

**[Exempt From Filing Fee  
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COUNTY OF LOS ANGELES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

COUNTY OF LOS ANGELES,  
  
Petitioner/Plaintiff,  
  
v.  
  
CITY OF NORWALK and DOES 1-10,  
inclusive,  
  
Respondents/Defendants.

**CASE NO. 20STCP01480  
PETITION FOR WRIT OF MANDATE  
(C.C.P. § 1085)  
COMPLAINT FOR DECLARATORY  
AND INJUNCTIVE RELIEF**

Petitioner and Plaintiff County of Los Angeles (“County,” “Petitioner” or “Plaintiff”) petitions this Court for a writ of mandate, as well as declaratory and injunctive relief (the “Petition”), against Respondent and Defendant City of Norwalk (“Norwalk,” “Respondent” or “Defendant”) and Does 1 through 10, inclusive, as follows:

**I. THIS IS A MATTER OF GREAT URGENCY**

1. California and the world are facing an unprecedented public health crisis due to the spread of COVID-19. There are international, federal, state, and local declarations of emergency in place to address this life-threatening crisis.

2. This is about the State of California protecting its residents. Under the California Emergency Services Act, the State has the authority to direct counties and cities to take action to protect people and property. The counties and cities are required to comply with any State orders issued during a state of emergency.

3. By directing counties and cities to comply with the State’s orders, the California Emergency Services Act ensures that all emergency services functions are coordinated in the most efficient, and effective, manner possible.

4. As applicable here, the State has created a program called “Project Roomkey” to save the lives of its most vulnerable residents and protect others from infection. To that end, the California Governor has directed counties to secure emergency temporary housing for individuals experiencing homelessness who are at risk of contracting COVID-19, including by utilizing private hotels and motels.

5. Individuals experiencing homelessness are particularly susceptible and vulnerable to contracting and spreading COVID-19 due to reduced access to basic hygiene practices, close interactions, and limited access to health services. Project Roomkey will save lives and reduce the burden on the healthcare system, which benefits all residents of Los Angeles County.

6. The County, in partnership with the State, City of Los Angeles, and the Los Angeles Homeless Services Authority (“LAHSA”), is undertaking an unprecedented effort to establish temporary housing at hotels and motels in local communities to protect vulnerable individuals and slow the spread of this disease. The County is emphasizing the need to secure

1 shelter and necessary support for individuals experiencing homelessness who are at high risk, such  
2 as people over 65 or those with certain underlying health conditions. In turn, Project Roomkey  
3 has been welcomed by many hotels and motels that are experiencing the severe economic effects  
4 of the COVID-19 crisis.

5 7. While many cities, and hotels and motels, have been eager to help the County  
6 implement Project Roomkey, a certain city has resisted the County's efforts to secure temporary  
7 emergency housing.

8 8. The City of Norwalk ("Norwalk") is that city. Norwalk has enacted legislation  
9 directly contrary to, and in violation of, the Governor's declaration of an emergency and his  
10 issuance of Executive Orders, in contravention of the California Emergency Services Act.

11 9. On April 21, 2020, Norwalk directed a participating hotel to "retract and withdraw"  
12 its contract with the County and threatened to take immediate action to revoke its permits,  
13 business licenses and other municipal entitlements. At an emergency meeting of the City Council  
14 that same day, Norwalk enacted Urgency Ordinance No. 20-1716U to assert "local control over  
15 land use and related activities during the current state of emergency." The ordinance is a self-  
16 described "Moratorium" with the express purpose "to prohibit owners and/or operators of hotels  
17 and motels located in the City of Norwalk from converting or utilizing businesses or properties for  
18 homeless housing purposes or uses [or for COVID-19 housing or related uses or purposes],  
19 without prior city approval" (the "Norwalk Moratorium").

20 10. The Norwalk Moratorium is directly aimed at Project Roomkey and seeks to  
21 impede statewide efforts to minimize the public health fallout from the COVID-19 emergency.  
22 The Norwalk Moratorium is contrary to established, long-standing, and critical California law.

