

## McMillan, Acquanette (Netta)

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**From:** John Williams  
**Sent:** Sunday, February 9, 2025 5:11 PM  
**To:** PublicComment-AutoResponse  
**Subject:** Letter of Support for Western Justice Center's Conditional Use Permit Application

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Dear Honorable Members of the Pasadena City Council,

I am writing to express my strong support for the Western Justice Center (WJC) and its application for a Conditional Use Permit. As the Executive Director, I have witnessed firsthand the invaluable contributions that WJC makes to our community, particularly in fostering dialogue, conflict resolution, and racial justice education.

WJC serves as a critical hub where people and organizations from diverse backgrounds come together to engage in meaningful conversations and transformative work. Through their commitment to building bridges across divides, they have created an essential space for conflict resolution, restorative justice, and equity-focused initiatives. This work is indispensable in a time when communities must come together to address complex social challenges.

In particular, I have personally benefited from the availability of space on the WJC campus, including The Maxwell House. The Center for Restorative Justice has utilized WJC's space on several occasions for our educational cohort called Reconcile Pasadena. Additionally, I have personally attended dozens of events hosted by WJC and led by other local nonprofits. The accessibility of this space allows organizations like mine to engage in critical discussions, foster collaboration, and build stronger community relationships.

Beyond providing space, the Western Justice Center plays a vital role in supporting Pasadena Unified School District and other public schools. Their programs equip young people with essential skills in conflict resolution, mediation, and restorative justice—skills that are crucial for building a generation of thoughtful, engaged citizens.

Furthermore, the ability of WJC to generate rental income from weddings held on the campus is essential to its sustainability. This revenue allows WJC to manage, maintain, and repair its nonprofit campus, which includes the historic Maxwell House and three additional buildings (65, 75, and 85 South Grand Avenue). Without this critical funding stream, WJC would struggle to continue providing the space and services that so many in our community rely upon.

It is clear that the work of WJC is not only valued but necessary. The ability of WJC to continue operating its campus and offering meeting space to community members is essential for Pasadena's ongoing efforts toward justice, equity, and civic engagement. The loss of this space would be a significant setback for those who rely on it to foster dialogue, build relationships, and work toward a more just society.

I urge the City Council to approve the Conditional Use Permit for the Western Justice Center, ensuring that it can continue serving as a gathering place for education, collaboration, and conflict resolution in Pasadena. Thank you for your time and consideration.

Sincerely,

2/10/2025

Item 7

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**john m. williams, jr (JD '95)**

executive director

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February 10, 2025

**VIA E-MAIL**

Mayor Victor M. Gordo  
Vice-Mayor Jess Rivas,  
Honorable Councilmembers Cole, Hampton, Jones, Lyon, Madison, and Masuda  
c/o City Clerk  
City of Pasadena  
100 N. Garfield Avenue, 2d Floor  
Pasadena, CA 91101

Re: Agenda Item #7: 55-85 S. Grand Avenue – Western Justice Center CUP #7114

Dear Mayor Gordo, Vice-Mayor Rivas, and Honorable Councilmembers:

This letter is submitted on behalf of Anita Yagjian and her neighbors on South Grand Avenue (collectively, “Appellants”) who are concerned about the quality of life in their neighborhood and who oppose the issuance of Conditional Use Permit No. 7114 (“CUP #7114”).

Please note, the issue before you is not whether the Western Justice Center (“WJC”) does or does not do good work or helps other non-profits and the community. In 1989, the City purchased the property and leased it to the WJC to do exactly what it does.

Rather, as the staff report readily concedes, the issue is whether you should uphold the Board of Zoning Appeals’ (“BZA”) approval of CUP #7114. As the staff report further concedes, if it is, the historic Maxwell House will become a commercial event venue for weddings with up to 150 people on outdoor patios that directly “abut” Anita’s and her neighbors’ homes.(1)

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1. As a preliminary matter, Table 1 on page 5 of your staff report *and* the Table in Condition No. 12 in Attachment B mistakenly represent the number of events per calendar year that will be held at the Maxwell House under the revised conditions of approval approved by the

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Such harmful commercial uses cannot and must not be permitted in residential neighborhoods. We, therefore, are asking you to reverse the BZA's decision so that you protect and preserve the sanctity of Appellants' neighborhood.

Last, if, for whatever reason, you want to go on record publicly as not wanting to protect this neighborhood, then at a minimum, the proposed conditions of approval must be revised drastically to avoiding ruining Appellants' quality of life.

## **I. The Parties**

The February 10, 2025 staff report includes Appellants' letters in support of their requests for appeal as Exhibits E and F, along with Appellants' Noise Study (Exhibit G to Exhibit F of the staff report). Combined, they set forth all of Appellants' objections and opposition to the proposed commercial uses.

In short, the historic Maxwell House is owned by the City, which leases it to the WJC. The WJC is a nonprofit involved in a wide array of activities and programs, as explained in Schedule O of its Form 990 tax filings. *See* Exhibit "A."

WJC uses the Maxwell House for its administrative offices and leases the other office buildings on its campus to local nonprofits. *Id.* In 2023, WJC had total assets of \$4.0 million and total revenues of \$2.0 million, and cash on hand of \$1.455 million. *See* Exhibit "B." The premise that WJC needs to raise even more money by hosting commercial, for-profit weddings on weekends is thus not reality.

Please note that WJC has never produced any financial data of any kind to support its claim that it needs more money. It also has never produced any audit reports on how the money it has is spent, the work it claims it needs to do on the buildings or any of the expenses associated with that work. The burden of proof is on WJC and to date it has produced and proven nothing.

## **II. The BZA's Decision Failed to Weigh the Evidence and Make Requisite Findings**

### **A. The BZA's Decision to Approve the CUP**

On October 15, 2024, the BZA upheld the Hearing Officer's ("HO") decision and approved the CUP No. 7114 with a 4-1 vote. In so doing the BZA added and modified certain

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BZA. Specifically, when the number of events listed in those tables are added together they total 28 events, not 21 events. BZA revised Condition of Approval No. 10, however, expressly limits the CUP to allow "a maximum of 21 events per calendar year." *See* Attachment B to February 10, 2025 staff report. The charts are thus incorrect and the CUP should not be approved with a correct chart.



conditions of approval. The BZA also found the proposed use to be exempt from environmental review pursuant to the Existing Facilities exemption under CEQA.

Among the BZA’s findings are the following:

The subject property is located within the PS-1 (Public and Semi-Public) zoning district. Table 2-7 (Allowed Uses and Permit Requirements for Special Purpose Zoning Districts) of Zoning Code Section 17.26.030 (Special Purpose District Land Uses and Permit Requirements) permits Clubs, Lodges, and Private Meeting Hall land uses that are *accessory facilities of a principal use* subject to the approval of a Conditional Use Permit. The principal use of the site as administrative offices will remain, and *the proposed events will be accessory to the principal use of the site*. The proposed operation will comply with the applicable provisions of the Zoning Code.

### **B. The Appeal and the Deficiencies of the BZA’s Decision**

On October 21, 2024, Appellants appealed the BZA’s decision on the grounds that the BZA failed to act in a quasi-judicial manner as required, instead preferring to play the role of “mediator” in a biased manner. BZA members repeatedly asked whether the parties had tried to mediate their dispute rather than focus on the evidence before them. As then Planning Commissioner – now City Councilmember – Rick Cole, confirmed in the *Pasadena Now* newspaper:

While the Western Center does vital work, their insensitivity to their immediate neighbors brought the City into ironically mediating a thorny legal and practical dispute.

...  
I think *the Board members were able to thread our way to a pragmatic outcome* that can ensure compliance with a reasonable set of standards. The new conditions give the Western Center an opportunity to demonstrate their good faith as good neighbors. (Emphasis added).

In focusing on a “pragmatic outcome”, the BZA thus failed to address the provisions of the Lease that do not allow the proposed use, the prior CUPs on the site that preclude it, Zoning Code Section 17.26.030 that precludes it, the impermissibility of the categorical exemption under CEQA, and the WJC’s repeated violations of the City’s Noise Ordinance that constitute substantial evidence of the harm and detriment to the health, safety, and well-being of the neighbors from the commercial use of the WJC.

### **III. The Prior CUPs**

The BZA also ignored that there already are three CUPs approved for the property. First, CUP #2423 was approved in 1991 to establish an office for the WJC, utilize joint parking and loading, reduce parking, and allow off street parking. Second, CUP #4270 was approved in 2004

to allow a one-story restroom addition to the existing Maxwell House building. Third, CUP #5419 was approved in 2010 to allow a basement expansion beneath the existing Maxwell House building.

The issue now, therefore, is whether a fourth CUP should be approved to allow for profit weddings, anniversaries, memorials and other “life cycle events” on Saturdays and Sundays.

In other words, WJC’s and staff’s position is that from Monday to Friday, CUP #2423 will govern the use of the historic Maxwell House as an office building for WJC’s non-profit work. On Saturday and Sunday, however, CUP #7114 will govern the use of the historic Maxwell House as a club, lodge, and private meeting hall so that it can host for profit events.

Neither the Lease nor the Zoning Code permit or support such an outcome. The City, therefore, has no legal basis to approve it.

#### **IV. The City’s Purchase of The Property and The Lease To WJC**

##### **A. The City’s Purchase of The Property**

If there is no further need for real property owned by the federal government, the property is determined “surplus” and may be made available for negotiated sales to state and local governments for public use/public benefit purposes, among other things. Specifically, pursuant to federal public benefit conveyance legislation, the United States General Services Administration (“GSA”) is authorized to negotiate the disposal of federal surplus property. 40 U.S.C. § 541, *et seq.* The conveyance of surplus property also may be subject to terms and conditions considered necessary to protect or advance the interests of the government. 40 U.S.C. § 550. Some of the qualifying uses for federal surplus property include public health, low-income housing assistance, education, park, and recreation, among others. *Id. See also* 41 C.F.R. § 102-75.350 (“Based on a highest and best use analysis, disposal agencies may make surplus real property available to State and loc. governments and certain non-profit institutions or organizations at up to 100 percent public benefit discount for public benefit purposes. Some examples of such purposes are education, health, park and recreation, the homeless, historic monuments, public airports, highways, correctional facilities, ports, and wildlife conservation.”); 41 C.F.R. § 102-75.255 (federal surplus property to be made available for acquisition by state and local governmental units for public purposes).

According to the City’s July 20, 1993 Agenda regarding the second amendment to the Lease, the Pasadena Surplus Property Authority acquired title to the Maxwell House property from the GSA on September 17, 1989 “for the expressed purpose of leasing it to the Western Justice Center.” *See* Exhibit “C”. The City’s Executive Director stated that the WJC would “provide an institutional center of national repute for study and research in the areas of law reform, improvements to judicial administration and lawyer competency, law-related education and service to the community with respect to improvement in legal processes and the use of alternative processes to litigation.” *Id.*



In short, the GSA sold the property to the Pasadena Surplus Property Authority so that it could lease it to the WJC for law-related public functions that are a “100 percent public benefit”.

As further noted in the March 31, 1989 staff report to the City Council, the use of the property is “restricted to the purposes described in the Plan of Public Purpose for Surplus Property,” which requires the WJC to be operated for “non-profit law-related functions.” *See* Exhibit “D” at 3. Also, “[t]here is an express prohibition against leasing the premises for legal services for profit, or for *any* for profit activities.” *Id.* (Emphasis added). The Property is to be used for public purposes, that is, for law-related functions and *not* for profit. This prohibition made sense because of the surrounding residential neighborhoods abutting the site, as explained on Pages 1 and 2 of the Plan for Public Use. *See* Exhibit “E.”

Page 1 of the Plan for Public Use even expressly recognizes the need for WJC to fit harmoniously within the neighborhood when stating that the WJC site “is a site of important historic and architectural significance within a stable residential neighborhood of low and medium density. The neighborhood is a compatible mix of large homes on spacious lots, condominiums and institutional uses including the Court of Appeals building. The Center will become a welcome addition to this neighborhood and would be associated with the City’s long tradition of harmoniously joining fine institutions with neighborhoods of architectural and environmental sensitivity.” *Id.*, pp. 1-2. The only “ancillary activities” referenced are then stated as “seminars, conferences, and conventions ... produced in association with the Center.” *Id.*, p. 3.

As such, to the extent that the City staff or WJC argues that the Lease can be amended to permit for profit use, this is not allowed because the non-profit use restrictions in the Lease flow from the federal plan for use of surplus property that cannot be removed.

## **B. The Lease To WJC**

According to the City’s Lease with WJC, WJC is bound by the Plan of Public Use for Surplus Property (“Plan of Public Use”) that dedicated the property to the public purposes of the City, namely, to assist in the City’s goal to “provide increased and improved legal services to the citizens of Pasadena” and to “provide a forum for educational research.” *See* Exhibit “F,” Section 5.1.

The language in the Lease is consistent with the City Manager’s statements and the parties’ intent to prohibit for profit activities on the Premises. Specifically, Section 1.2 states:

This Lease is not entered into as a commercial transaction by either party, but Landlord wants to ensure that its goals are met, *that the operations of Tenant do not constitute a nuisance or otherwise disturb the neighborhood*, and that the Premises are properly maintained and protected.

*See* Exhibit “F” (emphasis added). Similarly, Section 5.1 expressly states:



The Premises shall be used and occupied by Tenant and its sublessees *only for the purposes described in the Plan of Public Use for Surplus Property*, including but not limited to the following non-profit law related functions, ... and for no other purposes whatsoever. *Tenant is expressly prohibited from leasing the Premises or any portion thereof to lawyers offering legal services for profit or allowing the Premises or any portion thereof to be used for any for profit activities.*

*Id.* (emphasis added).

