UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

ANCHOR STONE CHRISTIAN CHURCH, a California non-profit religious corporation,

Plaintiff,

v.

CITY OF SANTA ANA, a California municipality, and SANTA ANA CITY COUNCIL,

Defendants.

Case No. 8:25-cv-00215-JWH-DFM

ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION [ECF No. 5]

I. SUMMARY OF DECISION

In November 2023, Defendant Santa Ana City Council adopted a resolution denying the application of Plaintiff Anchor Stone Christian Church for permission to use its property, located at 2398 Daimler Street, Santa Ana, California (the "Property"), for religious assembly. Following the denial of its application, Anchor Stone commenced this action against Defendants City of Santa Ana and its City Council (jointly, the "City").

Presently before the Court is Anchor Stone's motion for a preliminary injunction.[1] In support of its Motion, Anchor Stone argues that (1) the City's zoning rules violate the Equal Terms Provision of the Religious Land Use and Institutionalized Persons Act ("RLUIPA"), 42 U.S.C. §§ 2000cc *et seq.*; (2) the City's denial of Anchor Stone's conditional use permit application violated the Substantial Burden Provision of RLUIPA; and (3) the City's denial of Anchor Stone's conditional use permit application violated the Free Exercise Clause of the First Amendment. After reviewing the papers filed in support and in opposition,[2] and after carefully considering the argument of counsel at the hearing on the Motion, the Court concludes that Anchor Stone has established that it is likely to succeed on the merits of its claims and that it has satisfied the other requirements for preliminary injunctive relief.

Accordingly, Anchor Stone's instant Motion is **GRANTED**. The City is preliminarily **ENJOINED** and **RESTRAINED** from preventing Anchor Stone from holding services on the Property and from preventing Anchor Stone from undertaking its planned renovations of the Property.

---

[1] *See* Pl.'s Mot. for Prelim. Inj. (the "Motion") [ECF No. 5].

[2] The Court considered the documents of record in this action, including the following papers: (1) Compl. (the "Complaint") (including its attachments) [ECF No. 1]; (2) Motion (including its attachments); (3) Defs.' Opp'n to the Motion (the "Opposition") (including its attachments) [ECF No. 51]; (4) Defs.' Objection in Opp'n to the Motion [ECF No. 52]; (5) United States Gov't's Statement of Interest in Support of the Motion (the "Statement of Interest") [ECF No. 56]; (6) Pl.'s Reply in Supp. of the Motion (the "Reply") (including its attachments) [ECF No. 57]; (7) Pl.'s Response to Objections [ECF No. 59]; (8) Defs.' Objection to Pl.'s Reply (the "Supplemental Objections")[ECF No. 60]; (9) Answer [ECF No. 61]; and (10) Pl.'s Response to Supplemental Objections [ECF No. 65].

II. BACKGROUND

A. Facts

In 2018, Yu Fang "Julie" Sun started a small, in-home prayer group for Chinese- and Taiwanese-Americans.[3] Within a year, "the group had grown into a full-fledged church"[4]—Plaintiff Anchor Stone Christian Church—"that endeavor[ed] to spread the gospel to other first-generation Chinese and Taiwanese Americans in Santa Ana and throughout Orange County."[5] In 2022, "[a]fter years of searching and praying for a church home," Anchor Stone entered into an agreement to purchase a vacant office building located at 2938 Daimler Street in Santa Ana.[6] According to Anchor Stone, the Property "checked all the boxes—price, location, and size, among others."[7]

1. The City's Land Use Rules

Santa Ana's land use rules arise from three sources: (1) the City's General Plan, which is a high-level policy document setting forth the City's land use objectives; (2) the City's codified zoning ordinances; and (3) various "specific plans" that are contained in the General Plan.[8] Under California law, all three of those sources must be consistent with each other—and, in particular, the zoning ordinances and specific plans must be consistent with the General Plan, which operates as the City's land use "constitution."[9] *See Fonseca v. City of Gilroy*, 148 Cal. App. 4th 1174, 1182 (2007). The City's General Plan was most recently updated in April 2022; its zoning ordinances were updated one month before that.[10]

Anchor Stone and the Property are subject to all three sources of land use rules. First, the Property is located in the "Industrial/Flex (Flex-3)" land use designation, which was established when the City updated its General Plan in April 2022.[11] The General Plan describes the Flex-3 land use designation as follows:

---

3 *See* Complaint ¶ 16.

4 *See id.*

5 *See id.*

6 *See id.* at ¶¶ 17 & 19.

7 *See id* at ¶ 17.

8 *See id.* at ¶ 20.

9 *See id.* at ¶ 21.

10 *See generally* Motion, Ex. C (the "General Plan") [ECF No. 5-14]; *id.*, Ex. B (the "Zoning Ordinance") [ECF No. 5-13].

11 *See* Complaint ¶ 24.

> Industrial/Flex allows for clean industrial uses that do not produce significant air pollutants, noise, or other nuisances typically associated with industrial uses, including office-industrial flex spaces, small-scale clean manufacturing, research and development and multilevel corporate offices, commercial retail, artist galleries, craft maker spaces, and live-work units. Adaptive reuse of buildings to accommodate live-work units is encouraged. Standalone residential is not permitted. Building form and height should reflect the existing context and, if inside a Focus Area, communicate the envisioned character for the area.[12]

Next, the Property is in the "Professional (P)" zoning district.[13] That zoning district permits several uses "as of right," including museums and science centers, art galleries, freestanding restaurants or eating establishments, medical offices, and daycare centers.[14] Other uses "may be permitted" in the Professional district "subject to the issuance of a conditional use permit."[15] Those uses include banquet facilities, clubs and lodges, and—as relevant here—churches and accessory church buildings.[16]

Finally, the Property is subject to the "55 Freeway/Dyer Road Focus Area" specific plan, which—like the Flex-3 land use designation—was introduced through the April 2022 General Plan update.[17] That Focus Area is intended to achieve the following goals:

- "[p]rovide housing opportunities at an urban level of intensity at the city's edge";
- "[e]nhance opportunities for large, multistory office and industrial space";
- "[a]ttract economic activity into the city from surrounding communities";
- "[p]rotect industrial and office employment base"; and
- "[m]aintain hotel and commercial uses."[18]

---

12 *See* General Plan 22.

13 *See* Complaint ¶ 24.

14 *See* Zoning Ordinance.

15 *See id.*

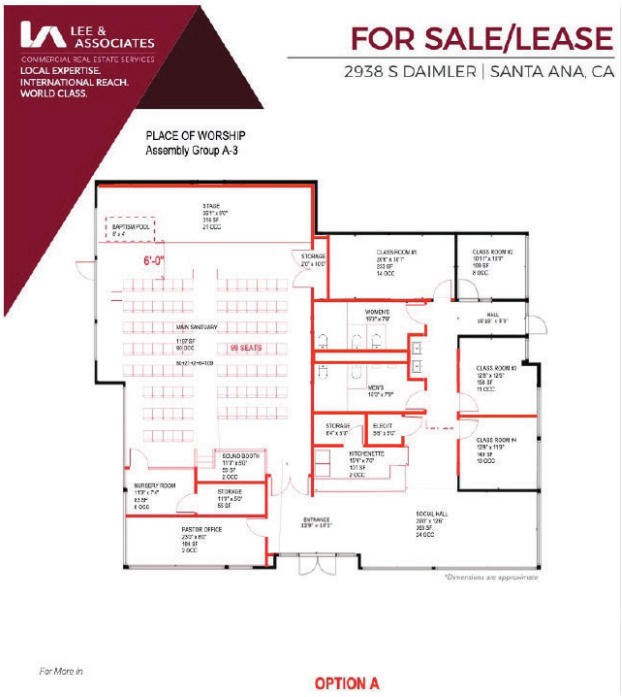
16 *See id.*

17 *See* Complaint ¶ 24.

18 *See* General Plan 55.