23 11. Under the California Emergency Services Act and Governor Gavin Newsom's  
24 Executive Orders, the political subdivisions—including both counties and cities—have a  
25 *mandatory duty* to take all measures to carry out the Governor's emergency plans. Those plans  
26 include Project Roomkey, along with other County programs designed to bring vulnerable  
27 individuals experiencing homelessness indoors.

28 12. Immediate action is necessary to effectuate the Governor's emergency orders and

1 save the lives of thousands of California's most vulnerable residents.

2 13. The County brings two causes of action: (1) a petition for writ of mandate  
3 compelling Norwalk to comply with the Emergency Services Act and the Governor's Executive  
4 Orders by allowing the County to implement Project Roomkey, and other temporary emergency  
5 housing programs for at-risk individuals experiencing homelessness; and (2) declaratory relief  
6 declaring that the Emergency Services Act bars any actions intended to prohibit or inhibit the  
7 ability of businesses in Norwalk to participate in Project Roomkey or other temporary emergency  
8 housing programs for at-risk individuals experiencing homelessness, and declaring that any such  
9 acts (including, but not limited to, the Norwalk Moratorium) are invalid and unenforceable during  
10 a state of emergency.

11 14. The County will also seek the issuance of appropriate equitable and injunctive  
12 relief, including a temporary restraining order and/or preliminary injunction, directing Norwalk to  
13 allow the County to implement Project Roomkey and other temporary emergency housing  
14 programs, to immediately suspend enforcement of the Norwalk Moratorium, and to cease any  
15 actions intended to prohibit or inhibit the ability of businesses in Norwalk to participate in  
16 Project Roomkey or other temporary emergency housing programs.

17 15. Immediate action is necessary to effectuate the State and County emergency orders,  
18 conserve critical public health resources and save the lives of tens of thousands of California's  
19 most vulnerable residents.

20 **II. THE PARTIES**

21 16. Petitioner and Plaintiff County of Los Angeles is a charter county organized under  
22 the laws of the State of California.

23 17. Respondent and Defendant City of Norwalk is a charter city organized under the  
24 laws of the State of California.

25 18. The County does not know the true names or capacities of Respondents and  
26 Defendants designated Does 1 through 10, inclusive, and therefore sues said Respondents and  
27 Defendants under fictitious names. The County will amend this Petition and Complaint to show  
28 their true names and capacities when ascertained.

1 **III. JURISDICTION AND VENUE**

2 19. This Court has jurisdiction over this action pursuant to California Constitution  
3 Article VI, Section 10; California Code of Civil Procedure section 410.10; and California Code of  
4 Civil Procedure section 1085.

5 20. Venue in this Court is proper under California Code of Civil Procedure section 401  
6 because the conduct complained of herein occurred in the County of Los Angeles and the  
7 Respondent/Defendant is located in the County of Los Angeles.

8 21. The County has performed all conditions precedent to filing this action.

9 **IV. FACTUAL ALLEGATIONS**

10 **A. Federal, State, And Local Emergencies Are Declared Over COVID-19**

11 22. On March 4, 2020, the Governor of the State of California proclaimed a State of  
12 Emergency to exist in California as a result of COVID-19.

13 23. On March 4, 2020, the Los Angeles County Board of Supervisors issued a  
14 proclamation declaring a local emergency within the County due to COVID-19.

15 24. On March 4, 2020, the Los Angeles County Health Officer issued a Declaration of  
16 Local Health Emergency due to the introduction of COVID-19 cases in the County.

17 25. On March 12, 2020, the Governor issued an Executive Order (N-25-20) that,  
18 among other things, included the following directive:

19 The California Health and Human Services Agency and the Office of  
20 Emergency Services shall identify, and shall otherwise be prepared to  
21 make available—including through the execution of any necessary  
22 contracts or other agreements and, if necessary, through the exercise of  
the State's power to commandeer property—hotels and other places of  
temporary residence . . . .

23 26. On March 13, 2020, the President of the United States issued an Emergency  
24 Declaration.