Neither the City nor the WJC ever negotiated or contemplated the use of the historic Maxwell House as a for-profit “life cycle event” venue. To the contrary, the Lease and City records are direct evidence that the Maxwell House may not be used “for any for profit activities.” *Id.*

Over the years, WJC’s conduct abiding by the terms of the Lease further evidences its understanding of the prohibition against for profit activities. Appellants have lived in the neighborhood for over a decade and can testify that prior to re-opening after the COVID-19 pandemic, WJC had a few weddings intermittently. They were never held on Sundays and never held according to an approved schedule with as many attendees as they are now seeking to host.

The statements on pages 3 and 9 of your staff report that weddings have occurred at the Maxwell House for 15 years is thus patently false, as is the statement that the schedule presented for this CUP is “a reduction of the use when compared to previous years”.

Moreover, beginning in 2022, WJC hosted fifty-eight weddings in 41 weekends. Despite the neighbors’ complaints, the weddings were held without any City approvals. In fact, after a car accident occurred, the for-profit use of the premises was brought to the City’s attention, which led Code Enforcement Officer Israel Del Toro to remind WJC that “[t]he banquet facility use is prohibited” not only by the Zoning Code, but also under the Lease. *See Exhibit “G”* (August 8, 2022 email captioned “Unpermitted Use”). *See also Exhibit “H”* (August 4-8 emails to Taka Suzuki, District 6 Field Representative re car accident and not allowed use). WJC also was told the Lease, and the Zoning Code prohibited the use of the office building as a wedding venue in 2022. *See Exhibit “I.”*

Rather than shut down the prohibited use as required, however, the City Manager intervened after receiving an inquiry from Councilmember Madison, and the Planning Department issued a Temporary Use Permit (“TUP”) for thirty-six weddings in 2023 and a TUP for twenty-eight weddings in 2024. *See Exhibit “J.”* Without any justification other than they “really need the revenue,” two “temporary” use permits were issued for sixty-four weddings over two years.

At no point did the City amend the Lease or the Zoning Code to allow for the issuance of each TUP. Rather, as stated on page 8 of your staff report, the City now takes the position that the Lease allows for “events and other purposes during non-business hours.” To reach that

conclusion, WJC and staff simply ignore Section 1.2, the Plan of Public Use in Exhibit B to the Lease, and the entirety of the language in Section 5.1. They also ignore the intent of the Lease clearly stated on Page 1 of it, *i.e.*, that it is not a commercial transaction by either party.

Moreover, page 8 of the staff report says: “The City’s Economic Development Department is responsible for enforcing the lease provisions and has concluded that the lease states...” to support the City’s position. It does not state that the City Attorney’s Office supports the position. Please note, the Office of Economic Development is in the City Manager’s Office, which is consistent with the email attached as Exhibit “J” to this letter.

However, as stated in Exhibit “G” to this letter, Code Enforcement met with the City Attorney’s Office and determined the proposed use “is not only prohibited by Zoning, but by their lease.” Code Enforcement then told WJC, which led to its Board member contacting Councilmember Madison, who contacted the City Manager, who then contacted the Planning staff, as shown in Exhibit “J.” As a result, they have taken a position that eviscerates the express language of the Lease.

Contrary to the non-legal opinion of the Office of Economic Development, California law also does not allow for such legal sophistry. *See, e.g.*, Cal. Civ. Code § 3534 (“Particular expressions qualify those which are general.”); Cal. Civ. Proc. § 1859 (“in the construction of the instrument the intention of the parties, is to be pursued, if possible; and when a general and particular provision are inconsistent, the latter is paramount to the former. So a particular intent will control a general one that is inconsistent with it”); *Kavruck v. Blue Cross of Cal.*, 108 Cal. App. 4th 773, 781 (2003) (in the interpretation of contracts, “a specific provision relating to a particular subject will govern in respect to that subject, as against a general provision, even though the latter, standing alone, would be broad enough to include the subject to which the more specific provision relates”); *Bed, Bath & Beyond of La Jolla, Inc. v. La Jolla Village Square Venture Partners*, 52 Cal. App. 4th 867, 877 (1997) (applying the “fundamental principle” that a “specific provision relating to a particular subject will govern over a general provision, even though the general provision standing alone would be broad enough to include the subject to which the specific provision relates” in case determining whether an agreement to lease real property for a term exceeding one year is within the statute of frauds). *See also* Cal. Civil Code § 1641 (“The whole of a contract is to be taken together, so as to give effect to every part, if reasonably practicable, each clause helping to interpret the other.”); Cal. Civ. Code § 1650 (“Particular clauses of a contract are subordinate to its general intent.”). “Under the principle of *ejusdem generis* (literally, ‘of the same kind’) [Citations], where specific words follow general words in a contract, ‘the general words are construed to embrace only things similar in nature to those enumerated by the specific words.’ ” [Citations].) *Nygaard, Inc. v. Uusi-Kerttula*, 159 Cal. App. 4th 1027, 1045 (2008) (applying the principle of *ejusdem generis* to confidentiality provision of employment contract and the phrase “any information, knowledge or data of the Company” must be construed considering the kinds of protected information enumerated in the sentence that follows). The principle of *ejusdem generis* applies equally to statutes and contracts, and even where the contract language is unambiguous. *Id.* at 1044 n. 4 & 1045 n.5. *See also Linda Vista Park, LLC v. Linda Vista, LLC*, Case No. G049497, 2014 WL

1679246 (Cal. Ct. App. Apr. 29, 2014) (applying the rule of ejusdem generis to interpretation of the lease agreement).

In sum, for over thirty years the City and WJC knew that the Lease did not allow for profit activities under its express language and Plan of Public Purpose. For political reasons, they now want to change their long-standing position without any regard to the harm caused to the very neighborhood that was intended to be protected as stated in Section 1.2 of the Lease.

## V. The Zoning Code

The Maxwell House is located within the PS-1 (Public and Semi-Public) zoning district. Under Zoning Code Section 17.26.030, “[c]lubs, lodges, private meeting halls” are listed as a “C(2)” land use, meaning it requires a CUP in accordance with Footnote 2, which states they are “[l]imited to accessory *facilities* of a principal use.” Zoning Code § 17.26.030 (emphasis added).

*First*, as the February 10, 2025 staff report states on page 8, “Clubs, lodges, private meeting halls” are defined as a “meeting, recreational, or social facility of a private or nonprofit organization primarily for use by members or guests.” However, the WJC has NO members. It is not a membership organization like the Elks Club or University Club. As such, the “Clubs, lodges, private meeting halls” definition does NOT apply to WJC by definition as it is not “primarily for use by members”.

*Second*, renting the historic Maxwell House for weddings and other life cycle events *as advertised on its website* is not using it “primarily for use by members or guests.” Just the opposite. It is opening it up to the public at large as a commercial venue for profit as WJC and the staff readily admit in the application for the CUP and staff report, respectively. In short, *anyone* who accesses their on-line, public, very commercial wedding website can use it without any limitations despite the language of the Code.

*Third*, the February 10, 2025 staff report mistakenly states on pages 4 and 8 that the proposed use as a wedding venue “would be accessory to the primary administrative offices use,” which is an incredibly disingenuous sleight of hand that changes the limitation in Footnote 2 of Zoning Code Section 17.26.030 from “accessory facilities” to “accessory use.”

But “accessory facilities” are different from an “accessory use.”

Under the Code, an “accessory use” is defined as “[a] land use that is incidental and subordinate to the main use of the site and located on the same site as the main use. An accessory use may be located either in the principal structure or an accessory structure.”

Conversely, “facilities” means tangible assets such as buildings, infrastructure, and real estate. Webster’s Dictionary defines it as “something (such as a hospital) that is built, installed, or established to serve a particular purpose.”



Here, the “facility” is the historic Maxwell House. Under the Zoning Code (and prior CUPs) it is the “Structure, Main, Primary, or Principal,” which is defined in the Code as “[a] structure that houses the primary use on a property or lot. ***It shall not include accessory structures*** (e.g., garages, pool houses, or sheds).” Zoning Code, Article 8 (emphasis added). “Structure, Accessory” is then defined as “[a] structure that is subordinate to, ***and detached from the main structure***, the use of which is incidental and subordinate to that of the main structure.” *Id.* (emphasis added).

The limitation in Footnote 2 of Zoning Code Section 17.26.030, therefore, means that the proposed use cannot be in the historic Maxwell House itself because it is not an accessory facility. Rather, it must be limited to one of the accessory structures on the leased premises, if any exist.

In short, calling the proposed wedding venue an “accessory use” eliminates the limitation in Footnote 2 that it is only to be allowed in “accessory facilities.” The CUP (and existing TUPs) are not allowed under the Zoning Code and sleights of hand to avoid the limitation in Footnote 2 does not change that fact.

## **VI. The Findings, CEQA & The Noise Ordinance**

Appellants’ letters and exhibits are attached as Exhibits E and F to the February 10, 2025 staff report. Both explain in detail why the required findings cannot be made, why a categorical exemption under CEQA is unwarranted and a violation of CEQA, and how the proposed use has been the subject of numerous neighborhood complaints and a violation of the City’s Noise Ordinance. Appellant’s Noise Study is attached as Exhibit G to Exhibit F of your staff report. All those points are incorporated herein by this reference.

Several additional points, however, must be made.

***First***, what is the “exempt class” referenced on page 10 of the February 10, 2025 staff report under “Environmental Review”? How can the proposed wedding venue be exempt when the entire use of the building is changed, and the impacts of a wedding venue have never been studied? While the sleight of hand to circumvent the limitation in Footnote 2 of the Code is being used again, nowhere does staff define the “exempt class.” Without it, no such CEQA determination can be made.

***Second***, the “existing facilities” categorical exemption under CCR Section 15301 “consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of “existing facilities” itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use. no studies were done to support any such exemption.” How does the expansion of the use to such a dramatic degree constitute any remotely close to “negligible” and/or “no

expansion.”

*Third*, no categorical exemption may be used unless it is established that there will be no traffic, air quality, noise, greenhouse gas or other significant impact on the environment, which is why the City routine does those studies before agreeing to one. Further, all exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant. Where are those studies? Why was the obvious cumulative impact not studied?

*Fourth*, on July 15, 2024, the City Council directed the City Attorney to prepare an ordinance amending the City’s Noise Ordinance. *See* Exhibit “K.” As stated on page 3, “staff recommends revising section 9.36.050 to set exterior noise standards based on the land use for particular locations....The exterior noise standards would vary based on land use, recognizing that noise levels that may be appropriate for commercial or industrial area may not be appropriate for residential or mixed-use areas.” *Id.*, p. 3. As such, since the Noise Ordinance is going to change, there is no basis to grant the CUP until the new standards are known and there is no prejudice against WJC to wait for the new standards.

*Fifth*, the Hearing Officer made the finding that “the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing . . . in the neighborhood of the proposed use,” based upon the imposition of the conditions of approval. In other words, *if* the WJC abides by the conditions, there should not be a problem. But the CUP allows weddings with up to a maximum of 150 people to occur between 9:00 a.m. and 11:00 p.m. on weekends, after the building has been used during office hours throughout the week. No study was done to determine whether the conditions would eliminate the potential harm neighbors have complained about.

Conversely, Appellants have submitted a noise study that shows the WJC routinely violates the existing Noise Ordinance. *See* Exhibit G to Exhibit F of the February 10, 2025 staff report. As such, a building that was only used five days a week will now be used every day of the week for longer hours than regular office hours, without any study of the traffic, noise, air quality or other impacts necessary to make that finding as required under CEQA for any categorical exemptions. There is thus no substantial evidence to support this finding, nor approve a categorical exemption under CEQA.

**VII. The Conditions of Approval Are Meaningless Because They Are Not Enforced**

The BZA’s decision sets forth several conditions of approval related to the proposed use. However, the City has failed to enforce them. In fact, Appellants complained of violations of condition nos. 19 and 21 because noise from three to five people congregating on the outdoor patio of the Maxwell House with the rear door open late in the evening of October 12, 2024 was loud enough that adjacent residents could easily hear them. In response to Appellants’ request that the City issue a citation, the City stated that it could not issue a citation because a City code compliance officer did not personally observe the violation/did not have personal knowledge of the violation. *See* Exhibit “L,” p. 3. Similarly, when Appellants complained that debris was left



in the west open entrance area, and the front porch of a neighboring property owner at 1 South Grand Avenue was used for photographs on November 23, 2024, the City once again said that citations could not be issued due to lack of personal knowledge on the part of a City code compliance officer.

These are only two of the many complaints, but the responses are untenable and show the conditions of approval in connection with the CUP are meaningless. Indeed, the City's website even states that the Code Compliance Division handles "[n]oncompliance with conditions of Conditional Use Permits, Variances, and projects approved with Mitigation Measures." However, it subsequently states that it does not "inspect loud music or noisy neighbor complaints."

In short, no City department will respond to noise complaints, which simply shows that the conditions of approval for the CUP are ineffectual and fail to protect the health, safety, and well-being of the neighbors. WJC's failure to protect Appellants from the noise also violates Section 5.2 of the Lease, which states that it "shall not use nor permit the use of the Premises in any manner that will tend to create a waste or a nuisance."

As a result, the conditions of approval are meaningless and fail to protect the health, safety, and general welfare of nearby residents. The BZA's decision that the CUP does not result in any harm to Appellants is thus not supported by substantial evidence, or any evidence for that matter.

**VIII. At A Minimum, The Proposed Conditions of Approval Must Be Changed To Better Protect The Neighbors**

The Lease and Zoning Code do not permit the CUP, the findings for it cannot be made, the categorical exemption violates CEQA, and harmful commercial uses cannot and must not be permitted in residential neighborhoods. We, therefore, are asking you to reverse the BZA's decision so that you protect and preserve the sanctity of the Appellants' neighborhood.

