

**Attorney Jeff Lewis comments on the
Palos Verdes Homes Association's November 4, 2015 press release.**

Text of the Release followed by the comments of Jeff Lewis in bold:

PVHA has decided to appeal the trial court Judgment in the CEPC case. Among other reasons, the Judgment requires the PVHA to take back ownership of the subject open space and to remove any encroachments on the former open space put there by the property owners, although the PVHA has not owned the property since 1939, when all the open space was transferred to the City.

[If the PVHA does not want to own the parkland, there is nothing in the judgment that would preclude the PVHA from deeding the property back to the City now, in 2015, just as it did in 1939. Although the PVHA may not sell the parkland to a private owner, the Association could easily deed it to the City or a land conservancy so long as the property remains public parkland.]

Furthermore, the Judgment attempts to unwind the Memorandum of Understanding, by which the PVHA settled its case against the School District and prevented any future efforts to change the use of any school sites in the City

[This is false. The order granting the MSJ states: "The court does not need to void the contract or, in this court's view, any part of it, in order to enjoin or otherwise address as law and equity may dictate..." (May 29, 2015 MSJ Ruling, p. 17, lines 12-14). Moreover, the School District is not even a party to this lawsuit. CEPC did not ask the Court to unwind the MOU and the Court did not do so. The statement that "the judgment attempts to unwind the Memorandum of Understanding" is demonstrably false.]

; such interference with the Memorandum of Understanding by the court is an improper interference with PVHA's discretion and is a threat to the PVHA's efforts to protect open space.

[It is true that the Court rejected the PVHA's "interpretation" of its own governing documents. The Court held that when the governing documents clearly forbid a sale of public parkland, the Board may not "interpret" the documents to authorize that which is forbidden. What the PVHA called "interpretation" was rejected as "rewriting." This ruling by the Court enhanced PVHA's ability to protect open space.



Challenging the ruling on appeal enhances the PVHA's ability to "cash in" and sell parkland.]

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