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Cross-complainant City of Los Angeles alleges as follows:

- Cross-complainant City of Los Angeles (hereinafter "Cross-complainant") is a City duly organized under the laws of the State of California and the owner of Griffith Park located at 4732 Crystal Springs Drive, Los Angeles, California.
- 2. Cross-complainant is informed and believes and thereon alleges that at all material times, Cross-defendant Sunset Ranch is the owner of a riding stable and horseback riding facility located at 3400 N. Beachwood Drive, Los Angeles, California.
- 3. The true names of and capacities of Cross-defendants ROES 1 through 50, inclusive, are unknown to Cross-complainant. Cross-complainant therefore sues these Cross-defendants by fictitious names. Cross-complainant will seek leave of court to amend this Cross-complaint to insert the true names and capacities of the fictitiously named Crossdefendants when they are ascertained. Cross-complainant is informed and believes and thereon alleges that each of the Cross-defendants designated as Roe herein is responsible in some manner for the acts, occurrences, omissions, and liabilities herein charged.
- 4. At all times mentioned herein, each Cross-defendant was the agent, servant, and employee of each other Cross-defendant, and the acts of each Cross-defendant were within the course and scope of their agency and employment.
- 5. Under Section 594 (c) of the Los Angeles City Charter all lands set apart or dedicated as public land shall remain for the use of the public inviolate.
- 6. Sunset Ranch is a two-acre parcel that is completely surrounded by Griffith Park. Cross-complainant is informed and believes and thereon alleges that the portion of Griffith Park that surrounds Cross-defendant's property has been owned by the City for at least the last 48 years.

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7. Cross-defendant Sunset Ranch has installed stables, built structures, cut trails, conducted grading, constructed a riding arena, and made unsupported cuts into slopes, on park property without first obtaining a lease or easement from Cross-complainant in violation of Section 594 (c) of the Los Angeles City Charter.

FIRST CAUSE OF ACTION

(For Declaratory Relief against all Cross-defendants)

- 8. Cross-complainant repeats and re-alleges each and every allegation in paragraphs 1 through 7 inclusive, and incorporate each paragraph as if fully set forth herein.
- 9. An actual controversy has arlsen and now exists between Cross-complainant and Cross-defendants concerning their respective rights and duties. Cross-complainant contends that various structures and improvements, including stables, a riding arena, and trails were constructed on dedicated park property belonging to Cross-complainant. Cross-defendants' use of dedicated park property is in violation of Section 594 (c) of the City Charter which requires that such property must forever remain for the use of the public inviolate. Cross-defendants dispute these contentions and contend that they can grade, excavate into, and place structures on dedicated park property. As a result, an actual controversy exists and a judicial declaration is necessary and appropriate at this time to determine the parties' rights and obligations.
- 10. Cross-complainant desires a judicial determination of the respective rights and duties and a declaration that Cross-defendants must remove the structures that they have built on Cross-complainant's property, and return the land to its natural state.
- 11. Such judicial determination is necessary and appropriate at this time to enable Cross-complainant to determine its rights and duties related to the subject property in dispute.

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SECOND CAUSE OF ACTION

(For Trespass against all Cross-defendants)

- 12. Cross-complainant repeats and re-alleges each and every allegation in paragraphs 1 through 11 inclusive, and incorporate each paragraph as if fully set forth herein.
- 13. Cross-defendants without obtaining a license or easement or any other form of consent from Cross-complainant have entered onto Cross-complainant's property, performed grading and excavating, and built improvements on Cross-complainant's property including but not limited to stables, a riding arena, and trails as depicted in Exhibit "A". Cross-defendants have also posted signs advertising Cross-defendants' property on Cross-complainant's property without permission, and have posted a sign which states that park property is their "private property".
- 14. Cross-complainant is informed and believes and thereon alleges that Cross-defendants have made an unsupported and unpermitted ten to fifteen foot high cut on park property and other cuts into slopes which pose a danger of destabilizing the slopes.
- 15. Cross-defendant's wrongful conduct in making an unsupported and unpermitted cuts into slopes unless and until enjoined by order of this court will cause great and irreparable injury because it poses a danger of causing earth movement and/or a landslide on park property.
- 16. Cross-defendants' wrongful conduct in constructing improvements on Cross-complainant's property unless and until enjoined by order of this court will cause great and irreparable injury in that it deprives the public of use of park property which is supposed to remain for the use of the public inviolate under Section 594 (c) of the City Charter.

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- 17. As a proximate result of Cross-defendants' trespass onto park property, Cross-complainant has been and will be damaged in an amount that is not easy to ascertain.
- 18. Cross-complainant is entitled to a permanent mandatory injunction against Cross-defendants providing for the abatement of the trespass caused by the improvements and private property signs placed on park property, as well as the unsupported and unpermitted cuts placed on park property.
- 19. As a direct and proximate result of the trespass onto Cross-complainant's property, Cross-complainant's property has been damaged. Cross-complainant will be required to repair the damage in order to restore the park. The cost of repairs, corrective action and other work is presently unknown but reasonably believed to be in excess of ten thousand dollars (\$10,000.00). Cross-complainant will seek leave of court to insert the correct amount of damage when that amount is ascertained.