25 **B. The California Emergency Services Act**

26 27. Under the California Emergency Services Act, the Governor of the State of  
27 California has broad authority to promulgate orders and regulations for the protection of life and  
28 property. Cal. Gov't Code §§ 8550 *et seq.*

1           28.     A key purpose of the California Emergency Services Act is to ensure that  
2 “all emergency services functions” of the State and local governments, the federal government,  
3 and private agencies are “coordinated ... to the end that the most effective use may be made of all  
4 manpower, resources, and facilities for dealing with any emergency that may occur.” Cal. Gov’t  
5 Code § 8550(e).

6           29.     The Governor is charged with coordinating emergency plans and programs for all  
7 local agencies. Cal. Gov’t Code § 8569.

8           30.     Counties and cities, in turn, are obligated to “take such action as may be necessary  
9 to carry out the provisions” of the Governor’s emergency plans. Cal. Gov’t Code § 8568.

10          31.     The County is also authorized to create, implement, and enforce its own programs,  
11 like the quarantine and isolation programs. Cal. Gov’t Code § 8634.

12          32.     If there are conflicts between county and city emergency ordinances/orders, the  
13 county’s emergency ordinances/orders control. 62 Op. Cal. Att’y Gen. 701 (1979).

14           **C.     The Governor Announces Project Roomkey And Related Funding**

15          33.     On March 18, 2020, the Governor announced \$150 million in emergency funding  
16 to find a way to move individuals experiencing homelessness indoors. Of the \$150 million,  
17 \$50 million was to be used for buying travel trailers and leasing hotels, motels, and other  
18 temporary housing facilities.

19          34.     The Governor also issued Executive Order N-32-20, which states:

20                   [The emergency of COVID-19 necessitates a more focused approach,  
21 including emergency protective measures to bring unsheltered  
22 Californians safely indoors, expand shelter capacity, maintain health  
23 and sanitation standards and institute medically indicated interventions,  
and add new isolation and quarantine capacity to California’s shelter  
and housing inventory to slow the spread of the pandemic.

24          35.     Executive Order N-32-20 suspended certain statutes to make clear that available  
25 funds could be used for “addressing the impacts of the COVID-19 pandemic on homeless  
26 individuals.”

27          36.     On April 3, 2020, the Governor announced Project Roomkey. Project Roomkey is  
28 intended to protect “high risk” individuals, which FEMA defines as persons experiencing

1 homelessness who are over 65 years of age or who have certain underlying health conditions  
2 (respiratory, compromised immunities, chronic disease), and who require emergency non-  
3 congregate shelter as a social distancing measure.

4 37. According to the Governor, the goal of Project Roomkey is to secure “thousands of  
5 isolation rooms in hotels and motels for extremely vulnerable individuals experiencing  
6 homelessness to help flatten the curve and preserve hospital capacity.” The Governor received  
7 approval for a 75 percent cost-share reimbursement from FEMA, making California the first state  
8 to receive FEMA’s approval for this type of project. The State identified more than 950 potential  
9 lodging facilities for these individuals.

10 38. The Governor directed counties to implement the program. The Homelessness  
11 Branch of the California Department of Social Services provided guidance to counties statewide.

12 **D. The County Implements Emergency Temporary Housing Programs**

13 39. The County acted quickly to protect its most vulnerable residents. The County  
14 immediately began negotiating with hotel and motel owners to provide beds for individuals  
15 diagnosed with or exhibiting symptoms of COVID-19, as well as the individuals experiencing  
16 homelessness who are most at risk of contracting COVID-19.

17 40. The County entered into its first contract for an isolation and quarantine facility in  
18 mid-March 2020, followed by its first contracts for hotel and motel beds for individuals at risk of  
19 contracting COVID-19 on March 31, 2020. The County has secured more than 2,500 hotel and  
20 motel rooms at over 250 hotels across the region.

21 41. Through both Project Roomkey and the County’s isolation and quarantine  
22 programs, the County is working to provide temporary housing, with specific emphasis on  
23 individuals experiencing homelessness. The County is providing shelter and necessary support to  
24 those individuals who have no alternative isolation or quarantine housing option.