One other option available to the City Council are to remand the matter back to the BZA to address the Lease and Zoning Code issues directly, which as explained above it failed to do.

If, however, for whatever reason, you want to go on record publicly as not wanting to protect this neighborhood, then at a minimum, the proposed conditions of approval must be revised drastically to avoid ruining Appellants' quality of life.

Specifically, if the City Council decides that the CUP should issue to WJC, Appellants propose revised conditions of approval (*see* Exhibit "M") to balance WJC's need for revenue to rebuild its finances post-pandemic with Appellants' need for the uninterrupted use of their property. The proposed conditions provide three years for WJC to rebuild its finances with only eighteen events in 2025, 12 events in 2026, and 6 events in 2027 before being totally phased out



thereafter. Further, the proposed conditions limit the number of people to 75 (which is consistent with what the WJC event coordinator said she needed), the timing to Saturdays only, the hours to no earlier than 10:00 a.m. among other protective measures.

Appellants are not waiving any of their arguments by submitting these revised conditions. In fact, Appellants provided them to WJC in November 2024. However, WJC never responded. Appellants thus stand by their legal positions, are not waiving any of them, and submit them as a practical matter should the City Council be looking for options to consider after hearing the appeal.

Thank you for your consideration and attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard A. McDonald". The signature is fluid and cursive, with a large initial "R" and a checkmark-like flourish at the end.

Richard A. McDonald, Esq.  
Law Office of Richard A. McDonald,  
Of Counsel, Stoner Carlson LLP

# **EXHIBIT A**

**SCHEDULE O**  
(Form 990)

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.  
Attach to Form 990 or 990-EZ.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2023**

Open to Public  
Inspection

Name of the organization  
WESTERN JUSTICE CENTER FOUNDATION

Employer identification number  
95-4176583

Return Reference	Explanation
PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:	WJC ENVISIONS A WORLD IN WHICH COMMUNITIES ARE HEALED, UNITED AND TRANSFORMED THROUGH CONFLICT RESOLUTION EDUCATION AND RESTORATIVE PRACTICES ROOTED IN EQUITY, JUSTICE AND OPPORTUNITY. OUR MISSION IS TO EMPOWER PEOPLE TO STRENGTHEN THEIR COMMUNITIES BY GROWING THE CONFLICT RESOLUTION SKILLS AND CAPACITY OF YOUTH, EDUCATORS, SCHOOLS AND COMMUNITY PARTNERS.
PART III, LINE 4B, PROGRAM SERVICE ACCOMPLISHMENTS:	<p>WJC PROVIDES AN ANTIDOTE TO THE DIVISIONS GRIPPING OUR NATION. WE EQUIP YOUNG PEOPLE (AND THE ADULTS WHO SUPPORT THEM) WITH THE TOOLS TO MANAGE CONFLICT, REDUCE VIOLENCE, NAVIGATE COMPLEX PROBLEMS AND EMBRACE THEIR DIFFERENCES IN ORDER TO POSITIVELY AFFECT THEIR FUTURE - AND OURS. WWW.WESTERNJUSTICE.ORG. OVERVIEW: IN THE LAST 2 YEARS ALONE, WJC HAS TRAINED AND MOBILIZED MORE THAN 2,000 STUDENTS AND EDUCATORS. BY SERVING AS PEER MEDIATORS AND RESTORATIVE CIRCLE FACILITATORS, THESE NEW CONFLICT-ADEPT LEADERS HAVE MAINTAINED THE PEACE AT THEIR SCHOOLS, DESPITE STRUCTURAL INEQUITIES AND VIOLENCE IN THEIR COMMUNITIES. THE RESULTS ARE TRANSFORMATIVE. FOR MORE DETAILED INFO ON OUR PROGRAMS, GO TO WWW.WESTERNJUSTICE.ORG/STRATEGICPLAN. PUBLIC POLICIES DESIGNED TO ADVANCE EDUCATIONAL EQUITY MUST BE SUPPORTED BY EFFECTIVE STRATEGIES FOR IMPLEMENTATION AND SUSTAINABILITY. THAT IS WHY WJC WORKS ON A LONG-TERM, OFTEN DISTRICT-WIDE BASIS WITH ITS SCHOOL PARTNERS TO BUILD CAPACITY, INFRASTRUCTURE AND BUY-IN AT ALL LEVELS (STUDENT, CERTIFICATED AND CLASSIFIED STAFF, ADMINISTRATION, PARENTS AND COMMUNITY PARTNERS). INVOLVING MORE THAN 30 SCHOOLS ACROSS 7 SCHOOL DISTRICTS, WJC'S EFFORTS REPRESENT THE LARGEST SCALED CONFLICT RESOLUTION EDUCATION INITIATIVE IN LOS ANGELES COUNTY WITH THE POWER TO TRANSFORM SCHOOL CULTURE AND CLIMATE FOR MORE THAN 25,000 YOUTH. WHAT WE LEARN THROUGH OUR PARTNERSHIPS, WE SHARE WITH THE WORLD. WJC LOCAL SCHOOL-BASED EXPERIENCE IS TRANSLATED INTO ONLINE CURRICULUM, WHICH IS ACCESSED BY MORE THAN 45,000 PRACTITIONERS IN MORE THAN 100 COUNTRIES WORLDWIDE. WWW.SCHOOLTOOLS.INFO. EVIDENCE-BASED PRACTICES: THE SIGNIFICANCE OF POSITIVE PEER RELATIONSHIPS AMONG CHILDREN AND ADOLESCENTS IN SCHOOLS IS WELL-DOCUMENTED IN EDUCATIONAL RESEARCH LITERATURE. CHILDREN AND ADOLESCENTS' PSYCHOLOGICAL CONNECTION TO SCHOOL AFFECTS THEIR MOTIVATION AND PARTICIPATION. YOUTH WHOSE IDENTITIES AND CULTURES ARE WELCOMED AND VALIDATED BY THE SCHOOL AND THEIR PEERS CAN HAVE A PROFOUND EFFECT ON A STUDENT'S CAPACITY TO POSITIVELY ENGAGE IN THE SCHOOL COMMUNITY AND ACHIEVE ACADEMICALLY, LEADING TO HIGHER LEVELS OF SELF-WORTH, AND LOWER LEVELS OF ANXIETY, LONELINESS, AND DEPRESSION. (SEE TOSHALIS &amp; NAKKULA, 2012; DRYBURGH, PONATH, BUKOWSKI &amp; DIRKS, 2021.) BASED ON RESEARCH FROM CAL POLY POMONA, STUDENTS IN SCHOOLS WITH WJC-SUPPORTED PROGRAMS HAVE A HIGHER SENSE OF BELONGING, MORE TRUST BETWEEN MEMBERS OF THE SCHOOL COMMUNITY AND MORE EFFECTIVE STRATEGIES FOR KEEPING STUDENTS ENGAGED - SOCIALLY, EMOTIONALLY AND ACADEMICALLY. WJC-SUPPORTED SCHOOLS WITH POSITIVE PEER INTERACTIONS SHOWED RESULTS THAT WERE IN STARK CONTRAST TO NATIONAL TRENDS. WHEREAS MORE THAN 80% OF U.S. PUBLIC SCHOOLS SURVEYED REPORTED DECREASED SOCIAL EMOTIONAL DEVELOPMENT, INCREASED BEHAVIORAL ISSUES AND SIGNIFICANTLY INCREASED CHRONIC ABSENTEEISM, WJC-SUPPORTED SCHOOLS SHOWED THE EXACT OPPOSITE: MORE TRUST, LESS CONFLICT, MORE ENGAGEMENT, LESS VIOLENCE. PLUS, IMPROVED ACADEMIC OUTCOMES! AS ONE TEACHER SAID: "THE KIDS NEED TO KNOW THAT YOU CARE ABOUT THEM. RESTORATIVE PRACTICES BUILD TRUST AND RESPECT. ONCE YOU HAVE THAT, EVERYTHING ELSE COMES EASIER. THAT IS THE WHOLE BASIS FOR A QUALITY EDUCATION." FOR TESTIMONIAL VIDEOS, GO TO <a href="https://www.youtube.com/channel/UCGXBOMWHLG41QH7YLLDOCQ">HTTPS://WWW.YOUTUBE.COM/CHANNEL/UCGXBOMWHLG41QH7YLLDOCQ</a>. KEY ACCOMPLISHMENTS: STARTING WITH 4 PILOT SCHOOLS IN 2020, WJC NOW HAS: -THREE MULTI-YEAR, DISTRICTWIDE PARTNERSHIPS THAT WILL INCLUDE AT THEIR HEIGHT MORE THAN 40 SCHOOLS: 10 IN AZUSA UNIFIED (K-12), 23 IN PASADENA UNIFIED (K-12), AND 15 IN EL MONTE CITY SCHOOL DISTRICT (TK-8). -A COUNTYWIDE PARTNERSHIP INVOLVING SCHOOLS FROM 4 SCHOOL DISTRICTS (ABCS, HACIENDA HEIGHTS-LA PUENTE, INGLEWOOD AND NORWALK-LA MIRADA) IN SUPERVISOR DISTRICTS 1, 2 AND 4. -A REGIONAL PEACEBUILDING YOUTH SUMMIT THAT HAS GROWN SO QUICKLY (FROM 225 TO 500 PARTICIPANTS) THAT ITS 2025 ITERATION WILL INCLUDE SEPARATE DATES FOR ELEMENTARY, MIDDLE AND HIGH SCHOOL STUDENTS. -A DEDICATED GROUP OF "MEDIATION MENTORS" WHO SHARE THEIR INSIGHTS AND EXPERIENCE WITH THE NEXT GENERATION OF CONFLICT-ADEPT LEADERS. -AND A FIRST OF ITS KIND LAW SCHOOL SEMINAR FOCUSED ON CONFLICT RESOLUTION EDUCATION IN K-12 SCHOOLS.</p>
PART III, LINE 4B, PROGRAM SERVICE ACCOMPLISHMENTS CONTINUED:	<p>WJC MANAGES A HISTORIC, FOUR-BUILDING CAMPUS IN OLD TOWN PASADENA NEXT TO THE US COURT OF APPEALS FOR THE NINTH CIRCUIT. SITUATED IN A VIBRANT MIXED-USE COMMUNITY NEAR OTHER INSTITUTIONS LIKE THE NORTON SIMON MUSEUM, THE SHAKESPEARE CLUB AND THE ROSE BOWL, THE CAMPUS SERVES AS A COMMUNAL GATHERING PLACE FOR NONPROFITS, COMMUNITY GROUPS AND LIFE CYCLE EVENTS. EACH OF THE FOUR BUILDINGS ARE MORE THAN 100 YEARS OLD AND REQUIRE CONSTANT REPAIR, MAINTENANCE AND CAPITAL IMPROVEMENT. THEIR PRESERVATION IS SECURED BY A 99-YEAR LEASE BETWEEN WJC AND THE CITY OF PASADENA. FULL FINANCIAL RESPONSIBILITY FOR THE FOUR BUILDINGS AND GROUNDS RESTS ON WJC ALONE. WJC WORKS WITH ORGANIZATIONS LIKE THE PASADENA HERITAGE SOCIETY TO ENSURE THAT IMPROVEMENTS TO THE BUILDINGS ARE MADE CONSISTENT WITH THEIR ORIGINATION, TO THE EXTENT FINANCIALLY AND TECHNICALLY FEASIBLE. THREE OF THE FOUR BUILDINGS ON THE WJC CAMPUS SERVE AS DEDICATED OFFICE SPACE FOR NEARLY TWENTY OTHER NONPROFITS. TENANTS INCLUDE ASIAN PACIFIC AMERICAN DISPUTE RESOLUTION CENTER, CALIFORNIA ART CLUB, CALIFORNIA LEAGUE OF WOMEN VOTERS OF PASADENA, COMMUNITY WOMEN VITAL VOICES, CREATE CALIFORNIA, GRACE, ISAAC, JERICHO ROAD PASADENA, LEADERSHIP PASADENA, MOBILITYDOG, MT. WILSON INSTITUTE, PASADENA AUDUBON SOCIETY, PASADENA BEAUTIFUL FOUNDATION, THE LAUREL FOUNDATION, TOOLS FOR PEACE, AND THE UNITED NATIONS ASSOCIATION OF PASADENA, AMONG OTHERS. WJC PROVIDES BELOW-MARKET OFFICE SPACE FOR THESE NONPROFITS, AS WELL AS ACCESS TO ITS FOURTH BUILDING, WHICH IS KNOWN AS THE MAXWELL HOUSE. THE MAXWELL HOUSE SERVES AS WJC'S HEADQUARTERS (SECOND FLOOR) AND AS SPACE FOR COMMUNAL GATHERINGS AND SHORT-TERM RENTALS (FIRST FLOOR). WJC</p>