2. Conditional Use Permit Pre-Application Process

In July 2022, immediately after it entered into a purchase agreement for the Property, Anchor Stone began the process to obtain a Conditional Use Permit ("CUP") from the City.[19] As a part of that process, Anchor Stone's secretary, Steven Lee, emailed a proposed site plan to Fernanda Arias, an Assistant Planner in the City's Planning and Building Agency.[20] That Proposed Site Plan is depicted below:[21]



In August 2022, Anchor Stone representatives met with Arias and Ali Pezeshkpour, the supervisor of the City's Planning Department, to discuss Anchor

---

[19] *See* Complaint ¶ 29; *see also* Supp'l Decl. of Steven Lee in Supp. of the Motion (the "Supplemental Lee Declaration") [ECF No. 57-1] ¶ 3. The City has objected to the Supplemental Lee Declaration as cumulative of evidence that Anchor Stone presented through a prior declaration. *See* Supplemental Objections. Because the Court disagrees that the Supplemental Lee Declaration is cumulative or duplicative of Lee's earlier declaration, the City's objections are **OVERRULED**. The City has also objected to other portions of the Supplemental Lee Declaration, as well as various other forms of evidence that Anchor Stone submitted. Because the Court need not rely upon that evidence to decide the instant Motion, those objections are **OVERRULED**.

[20] *See* Motion, Ex. A-1 (the "Lee Email") [ECF No. 5-3]; *id.*, Ex. A-2 (the "Proposed Site Plan") [ECF No. 5-4].

[21] *See* Proposed Site Plan.

Stone's plans for the Property.[22] The parties agree that they discussed the issue of obtaining a CUP during that meeting, but they disagree about the substance of those discussions.[23] According to Anchor Stone, Arias and Pezeshkpour led Anchor Stone to believe that "there would be no issue or objection to issuance of a CUP," in part because Compass Bible Church—a much larger church located across the street from Anchor Stone's Property—would soon obtain a CUP from the City.[24] According to the City, however, Pezeshkpour informed Anchor Stone that Anchor Stone would struggle to obtain a CUP because Anchor Stone's proposed assembly use was inconsistent with the City's General Plan and the Flex-3 land use designation.[25]

In any event, after that meeting, Anchor Stone closed on the Property.[26] A month later, Anchor Stone received an email response from Arias, who confirmed that Anchor Stone's floor plan "look[ed] great."[27] Arias noted, however, that if Anchor Stone was "thinking of placing any benches or seating arrangement," then the City would "need to see the number of seats that w[ould] be available for the auditorium" and that the City would "need to see a site plan indicating the number of on-site parking available."[28] Arias did not raise any other concerns regarding Anchor Stone's Proposed Site Plan.[29]

3. Development Review Committee Process

In January 2023, after closing on the Property, Anchor Stone submitted a development project application, which was a prerequisite to obtaining a CUP.[30] The following month, Anchor Stone representatives met with staff from the City's Development Review Committee to discuss that application.[31] According to Anchor Stone, the Development Review Committee claimed for the first time that Anchor Stone's proposed use was inconsistent with the General Plan.[32] Anchor Stone was given two options: (1) withdraw its application and abandon its intent to use the Property as a

---

22 Complaint ¶ 31.

23 *See id.* at ¶ 32.

24 *See id.*

25 *See* Opposition 2:12-17.

26 *See* Complaint ¶ 33.

27 *See id.*; *see also* Motion, Ex. A-5 (the "Arias Email") [ECF No. 5-7].

28 *See* Arias Email.

29 *See id.*

30 *See* Complaint ¶ 34.

31 *See id.* at ¶ 35.

32 *See id.*

church; or (2) proceed with a recommendation from the Development Review Committee that Anchor Stone's application be denied.[33]

Anchor Stone decided to proceed with its CUP application.[34] In June 2023, Arias provided Anchor Stone with the Development Review Committee's Denial Letter, in which the Development Review Committee asserted that "the proposed church is not consistent with the Flex-3 General Plan Land Use Designation, nor with the intent of the general plan to provide context-appropriate development in areas with existing industrial uses."[35] The Denial Letter did not contain any explanation of those conclusions.[36]

4. Planning Commission Review Process

Anchor Stone chose to appeal the Development Review Committee's decision to the City's Planning Commission.[37] Accordingly, in July 2023, Anchor Stone submitted a CUP application and an appeal to the Planning Commission.[38] The Planning Commission conducted a hearing on Anchor Stone's appeal and CUP application in September 2023.[39]

During that hearing, the Development Review Committee staff informed the Planning Commission that the Flex-3 land designation did not allow assembly uses such as churches.[40] In arguing to the contrary, counsel for Anchor Stone noted the City's obligations under RLUIPA, which created tension at the hearing between the commissioners and Anchor Stone.[41] Specifically, after Anchor Stone's counsel referenced RLUIPA, one commissioner expressed that he was "offended" by the suggestion that the City discriminated against religious assembly.[42] Another commissioner accused Anchor Stone of making the process "adversarial" and of wanting "to be above the law" and to "impose the way [Anchor Stone] think[s] upon the city."[43]

---

33 *See id.*

34 *See id.* at ¶ 36.

35 *See* Motion, Ex. A-6 (the "Denial Letter") [ECF No. 5-8].

36 *See id.*

37 *See* Complaint ¶ 38.

38 *See id.* at ¶ 39.

39 *See id.*

40 *See id.*; *see also* City of Santa Ana, Planning Commission–Regular Meeting (Sept. 11, 2023) (the "Planning Commission Hearing), available at https://www.youtube.com/live/hrubaJF1x7A?si=5AbCZp7wuur4pXTM&t=41.

41 *See* Complaint ¶¶ 40 & 41.

42 *See id.* at ¶¶ 40 & 43; Planning Commission Hearing 30:10-30.

43 *See* Complaint ¶ 44.

A member of the Development Review Committee confirmed that it was the Committee's "position that RLUIPA [was] outside the scope of today's hearing."[44] And later in the hearing, another commissioner explained that it was his understanding that "churches are not intended to be in this area of the City," to which a member of the Development Review Committee replied, "Correct."[45]

At the end of the hearing, the Planning Commission voted 6-1 to deny Anchor Stone's CUP application.[46] The Planning Commission found that "the proposed use will adversely affect the general plan of the city or any specific plan applicable to the area of the proposed use"[47] for the following reasons:

- the "subject site is not suitable for the operation of community assembly, nor does [the General Plan] list community assembly-type uses as permissible under the land use designation";[48]
- the "introduction of a community assembly use and a Bible school to the existing office complex will generate noise, traffic and queuing, solid waste generation and circulation";[49]
- religious assembly would "introduce assembly uses with youth services in close proximity to existing industrial uses in the area, counter to this General Plan policy";[50]
- "[c]ommunity assembly such as churches is not permitted";[51]
- "[i]rreconcilable land use conflicts between a sensitive receptor such as the proposed church and its school operations will be generated if the CUP application were approved with future industrial uses taking place in the land use designation of the Focus Area";[52]
- the "site is surrounded by professional and industrial uses, and the nearest residential community is approximately 0.3 miles away," so "the introduction of a

---

44 *See* Complaint ¶ 41; Planning Commission Hearing 30:10-30:30 & 37:05-37:15.

45 *See* Complaint ¶ 42; Planning Commission Hearing 1:01:19-1:01:30.

46 *See* Complaint ¶ 47; Motion, Ex. A-8 (the "Planning Commission Resolution") [ECF No. 5-10].

47 Planning Commission Resolution 2 (emphasis in original).

48 *Id.*

49 *Id.* at 3.

