an emergency shelter if they are
8 able to make one of five specific findings. (Gov. Code, § 65589.5, subd. (d).) Those five
9 findings, paraphrased, are:

- 10 a. The city or county has met or exceeded its RHNA for the proposed income
11 categories in the development.
- 12 b. The housing development or emergency shelter would have a specific adverse
13 impact on public health and safety, and there is no way to mitigate or avoid the
14 impact without making the development unaffordable. Such an impact must be
15 based on objective, written public health or safety standards in place when the
16 application was deemed complete.
- 17 c. The denial or imposition of conditions is required to comply with state or federal
18 law, and there is no feasible method to comply without making the development
19 unaffordable.
- 20 d. The project is proposed on land zoned for agriculture or resource preservation that
21 is surrounded on at least two sides by land being used for agriculture or resource
22 preservation, or there are not adequate water or sewage facilities to serve the
23 project.
- 24 e. The project is inconsistent with both the zoning ordinance and the land use
25 designation as specified in any general plan element, and the jurisdiction has
26 adopted a substantially compliant housing element.

1 HCD. The database is located online at <https://www.hcd.ca.gov/planning-and-community->
2 [development/housing-open-data-tools/housing-element-review-and-compliance-report](https://www.hcd.ca.gov/planning-and-community-development/housing-open-data-tools/housing-element-review-and-compliance-report)

3 43. During the period Plaintiff submitted its SB330 Builder’s Remedy Preliminary
4 Application, according to the HCD’s Housing Element Compliance Report the City’s Housing
5 Element was “Out of Compliance”.

6 44. As such, at the time it was required to allow Builder’s Remedy applications and
7 process those applications subject to the laws and procedures set forth above and in the Code.

8 **The City’s Refusal To Comply**

9 **With The State Housing Laws On This Project**

10 45. Plaintiff submitted its SB330 Builder’s Remedy Preliminary Application to the
11 City on December 30, 2024.

12 46. Plaintiff submitted its full application for the project on June 20, 2025.

13 47. The City initially refused to accept payment and took the position that the project
14 was not submitted until payment was made.

15 48. The City eventually relented after Plaintiff came in person to pay the fees and the
16 City could not reject them in person.

17 49. On July 18, 2025, the City issued an incomplete letter for the full application.

18 50. While much of the incomplete letter was based on illegal and improper demands
19 by the City, Plaintiff complied with the letter except those items that were so egregious that they
20 would have violated Government Code Section 65589.5(h)(6)(E), which prohibits the City from
21 causing “unnecessary delay or needless increases in the cost of the proposed housing
22 development project.”

23 51. The revised application was submitted on September 30, 2025.

24 52. On October 29, 2025, the City issued another incomplete letter for the revised
25 application.

26 53. Once again, the City insisted upon multiple illegal and improper items as a basis
27 for finding the application incomplete.
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1 54. Nonetheless, Plaintiff once again added more information to the application (at
2 significant expense) despite the items being illegal and improper.

3 55. Plaintiff submitted its third full application for the project on or about November
4 25, 2025. This is the application that is the basis for this lawsuit.

5 56. The City issued an “incomplete” letter for the application.

6 57. This “incomplete” letter stated that the application was incomplete for a variety of
7 reasons which violated the State Housing laws.

8 58. As a preliminary matter, Plaintiff should explain the submittal requirement
9 checklist process.

10 59. Every municipality is required to have a “submittal requirement checklist” that
11 spells out all of the requirements for a development project.

12 60. For an application to be deemed “complete”, the applicant must simply submit the
13 items on the submittal requirement checklist.

14 61. A municipality cannot require items that are not part of the submittal requirement
15 checklist for

16 62. The City of Carpinteria has a submittal requirement checklist.

17 63. However, it now seeks to go well beyond their own submittal requirement
18 checklist.

19 64. These actions include, but are not limited to:

20 a. Forcing Plaintiff to pursue its Coastal Development Permit and submit it
21 to the Coastal Commission prior to the Planning Application even being
22 deemed complete in violation of Government Code Sections 65589.5 and
23 65943.

24 b. Insisting on a Local Coastal Plan Amendment in violation of Government
25 Code Section 65943.