Return Reference	Explanation
	<p>CAMPUS NONPROFITS USE THE MAXWELL HOUSE FOR BOARD MEETINGS, PROGRAM RELATED TRAININGS AND FUNDRAISING EVENTS. WJC USES THE MAXWELL HOUSE FOR ITS ANNUAL ABCS OF CONFLICT TRAINING PROGRAM FOR EDUCATIONAL LEADERS, BOARD MEETINGS, COMMUNITY ENGAGEMENT EVENTS, AND PROGRAM-RELATED CONVENINGS. OVER THE LAST SEVERAL YEARS, MORE THAN 50 ADDITIONAL NONPROFIT AND COMMUNITY GROUPS HAVE USED THE MAXWELL HOUSE AS WELL, INCLUDING TO CELEBRATE AAPI HERITAGE MONTH, TRAIN HEALTH CARE WORKERS, CONVENE MUSICAL AND VISUAL ARTISTS, TEACH MINDFULNESS AND MEDITATION, DO STRATEGIC PLANNING FOR SCHOOL DISTRICTS, HOST A NATIONAL CONFERENCE FOR NONPROFIT EXECUTIVE RECRUITERS, GATHER MAJOR DONORS TOGETHER, PROVIDE DEI TRAINING, MEET PASADENA'S NEW CITY MANAGER, AND HOLD BOARD MEETINGS FOR LOCAL FOUNDATIONS, BAR ASSOCIATIONS, MEDIATION ASSOCIATIONS AND OTHER PROFESSIONAL GROUPS, AMONG OTHER THINGS. GIVEN THE ENORMOUS FINANCIAL BURDEN OF SUSTAINING THIS EXTENSIVE CAMPUS, WJC HAS RAISED FUNDS THROUGH SHORT-TERM RENTALS OF THE MAXWELL HOUSE, INCLUDING FOR WEDDINGS, MEMORIALS, ANNIVERSARIES AND OTHER LIFE CYCLE EVENTS. FUNDS ARE CRITICAL TO THE PURSUIT OF WJC'S PRIMARY MISSION AND TO ENSURING WJC CAN FULFILL ITS OBLIGATIONS UNDER THE LEASE. IN RELATION TO THE CAMPUS, THESE FUNDS HAVE ALLOWED WJC TO ADDRESS THE IMPACT OF CLIMATE CHANGE ON THE WJC CAMPUS, WHICH HAS BEEN EXTENSIVE, TO CATCH UP ON A SERIES OF MUCH NEEDED STRUCTURAL AND EQUIPMENT REPAIRS RELATED TO ROOFING, PLUMBING, ELEVATOR AND WHEELCHAIR LIFT UPKEEP, SECURITY, HEATING AND AIR, LANDSCAPING, ELECTRICITY, CONCRETE EXTERIORS, WOODWORK INTERIORS, ETC.; AND TO MANAGE WILDLIFE ISSUES THAT ARISE FROM ITS PROXIMITY TO THE ARROYO, AMONG OTHER THINGS.</p>
PART VI, SECTION B, LINE 11B:	<p>ANNUALLY, THE AUDIT COMMITTEE REVIEWS AND APPROVES THE FORM 990. PRIOR TO FILING, THE FORMS ARE CIRCULATED TO THE BOARD OF DIRECTORS FOR A PERIOD OF REVIEW AND COMMENT. AFTER DISTRIBUTION, WJC AUTHORIZES AN INDEPENDENT TAX ACCOUNTANT TO FILE THE FORMS.</p>
PART VI, SECTION B, LINE 12C:	<p>SECTION 11.01 OF THE REVISED AND RESTATED BY-LAWS REQUIRES DIRECTORS TO SIGN A CONFLICT OF INTEREST DISCLOSURE FORM. THE POLICY REQUIRES ALL OFFICERS, DIRECTORS AND KEY EMPLOYEES TO IMMEDIATELY REPORT CERTAIN RELATIONSHIPS AND DISCLOSE RELEVANT CIRCUMSTANCES NECESSARY TO DETERMINE WHETHER A POTENTIAL OR ACTUAL CONFLICT EXISTS. WJC MAY TAKE CORRECTIVE ACTION APPROPRIATE TO THE CIRCUMSTANCES IF THE ORGANIZATION DETECTS A CONFLICT. FAILURE TO DISCLOSE CONSTITUTES GROUNDS FOR DISCIPLINARY ACTION.</p>
PART VI, SECTION B, LINE 15:	<p>THE EXECUTIVE COMMITTEE ASSESSES AND APPROVES THE EXECUTIVE DIRECTOR'S COMPENSATION ANNUALLY USING COMPARABLE COMPENSATION DATA FROM SIMILAR ORGANIZATIONS AND BASED ON AN ANNUAL PERFORMANCE EVALUATION PROCESS. THE EXECUTIVE COMMITTEE DOCUMENTS THE PROCESS IN ITS MEETING MINUTES AND COMPLETED ITS LAST ASSESSMENT AND COMPENSATION ADJUSTMENT IN NOVEMBER 2022.</p>
PART VI, SECTION C, LINE 19:	<p>THE REVISED AND RESTATED BY-LAWS, ANNUAL AUDIT REPORTS, ANNUAL FORM 990 AND OTHER DOCUMENTS ARE AVAILABLE TO THE PUBLIC EITHER ON SITES LIKE CANDID (FORMERLY GUIDESTAR), CHARITY NAVIGATOR OR UPON REQUEST.</p>
FORM 990 PART IX LINE 11G	DESCRIPTION:PROGRAM EVALUATION TOTAL FEES:9750
FORM 990 PART IX LINE 11G	DESCRIPTION:TEMPORARY STAFFING AGENCY TOTAL FEES:50903
FORM 990 PART IX LINE 11G	DESCRIPTION:TRAVEL REIMBURSEMENT TOTAL FEES:910
FORM 990 PART IX LINE 11G	DESCRIPTION:PAYROLL FEES TOTAL FEES:1648
FORM 990 PART IX LINE 11G	DESCRIPTION:PHOTOGRAPHY SERVICES TOTAL FEES:6352
FORM 990 PART IX LINE 11G	DESCRIPTION:YOGA TEACHER TOTAL FEES:350
FORM 990 PART IX LINE 11G	DESCRIPTION:EVENTS SERVICES TOTAL FEES:1875
FORM 990 PART IX LINE 11G	DESCRIPTION:CONSULTING SERVICES TOTAL FEES:121612
FORM 990 PART IX LINE 11G	DESCRIPTION:AMERICORPS VISTA SERVICES TOTAL FEES:17784
FORM 990 PART IX LINE 11G	DESCRIPTION:MEDIA EDITING SERVICES TOTAL FEES:300
FORM 990 PART IX LINE 11G	DESCRIPTION:KEY DUPLICATION SERVICES TOTAL FEES:310
FORM 990 PART IX LINE 11G	DESCRIPTION:KEYNOTE SPEAKER TOTAL FEES:3000
FORM 990 PART IX LINE 11G	DESCRIPTION:MOVING SERVICE TOTAL FEES:2240
FORM 990 PART IX LINE 11G	DESCRIPTION:PMI SUPPLIES TOTAL FEES:2448
FORM 990 PART IX LINE 11G	DESCRIPTION:STAFF JOB SEARCH SERVICES TOTAL FEES:5000

# **EXHIBIT B**



**Return of Organization Exempt From Income Tax**  
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) Do not enter social security numbers on this form as it may be made public.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2023 calendar year, or tax year beginning 01-01-2023, and ending 12-31-2023

<b>B</b> Check if applicable: Address change Name change Initial return Final return/terminated Amended return Application pending	<b>C</b> Name of organization WESTERN JUSTICE CENTER FOUNDATION		<b>D</b> Employer identification number 95-4176583
	Doing business as % KEVIN MATTHEWSNOBLE ACCTING		<b>E</b> Telephone number (626) 584-7494
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 55 S GRAND AVE	<b>G</b> Gross receipts \$ 2,106,045	
	City or town, state or province, country, and ZIP or foreign postal code PASADENA, CA 91105		
<b>F</b> Name and address of principal officer: ELISSA BARRETT 55 S GRAND AVE PASADENA, CA 91105		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No," attach a list. See instructions. <b>H(c)</b> Group exemption number	
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
<b>J</b> Website: westernjustice.org			
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		<b>L</b> Year of formation: 1987	<b>M</b> State of legal domicile: CA

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: SEE SCHEDULE O.		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	32
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	32
	<b>5</b> Total number of individuals employed in calendar year 2023 (Part V, line 2a)	<b>5</b>	10
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>	212
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	0
<b>b</b> Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>7b</b>	0	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	<b>9</b> Program service revenue (Part VIII, line 2g)	1,399,686	1,151,241
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0	0
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-7,217	39,938
	<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,194,384	2,045,226
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0	0
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	671,157	766,975
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)	175,203	102,168
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) 277,227		
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	678,175	885,962
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,524,535	1,755,105	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	669,849	290,121	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	<b>21</b> Total liabilities (Part X, line 26)	3,732,070	4,001,932
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	234,541	214,282
		3,497,529	3,787,650

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer ELISSA BARRETT EXECUTIVE DIRECTOR		2024-09-11 Date	
	Type or print name and title			
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN P02471751
	Firm's name MILLER KAPLAN ARASE LLP			Firm's EIN
	Firm's address 595 MARKET ST STE 920 SAN FRANCISCO, CA 941052814			Phone no. (415) 956-3600



**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part IX

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing . . . . .	1,123,877	<b>1</b>	1,455,909
	<b>2</b> Savings and temporary cash investments . . . . .	30,974	<b>2</b>	30,882
	<b>3</b> Pledges and grants receivable, net . . . . .	207,800	<b>3</b>	127,258
	<b>4</b> Accounts receivable, net . . . . .	30,543	<b>4</b>	83,503
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .	0	<b>5</b>	0
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) . . . . .	0	<b>6</b>	0
	<b>7</b> Notes and loans receivable, net . . . . .	0	<b>7</b>	0
	<b>8</b> Inventories for sale or use . . . . .	0	<b>8</b>	0
	<b>9</b> Prepaid expenses and deferred charges . . . . .	33,340	<b>9</b>	25,158
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D <b>10a</b> 4,775,894			
	<b>b</b> Less: accumulated depreciation <b>10b</b> 2,496,672	2,305,536	<b>10c</b>	2,279,222
	<b>11</b> Investments—publicly traded securities . . . . .	0	<b>11</b>	0
	<b>12</b> Investments—other securities. See Part IV, line 11 . . . . .	0	<b>12</b>	0
	<b>13</b> Investments—program-related. See Part IV, line 11 . . . . .	0	<b>13</b>	0
	<b>14</b> Intangible assets . . . . .	0	<b>14</b>	0
	<b>15</b> Other assets. See Part IV, line 11 . . . . .	0	<b>15</b>	0
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 33) . . . . .	3,732,070	<b>16</b>	4,001,932	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .	69,127	<b>17</b>	67,438
	<b>18</b> Grants payable . . . . .	0	<b>18</b>	0
	<b>19</b> Deferred revenue . . . . .	137,625	<b>19</b>	119,159
	<b>20</b> Tax-exempt bond liabilities . . . . .	0	<b>20</b>	0
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .	0	<b>21</b>	0
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .	0	<b>22</b>	0
	<b>23</b> Secured mortgages and notes payable to unrelated third parties . . . . .	0	<b>23</b>	0
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .	0	<b>24</b>	0
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17 - 24). Complete Part X of Schedule D . . . . .	27,789	<b>25</b>	27,685
	<b>26 Total liabilities.</b> Add lines 17 through 25 . . . . .	234,541	<b>26</b>	214,282
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions . . . . .	3,294,502	<b>27</b>	3,650,028
	<b>28</b> Net assets with donor restrictions . . . . .	203,027	<b>28</b>	137,622
	<b>Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.</b>			
	<b>29</b> Capital stock or trust principal, or current funds . . . . .		<b>29</b>	
	<b>30</b> Paid-in or capital surplus, or land, building or equipment fund . . . . .		<b>30</b>	
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds . . . . .		<b>31</b>	
<b>32</b> Total net assets or fund balances . . . . .	3,497,529	<b>32</b>	3,787,650	
<b>33</b> Total liabilities and net assets/fund balances . . . . .	3,732,070	<b>33</b>	4,001,932	

Part XI Reconciliation of Net Assets

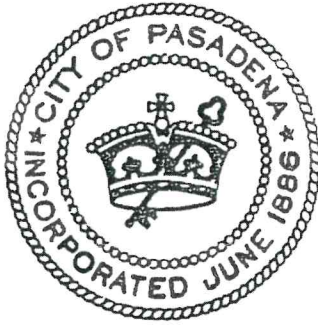
Table with 10 rows for reconciliation of net assets. Columns include line numbers (1-10) and amounts. Total revenue is 2,045,226; total expenses are 1,755,105; revenue less expenses is 290,121; net assets at beginning of year is 3,497,529; net assets at end of year is 3,787,650.

Part XII Financial Statements and Reporting

Form for financial statements and reporting. Includes questions 1, 2a, 2b, 2c, 3a, and 3b regarding accounting methods, independent accountant reviews, and audit requirements. Includes 'Yes' and 'No' columns for responses.

# EXHIBIT C





## Agenda Report

TO: Pasadena Surplus Property Authority July 20, 1993

FROM: Executive Director

SUBJECT: Second Amendment to Lease Agreement between the Pasadena Surplus Property Authority and the Western Justice Center - Revised Improvement Schedule

### RECOMMENDATION:

It is recommended that the Pasadena Surplus Property Authority approve the attached revised Improvement Schedule, known as "Exhibit C" to the Lease between the Surplus Property Authority and the Western Justice Center, and authorize the President of the Surplus Property Authority to execute the Second Amendment to the Lease Agreement incorporating the revised Improvement Schedule into the Lease.

### BACKGROUND:

In April, 1989 the Pasadena Surplus Property Authority authorized the Executive Director to purchase real property on South Grand Avenue on the grounds of the former Vista del Arroyo. The property was acquired through a negotiated acquisition from the U.S. General Services Administration for the expressed purpose of leasing it to the Western Justice Center. On September 17, 1989, the City acquired title to the site and then received possession of the property from the Federal Government.

Also in April, 1989 the Authority executed a 55 year lease with the Western Justice Center which was effective upon the date on which the City took possession of the property.