50 *Id.*

51 *Id.*

52 *Id.* at 3-4.

religious institution . . . would not encourage development of place-making within a walkable area";[53]

- the "purpose of the land use plan . . . is to prevent these land use conflicts from taking place through goals, policies, and zoning practices designed to create 'a physical environment that encourages healthy lifestyles, a planning process that ensures that health impacts are considered, and a community that actively pursues policies and practices that improve the health of [Santa Ana's] residents'";[54]
- "introducing community assembly does not support the development of mutually beneficial and complementary business clusters at the subject site";[55]
- the proposed use "will create irreconcilable conflicts by introducing a sensitive receptor within an area that is presently and continuing to transition to industrial uses";[56]
- the proposed use "would lead to present and future land use conflicts stemming from noise, traffic vibrations, queuing, solid waste generation, and circulation";[57]
- "community assembly uses are not . . . considered among those that foster development of mutually beneficial and complementary business clusters within the community";[58] and
- the "land use would be incompatible with surrounding uses and approval of the CUP would be contrary to the General Plan."[59]

5. City Council Appeal

Three days after the Planning Commission adopted its resolution denying Anchor Stone's CUP application, Anchor Stone appealed that decision to the City Council.[60] The City Council conducted a public hearing on the appeal in November 2023.[61] During that hearing, a councilmember expressed displeasure at the mention of RLUIPA, stating that "it frustrates [him] because" the City "keeps seeing RLUIPA thrown at [the City] as

---

53 *Id.* at 4.

54 *Id.*

55 *Id.* at 5.

56 *Id.*

57 *Id.*

58 *Id.*

59 *Id.*

60 Complaint ¶ 47.

61 *Id.* at ¶ 49; *see also* City of Santa Ana Council Meeting Nov. 21, 2023-English (Nov. 21, 2023) (the "City Council Hearing"), available at https://www.youtube.com/live/7orlJ7da5Q?si=dDqoGowlZ8JdgKgm&t=10850.

an excuse to circumvent [its] local laws."[62] The councilmember explained that he was "offended" by the reference to RLUIPA because "it asserts that [the councilmembers] are somehow opposed to religious freedom" and that "[e]very time [he] hears [RLUIPA] thrown out there, it's a smack in [their] face."[63] Meanwhile, another councilmember expressed that permitting religious assembly would "actually increase traffic, noise, [and] pollution" in an area meant to "promote manufacturing."[64]

At the end of the hearing, the City Council voted unanimously to affirm the denial of Anchor Stone's CUP application[65] and adopted a resolution denying Anchor Stone's appeal.[66] The City Council's reasons for its decision were identical to those provided by the Planning Commission.[67]

B. Procedural History

Anchor Stone commenced this action in February 2025.[68] In its Complaint, Anchor Stone asserts three claims for relief against the City: (1) violation of RLUIPA's Substantial Burden Provision; (2) violation of RLUIPA's Equal Terms Provision; and (3) violation of the Free Exercise Clause of the First Amendment.[69]

On the same day that it filed its Complaint, Anchor Stone also filed the instant Motion.[70] Through its Motion, Anchor Stone seeks a preliminary injunction that enjoins the City from (1) preventing Anchor Stone from assembling for worship at the Property; and (2) preventing Anchor Stone from making its proposed interior renovations of the Property.[71] The Motion is fully briefed, and the United States filed a Statement of Interest in support of Anchor Stone's Equal Terms Provision claim.[72] The Court conducted a hearing on the Motion in March 2025, at which counsel for the parties and the United States presented arguments in support of their respective positions.

---

62 Complaint ¶ 49; City Council Hearing 3:41:10-3:41:26.

63 *See id.*

64 Complaint ¶ 50; City Council Hearing 3:44:05-3:44:10.

65 Complaint ¶ 52.

66 *See* Motion, Ex. A-10 (the "City Council Resolution") [ECF No. 5-12].

67 *Compare id.* at 3-6 *with* Planning Commission Resolution 2-5.

68 *See generally* Complaint.

69 *See generally id.*

70 *See generally* Motion.

71 *See generally id.*

72 *See* Statement of Interest.

III. LEGAL STANDARD

"A preliminary injunction is an extraordinary and drastic remedy. . .; it is never awarded as of right." *Munaf v. Geren*, 553 U.S. 674, 689-90 (2008) (citations omitted). An injunction is binding only on parties to the action, their officers, agents, servants, employees, and attorneys and those "in active concert or participation" with them. Fed. R. Civ. P. 65(d)(2).

"A plaintiff seeking a preliminary injunction must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest." *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). When the nonmoving party is a governmental entity, the last two *Winter* factors "merge." *Nken v. Holder*, 556 U.S. 418, 435 (2009).

If a plaintiff seeking to enjoin an alleged constitutional injury "shows he is likely to prevail on the merits," then "that showing will almost always demonstrate he is suffering irreparable harm as well." *Baird v. Bonta*, 81 F.4th 1036, 1042 (9th Cir. 2023). "Accordingly, when an alleged deprivation of a constitutional right is involved, . . . most courts hold that no further showing of irreparable injury is necessary." *Id.* (quotation and brackets omitted). Similarly, "[a] plaintiff's likelihood of success on the merits of a constitutional claim also tips the merged third and fourth factors decisively in his favor" because "it is always in the public interest to prevent the violation of a party's constitutional rights." *Id.* (quotations omitted). Thus, a plaintiff who has established that he is likely to succeed on the merits "ha[s] also established that both the public interest and the balance of the equities favor a preliminary injunction." *Id.*

In the Ninth Circuit, "serious questions going to the merits and a balance of hardships that tips sharply towards the plaintiff can support issuance of a preliminary injunction, so long as the plaintiff also shows that there is a likelihood of irreparable injury and that the injunction is in the public interest." *All. for Wild Rockies v. Cottrell*, 632 F.3d 1127, 1135 (9th Cir. 2011) (internal quotations omitted).

IV. ANALYSIS

A. Likelihood of Success on the Merits

Anchor Stone asserts three claims against the City: (1) a violation of RLUIPA's Equal Terms Provision; (2) a violation of RLUIPA's Substantial Burden Provision; and (3) a violation of the First Amendment's Free Exercise Clause. Anchor Stone has established that it is likely to succeed on all three of its claims.

1. RLUIPA's Equal Terms Provision

The Equal Terms Provision provides that "[n]o government shall impose or implement a land use regulation in a manner that treats a religious assembly or institution on less than equal terms with a nonreligious assembly or institution." 42 U.S.C. § 2000cc(b)(1). A plaintiff must establish the following four elements to prevail on an Equal Terms Provision claim: (1) "an imposition or implementation of a land-use regulation"; (2) "by a government"; (3) "on a religious assembly or institution"; and (4) that is "on less than equal terms with a nonreligious assembly or institution." *New Harvest Christian Fellowship v. City of Salinas*, 29 F.4th 596, 604 (9th Cir. 2022). It is undisputed that the City has imposed or implemented a land use regulation, that the City is a government entity, and that Anchor Stone is a religious assembly or institution.[73] Accordingly, only the fourth element is at issue: whether the City's Zoning Ordinance treats religious assemblies "on less than equal terms" with nonreligious assemblies and institutions. *See id.*

The plaintiff "bears the initial burden of 'produc[ing] prima facie evidence to support a claim alleging a violation' of the equal terms provision." *Id.* at 605 (quoting 42 U.S.C. § 2000cc-2(b) (alterations in original)). To do so, the plaintiff "must show that" the defendant's land use rules "draw[] an 'express distinction' between religious assemblies and nonreligious assemblies." *Id.* (quoting *Centro Familiar Cristiano Buenas Neuvas v. City of Yuma*, 651 F.3d 1163, 1171 (9th Cir. 2011)).