THIRD CAUSE OF ACTION

(For Public Nuisance against all Cross-defendants)

- 20. Cross-complainant repeats and re-alleges each and every allegation in paragraphs 1 through 19 inclusive, and incorporate each paragraph as if fully set forth herein.
- 21. Cross-defendants' grading and excavating and building improvements and posting private property and no trespassing signs on park property constitutes a nuisance within the meaning of *California Civil Code §3479* in that Defendants' conduct "....unlawfully obstructs the free passage or use in the customary manner ofany public park..."
- 22. Cross-defendants' creation of an unsupported and unpermitted ten-foot high cut constitutes a nuisance within the meaning of *California Civil Code* §3479 in that it poses a

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danger of causing a landslide and is therefore an "...an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property."

- 23. The obstructions to the public's use of Cross-defendant's property constitute a "public nuisance" within the meaning of California Civil Code §3480 in that such conduct "...affects at the same time an entire community or neighborhood or any considerable number of persons..."
- 24. Cross-defendants' creation of a public nuisance in making an unsupported and unpermitted cuts of up to 10 to 15 feet in height and 80 to 110 feet in length on bedrock overlain by 2 to 3 feet of loose soil and bedrock and 3-5 feet of moderately weathered bedrock, has removed lateral support from several steep ascending slopes and unless and until enjoined by order of this court will cause great and irreparable injury because it poses a danger of causing earth movement and/or a landslide on park property.
- 25. Cross-defendants' creation of a public nuisance by constructing improvements on Cross-complainant's property unless and until enjoined by order of this court will cause great and irreparable injury in that it deprives the public of use of park property which is supposed to remain for the use of the public inviolate under Section 594 (c) of the City Charter.
- 26. As a proximate result of Cross-defendants' public nuisance, Cross-complainant has been and will be damaged in an amount that is not easy to ascertain.
- 27. Cross-complainant is entitled to a permanent mandatory injunction against Cross-defendants providing for the abatement of the public nuisance caused by the improvements and private property signs placed on park property, as well as the unsupported and unpermitted cut placed on park property.

28. As direct and proximate result of the public nuisance created by Crossdefendant, Cross-complainant's property has been damaged. Cross-complainant will be required to repair the damage in order to restore the park. The cost of repairs, corrective action and other work is presently unknown but reasonably believed to be in excess of ten thousand dollars (\$10,000.00). Cross-complainant will seek leave of court to insert the correct amount of damage when that amount is ascertained.

WHEREFORE, Cross-complainant prays for judgment against Cross-defendants and each of them as follows:

ON THE FIRST CAUSE OF ACTION:

1. For a declaration that that Cross-defendants must remove the structures that they have built on Cross-complainant's property, and return the land to its natural state.

ON THE SECOND CAUSE OF ACTION:

- 2. For a mandatory injunction against Cross-defendants providing for the abatement and/or removal of the excavations, grading and improvements on Crosscomplainant's property.
 - 3. For general damages according to proof.

ON THE THIRD CAUSE OF ACTION:

- 4. For a permanent mandatory injunction against Cross-defendants providing for the abatement of the public nuisance caused by the excavations, grading and improvements and restoration of the slopes on Cross-complainant's property.
 - 5. For general damages according to proof.

Dated: July 16, 2015

Respectfully submitted,

MICHAEL N. FEUER, City Attorney

TIMOTHY MCWILLIAMS Assistant City Attorney MICHAEL Sa KAPLAN, Deputy City Attorney

Deputy City Attorney

Attorneys for Cross-complainant CITY OF LOS ANGELES

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PROOF OF SERVICE

I, the undersigned, say: I am over the age of 18 years and not a party to the within action or proceeding. My business address is 701 City Hall East, 200 North Main Street, Los Angeles, California 90012.

On July 16, 2015, I served the foregoing documents described as:

CROSS-COMPLAINT FOR DECLARATORY RELIEF, TRESPASS, AND PUBLIC NUISANCE

on all interested parties in this action by placing copies thereof enclosed in a sealed envelope addressed as follows:

Michael A. Angel Esq. Zachary J. Brown MESERVE, MUMPER & HUGHES L.L.P, 800 Wilshire Boulevard, Suite 500 Los Angeles, CA 90017-2611

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(Counsel for Plaintiff and Cross-Defendant Sunset Ranch Hollywood Stables Inc.)

[X] BY MAIL - I deposited such envelope in the mail at Los Angeles, California, with first class postage thereon fully prepaid. I am readily familiar with the business practice for collection and processing of correspondence for mailing. Under that practice, it is deposited with the United States Postal Service on that same day, at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing in affidavit.

- [] BY ELECTRONIC MAIL I transmitted via EMAIL the document(s) listed above to the parties set forth above on this date.
- [] BY OVERNIGHT COURIER I deposited such envelope in a regularly maintained overnight courier parcel receptacle prior to the time listed thereon for pick-up. Hand delivery was guaranteed by the next business day.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 16, 2015, at Los Angeles, California.

MAY GUTIERREZ-MARFORI (PRINT)

SIGNATURE)