When the Pasadena Surplus Property Authority approved the purchase of the site and the lease with the Western Justice Center, it was with the understanding that a time-table for the rehabilitation of the structure would be negotiated and a schedule would be established not to exceed 36 months. This Improvement Schedule was incorporated into the lease itself as Exhibit "C." On February 13, 1990 the First Amendment to the Lease Agreement was executed adopting the Improvement Schedule in detail.

Attached to this report is a letter from Mr. Donald P. Baker, counsel for the Western Justice Center, requesting consideration of the Second Amendment to Lease Agreement adopting the "Revised Improvement Schedule." Drafts of the proposed amendment and schedule are also attached to Mr. Baker's letter.

As stated in Mr. Baker's letter, rehabilitation of the first building is underway. Although substantial private contributions have been pledged to this project, general economic conditions have caused fund raising efforts to fall short of anticipated goals. At this point in the project it is clear that successful fund raising will be dependent upon the completion and occupancy of buildings in phases. In this way potential contributors and occupants will be able to see the full potential of the Center.

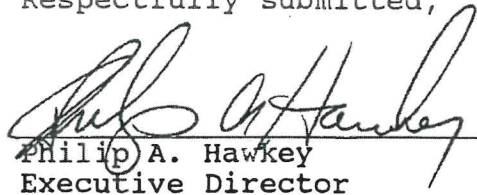
It is the staff's view that the proposed Revised Improvement Schedule is realistic and reasonable.

The staff continues to be strongly supportive of this project which will provide an institutional center of national repute for study and research in the areas of law reform, improvements to judicial administration and lawyer competency, law-related education and service to the community with respect to improvement in legal processes and the use of alternative processes to litigation.

FISCAL IMPACT:

There is no fiscal impact. The Western Justice Center Foundation is the responsible party for raising the funds for the rehabilitation work and managing this project.


Respectfully submitted,

  
Philip A. Hawkey  
Executive Director

Prepared by:

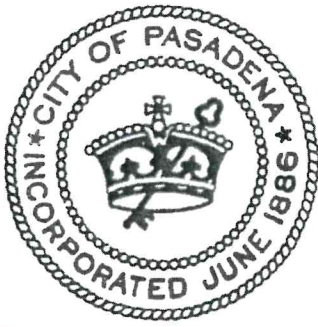
  
Donald H. Nollar, Director  
Planning, Building & Neighborhood Services

Concurrence:

  
Victor Kaleta, City Attorney

# **EXHIBIT D**





# Agenda Report

TO: Surplus Property Authority Date: March 31, 1989  
FROM: City Manager  
SUBJECT: SUBJECT: Approval of a lease between the Western Justice Center and the Pasadena Surplus Property Authority and submission of an Offer to Purchase Property to G.S.A. for real estate located at 55-85 South Grand Avenue on behalf of the Western Justice Center.

**RECOMMENDATION:** It is recommended that the Pasadena Surplus Property Authority approve the attached lease with the Western Justice Center for the use of property located at 55-85 South Grand Avenue.

It is further recommended that the Surplus Property Authority submit the attached Offer to Purchase Real Estate to the United States of America, General Services Administration (G.S.A.), for real estate located at 55-85 South Grand Avenue.

**BACKGROUND:** On November 29, 1988 the Board of Directors authorized the City Manager to prepare and submit an Offer to Purchase Real Estate to G.S.A. for the acquisition of four bungalows located at 55-85 South Grand Avenue for a purchase price of \$412,000. This authorization was made contingent upon the approval of a lease between the City and the Western Justice Center for the rehabilitation and use of the property. This report will provide the Surplus Property Authority with a summary of the proposed lease and explain the terms of purchase of the property from the G.S.A.

In giving its authorization to proceed, the Board of Directors established two important policy guidelines:

- (1) That all monies are to be advanced by the Western Justice Center to the City before payments are made to G.S.A.
- (2) That the Western Justice Center prepare and follow an expeditious schedule for the rehabilitation of the four bungalows.

## I. The Proposed Lease

Negotiations between the City staff and representatives of the Western Justice Center began in December, 1988 and were successfully concluded on March 28, 1989. The proposed lease was approved by the Western Justice Center Board at a meeting on March 30. The lease was prepared by attorneys Steve Dorsey and Jeff Rabin of Richards, Watson and Gershon, on contract with the City. Donald Baker, an attorney with Latham & Watkins, represented the Western Justice Center.

The salient points of the lease are as follows:

- . Parties - The lease is between the Pasadena Surplus Property Authority, as Landlord, and the Western Justice Center, as Tenant. The Surplus Property Authority was specifically established to facilitate the acquisition of the property. The Surplus Property Authority Ordinance was given second reading on March 28, 1989 and became effective upon publication (April 2, 1989).
- . Term - The term shall be for fifty-five years commencing on the date on which the Surplus Property Authority has possession. The Western Justice Center shall have one option to extend for a period of 44 years. (A Surplus Property Authority, under State law, is allowed to lease property for up to 99 years.)
- . Schedule of Payments (Rent) - The Western Justice Center shall deliver the sum of \$82,400 as an initial payment upon execution of the lease. Quarterly payments shall be due at least 30 days prior to the due date of the Surplus Property Authority's installment payment to G.S.A. (The terms with G.S.A. provide for standard credit terms of 10 years, with a down payment of \$82,400, and the balance payable in equal quarterly installments of principal and interest, with the interest fixed at the Ten Year Treasury Security rate of interest at time of award, plus 1 1/2% rounded to the nearest 1/8%.)
- . Reimbursement Of All City Carrying Costs - The Western Justice Center will pay to the Surplus Property Authority all out-of-pocket costs and expenses incurred by the Surplus Property Authority in holding the premises prior to possession, including, but not limited to, maintenance, utility and security costs.
- . Covenants - The property has been zoned Public Space with a Historic District Overlay. The lease requires the Tenant to comply with historic preservation covenants on the property and that the structures will be preserved and maintained in accordance with plans approved in writing by the California State Historic



Preservation Officer.

- . Schedule for Restoration - The lease requires that the design and restoration be completed within 36 months after possession of the premises is delivered to the Tenant. The Improvement Schedule is shown as Exhibit C to the lease and will be completed as soon G.S.A. accepts the Pasadena Surplus Property Authority's Offer to Purchase.
- . Construction Security - The Western Justice Center will furnish the Surplus Property Authority with either (i) a contractor's performance bond equal to 100% of the cost of the rehabilitation and a payment bond guaranteeing all subcontractors will be paid and guaranteeing the contractor's completion or (ii) other security acceptable to the Surplus Property Authority. Any bonds posted must be in a form satisfactory to the City Attorney.
- . Asbestos - The Western Justice Center is put on notice that the buildings contain asbestos and asbestos-containing materials. Copies of the asbestos report prepared by the G.S.A. were provided to representatives of the Western Justice Center along with cost estimates for removal provided by two contractors. The lease requires the removal of all asbestos and asbestos-containing materials prior to occupying the premises.
- . Parking - The lease specifically notes that the property lacks sufficient on-site parking. Prior to applying for a building permit the Western Justice Center shall make arrangements to satisfy the requirements of the Zoning Code. (This requires a 10 year lease for the required number of spaces within 700 feet of the property for employee parking.)
- . Use - The use is restricted to the purposes described in the Plan of Public Purpose for Surplus Property filed with the Federal Government. This requires operation of the Center for non-profit law-related functions. There is an express prohibition against leasing the premises for legal services for profit, or for any for-profit activities.
- . Insurance - The liability and property insurance provisions have been reviewed and approved by the City's Risk Manager. The required liability coverage, to be carried by the Western Justice Center, is a combined single limit of \$1 million.
- . Affirmative Action - The Western Justice Center shall establish and carry out an Affirmative Action Plan for equal employment opportunity and contracting satisfactory to the City and in compliance with Chapter



4.09 of the P.M.C.

II. The Offer to Purchase Real Estate and Acceptance (Offer)

The attached Offer identifies the property as consisting of .82 fee acres located 55-85 South Grand Avenue in Pasadena. The purchase price is established at \$412,000 with \$82,400 payable as an "earnest money" deposit, and the balance payable in equal quarterly installments over a period of 10 years, plus at interest calculated at the yield rate of a 10 year Treasury note, plus 1 1/2% rounded to the nearest 1/8%.

The Surplus Property Authority will assume possession of the property within 15 calendar days after a written request given by the G.S.A. after acceptance of the Offer to Purchase. The G.S.A. is required to accept the Offer within 90 days from the date of receipt. (If the Offer is not accepted within 90 days it is considered rejected unless the G.S.A. specifically receives consent from the Pasadena Surplus Property Authority to extend the time.) G.S.A. must submit this Offer to Congress, through the House Government Operations Committee, in order to complete this transaction. Once the Offer is accepted, the \$82,400 is applied to the purchase of the property. In the event the Offer were to be rejected the deposit will be returned without interest.

Conveyance of the property is accomplished by a quitclaim deed. Therefore, the City has had a title search done to confirm G.S.A. ownership. (In a previous G.S.A. transaction on the conveyance of Vista del Arroyo property to a private party, G.S.A. quitclaimed property the Federal Government did not own.)

The Surplus Property Authority's Offer to Purchase must be accompanied by the earnest money deposit. To that end, the Western Justice Center has deposited \$82,400 with the Pasadena Surplus Property Authority.

In the event of revocation of the Offer, or any default by the Pasadena Surplus Property Authority, the deposit and any subsequent payments may be forfeited.

The Surplus Property Authority may not resell this property and make a profit for a period of three years. If the Western Justice Center defaults on its lease or fails to complete the restoration work within the prescribed 36 months, the Surplus Property Authority could sell the property, provided the obligation to G.S.A. is not in default. If a sale takes place within the first three years any "excess profits" must be returned to the G.S.A. after the Surplus Property Authority's acquisition of the property. This "Excess Profits Covenant" will run with the land for a period of 3 years from the date of conveyance.

# EXHIBIT E

PLAN OF PUBLIC USE FOR SURPLUS PROPERTY:

GRAND AVENUE, PASADENA, CALIFORNIA

The City of Pasadena's purchase of the site of four historic buildings in the Vista del Arroyo complex will make possible restoration of the buildings as offices for nonprofit groups dedicated to law reform. The complex, called the Western Justice Center, is intended to improve America's legal system.

Western Justice Center Concept: The historic buildings are listed in the National Register. They are adjacent to the Federal Building at 125 South Grand Avenue, which houses facilities of the Ninth Circuit Court of Appeals (the "Court"). After the successful renovation of the Federal Building, Judges of the Court initiated the Western Justice Center as an appropriate use for these adjacent buildings. Tenant organizations, which must be nonprofits with law-related purposes, will occupy the buildings and thus interact in a campus setting.

The creation of a Western Justice Center campus will encourage collaborative work and research among these organizations which are presently dispersed all across the United States, primarily in the East. Organizations which stimulate research and development in judicial administration and education, alternative forms of dispute resolution, continuing education of the Bar, international legal issues and other area of justice reform will be eligible to lease space in the Center. Visiting scholars from the United States and abroad will engage in research, run pilot projects and test methods of dispute resolution. Seminars and conferences aimed at producing concrete proposals for improving the justice system will be based at the Center.

Center organizations will have access to the excellent library facilities of the Ninth Circuit Court of Appeals as well as proximity to judges and court personnel. The Center site is close to more courts (state and federal) and law schools than any other location in the United States. The Center will bring great prestige not only to the Ninth Circuit and Pasadena but also to the United States.

Benefits to the City of Pasadena. The proposed site of the Western Justice Center is a site of important historic and architectural significance within a stable residential neighborhood of low and medium density. The neighborhood is a compatible mix of large homes on spacious lots, condominiums and institutional uses including the Court of Appeals building. The Center will be a welcome addition to this neighborhood and would

EXHIBIT B



be associated with the City's long tradition of harmoniously joining fine institutions with neighborhoods of architectural and environmental sensitivity. The Western Justice Center's stated commitment to high design quality and sensitive re-use of the historic buildings will maintain the historic integrity of the Vista del Arroyo complex within its neighborhood context.

The present condition of the site is extremely poor. The buildings have not been used or maintained for a period exceeding twenty years. The use of the site by the Western Justice Center will resolve the many problems associated with this neglect including its attraction to vagrants and other trespassers. Use by the Center will ensure that the property is upgraded in a manner consistent with precedent of high quality set by the General Services Administration in its rehabilitation of the Court of Appeals building. Because of their poor condition, it is important that improvements to these buildings take place as soon as possible while preservation is still feasible.

The Western Justice Center will provide important local services in addition to serving as a national and regional resource. It will serve as the home of the Community Dispute Resolution Center. This institution has played an important role by providing alternatives to the use of our over-burdened court system in solving many disputes. The Community Dispute Resolution Center is used to resolve over 450 conflicts per year. The City specifically contracts with the Center to mediate disputes between landlords and tenants. In addition to this City contract the Center handles all types of disputes for Pasadena residents for a very nominal fee. The current fee schedule for the Community Dispute Resolution Center is \$10 for the filing fee and the actual hearing fee is based upon income with a sliding scale of \$18 to \$50 an hour to be shared by the disputants. Low income residents and retired persons on a fixed income do not pay any hearing fee. Mr. Frank Zupan, the Executive Director of the Center, projects that with the move to the Western Justice Center, the caseload can be nearly doubled to approximately 800 cases per year.

Pasadena is a City of great institutions including the California Institute of Technology, Art Center College of Design and Ambassador College. Each of these have found a hospitable home in Pasadena which has provided a full range of housing for employees, excellent accommodations for visitors and outstanding cultural resources for all. The City anticipates that the Western Justice Center will bring visiting scholars to its campus and that ancillary activities such as legal conferences will also result.