Once a plaintiff meets his *prima facie* burden of establishing that the government's land use rules draw express distinctions between religious assemblies and nonreligious assemblies, RLUIPA "shifts the burden of persuasion to the government on 'any element of the claim.'" *Id.* at 605. In other words, if a plaintiff establishes that the government's land use rules "expressly exclude[] religious assemblies while permitting some nonreligious assemblies," the government bears "the burden of persuasion on each element of the equal terms provision claim." *Id.*

a. Anchor Stone's *Prima Facie* Burden

As a threshold matter, Anchor Stone cannot succeed on the merits of its Equal Terms Provision claim unless it is likely to satisfy its "initial burden" of showing that the City's Zoning Ordinance "draws an 'express distinction' between religious assemblies and nonreligious assemblies." *Id.* at 604. But it appears that Anchor Stone will easily satisfy that burden here: although the Zoning Ordinance permits several assembly uses to occur in the Professional district as of right—including museums, daycares, science

---

[73] *See* Opposition 9:22-10:9.

centers, art galleries, and freestanding restaurants—a church may not operate in the Professional district without a CUP.[74] Thus, the Zoning Ordinance "draws an express distinction" between religious assemblies and nonreligious assemblies. *Id.* at 605. Such a distinction satisfies Anchor Stone's *prima facie* burden. *See id.*

b. The City's Burden of Persuasion

Once Anchor Stone satisfies its *prima facie* burden, "the burden shifts to the City to show that any nonreligious assembly permitted to operate [in the Professional district] is not similarly situated to a religious assembly with respect to an accepted zoning criterion." *Id.* at 607. That burden operates as a two-part test. *See id.* First, the City must establish "that the zoning criterion behind the regulation at issue is an acceptable one." *Id.* Second, the City must establish "that the religious assembly or institution is treated as well as every other nonreligious assembly or institution that is 'similarly situated' with respect to that criterion." *Id.*

It is unlikely that the City will meet its burden with respect to either part of that test. To start, the City has not identified any relevant zoning criterion that motivates the Zoning Ordinance,[75] and neither the Zoning Ordinance nor the Municipal Code explains why a church must obtain a CUP to operate in the Professional district. *See* Santa Ana Municipal Code §§ 41-312 through 41-325. Nor can the Court derive any obvious criterion from the Zoning Ordinance itself, which arbitrarily treats some professional uses—including banks, travel agencies, medical offices, art galleries, photography studios, print or copy services, pharmacies without drive-through facilities, daycare centers, and freestanding restaurants, cafes, and eating establishments—more favorably than other professional uses—including trade schools, gymnasiums or health clubs, ambulance and emergency response services, eating establishments that operate at night, banquet facilities, adult day care facilities, clubs, fraternities, lodges, parking lots and parking structures, government-operated or government-sponsored medical facilities, and churches or church accessory buildings.[76] Perhaps the City will later provide guiding principles that motivate the Zoning Ordinance, but the record on the instant Motion reveals none.

Next, assuming that those express distinctions are premised on some relevant criterion, it appears doubtful that religious and nonreligious assemblies are treated equally with respect to that criterion. The City maintains that the Zoning Ordinance satisfies the Equal Terms Provision because the City "requires clubs, fraternities[,] and lodges to get a

---

74 *See* Zoning Ordinance.

75 *See generally* Opposition.

76 *See* Zoning Ordinance.

CUP in the [Professional] zone, as well as[] banquet facilities," and those "uses are traditional assembly uses, as opposed to day care centers and museums."[77] But the Equal Terms Provision would be toothless if the government could justify treating religious assemblies poorly by choosing a few unlucky nonreligious assembly uses to treat just as poorly. Thus, the City must do more than identify some similarly situated nonreligious assemblies that are treated as badly as religious assemblies—the City must show that it treats "***every***" similarly situated nonreligious assembly equally to religious assemblies. *New Harvest*, 29 F.4th at 607 (emphasis added).

The City has not attempted to make such a showing at this stage, and it appears unlikely that the City will be able to do so. In its denial of Anchor Stone's CUP application, the City alluded to a variety of reasons why a church should not be permitted in the Professional district, but all of those reasons would apply equally to uses that are permitted in the Professional district as of right. For example, the City suggested that a church would be a "sensitive receptor" because it offers services to children who are sensitive to pollution or noise caused by surrounding industrial uses.[78] But daycare centers also attract children, and the Zoning Ordinance permits daycares to operate in the Professional district as of right.[79] The Zoning Ordinance likewise permits medical facilities as of right, and those facilities also presumably attract sensitive individuals.[80] Therefore, to the extent that the City's sensitive receptor concern amounts to a zoning criterion, the City treats religious assembly less favorably than similarly situated nonreligious uses.

Next, and in apparent contradiction with its concern regarding sensitive receptors, the City speculated that Anchor Stone's anticipated youth services might negatively affect the Flex-3 area because those services would "generate noise, traffic and queuing, [and] solid waste generation and circulation."[81] But virtually any of the uses permitted as of right in the Professional district—including museums, restaurants, and daycare centers—would "generate noise, traffic, and queuing, [and] solid waste generation and circulation."[82] Thus, the City's Zoning Ordinance treats religious assembly less favorably than those other uses. *See New Harvest*, 29 F.4th at 607.

---

77 *See* Opposition 10:1-5.

78 *See* City Council Resolution 4-6.

79 *See* Zoning Ordinance.

80 *See id.*

81 *See* City Council Resolution 4.

82 *See id.*

Finally, the City indicated that a religious institution would not "encourage development of place-making within a walkable area" nor comply with "zoning practices designed to create 'a physical environment that encourages healthy lifestyles, a planning process that ensures that health impacts are considered, and a community that actively pursues policies and practices that improve the health of [its] residents.'"[83] But it is difficult to see how those nebulous policy statements amount to zoning criteria, and, even if they did, the City has not identified any basis on which it could reasonably conclude that a travel agency, daycare center, art gallery, or museum satisfies those goals when a church cannot. *See Centro Familiar*, 651 F.3d at 1175.

In short, it appears unlikely that the City will meet its burden to establish that the Zoning Ordinance treats religious assembly on equal terms with similarly situated nonreligious assembly uses. Accordingly, the Court concludes that Anchor Stone is likely to succeed on the merits of its Equal Terms Provision claim.

2. RLUIPA's Substantial Burden Provision

"In the land-use context, RLUIPA prohibits the government from imposing a 'substantial burden' on a person's or religious institution's 'religious exercise' unless the burden is the least restrictive means of furthering a compelling governmental interest." *Spirit of Aloha Temple v. Cnty. of Maui*, 2025 WL 939189, at *5 (9th Cir. Mar. 28, 2025) (quoting 42 U.S.C. § 2000cc(2000cc(a)(1)). That provision applies "if the challenged government action involves 'individualized assessments of the proposed uses for the property involved.'" *New Harvest*, 29 F.4th at 601 (quoting 42 U.S.C. § 2000cc(a)(2)(C)). It is undisputed that the City's CUP process constitutes an "individualized assessment[]" within the meaning of RLUIPA; thus, it is undisputed that the substantial burden provision applies.[84]

The plaintiff bears the burden to prove that the defendant's "denial of its application imposed a substantial burden on [the plaintiff's] religious exercise." *Guru Nanak Sikh Soc'y of Yuba City v. Cnty. of Sutter*, 456 F.3d 978, 988 (9th Cir. 2006). To do so, the plaintiff must show that the denial is "oppressive to a significantly great extent"—meaning that the denial "impose[s] a significantly great restriction or onus upon [religious] exercise." *San Jose Christian Coll. v. City of Morgan Hill*, 360 F.3d 1024, 1034 (9th Cir. 2004). When evaluating whether the plaintiff has met his burden, the court must consider "the totality of the circumstances," including "whether the [government's] reasons for denying the special use permit were arbitrary and could apply to Plaintiffs' future applications; whether Plaintiffs have ready alternatives or whether

---

[83] *Id.* at 5-6.

[84] *See generally* Opposition.

those alternatives would require 'substantial uncertainty delay, or expense'; whether Plaintiffs were precluded from other locations in the [city]; and whether Plaintiffs imposed the burden upon themselves." *Spirit of Aloha*, 2025 WL 939189, at *6 (quotations omitted).

If the plaintiff establishes that the defendant has imposed a substantial burden on the plaintiff's religious exercise, then "the burden shift[s] to the City to show that its denial of the church's application is narrowly tailored to accomplish a compelling governmental interest." *New Harvest*, 29 F.4th at 601-02. That standard is identical to the standard used to evaluate claims under the Free Exercise Clause of the First Amendment. *See Int'l Church of Foursquare Gospel v. City of San Leandro*, 673 F.3d 1059, 1067 (9th Cir. 2011).

a. Substantial Burden

The Court concludes that, based upon the totality of the circumstances, Anchor Stone has met its burden to show that the City's denial of its CUP application substantially burdened Anchor Stone's religious exercise.

i. The City's Reasons for Denying the CUP

The first factor that the Court must consider when evaluating whether the denial of a CUP imposed a substantial burden on Anchor Stone is whether the City's reasons for denying the CUP were arbitrary, such that those reasons could apply to Anchor Stone's future applications. *See Spirit of Aloha*, 2025 WL 939189, at *6. Here, the City provided a variety of reasons for denying Anchor Stone's CUP—and all of them appear to be arbitrary.