25 42. These sites are essential to ensuring that those who are impacted by COVID-19, but  
26 who do not require hospitalization, can be cared for in a way that protects the community and does  
27 not overburden the County healthcare system.

1           **E.     Norwalk Objects To Project Roomkey**

2           43.     On or about April 15, 2020, the County entered into an occupancy agreement with  
3 a Norwalk hotel. The hotel agreed to provide temporary housing for at-risks individuals  
4 experiencing homelessness who were not experiencing COVID-19 symptoms.

5           44.     The occupancy agreement specifically stated that it was entered into “**pursuant to**  
6 **the Governor’s State of Emergency Proclamation dated March 4, 2020 and Executive Order**  
7 **N-25-20, in response to COVID-19, and is directly related to that emergency and necessary**  
8 **for the preservation of public health and safety.”**

9           45.     On April 20, 2020, Norwalk called a special meeting of its City Council to consider  
10 passing the Norwalk Moratorium, an urgency ordinance enacting a moratorium “to prohibit  
11 owners and/or operators of hotels and motels located in the City of Norwalk from converting or  
12 utilizing businesses or properties for homeless housing purposes or uses [or for COVID-19  
13 housing or related uses or purposes], without prior city approval.”

14           46.     The ordinance also sought to “restat[e] and reaffirm[] the importance of local  
15 control over land use and related activities during the current state of emergency.”

16           **F.     Norwalk Threatens Legal Action And Passes The Norwalk Moratorium**

17           47.     On April 21, 2020, Norwalk wrote to a hotel that had entered into an occupancy  
18 agreement with the County and threatened legal action if the hotel did not “immediately retract  
19 and withdraw [its] contract with the State and County for the intended illegal use of [its]  
20 Property.” The letter directed the hotel to cancel its contract by April 22, 2020.

21           48.     On April 21, 2020, the Norwalk City Council held a special meeting via  
22 teleconference and passed the Norwalk Moratorium. Because it was an urgency ordinance, it  
23 became effective immediately.

24           49.     The State and the County’s emergency public health programs are the direct target  
25 of the City’s actions. In the Norwalk Moratorium, the City Council stated its desire to “prohibit”  
26 owners and/or operators of hotels and motels located in the City of Norwalk from using their  
27 businesses or properties for homeless housing purposes or COVID-19 housing purposes “without  
28 prior City approval.” Moreover, Norwalk stated that “[a]ny request for such use must be



1 evaluated by City staff and approved by the City Council prior to such use being put into effect.”

2 50. Norwalk asserted “local control” during this emergency period and enacted local  
3 barriers to the implementation of these vital State and County public health programs, which it  
4 described as the “unscrupulous” use of hotels and motels for unsanctioned housing and COVID-19  
5 related uses.

6 51. While the County attempted to resolve this dispute informally, it was unable to do  
7 so. The County brings this action to compel Norwalk to comply with the California Emergency  
8 Services Act and the Governor’s Executive Orders by allowing the County to implement  
9 Project Roomkey and related temporary emergency housing programs.

10 **FIRST CAUSE OF ACTION FOR PETITION FOR WRIT OF MANDATE (C.C.P. § 1085)**

11 **(Against All Defendants/Respondents)**

12 52. The County incorporates and realleges the allegations in paragraphs 1 through 51,  
13 inclusive, as if fully set forth herein.

14 53. Norwalk, and those officers and employees acting by and through its authority,  
15 have a clear, present, and ministerial duty to act in accordance with the California Emergency  
16 Services Act and the Governor’s Executive Orders by allowing the County to implement Project  
17 Roomkey and other temporary emergency housing programs for at-risk individuals experiencing  
18 homelessness during the COVID-19 health crisis.