The City's Conference Center will probably be utilized to a greater degree and the direct and indirect economic benefits of these activities will improve the City's revenue base. It is estimated that the average visitor to Pasadena generates \$478 in direct and indirect activity in the City of Pasadena during an

average stay of 2.5 days. The Western Justice Center anticipates an average of 1000 visitors per year in its initial start-up, generating approximately \$478,000 a year to the Pasadena economy. This number will increase as such ancillary activities such as seminars, conferences and conventions are produced in association with the Center. In addition, the Western Justice Center projects a labor force of approximately 40-50 people, thus adding jobs and spending to the local economy.

Organizations Seeking to Locate at the Western Justice Center. The Department of Justice has expressed interest in this site as one of four sites for research and development into alternative forms of dispute resolution. The American Bar Association is also reviewing the site as its Western location. Others expected to locate at the Center include:

American Arbitration Association  
Institute of Judicial Administration (New York)  
Institute of Judicial Administration (Sydney, Australia)  
ABA Committee on Alternative Dispute Resolution  
Private Adjudication (Durham, North Carolina)  
Community Dispute Resolution Center (S.G. Valley)  
The Los Angeles Center for International Commercial  
Arbitration  
American Law Institute-American Bar Association  
Committee on continuing Professional Education  
(ALI-ABA)  
California Commission on Lawyer Competence and Legal  
Education

The Foundation. The City will master lease the site to the Western Justice Center Foundation, a California nonprofit corporation formed by Ninth Circuit Court of Appeals judges and prominent Southern California lawyers. The Foundation will then sublease to the eligible organizations described above.

Summary. Purchase of the property by the City of Pasadena will provide increased and improved legal services to the citizens of Pasadena and its environs through an improved Dispute Resolution Center operation, provide additional employment and revenues to the local economy, provide for improvements in both the local, regional, national, and international components of the legal system, provide a forum for educational research, and bring prestige to the City of Pasadena.

VISTA2/JW4

# **EXHIBIT F**



LEASE AGREEMENT NO. 13,753

THIS LEASE ("Lease") is made as of the 4th day of April, 198<sup>9</sup>, by and between the PASADENA SURPLUS PROPERTY AUTHORITY, a public body, corporate and politic ("Landlord"), and the WESTERN JUSTICE CENTER, a California non-profit corporation ("Tenant").

1. Premises.

1.1. Demise of Premises. Landlord hereby leases to Tenant, and Tenant leases from Landlord, for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the County of Los Angeles, State of California, commonly known as 55-85 South Grand Avenue, Pasadena, California, which real property is more fully described in Exhibit A attached hereto and incorporated herein by this reference. Said real property, including the land and all improvements thereon, is herein called "the Premises."

1.2. Relationship of the Parties. Landlord is entering into this Lease as a means of benefiting the citizens of the City of Pasadena (the "City") and its environs through a center for the study of dispute resolution and the administration of justice, to provide additional employment and revenues to the local economy, to provide for improvements in both the local, regional, national, and international components of the legal system, and to provide a forum for educational research. Landlord is also entering into this Lease for the purpose of insuring the restoration and historic preservation of the Premises. A detailed copy of Landlord's goals is attached in the Plan of Public Use for Surplus Property attached hereto as Exhibit B. Tenant is entering into this Lease, rather than directly purchasing the Premises, because the Tenant does not qualify as an organization eligible to purchase the Premises. It is the intent that neither Landlord nor the City of Pasadena shall be required to contribute general funds to the acquisition, restoration or renovation of the Premises, but nothing contained herein shall be construed as prohibiting or restricting the City against assisting Tenant in applying to third parties for grants of funds to be used for restoring the Premises. This Lease is not entered into as a commercial transaction by either party, but Landlord wants to ensure that its goals are met, that the operations of Tenant do not constitute a nuisance or otherwise disturb the neighborhood, and that the Premises are properly maintained and protected.

2. Term.

2.1. Term. The term of this Lease shall be for fifty-five (55) years, commencing on the date Landlord tenders possession of the Premises to Tenant pursuant to Exhibit C, attached hereto (the "Commencement Date"), and ending fifty-five (55) years

3.2. **Special Net Lease.** This Lease is what is commonly called a "Net, Net, Net Lease," it being understood that Landlord shall receive the rent set forth in Section 3.1 free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to the rent set forth in Section 3.1, Tenant shall pay to the respective entities entitled thereto all taxes, impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise in connection with the use or occupancy of the Premises or which may be contemplated under any provisions of this Lease during the term hereof. If any such charges, costs and expenses shall constitute a lien or charge against the Premises, or if any such fees, charges, costs or expenses are customary fees imposed from time to time on the general public by the City, then such fees, charges, costs or expenses shall constitute additional rent, and upon the failure of Tenant to pay any of such fees, costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent. It is the intention of the parties hereto that Tenant shall not be entitled to any offset, abatement of, or reduction in any rent payable under this Lease, except as herein expressly provided. Any present or future law to the contrary shall not alter this agreement of the parties.

4. **Quiet Possession.** Upon Tenant paying the rent and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the term hereof subject to all of the provisions of this Lease.

5. **Use.**

5.1. **Use.** The Premises shall be used and occupied by Tenant and its sublessees only for the purposes described in the Plan of Public Use for Surplus Property, including but not limited to the following non-profit law related functions: (i) operation of a center for the study of the following matters: alternative dispute resolution, administration of justice, delivery of legal services, and other legally oriented issues; (ii) providing space to non-profit entities for legal seminars, meetings, conferences, hearing rooms, deposition rooms, arbitration rooms, law library, research space; (iii) residential and office facilities for legal researchers and scholars and ancillary services such as dining facilities; and (iv) for subleasing portions of the Premises to tax exempt organizations providing law related services, and for no other purposes whatsoever. Tenant is expressly prohibited from leasing the Premises or any portion thereof to lawyers offering legal services for profit or allowing the Premises or any portion thereof to be used for any for profit activities. Tenant shall continuously during the term of this Lease following



completion of all Tenant Improvements (as herein defined) use the Premises for these purposes during ordinary business hours. Nothing herein precludes Tenant from using the Premises for community meetings and other purposes during non-business hours.

5.2. **Compliance with Law.** Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements of any governmental authority in effect during the term hereof, regulating the use by Tenant of the Premises. If any bureau, department or official of the state, county or city government or any governmental authority having jurisdiction, requires in the exercise of its valid authority that any changes, modifications, replacements, alterations, or additional equipment be made or supplied in or to any portion of the Premises by reason of Tenant's use thereof, or the location of partitions, trade fixtures, or other contents of the Premises, Tenant shall, at Tenant's cost and expense, make and supply such changes, modifications, replacements, alterations or additional equipment. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

5.3. **Condition of Premises.**

5.3.1. Tenant hereby accepts the Premises in their condition existing as of the Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all applicable municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants, conditions, or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that Landlord has not made any representation or warranty, express or implied, as to the condition of the Premises, their fitness for any purpose, the presence or absence of any hazardous substances at the Premises, or the present or future suitability of the Premises for Tenant's use thereof. Tenant has had a full, reasonable opportunity to study and investigate the Premises and Tenant accepts the Premises in their "as-is" condition. Tenant acknowledges that Landlord shall not be receiving any net cash flow from this Lease and Tenant understands and agrees that the rent is set at this level because Tenant shall be responsible for improving the Premises to a usable condition. Landlord shall have no obligation to correct any condition or alleged defects.

5.3.2. Landlord hereby notifies Tenant of the presence of certain toxic or hazardous substances or materials in, on or about the Premises. With the exception of asbestos-containing materials, Landlord has no actual knowledge of the presence of any other hazardous substances located in, on, or under the



# **EXHIBIT G**

**From:** [Del Toro, Israel](#)  
**To:** [Paige, Jennifer](#)  
**Cc:** [Yu, Beilin](#)  
**Subject:** FW: Maxwell House - Unpermitted Use  
**Date:** Monday, August 8, 2022 11:04:56 AM  
**Attachments:** [doc00785120220804124841.pdf](#)  
[c\\_4270\\_bza\\_dl.doc](#)  
[C\\_5419\\_DL.PDF](#)  
[WESTERN JUSTICE CENTER-LEASE, 1st, 2nd, 3rd Amendment.pdf](#)

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Jennifer – We just concluded a meeting with Jeffrey and CAO respective to the Maxwell House. The banquet facility use is not only prohibited by Zoning but also by their lease.

There was a consensus among the group that City support for a lease modification and CUP; and the enforcement approach should be vetted by the City Manager’s Office. I suspect the Maxwell House has or will be reaching out to council offices.

I spoke to the Executive Director earlier, she was receptive but demonstrated some resistance on discontinuation of additional bookings, I informed her I will circle back with her.

Let’s discuss when you have a moment on how to proceed.

Thank you.

Israel

**From:** Del Toro, Israel  
**Sent:** Thursday, August 04, 2022 11:36 AM  
**To:** Yu, Beilin <[byu@cityofpasadena.net](mailto:byu@cityofpasadena.net)>; Hernandez, Jeffrey <[jehernandez@cityofpasadena.net](mailto:jehernandez@cityofpasadena.net)>; Fuentes, Theresa <[tfuentes@cityofpasadena.net](mailto:tfuentes@cityofpasadena.net)>; Cheung, Lesley <[lcheung@cityofpasadena.net](mailto:lcheung@cityofpasadena.net)>  
**Cc:** Paige, Jennifer <[jpaige@cityofpasadena.net](mailto:jpaige@cityofpasadena.net)>  
**Subject:** FW: Maxwell House - Unpermitted Use

Maxwell House is a city owned property. I will be sending out a meeting invite to discuss the following:

■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]

Thanks,

Israel

**From:** Del Toro, Israel  
**Sent:** Thursday, August 04, 2022 10:56 AM

**To:** [ebarrett@westernjustice.org](mailto:ebarrett@westernjustice.org); [raemagnuson@westernjustice.org](mailto:raemagnuson@westernjustice.org)  
**Cc:** Yu, Beilin <[byu@cityofpasadena.net](mailto:byu@cityofpasadena.net)>; Temurian, Andre <[atemurian@cityofpasadena.net](mailto:atemurian@cityofpasadena.net)>  
**Subject:** Maxwell House - Unpermitted Use

Elissa and Rae,

The City received a complaint about a DUI accident caused by a Maxwell House guest. Upon looking into the matter, it was found that Maxwell House does not have required approvals to operate a banquet facility. By-right land use for a property zoned PS-1 can be found at the link below:

- [https://library.municode.com/ca/pasadena/codes/code\\_of\\_ordinances?nodeId=TIT17ZOCO\\_ART2ZODIALLAUSZOECS\\_CH17.26SPPUZODI\\_17.26.030SPPUDILAUSPERE](https://library.municode.com/ca/pasadena/codes/code_of_ordinances?nodeId=TIT17ZOCO_ART2ZODIALLAUSZOECS_CH17.26SPPUZODI_17.26.030SPPUDILAUSPERE)

I've included the Zoning Administrator on this communication, please work with Zoning to submit the necessary applications to legalize the existing use. It is required applications be submitted within 60-days.

Entitlements for this property date back to 1945. Attached and below are the most recent entitlements:

1991 - Conditional Use Permit #2423: Allowed office use  
2004 – Conditional Use Permit #4270: Allowed construction of a 400SF addition  
2010 – Conditional Use Permit #5419: Allowed renovation of existing 1,734SF basement and expansion by an additional 896 SF

If you have documentation demonstrating the allowed use of a banquet facility, please share for discussion.

Thank you.



**ISRAEL DEL TORO**

NEIGHBORHOOD AND BUSINESS SERVICES ADMINISTRATOR  
Planning and Community Development  
City of Pasadena  
175 North Garfield Avenue • Pasadena • CA • 91101  
Office (626) 744 - 7138 • [ideltoro@cityofpasadena.net](mailto:ideltoro@cityofpasadena.net)



# **EXHIBIT H**

**From:** [Del Toro, Israel](#)  
**To:** [Suzuki, Takako](#)  
**Cc:** [Yu, Beilin](#)  
**Subject:** RE: Maxwell House - Unpermitted Use  
**Date:** Thursday, August 4, 2022 11:09:39 AM

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They are unpermitted events. Please call me to discuss at your convenience.



**From:** Suzuki, Takako <[tsuzuki@cityofpasadena.net](mailto:tsuzuki@cityofpasadena.net)>  
**Sent:** Thursday, August 04, 2022 11:07 AM  
**To:** Del Toro, Israel <[ideltoro@cityofpasadena.net](mailto:ideltoro@cityofpasadena.net)>  
**Subject:** Re: Maxwell House - Unpermitted Use

As a city property, who can authorise events? Who has authorised events? Has anyone applied for permit or a Tcup?

Sent from my iPhone

On Aug 4, 2022, at 11:04 AM, Del Toro, Israel <[ideltoro@cityofpasadena.net](mailto:ideltoro@cityofpasadena.net)> wrote:

FYI. This is a City-owned property.

**From:** Del Toro, Israel  
**Sent:** Thursday, August 04, 2022 10:56 AM  
**To:** [ebarrett@westernjustice.org](mailto:ebarrett@westernjustice.org); [raemagnuson@westernjustice.org](mailto:raemagnuson@westernjustice.org)  
**Cc:** Yu, Beilin <[byu@cityofpasadena.net](mailto:byu@cityofpasadena.net)>; Temurian, Andre <[atemurian@cityofpasadena.net](mailto:atemurian@cityofpasadena.net)>  
**Subject:** Maxwell House - Unpermitted Use

Elissa and Rae,

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I've included the Zoning Administrator on this communication, please work with Zoning to submit the necessary applications to legalize the existing use. It is required applications be submitted within 60-days.