To start, many of the City's justifications for denying a CUP to Anchor Stone consist of broad, generalized statements that could easily apply to future applications. For example, the City concluded that Anchor Stone's proposed use would be inconsistent with "goals, policies, and zoning practices designed to create 'a physical environment that encourages healthy lifestyles, a planning process that ensures that health impacts are considered, and a community that actively pursues policies and practices that improve the health of [the City's] residents.'"[85] Similarly, the City determined that "community assembly uses are . . . not considered among those that foster development of mutually beneficial and complementary business clusters within the community" and that "introducing community assembly does not support the development of mutually

[85] *See* City Council Resolution 6.

beneficial and complementary business clusters at the subject site."[86] In view of nonspecific nature of those conclusions, it is not difficult to imagine that the City could reach the same conclusions with respect to any other location in the City. *See Guru Nanak*, 456 F.3d at 989.

To the extent that the City has provided specific reasons for denying Anchor Stone's CUP application, those reasons provide little assurance that Anchor Stone's future applications would be reviewed favorably. The City's primary reason for denying a CUP to Anchor Stone was that Anchor Stone intended to use the Property for "community assembly,"[87] and the General Plan designation does not "list community assembly-type uses as permissible under the [Flex-3] land use designation."[88] As Anchor Stone points out, however, "community assembly" is mentioned nowhere in the General Plan, which suggests that the "community assembly" justification could be applied to any area of the City.[89]

The City also appears to take issue with Anchor Stone's anticipated Bible school and youth services, which are uses that the City deems contrary to the General Plan policy of encouraging industrial uses in the Flex-3 land use designation.[90] But according to the General Plan, the Flex-3 land designation "allows for ***clean*** industrial uses that do not produce significant air pollutants, noise, or other nuisances typically associated with industrial uses."[91] Examples of those uses include "artist galleries" and "craft maker spaces," as well as "life-work units."[92] Perhaps the City is correct that a church would be out of place among uses that are "typically" associated with industrial areas, but that hardly limits the City's denial to the Flex-3 area: the General Plan does not permit those uses in the Flex-3 area anyway.

Next, the City asserted that (1) the "introduction of a community assembly use and a Bible school to the existing office complex will generate noise, traffic and queuing, [and] solid waste generation and circulation";[93] and (2) the church is a "sensitive receptor."[94] Those justifications contradict the City's concern about industrial uses, and,

---

86 *See id.*

87 *See generally id.*

88 *See id.* at 3.

89 *See generally* General Plan.

90 *See* City Council Resolution 4.

91 *See* General Plan 22 (emphasis added).

92 *See id.*

93 *See* City Council Resolution 4.

94 *See id.* at 4-6.

moreover, they are untethered to the Flex-3 area. Any proposed use in any proposed location would generate noise, traffic and queuing, and solid waste generation—and churches no more so than restaurants, daycare centers, or other uses that are permitted as of right. Similarly, although the City does not define "sensitive receptor," the use of the term appears to reflect the City's determination that the church will place vulnerable individuals, including children, in "close proximity" to "noxious" industrial land uses.[95] But because the Flex-3 designation allows for "clean" industrial uses rather than "noxious" ones, it makes little sense for that concern to be limited to the Flex-3 land use designation.

The City's reasons for denying a CUP to Anchor Stone also appear particularly arbitrary in view of the City's reasons for granting a CUP to Compass Bible Church. For example, in denying Anchor Stone's CUP, the City concluded that the "site is surrounded by professional and industrial uses, and the nearest residential community is approximately 0.3 miles away," so "the introduction of a religious institution . . . will not encourage development of place-making within a walkable area."[96] The City likewise concluded that "community assembly" would create "irreconcilable" conflicts with surrounding professional office and industrial uses.[97] But when evaluating Compass Bible Church's CUP application, the City came to the opposite conclusion: "[t]he proposed church at this location would not be detrimental to persons residing or working in the area" because "[t]he nearest residential property is 0.26 miles away (1,385 feet)" and "the primary use of the church during weekends and weeknights will not conflict with surrounding professional office and light industrial uses."[98] That sort of "inconsistent decision-making" suggests that "any future CUP applications" that Anchor Stone may submit "would be fraught with uncertainty" as well. *Guru Nanak*, 456 F.3d at 990-91.

The City attempts to explain away the differences between its treatment of Anchor Stone and Compass Bible Church by contending that Compass Bible Church submitted its CUP application before the General Plan was updated. But it is unclear why that would make the City's justifications for denying Anchor Stone's CUP any less arbitrary. Take, for example, the City's categorical assertions that "[c]ommunity assembly such as churches is not permitted" in this area of the City and that the "land use would be incompatible with surrounding uses and approval of the CUP would be contrary to the General Plan."[99] Regardless of when Compass Bible Church submitted its application, it

---

95 *See id.* at 5-6.

96 *See* City Council Resolution 5.

97 *See id.*

98 *See* Motion, Ex. A-4 (the "Compass Church Resolution") [ECF No. 5-6].

99 *See* City Council Resolution 5 & 6.

is located in the immediate vicinity of Anchor Stone's Property—across the street. Thus, in view of the presence of Compass Bible Church, it cannot be true that Anchor Stone would pose an "irreconcilable" conflict with the surrounding uses or that "community assembly" is categorically prohibited from that area of the City. The City's stated reasons for denying Anchor Stone's CUP application are, therefore, either arbitrary or, worse, pretextual. *See Guru Nanak*, 456 F.3d at 991.

Accordingly, the Court concludes that the City's reasons for denying a CUP to Anchor Stone were arbitrary, such that those reasons could easily apply to Anchor Stone's future applications.

ii. Ready Alternatives and Whether Anchor Stone is Precluded from Other Locations

The Court must next consider whether there are viable alternatives to locating Anchor Stone at the Property or whether Anchor Stone is precluded from operating in other locations in the City. *See Spirit of Aloha*, 2025 WL 939189, at *6. At this stage, Anchor Stone has met its burden to show that there are likely no such alternatives, as Anchor Stone appears to be precluded from nearly all other locations in the City.

As a threshold matter, the City has suggested that it believes that Anchor Stone has readily available, low-cost alternatives available because Anchor Stone has been conducting its Sunday services at an alternative location since its CUP application was denied.[100] That location, however, is in Irvine—not Santa Ana.[101] It is no answer for the City to tell Anchor Stone that the denial of Anchor Stone's CUP application imposes only a minor burden on Anchor Stone's religious exercise because Anchor Stone could simply locate its church in another municipality. As such, the Irvine location is not a low-cost, viable alternative.