- 1 c. Blocking the tentative parcel map being applied for on one hand, while
2 also insisting that the tentative parcel map be completed prior to
3 evaluation of the project in violation of Government Code Section 65943.
- 4 d. Claiming that Plaintiff's utility plans are insufficient despite meeting all of
5 the stated requirements of Government Code Section 65943.
- 6 e. According to the City's submittal requirement checklist water and sewer
7 "will-serve" letters are only required for ADU projects. This project does
8 not involve ADU's. Nonetheless, the City contends that the planning
9 application is incomplete because it does not have will-serve letters for
10 water and sewer in violation of Government Code Sections 65589.5 and
11 65943.
- 12 f. Under the Santa Barbara County Code of Ordinances, a project requires a
13 Tier 3 Stormwater Management Plan if it creates or replaces 15,000-
14 22,500 square feet of impervious surface and requires a Tier 4 Stormwater
15 Management Plan if the project creates or replaces over 22,500 square feet
16 of impervious surface. This project creates or replaces 21,900 square feet
17 of impervious surface. Nonetheless, the City claims that the application is
18 incomplete without a Tier 4 Stormwater Management Plan in violation of
19 Government Code Section 65589.5, Government Code Section 65943 and
20 the Santa Barbara County Code of Ordinances.
- 21 g. Claiming that Plaintiff's full application is incomplete because of a lack of
22 easement information despite the fact that the City's submittal requirement
23 checklist does not require easement information and despite the fact that
24 Plaintiff provided information on all easements for the project. This
25 violates Government Code Section 65589.5 and Government Code
26 Section 65943.
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1 h. Requiring fees well in excess of allowable rates in violation of California
2 Constitution Article XIII and Government Code Sections 66000 et seq.

3 65. Plaintiff initiated the administrative procedures involving challenging all of these
4 actions under Government Code Section 65589.5(h)(6)(D), but to date the City has refused to
5 come into compliance with the State Housing Laws.

6 **The City's Failure To Comply With The Public Records Act**

7 66. When the City insisted that it could charge fees for its employees at well over
8 quadruple their annual salaries, Plaintiff submitted a Public Records Act request to the City on
9 November 24, 2025.

10 67. The Public Records Act request sought the following records:

- 11 a. All invoices related to this project from Brownstein Hyatt Farber Schreck.
12 b. All current salary information for Bret McNulty, Nicholas Bobroff, Megan
13 Musolf, and Mindy Fogg.
14 c. All timesheets showing work on this project by Bret McNulty, Nicholas
15 Bobroff, Megan Musolf, and Mindy Fogg.
16 d. All internal correspondence regarding this project for the City of
17 Carpinteria.
18 e. All invoices for all other development projects issued since 2020.

19 68. The City was required to provide a response within 10 days.

20 69. The City refused to do so.

21 70. Plaintiff acknowledges that the City has belatedly come into partial compliance,
22 but remains significantly out of compliance with the Public Records Act as well.

23 **The City's Housing Element Is No Longer Valid Under The New Rubric Set Forth In New**

24 **Commune DTLA v. City Of Redondo Beach**

25 71. A new case regarding evaluation of Housing Elements was recently published by
26 the California Courts of Appeal.
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1 **SECOND CAUSE OF ACTION**

2 **(Public Records Act)**

3 84. Plaintiff incorporates each of the allegations set forth above.

4 85. Plaintiff submitted a request for documents under the California Public Records
5 Act on November 24, 2025.

6 86. The City refused to comply by providing a response within 10 days.

7 87. The City has since come into partial compliance, but remains substantively out of
8 compliance as to the majority of the requests.

9 88. Therefore, Plaintiff requests the Court order the City come into compliance with
10 the Public Records Act.

11 **THIRD CAUSE OF ACTION**

12 **(Violations of State Housing Laws)**

13 89. Plaintiff incorporates each of the allegations set forth above.

14 90. As set forth above and in the previous complaints, there were numerous violations
15 of the Housing Crisis Act, Housing Accountability Act, Permit Streamlining Act, and other state
16 laws that have been corrected by Defendant as a result of this lawsuit.

17 91. As well, Defendant's position that Plaintiff does not have vested rights because
18 they are limited to only one revision on their full Planning Application is a current violation of
19 the Housing Crisis Act, Housing Accountability Act, Permit Streamlining Act, and other state
20 laws.

21 92. Plaintiff further believes that Defendants do not intend to become compliant with
22 these laws.

23 93. Further, based upon information and belief, Plaintiff alleges that Defendants are
24 deliberately defying applicable state law. It is necessary and appropriate for the Court to render
25 a judgment with respect to the Town's refusal to accept and process Builder's Remedy
26 applications in compliance with the HAA, HCA, and PSA.
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VERIFICATION

I, Ben Eilenberg, declare:

I am the COO of Plaintiff in the above-entitled matter.

I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

Executed on February 24, 2026, at Fullerton, Orange County, California.

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