19 54. Norwalk, by passing the Norwalk Moratorium and interfering with the County’s  
20 occupancy agreements by threatening legal and municipal actions against businesses participating  
21 in Project Roomkey or other temporary emergency housing programs for at-risk individuals  
22 experiencing homelessness, is acting contrary to its duty to comply with the California Emergency  
23 Services Act and the Governor’s Executive Orders.

24 55. Norwalk’s actions have caused, and will continue to cause, irreparable harm to the  
25 County. Norwalk’s actions are impeding the County’s ability to save lives and minimize the  
26 impact on the strained healthcare system during a state of emergency.

27 56. The County has no adequate remedy at law. Absent judicial relief, Norwalk will  
28 block the County’s efforts to establish temporary housing for at-risk individuals experiencing

1 homeless and subject participating hotels and motels to unlawful consequences for their  
2 participation in this critical public health program.

3 57. The County has performed all conditions precedent to filing this action.

4 **SECOND CAUSE OF ACTION FOR DECLARATORY RELIEF**

5 **(Against All Defendants/Respondents)**

6 58. The County incorporates and realleges the allegations in paragraphs 1 through 57,  
7 inclusive, as if fully set forth herein.

8 59. An actual and present controversy has arisen between the County, on the one hand,  
9 and Norwalk, on the other, regarding the enforceability of actions intended to prohibit or inhibit  
10 the ability of businesses in Norwalk to participate in Project Roomkey or other temporary  
11 emergency housing programs, including but not limited to, the Norwalk Moratorium.

12 60. The County contends that actions by Norwalk to prohibit or inhibit the ability of  
13 businesses in Norwalk to participate in Project Roomkey or other temporary emergency housing  
14 programs, such as the Norwalk Moratorium, are invalid and unenforceable during a state of  
15 emergency. Moreover, the County contends that Norwalk lacks the authority to enforce any  
16 existing rules, regulations, ordinances, contracts or other laws in a manner that is intended to, or  
17 that in fact does, penalize or interfere with individuals or businesses that seek to participate in  
18 Project Roomkey or other temporary emergency housing programs.

19 61. Norwalk disagrees and contends that it has authority to take the above-described  
20 actions.

21 62. A judicial declaration is therefore necessary and appropriate to determine the  
22 enforceability of actions intended to prohibit or inhibit the ability of businesses in Norwalk to  
23 participate in Project Roomkey or other temporary emergency housing programs, such as the  
24 Norwalk Moratorium.

25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Plaintiff/Petitioner prays for judgment as follows:

27 1. As to the First Cause of Action, a peremptory writ of mandate, under California  
28 Code of Civil Procedure section 1085, compelling Defendant/Respondent to comply with the

1 California Emergency Services Act and the Governor's Executive Orders by allowing the County  
2 to implement Project Roomkey and other temporary emergency housing programs for at-risk  
3 individuals experiencing homelessness;

4       2.       As to the Second Cause of Action, a declaration that actions intended to prohibit or  
5 inhibit the ability of businesses in Norwalk to participate in Project Roomkey, or other temporary  
6 emergency housing programs for at-risk individuals experiencing homelessness, such as the  
7 Norwalk Moratorium, are unenforceable during a state of emergency; and a declaration that  
8 Norwalk lacks the authority to enforce any existing rules, regulations, ordinances, contracts or  
9 other laws in a manner that is intended to, or that in fact does, penalize or interfere with  
10 individuals or businesses that seek to participate in Project Roomkey or other temporary  
11 emergency housing programs;

12       3.       As to all causes of action, declaratory and/or injunctive relief against  
13 Respondent/Defendant directing it to comply with the California Emergency Services Act and the  
14 Governor's Executive Orders by allowing the County to implement Project Roomkey and other  
15 temporary emergency housing programs for at-risk individuals experiencing homelessness;

16       4.       For costs of suit, including attorneys' fees; and

17       5.       For such other and further relief as is just and proper.

18  
19 DATED: April 23, 2020

MILLER BARONDESS, LLP

20  
21 By: /s/ Louis R. Miller

22 LOUIS R. MILLER

23 Attorneys for Petitioner/Plaintiff

24 COUNTY OF LOS ANGELES  
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