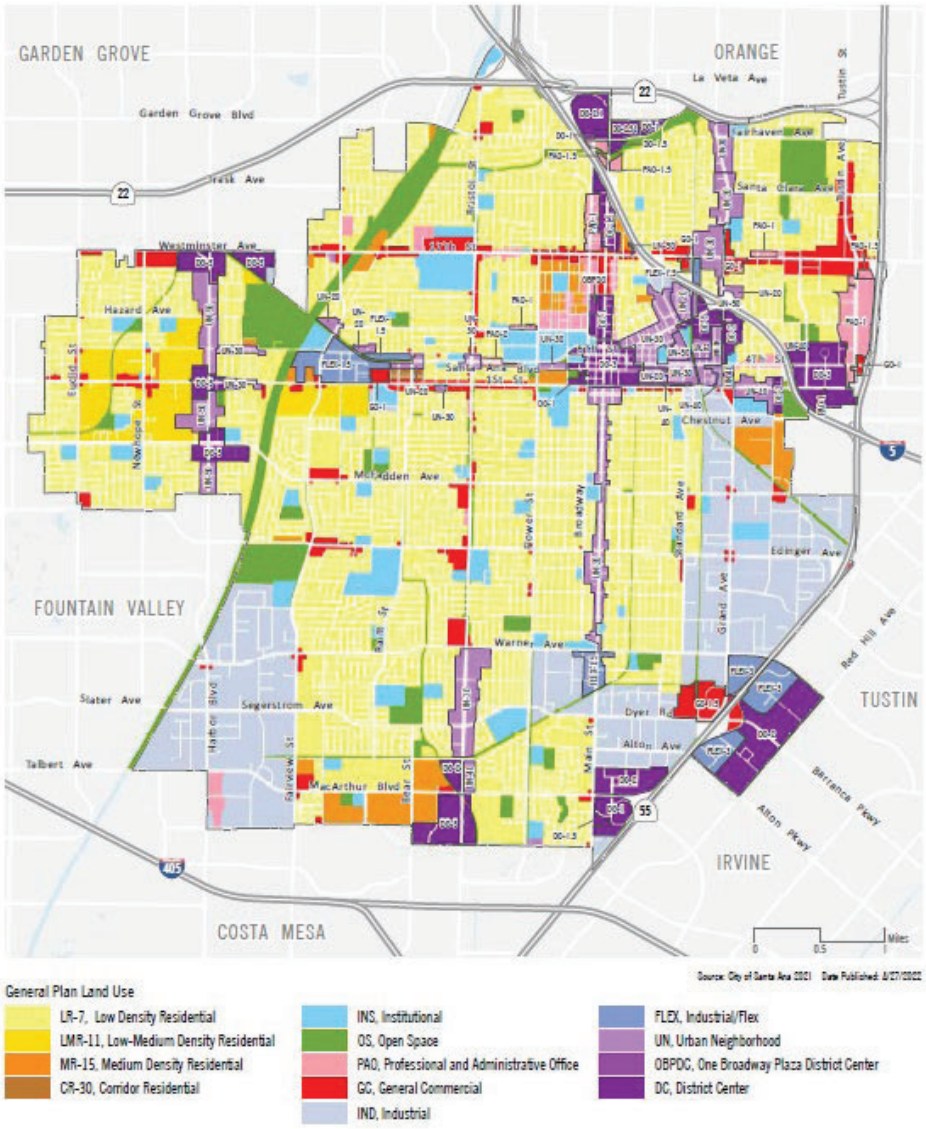
Turning to alternative locations that may be available within Santa Ana, the City has argued that "virtually all commercial zones" could be suitable for community assembly.[102] Those zones are depicted in red on the image below:

---

100 *See* Opposition 6:14-16.

101 *See id.*

102 *See id.* at 9:8.



Even assuming that "virtually all" commercial zones in fact means "all" commercial zones, Anchor Stone is not left with much space in Santa Ana on which it could operate. And if "virtually all" does not in fact mean "all"—as is apparent from the City's Municipal Code, *see, e.g.*, Santa Ana Municipal Code § 41-442—that space dwindles rapidly.

The Ninth Circuit's decision in *Guru Nanak* is instructive. In that case, a nonprofit religious organization attempted to obtain a CUP necessary to construct a Sikh temple that would have "held religious ceremonies for no more than seventy-five people at a time." *Guru Nanak*, 456 F.3d at 982. Initially, the property was located in an area "designated for low-density residential use," *id.*, but the organization's CUP application was denied because of concerns that the temple would cause increased noise and traffic in that residential area, *see id.* at 989. Following that denial, the organization submitted a

second CUP application for a temple located in an agricultural area far away from residential properties—but that application was denied because the land had been zoned for "agricultural" uses. *Id.* at 990. The Ninth Circuit held that the "net effect" of those denials was "to shrink the large amount of land theoretically available to [the organization] under the Zoning Code to several scattered parcels" on which a CUP may or may not be approved. *Id.* at 991-92.

The same is true here. There are few areas in Santa Ana that permit churches to operate as of right. *See generally* Santa Ana Municipal Code. And while the City ostensibly permits churches to obtain CUPs to operate in certain other districts, the City's approach to Anchor Stone's CUP application offers little hope that future CUP applications would be approved. Rather, as in *Guru Nanak*, the reasons that the City provided in its denial of Anchor Stone's CUP application have the effect of "shrink[ing]" the limited "amount of land theoretically available" to Anchor Stone into "several scattered parcels" on which Anchor Stone may or may not be permitted to locate its church. *Guru Nanak*, 456 F.3d at 992.

Accordingly, the Court concludes that Anchor Stone has met its burden to show that there are likely no available alternatives and that Anchor Stone has been precluded from most of the City.

iii. Whether Anchor Stone's Burden is Self-Imposed

The Court must next consider whether the burden that Anchor Stone has experienced—based upon the denial of its CUP application—was self-imposed. The City argues that it was: because Anchor Stone proceeded with its CUP application after staff advised Anchor Stone that "assembly use would be inconsistent with the updated General Plan," Anchor Stone's "burden is at least partly of its own making."[103]

The City's argument stems from the *New Harvest* decision. In that case, the Ninth Circuit held that the denial of a CUP did not substantially burden religious activity in part because the religious organization "purchased a building that it knew at the time was subject to unique zoning restrictions that would preclude [the organization] from" carrying out its proposed use. *New Harvest*, 29 F.4th at 604. The City attests that the same is true here: Anchor Stone purchased the Property despite knowing "prior to closing escrow on the Property" that its proposed use would be "inconsistent with the updated General Plan" and, thus, that Anchor Stone's CUP would be denied.[104]

---

[103] *See* Opposition 9:11-19.

[104] *See id.* at 9:11-14.

Many of the facts underlying the City's argument are disputed, particularly as those facts relate to staff's purported warning to Anchor Stone that its proposed use would be inconsistent with the General Plan.[105] For example, although the City asserts that Pezeshkpour, the supervisor of the Development Review Committee, warned Anchor Stone as early as August 1, 2022, that "an assembly use would be inconsistent with the updated General Plan,"[106] Anchor Stone submitted evidence to suggest that the opposite is true. Specifically, Anchor Stone provided declarations stating that Pezeshkpour "led [Anchor Stone] to believe there would be no issue or objection to issuance of a CUP" and "never raised concerns with Anchor Stone's proposed use," despite knowing that Anchor Stone intended to "use the Property for religious worship."[107] Anchor Stone also provided emails in which Development Review Committee staff appeared to approve of Anchor Stone's floor plans and failed to express concerns regarding the proposed assembly use, even though that use was apparent from those same floor plans.[108]

Because Anchor Stone need not prove its version of events to show that it is entitled to a preliminary injunction, the Court need not resolve the parties' factual disputes now. *See All. for the Wild Rockies*, 632 F.3d at 1132. And, in any event, it is unclear that this particular factual dispute is of much consequence. Even assuming that Pezeshkpour did warn Anchor Stone that its proposed assembly use would be inconsistent with the General Plan, that warning is where the similarities between the instant case and *New Harvest* end. First, and most obviously, the CUP denial in *New Harvest* was much less burdensome than the CUP denial here. In *New Harvest*, the CUP denial prevented the church from conducting worship services on the ground floor of its building but left the church "free to conduct worship services in almost any [other] area of the City," including other parts of the same building. *New Harvest*, 29 F.4th at 603. Here, in contrast, the City's denial of Anchor Stone's CUP prohibited Anchor Stone from conducting religious assembly anywhere on the Property, and the City's land use rules appear to preclude Anchor Stone from conducting religious assembly in most other areas of the City.

Second, the religious organization in *New Harvest* chose to purchase a location in which it knew it would need to apply for a CUP—and it was also unwilling to cooperate with the city to obtain that CUP. Specifically, in *New Harvest*, the city offered the religious organization a variety of accommodations that would have permitted the

---

105 *See* Supplemental Lee Declaration ¶¶ 4-6.

106 *See* Opposition 2:16-17.

107 *See* Supplemental Lee Declaration ¶ 5.

108 *See* Arias Email.

organization to conduct worship services on its property, including by making minor modifications to the organization's floor plans. *See id.* at 602. Those accommodations would have caused the organization mere "inconvenience," not significant burden, but the organization nevertheless refused to consider them. *See id.* at 603. The City concedes that, here, it offered no such accommodations to Anchor Stone, and there is no evidence of record to suggest that Anchor Stone would have rejected such accommodations if they had been offered.