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entitlements:

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If you have documentation demonstrating the allowed use of a banquet facility, please share for discussion.

Thank you.

**ISRAEL DEL TORO**

NEIGHBORHOOD AND BUSINESS SERVICES ADMINISTRATOR

Planning and Community Development

City of Pasadena

175 North Garfield Avenue • Pasadena • CA • 91101

Office (626) 744 - 7138 • [ideltoro@cityofpasadena.net](mailto:ideltoro@cityofpasadena.net)



# **EXHIBIT I**

**From:** Del Toro, Israel

**Sent:** Monday, August 08, 2022 10:30 AM

**To:** Rachimah "Rae" Magnuson <RaeMagnuson@westernjustice.org>; Elissa Barrett <ebarrett@westernjustice.org>

**Cc:** Yu, Beilin <byu@cityofpasadena.net>; Temurian, Andre <atemurian@cityofpasadena.net>; Michelle Kezirian <MKezirian@westernjustice.org>

**Subject:** RE: Maxwell House - Unpermitted Use

Rae,

I recently concluded a staff meeting discussing the Maxwell House. Below is an excerpt from your lease on allowed uses. The banquet facility use is prohibited by our Zoning Code and the lease.

Please call me to discuss at your earliest convenience.

Thank you.

Israel

subject to all of the provisions of this Lease.

**5. Use.**

**5.1. Use.** The Premises shall be used and occupied by Tenant and its sublessees only for the purposes described in the Plan of Public Use for Surplus Property, including but not limited to the following non-profit law related functions: (i) operation of a center for the study of the following matters: alternative dispute resolution, administration of justice, delivery of legal services, and other legally oriented issues; (ii) providing space to non-profit entities for legal seminars, meetings, conferences, hearing rooms, deposition rooms, arbitration rooms, law library, research space; (iii) residential and office facilities for legal researchers and scholars and ancillary services such as dining facilities; and (iv) for subleasing portions of the Premises to tax exempt organizations providing law related services, and for no other purposes whatsoever. Tenant is expressly prohibited from leasing the Premises or any portion thereof to lawyers offering legal services for profit or allowing the Premises or any portion thereof to be used for any for profit activities. Tenant shall continuously during the term of this Lease following

-4-

890329 lsj 4502-5.AAR

completion of all Tenant Improvements (as herein defined) use the Premises for these purposes during ordinary business hours. Nothing herein precludes Tenant from using the Premises for community meetings and other purposes during non-business hours.

# EXHIBIT J



**From:** [Rocha, Luis](#)  
**To:** [Paige, Jennifer](#); [Yu, Beilin](#)  
**Subject:** RE: Western Justice Center  
**Date:** Monday, February 6, 2023 8:57:39 AM  
**Attachments:** [TUP\\_7063\\_dl.pdf](#)  
[image001.png](#)

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Hi Jennifer,

This past Thursday (Feb. 2), Belin issued the attached TUP that addresses the immediate concern below: getting a TUP in order to continue events at the location.

The issued TUP covers 36 events at the Western Justice Center until December 2023.

The applicants been advised that a CUP is needed to cover events commencing in 2024 on a permanent basis.

A CUP for this has not yet been submitted.

Luis

**From:** Paige, Jennifer <[jpaige@cityofpasadena.net](mailto:jpaige@cityofpasadena.net)>  
**Sent:** Monday, February 06, 2023 8:48 AM  
**To:** Rocha, Luis <[lrocha@cityofpasadena.net](mailto:lrocha@cityofpasadena.net)>; Yu, Beilin <[byu@cityofpasadena.net](mailto:byu@cityofpasadena.net)>  
**Subject:** FW: Western Justice Center

FYI- not sure if they have submitted for the CUP yet..?

**From:** Márquez, Miguel <[miguelmarquez@cityofpasadena.net](mailto:miguelmarquez@cityofpasadena.net)>  
**Sent:** Thursday, February 02, 2023 7:28 PM  
**To:** Paige, Jennifer <[jpaige@cityofpasadena.net](mailto:jpaige@cityofpasadena.net)>  
**Cc:** Reyes, David <[davidreyes@cityofpasadena.net](mailto:davidreyes@cityofpasadena.net)>  
**Subject:** FW: Western Justice Center

Hi Jennifer –

Please see email below. The City owns the facility, and the nonprofits we house there really need the revenues. Can anything be done to expedite the CUP process to avoid unnecessary revenue loss?

Miguel Márquez  
City Manager



**From:** Steve Madison <[stevemadison@quinnemanuel.com](mailto:stevemadison@quinnemanuel.com)>  
**Sent:** Wednesday, February 1, 2023 6:03 PM  
**To:** Márquez, Miguel <[miguelmarquez@cityofpasadena.net](mailto:miguelmarquez@cityofpasadena.net)>

**Cc:** Justin Chapman ([jdchapman15@hotmail.com](mailto:jdchapman15@hotmail.com)) <[jdchapman15@hotmail.com](mailto:jdchapman15@hotmail.com)>

**Subject:** Western Justice Center

**CAUTION:** This email was delivered from the Internet. Do not click links or open attachments unless you *know* the content is safe. Report phish using the Phish Alert Button. [Learn more...](#)

From my friend and WJC Boardmember David Schindler, senior partner at Latham. Can we find out the state of play?

Hi Steve:

I hope you are well. I sit on the board of the Western Justice Center, which I believe you know sits adjacent to the Ninth Circuit...on the same plot of land there in Pasadena. WJC's board has many state and federal judges on it.

WJC has some historic buildings on its campus, including the Maxwell House, which it rents out for weddings and events to raise money for the nonprofit. The Maxwell House has been operating for years without incident.

Unfortunately, a neighbor complained and a Pasadena city inspector came out and forbade the Maxwell House from continuing to rent the facilities until WJC got a CUP.

That process is underway, but this is the prime season for booking weddings, etc. I'm hoping you might be able to expedite the process for granting a temporary CUP so that the WJC can participate in the booking season.

Let me know if you might be able to assist. This is an important source of revenue for the nonprofit. Happy to give you a tour if you've never seen the campus.

Thanks so much.

David

# **EXHIBIT K**





# Agenda Report

July 15, 2024

**TO:** Honorable Mayor and City Council  
**FROM:** Michele Beal Bagneris, City Attorney  
**SUBJECT:** **DIRECT THE CITY ATTORNEY TO PREPARE AN ORDINANCE AMENDING CHAPTER 9.36 OF THE PASADENA MUNICIPAL CODE, OTHERWISE KNOWN AS THE "NOISE RESTRICTIONS ORDINANCE" AND PROVIDE DIRECTION REGARDING CITY COUNCIL COMMITTEE CONSIDERATION OF FURTHER AMENDMENTS**

**RECOMMENDATION:**

It is recommended that the City Council:

1. Find that the action proposed herein is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 21065 and within the meaning of Section 15378(b);
2. Direct the City Attorney to prepare and return within 60 days with an ordinance amending Chapter 9.36 of the Pasadena Municipal Code, the Noise Restrictions Ordinance, as further described in this Agenda Report; and
3. Refer to the appropriate City Council standing committee for discussion and consideration regarding the scope of any further amendments to be made to Chapter 9.36 of the Pasadena Municipal Code, the Noise Restrictions Ordinance

**BACKGROUND:**

On May 20, 2024, the City Council received public comments regarding the City's noise ordinance and the enforcement thereof as it related to protests by members of Unite Here Local 11 at the Pasadena Hilton Hotel. The Council asked staff to return with recommended revisions to the noise ordinance. At this time, staff recommends several changes to the Noise Ordinance, Chapter 9.36 of the Pasadena Municipal Code ("PMC") and seeks referral to the appropriate City Council subcommittee as to other amendments that may be desired.

The goal of the staff recommendation is to ensure members of the public have the opportunity to exercise their free speech rights while also balancing the need to

preserve public safety, public peace and the quiet enjoyment of property. The approach of the courts to First Amendment rights is always developing, so it is important to ensure that local law reflects the most recent developments. As a general matter, courts, including the United States Supreme Court, recognize that governments may impose restrictions on the time, place, and manner of protected speech but those regulations must be content-neutral, narrowly tailored, and leave open alternate channels for speech. *Clark v. Community for Creative Non-Violence* (1984) 468 U.S. 288, 293. Courts also prefer noise regulations that are objective rather than subjective. See *Ward v. Rock Against Racism* (1989) 491 U.S. 781, 793-795. With that in mind, staff is recommending (a) deleting PMC sections 9.36.130 – Hawkers and peddlers and 9.36.140 - Drums and (b) making significant revisions to section PMC 9.36.050 – General noise sources.

### **Recommended Deletion of Sections 9.36.130 (Hawkers and Peddlers) and 9.36.140 (Drums)**

PMC section 9.136.130 – Hawkers and peddlers reads as follows:

“It is unlawful for any person within the city to sell anything by shouting out loud within any area of the city zoned for residential uses. The provisions of this section shall not be construed to prohibit the selling by yelling of merchandise, food and beverages at licensed sporting events, parades, fairs, circuses and other similar licensed public entertainment events.”

PMC section 9.136.140 – Drums reads as follows:

“It is unlawful for any person to use any drum or other instrument or device of any kind for the purpose of attracting attention by the creation of noise within the city. This section shall not apply to any person who is a participant in a school band or duly licensed parade or who has been otherwise duly authorized to engage in such conduct.”

Unlike many other sections of the Noise Ordinance, the sections on hawkers and peddlers and drums prohibit particular noise sources, or when viewed under the most recent First Amendment analysis, certain types of speech. These sections could be viewed as “speaker-based distinctions,” of which courts have, generally, come to disapprove. See *Reed v. Town of Gilbert, Ariz* (2015) 576 U.S. 155, 170.

The removal of the above sections will not prevent the City from taking action against excessive noise, but will be a step toward removing speaker-based distinctions from the Pasadena Municipal Code so as to be consistent with more recent case law. As discussed below, staff is recommending the revision of the City’s general noise standards, which would apply to all noise sources and areas not otherwise specifically



called out in the Noise Ordinance – including drums and people selling goods, which would be treated in the same manner as any other source of noise.

### **Recommended Amendment to Section 9.36.050 (General Noise Sources)**

PMC Section 9.36.050 (A) – General noise sources prohibits noise that “exceeds the ambient noise level” by more than five decibels.

For reference, rustling leaves measure approximately 10 decibels and whispered voices measure approximately 20 decibels. Thus, regulating any noise that is more than 5 decibels over the ambient noise level at a particular location does not provide the public with the ability to engage in many kinds of audible speech – including protests that often involve some form of chanting.

Practically, this section of the Noise Ordinance has proven difficult to enforce as it requires staff to obtain not only a reading of the decibel level of the potentially offending noise, but also to obtain an ambient noise level to use as a comparison. At the time a potential noise violation is reported it can be difficult to get far enough from the noise source to obtain an accurate ambient noise level without being so far as to call into question whether the ambient noise level is a fair comparison.

Based on the foregoing, staff recommends revising section 9.36.050 to set exterior noise standards based on the land use for particular locations. Similar to the interior noise standards found in section 9.36.060, the exterior noise standards would set a maximum total decibel level that would not require City staff to measure the ambient noise level in order to enforce the Noise Ordinance. The exterior noise standards would vary based on land use, recognizing that noise levels that may be appropriate for a commercial or industrial area may not be appropriate for residential or mixed-use areas. Like the PMC’s interior noise standards, the maximum decibel level may also vary based on time of day. Other cities have taken similar approaches, including Santa Monica, Berkeley, and Laguna Beach.

Amendments as outlined above are designed to accomplish three main goals: (1) protect the First Amendment rights of members of the public, (2) allow the City to retain its ability to protect residents’ and businesses’ quiet enjoyment of their property; and (3) provide staff and the public with adequate guidance to understand and determine what conduct would be a violation of the noise ordinance. Should the Council wish to adopt the recommendation to create exterior noise standards, other sections may also need to be amended to ensure internal consistency.

### **Direction for Further Changes to the Noise Ordinance**

Throughout discussions regarding the Noise Ordinance, it has come to our attention that some members of the Council may be interested in making further changes to sections of the Noise Ordinance, including but not limited to, amending the rules pertaining to amplified sound on public property. These changes will require due



diligence so as to (a) ensure First Amendment compliance and (b) refine standards for some activities without creating unintended consequences for others. Given that the noise ordinance impacts various City Departments and all residents, this is an opportune time for a discussion of any other changes that may be desired beyond those addressed in this Agenda Report. For these reasons, staff suggests the City Council refer this matter to one of its City Council standing committees, with which it could work through the policy objectives in conjunction with affected stake holders.

**COUNCIL POLICY CONSIDERATION:**

This proposed action is consistent with the City Council's goal to support and promote the quality of life and the local economy.

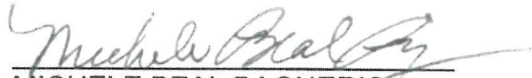
**ENVIRONMENTAL ANALYSIS:**

CEQA excludes, from environmental review, actions that are not "projects" as defined by CEQA Guidelines Section 21065 and within the meaning of Section 15378(b). Sections 21065 and 15378(b) define a project as an action which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Section 15378 excludes from the definition of "project" organizational or administrative governmental activities that do not result in physical changes to the environment. The actions proposed herein, directing the City Attorney to prepare necessary resolutions to amend the Noise Ordinance, are organizational or administrative governmental activities that do not result in physical changes to the environment, and therefore is not a "project" as defined by CEQA. Since the action is not a project subject to CEQA, no environmental document is required.