Finally, the religious organization in *New Harvest* declined to pursue options that would have resulted in a diminished burden to the organization. In particular, although "many properties" became available to the organization in *New Harvest* after it "represented that it was intending to look for a new location," the organization "did not take steps to acquire any of th[ose] properties," and it provided frivolous excuses for its refusal to do so. *Id.* No party has suggested that such properties were available to Anchor Stone, and, in any event, Anchor Stone's decision to rent space temporarily in another municipality suggests that no such properties were available.

Thus, the Court concludes that Anchor Stone will likely be able to show that the burdens associated with the City's denial of Anchor Stone's CUP application are not self-imposed.

iv. Statements Regarding RLUIPA

Because the Court is required to consider the "totality of the circumstances" when evaluating whether the denial of its CUP application imposed a substantial burden on Anchor Stone's religious exercise, the Court must also consider statements that representatives of the City made during the CUP application process. *See Congregation Etz Chaim v. City of Los Angeles*, 2011 WL 12472550, at *6 (C.D. Cal. July 11, 2011).

The Supreme Court has repeatedly affirmed that a plaintiff seeking to exercise his religious freedoms is "entitled to . . . neutral and respectful consideration of his claims in all the circumstances of the case." *Masterpiece Cakeshop v. Colo. Civil Rts. Comm'n*, 584 U.S. 617, 634 (2018). Thus, when evaluating government actions, a court must "examine 'the historical background of the decision under challenge, the specific series of events leading to the enactment or official policy in question, and the legislative or administrative history, including contemporaneous statements made by members of the decisionmaking body.'" *Fellowship of Christian Athletes v. San Jose Unified School Dist. Bd. of Educ.*, 82 F.4th 664, 690 (9th Cir. 2023) (*en banc*) (quoting *Masterpiece Cakeshop*, 584 U.S. at 638). When "the relevant administrative body indicated that it either was not able to or would not apply RLUIPA, and denied the application based in part on a purported desire to comply strictly with the General Plan," such "unwillingness" may support a finding of substantial burden. *Congregation Etz*, 2011 WL 12472550, at *6.

The Planning Commission and the City Council refused to consider or apply RLUIPA in connection with Anchor Stone's CUP application. Multiple commissioners and councilmembers expressed "offense" at the mention of RLUIPA,[109] while the City's staff affirmed that it was the City's "position" that RLUIPA was "outside the scope" of the CUP application process.[110] One councilmember regarded the mention of RLUIPA as a "smack in [his] face" and an attempt to "circumvent [Santa Ana's] local laws."[111] Such comments from a government official fall far short of fulfilling the "First Amendment's guarantee that our laws be applied in a manner that is neutral toward religion," *Masterpiece Cakeshop*, 584 U.S. at 640, and they suggest that Anchor Stone is likely to succeed on its burden to show that the denial of its CUP application substantially burdened its religious exercise.

Accordingly, the Court concludes that Anchor Stone is likely to show that the denial of its CUP imposed a substantial burden on Anchor Stone's religious exercise.

b. Compelling Interests and Narrow Tailoring

Because Anchor Stone can likely establish that the denial of its CUP application substantially burdened its religious exercise, Anchor Stone is likely to succeed on the merits of its Substantial Burden claim unless the denial of its CUP application was narrowly tailored to serve a compelling interest. *See Guru Nanak*, 456 F.3d at 992. The City does not even attempt to argue that the denial of a CUP was narrowly tailored to serve any compelling interest, and it appears unlikely that the City could make such an argument.

In the context of the First Amendment, a compelling interest is an "interest[] of the highest order." *Church of Lukumi Babalu Aye, Inc. v. City of Hialeah*, 508 U.S. 520, 546 (1993). "Where government restricts only conduct protected by the First Amendment and fails to enact feasible measures to restrict other conduct producing substantial harm or alleged harm of the same sort, the interest given in justification of the restriction is not compelling." *Id.* at 546-47. Additionally, "[g]overnment justifications for interfering with First Amendment rights must be genuine, not hypothesized or invented *post hoc* in response to litigation." *Kennedy v. Bremerton School Dist.*, 597 U.S. 507, 543 n.8 (2022) (alterations and quotation omitted).

A government action is not narrowly tailored unless it is "the least restrictive means of satisfying the government interest." *Guru Nanak*, 456 F.3d at 986 (quotation

---

109 *See*, *e.g.*, Complaint ¶¶ 43 & 49; *see also* City Council Hearing 3:41:26-3:41:35.

110 *See* Complaint ¶¶ 41 & 43; Planning Commission Hearing 30:10-30:30 & 37:05-37:15.

111 *See* Complaint ¶ 49 & City Council Hearing 3:41:10-3:41:35.

omitted). A narrowly tailored action must be neither underinclusive nor overinclusive, and there must be no viable action that the government could take that would "burden[] religion to a far lesser degree." *Church of Lukumi Babalu Aye*, 508 U.S. at 546. If the government cannot show that "it has even considered less restrictive measures than those implemented," then the government will "fail[] at least the tailoring prong of the strict scrutiny test." *Fellowship of Christian Athletes*, 82 F.4th at 694.

The Court is persuaded that the City likely cannot show that its denial of Anchor Stone's CUP application was a narrowly tailored action taken to serve a compelling interest. The City has suggested, for example, that there is a "public interest in the City's ability to zone and control land uses, such as by implementation of its updated General Plan."[112] But that interest is unlikely to be compelling—it is too "broadly formulated" to be "of the highest order." *Fulton v. City of Philadelphia*, 593 U.S. 522, 541 (2021). And even if there is some compelling interest in the City's ability to implement its General Plan, that interest is likely too attenuated from Anchor Stone's proposed religious assembly for the City's denial of Anchor Stone's CUP application to be considered a necessary, narrowly tailored action. *See id.*

Similarly, in denying Anchor Stone's CUP application, the City Council repeatedly emphasized the City's desire to ensure that the Flex-3 area serves its intended purpose as a zone that will "transition to industrial uses over time."[113] But as the Ninth Circuit has recognized, "preservation of industrial lands for industrial uses does not by itself constitute a 'compelling interest' for purposes of RLUIPA." *Foursquare Gospel*, 673 F.3d at 1071 (quoting *Grace Church v. City of San Diego*, 555 F. Supp. 2d 1126, 1140 (S.D. Cal. 2008)). And even if the preservation of industrial lands for industrial purposes ***was*** a compelling interest, it seems odd that the City would strictly enforce that interest against Anchor Stone when the relevant "industrial uses" are "small-scale clean manufacturing, research and development and multilevel corporate offices, commercial retail, artist galleries, craft maker spaces, and live-work units" that are not inherently incompatible with religious assembly.[114]

Many of the City's remaining justifications appear to suffer from the same underinclusiveness. For example, the City voiced concerns regarding the presence of sensitive receptors and the possibility that community assembly would generate traffic, noise, or solid waste.[115] But it is unclear why those same concerns would not apply to

---

112 *See* Opposition 7:18-19.

113 *See* City Council Resolution 6.

114 *See* General Plan 22.

115 *See generally* City Council Resolution.

medical facilities, daycare centers, or museums, and those facilities are permitted as of right. Thus, to the extent that the City's concerns are legitimate, it appears that the City has declined to act upon those concerns "with respect to analogous nonreligious conduct." *Espinoza v. Mont. Dep't of Revenue*, 591 U.S. 464, 486 (2020). As such, those concerns cannot justify denying Anchor Stone's CUP application.

Similarly, the City denied Anchor Stone's CUP application despite having granted a CUP to Compass Bible Church merely a year earlier, and the Court is hard-pressed to find compelling reasons for the City to have treated those applications differently. At best, the City has argued that it approved Compass Bible Church's CUP application under a previous version of the General Plan, and religious assembly was not inconsistent with that now-outdated version of the General Plan.[116] But even if that is true, the City must still demonstrate that strict compliance with its updated General Plan is a compelling reason to deny Anchor Stone's CUP application, and the Court is not persuaded that the City will be able to do so.

Finally, even if the Court were to assume that the City had some compelling interest in denying Anchor Stone's CUP application, the outright denial is still unlikely to have been the "least restrictive means by which the City could further [that] compelling interest." *Harbor Missionary Church Corp. v. City of San Buenaventura*, 642 F. App'x 726, 730 (9th Cir. 2016) (reversing the denial of a preliminary injunction when the district court failed to determine why a CUP "would not sufficiently protect" the city's interests if it included conditions preventing "negative effects" about which the city was concerned). Accordingly, the Court concludes that the City will likely be unable to satisfy its burden to show that the denial of Anchor Stone's CUP was narrowly tailored to serve a compelling interest.

For the foregoing reasons, the Court concludes that Anchor Stone is likely to succeed on the merits of its Substantial Burden claim.

3. Free Exercise under the First Amendment

The First Amendment provides that "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof." U.S. Cons. amend. I. To succeed on a claim under the Free Exercise Clause, a plaintiff must show "that a government entity has burdened his sincere religious practice pursuant to a policy that is not 'neutral' or 'generally applicable.'" *Kennedy*, 597 U.S. at 525. If the plaintiff makes such a showing, then the court must "find a First Amendment violation unless the

---

116 *See generally* Opposition.

government can satisfy 'strict scrutiny' by demonstrating its course was justified by a compelling state interest and was narrowly tailored in pursuit of that interest." *Id.*

The City has not expressly opposed Anchor Stone's Motion with respect to its Free Exercise claim,[117] and the elements of Anchor Stone's Free Exercise claim overlap considerably with the elements of its Substantial Burden claim. *Compare Fulton*, 593 U.S. at 533 *with Guru Nanak*, 456 F.3d at 985-86. Accordingly, the Court concludes that Anchor Stone is likely to succeed on the merits of its Free Exercise claim.

In sum, Anchor Stone is likely to succeed on the merits of all three of its claims, and, accordingly, the likelihood-of-success factor weighs strongly in favor of granting Anchor Stone's request for a preliminary injunction.

B. Remaining Preliminary Injunction Factors

1. Irreparable Harm

Because the likelihood-of-success factor is "the most important factor" to be considered when evaluating whether a plaintiff is entitled to a preliminary injunction, a plaintiff who "shows he is likely to prevail on the merits" of a constitutional claim "will almost always demonstrate he is suffering irreparable harm as well." *Baird*, 81 F.4th at 1042. Indeed, as the Supreme Court has recognized, "[t]he loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury." *Elrod v. Burns*, 427 U.S. 347, 373 (1976). Thus, "most courts hold that," when a plaintiff demonstrates that his or her constitutional rights are at issue, "no further showing of irreparable injury is necessary." *Baird*, 81 F.4th at 1042.

Although the Ninth Circuit has recognized that "[its] caselaw clearly favors granting preliminary injunctions to a plaintiff . . . who is likely to succeed on the merits of his First Amendment claim," *Klein v. City of San Clemente*, 584 F.3d 1196, 1208 (9th Cir. 2009), the City argues that Anchor Stone "has failed to demonstrate irreparable harm"[118] because Anchor Stone (1) "has utilized the Property at least for office use since January 2024";[119] (2) "has been able to conduct meetings on Sundays at another church," which

---

117 *See generally* Opposition.

118 *See* Opposition 6:6.

119 *See id.* at 6:13-14.

is located in another municipality;[120] and (3) "waited more than a year and two months to file its lawsuit for a preliminary injunction."[121]

The City's arguments are not persuasive. First, although the City is correct that Anchor Stone may use its Property as an office space, that possibility does little to mitigate the harm that Anchor Stone experiences by being prohibited from using its Property for religious services. *See Elrod*, 427 U.S. at 373; *see also Kennedy*, 597 U.S. at 524 (noting that the First Amendment "does perhaps its most important work by protecting the ability of those who hold religious beliefs" to "live out their faiths" through "performance"). Second, although it is true that Anchor Stone has been able to conduct services at another church, that is of little comfort to Anchor Stone—particularly because Anchor Stone must pay to rent space that Anchor Stone would not need if it could conduct services at its own Property.[122] And third, the City cites *Garcia v. Google*, 786 F.3d 733, 746 (9th Cir. 2015), to support its argument that Anchor Stone's delay in seeking a preliminary injunction suggests that Anchor Stone is not suffering irreparable harm.[123] But *Garcia* involved a copyright claim for which the plaintiff's requested "relief was not easily achieved," *id.*, not a constitutional injury for which the plaintiff will likely receive its requested relief. Thus, *Garcia* is inapposite.

Accordingly, the Court concludes that the irreparable harm factor also weighs in favor of granting Anchor Stone's instant Motion.

2. Balance of the Equities and the Public Interest

Just as a plaintiff who is likely to succeed on the merits of his constitutional claim "almost always" demonstrates that he is suffering an irreparable injury, "[a] plaintiff's likelihood of success on the merits of a constitutional claim also tips the merged third and fourth factors decisively in his favor." *Baird*, 81 F.4th at 1042. Indeed, "it is always in the public interest to prevent the violation of a party's constitutional rights." *Fellowship of Christian Athletes*, 82 F.4th at 695. And the government "cannot reasonably assert that it is harmed in any legally cognizable sense by being enjoined from constitutional violations." *Zepeda v. INS*, 753 F.2d 719, 727 (9th Cir. 1983). Thus, "plaintiffs who are able to establish a likelihood that a policy violates the U.S. Constitution have also established that both the public interest and the balance of the equities favor a preliminary injunction." *Baird*, 81 F.4th at 1042 (quotation and alterations omitted).

---

120 *See id.* at 6:14-16.

121 *See id.* at 7:2-4.

122 *See* Reply 12:25-13:1.

123 *See* Opposition 6:19-7:5.

Anchor Stone's likelihood of success on the merits "tips the merged third and fourth factors decisively" in Anchor Stone's favor, *id.*, and the City has not offered any reason for the Court to conclude otherwise. Although the City maintains that "[t]here is a public interest in the City's ability to zone and control land uses, such as by implementation of its updated General Plan,"[124] that interest does not outweigh Anchor Stone's interest in exercising its First Amendment rights—particularly in view of the City's failure to explain adequately its insistence that Anchor Stone's proposed religious assembly is contrary to the City's General Plan.

Accordingly, the Court concludes that the balance of the equities and the public interest also favor granting Anchor Stone's instant Motion.

C. Bond

When a district court grants a motion for a preliminary injunction, the plaintiff is required to post security "in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained." Fed. R. Civ. P. 65(c). A district court has "wide discretion in determining the amount of bond." *Renna v. Bonta*, 667 F. Supp. 3d 1048, 1071 (S.D. Cal. 2023). Indeed, a district court "has discretion to dispense with the security requirement" altogether if "requiring security would effectively deny access to judicial review," and courts "routinely impose either no bond or a minimal bond" in cases involving public interests. *City of South Pasadena v. Slater*, 56 F. Supp. 2d 1106, 1148 (C.D. Cal. 1999). That is particularly true when, as here, a plaintiff seeks to vindicate a constitutional right. *See Renna*, 667 F. Supp. 3d at 1071.

The City did not request in its briefing that Anchor Stone post a bond or other security, *see* Fed. R. Civ. P. 65(d), and the City's counsel agreed during the hearing on the Motion that a bond is not necessary in this case. Accordingly, the bond requirement is waived, and no bond will be required.

V. DISPOSITION

For the foregoing reasons, the Court hereby **ORDERS** as follows:

1. Anchor Stone's instant Motion [ECF No. 5] is **GRANTED**.

---

[124] *See* Opposition 7:18-19.

2. During the pendency of this action, the City of Santa Ana and its City Counsel are **ENJOINED** and **RESTRAINED** from:

a. preventing Anchor Stone from assembling for worship at its property, located at 2938 Daimler Street, Santa Ana, California; and

b. preventing Anchor Stone from undertaking its proposed interior property renovations at the Property.

IT IS SO ORDERED.

Dated: April 7, 2025

John W. Holcomb
UNITED STATES DISTRICT JUDGE