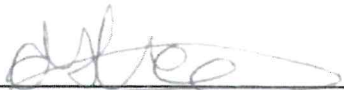
**FISCAL IMPACT:**

There is no fiscal impact from the proposed ordinance.

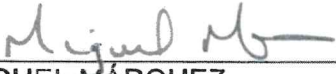
Respectfully submitted,

  
\_\_\_\_\_  
MICHELE BEAL BAGNERIS  
City Attorney  
Office of the City Attorney/City Prosecutor

Prepared by:

  
\_\_\_\_\_  
Danielle St. Clair  
Assistant City Attorney

Concurrence by:

  
\_\_\_\_\_  
MIGUEL MÁRQUEZ  
City Manager

# **EXHIBIT L**



## Richard McDonald

---

**From:** Richard McDonald  
**Sent:** Monday, October 14, 2024 12:03 PM  
**To:** Del Toro, Israel  
**Cc:** Beilin Yu (byu@cityofpasadena.net); Weaver, Joseph  
**Subject:** Code Complaints - Western Justice Center

Israel – I hope you had a nice weekend. I also wanted to submit two code complaints against the Western Justice Center resulting from the wedding on its premises on Saturday, October 12. Specifically, in violation of conditions # 19 (compliance with noise ordinance) and 21 (WJC shall monitor the back door to limit noise from the building into the outdoor areas) of their TUP/CUP, three to five people congregated on the outdoor patio with the rear door open late into the evening talking loudly enough so that the adjacent residents could easily hear them much to their demise. In addition, the wedding party and guests used the front porch of 1 S. Grand Avenue for their wedding photos, which is not allowed and constitutes trespassing. They then left their debris outside the residents dining room window as shown in this picture:



Please, therefore, issue fines and citations as required under the Code for these egregious violations of their conditions of approval, and send me a copy of such citations. Thank you.

Richard A. McDonald, Esq.  
Stoner Carlson LLP  
301 E. Colorado Blvd., Suite 320  
Pasadena, CA 91101

Telephone: (626) 356-4801  
Cell: (626) 487-6713  
E-mail: [RMcDonald@stonercarlson.com](mailto:RMcDonald@stonercarlson.com)

**From:** Del Toro, Israel <ideltoro@cityofpasadena.net>  
**Sent:** Wednesday, October 16, 2024 10:30 AM  
**To:** Richard McDonald <rmcdonald@stonercarlson.com>  
**Cc:** Yu, Beilin <byu@cityofpasadena.net>; Weaver, Joseph <joweaver@cityofpasadena.net>; Rocha, Luis <lrocha@cityofpasadena.net>; Pollard, Jon <jpollard@cityofpasadena.net>  
**Subject:** RE: Code Complaints - Western Justice Center

Richard,

Dear Mr. Carlson:

I am in receipt of your e-mail of October 14th in which you raise several concerns regarding Western Justice Center's compliance with TUP 2024-00003 as it applies to a temporary event held on Saturday, October 12th at the Maxwell House, and in which you request the City issue citations/fines associated with certain non-compliance pertaining to "noise" and "trash."

Related to "noise," your message referenced Conditions "19" and "21" of the TUP which states:

[19] All sound, (voices, music, etc.) from the event shall comply with all provisions of the City's Noise Ordinance (P.M.C. Chapter 9.36).

[21] All doors shall remain closed during the events. A Western Justice Center representative shall serve as a door monitor to limit noise from escaping the building into the outdoor areas.

The noise was described as: "three to five people congregated on the outdoor patio with the rear door open late into the evening talking loudly enough so that adjacent residents could easily hear them much to their demise" [and] "WJC shall monitor the back door to limit noise from the building into the outdoor areas."

With respect to the City issuing a citation for "noise" and violations of Conditions 19 and 21 based on an e-mail complaint, a City code compliance officer may issue an administrative citation based on events of which they have personal knowledge, which is generally obtained by actual observation. In the instant matter, City staff do not have personal knowledge of the described issues and accordingly are unable to issue citations associated with the stated occurrences of October 12th. The same is true relative to the debris left in the west open grass area of Defenders Park, and use of the front porch of 1 S. Grand for photographs. #

Your e-mail raises important concerns and it is important that Western Justice Center fully understand the gravity (necessity) in complying fully with the terms and conditions of both TUP2024-00003 and ultimately, CUP No. 7114, while similarly ensuring that the entitlements do not prove detrimental to the health, safety and general welfare of nearby residents. To that end, I will bring the issues of October 12th to the attention of WJC staff and call for their prompt and full attention to the issues. Similarly, I am copying Planning Manager Luis Rocha and Zoning Administrator Belin Yu on this message so that they too are aware of the situation.

Thank you.

<image001.jpg> **ISRAEL DEL TORO**  
Deputy Director



# **EXHIBIT M**

**ATTACHMENT B**  
**CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT #7114**

The applicant or successor in interest shall meet the following conditions:

General

1. The proposed Clubs, Lodges, Private Meeting Hall use shall ~~substantially~~ conform to the floor plan submitted with this application and dated "Approved at Hearing October 10, 2024", except as modified herein.
2. The right granted under this application ~~shall~~ must be enacted ~~during the~~ within 36 months from the effective date of approval, ~~after which time they shall expire. It shall expire~~ and become void unless an application for an extension of time is approved in compliance with Section 17.64.040.C of the Zoning Code.
3. The approval of this application authorizes the establishment of a Clubs, Lodges, Private Meeting Hall land use within the Maxwell House (55 South Grand Avenue) and adjacent outdoor patio areas. Events associated with this use shall be confined to the areas shown on the approved floor plan.
4. The Zoning Administrator, at any time, can call for a review of the approved conditions at a duly noticed public hearing. These conditions may be modified, or new conditions added, to reduce any impacts of the use. The Hearing Officer may revoke the Conditional Use Permit if sufficient cause is given.
5. Any change to these conditions of approval or expansion of the use shall require the modification of this Conditional Use Permit or a new Conditional Use Permit.
6. The applicant shall meet the applicable code requirements of all other City departments including the Building and Safety Division and the Fire Department.
7. The final decision letter and conditions of approval shall be incorporated in the building plans as part of the building plan check process, if applicable.
8. The proposed project, **ZENT2023-00033**, is subject to periodic condition monitoring. Your project will be inspected by Code Compliance staff, without notice, at least ~~four~~ six times per calendar year to determine compliance with the conditions of approval. A monitoring deposit fee for inspections shall be paid on or after the effective date of this permit, but prior to the commencement of any group events, and every calendar year thereafter. Contact Joseph Weaver, Planner, to verify the fee. Failure to pay the required monitoring fee prior to initiating your approved land use entitlement ~~may~~ shall result in revocation proceedings of this entitlement.

Planning Division

9. The conditions of approval included in this Conditional Use Permit shall be in addition to the conditions of approval of Conditional Use Permits #2423, #4270, and #5419.
10. This Conditional Use Permit allows a maximum of 2418 events in calendar year 2025 (i.e., a maximum of one event a month in six of the months and a maximum of two events in the other

six months), 12 events in calendar year 2026 (i.e., a maximum of one event per month), and 6 events in calendar year 2027 (i.e., a maximum of one event a month for six months of the year), and no events thereafter per calendar year. These events include weddings, celebrations, and similar life celebration events. These events are not associated with the Western Justice Center primary business activities.

~~11. Events in calendar year 2025 and beyond shall not occur on Sundays or consecutive weekends.~~

~~12. Events in calendar year 2025 and beyond shall not exceed the number of events per month or weekends per month as identified in the table below. The maximum number of events in a calendar year shall be 21. Events shall occur throughout no more than 14 weekends per calendar year. The schedule of events for a calendar year can be altered by rescheduling two events in September to one weekend in August, resulting in the same number of events and same number of weekends in a year.~~

Month	Number of Weekends	Maximum Number of Events
January	0	0
February	1	2
March	2	4
April	2	4
May	1	2
June	1	2
July	1	2
August	0	0
September	2	4
October	2	4
November	1	2
December	1	2
<b>TOTAL</b>	<b>14 Weekends</b>	<b>21 Events</b>

~~13-12.~~ The events shall only take place on Saturdays and Sundays between the hours of 9:00 a.m. and 11:00 p.m.

~~14-13.~~ Set up shall not occur before 9:00 a.m. on the day of an event. Clean up of trash and debris may occur after event but no later than 11:00 p.m. Removal of equipment shall occur the day after an event during business hours, to avoid noise late at night.

~~15-14.~~ The administrative office use and associated activities shall remain as the primary use of the site.

~~16-15.~~ At no time shall the administrative office use operate at the same time as the events.

~~17-16.~~ The events shall not be open to the general public and shall only be open to invited guests of private events in addition to Western Justice Center staff, security, and vendors.

~~18-17.~~ The outdoor garden patio shall only be used for wedding ceremonies. The outdoor small patio and oak tree area shall only be used for photography. No reception and no alcohol is allowed within any outdoor area.



~~19-18.~~ Use of the outdoor garden patio, outdoor small patio, and oak tree area shall be limited to a maximum three-hour period between the hours of 1:00 p.m. and ~~6~~4:00 p.m.

~~20-19.~~ A minimum of 37 parking spaces for the use shall be provided within the parking lot at 116 South Grand Avenue. The applicant shall obtain authorization from the United States Court of Appeals for the use of the parking lot prior to each event. Copies of these documentations shall be provided to any City representative upon request.

~~24-20.~~ The applicant shall notify the United States Court of Appeals located at 125 South Grand Avenue prior to large events exceeding ~~125~~the maximum number of people allowed under this CUP. ~~people.~~ Proof of notification shall be provided to the City upon request.

~~22-21.~~ The applicant shall maintain a record of the number of attendees for each event which shall be made available upon request of the Zoning Administrator. ~~The~~ At least 75% of the events per calendar year shall have a maximum attendance for any event shall be limited to 75 of 125 people. ~~The remainder of events (no more than 25%) shall not exceed 150 people.~~

~~23-22.~~ The number of attendants for each event shall meet all occupancy requirements (Fire Department, Building and Safety Division, and general health and safety) for the subject site or ~~75~~150 people, whichever is less.

~~24-23.~~ The applicant shall maintain a public website which includes a schedule of events along with a contact person and phone number for any questions or concerns during these events. The schedule of events shall contain information of each event including proposed dates and hours. Other methods of notification may be accepted to the satisfaction of the Zoning Administrator.

~~25-24.~~ A Western Justice Center representative shall be in attendance at each event to ensure compliance with conditions of approval. The representative shall have a phone number listed with the City and available on a public website.

~~26-25.~~ A Western Justice Center representative shall be present at the front of the Maxwell House during the arrival and departure of guests to ensure that they park in the designated lot.

~~27-26.~~ A third-party security personnel shall be present at each event to monitor all areas including outdoor patios. The security shall be easily identifiable (e.g. clothing, vest, etc.). The security personnel shall ensure compliance with conditions of approval, including but not limited to ensuring windows and doors remain closed to the maximum extent feasible to limit sound from escaping the building to outdoor areas; and that guests do not loiter within the outdoor patio areas beyond the permitted times of use.

~~28-27.~~ For events where alcohol is served ~~or that exceed 125 people,~~ an additional third-party security personnel shall be provided to supervise the event and ensure compliance with alcohol restrictions. The security shall be easily identifiable (e.g. clothing, vest, etc.).

~~29-28.~~ Amplified music shall be limited to indoor areas only and shall be prohibited after 10:00 p.m.

~~30-29.~~ Only acoustic music and soft background music is permitted in the outdoor garden patio during any ceremony or event during the hours provided under Condition #18 above. A microphone may be used for the exchange of vows during ceremonies. Any speakers used

outside shall be set on the lowest possible volume and face to the east away from the rear property line.

~~31. Any outdoor music or use of microphone shall cease by 6:00 p.m.~~

~~32.~~30. All sound (voices, music, etc.) from the events shall comply with the City's Noise Restrictions Ordinance (Pasadena Municipal Code Chapter 9.36), including all amendments thereto.

~~33.~~31. The sale and consumption of alcohol shall be in compliance with the California Department of Alcoholic Beverage Control regulations and all applicable licenses for each event.

~~34.~~32. The sale and consumption of alcohol shall be limited to on-site only. Off-site sale and consumption of alcohol shall be prohibited at all times and strictly monitored as required under Conditions # 24, 26, and 27 above.

~~35.~~33. The applicant shall procure and maintain all minimum insurance coverages required by City's current document entitled, "Insurance Requirements – Rental of Facilities" (attached hereto as Exhibit A and incorporated herein by this reference) and adhere to all other requirements in said document.

~~36.~~34. The site, street, sidewalk and immediate vicinity shall be kept clean of trash and debris at all times and shall be strictly monitored as required under Conditions # 24, 26, and 27 above.

~~36-35.~~ .

~~37.~~36. The activities associated with the use shall not disrupt or obstruct any vehicular or pedestrian traffic in the vicinity.

~~38.~~37. ~~Six~~Twelve (6~~4~~2) months from the date of the first event granted under this approval, and every twelve (12) months thereafter, the applicant shall file an application with the Planning Division for a Hearing Officer Review of this Conditional Use Permit, to be considered at a duly-noticed public hearing. Public notice for the hearing shall be given in the same manner required for this Conditional Use Permit, as well as to any parties who request to be so notified. Said hearing shall address the effectiveness of and compliance with all the conditions of approval. These conditions may be modified or new conditions added to reduce any impacts of the use.

## Fire

~~39.~~38. GOVERNING CODES:

- Comply with the current edition of the California Fire Code and referenced NFPA standards and the Pasadena Municipal Code

~~40.~~39. FIRE AND LIFE SAFETY PROTECTION SYSTEMS:

- Any Fire and Life Safety Protection Systems existing on the property, including but not limited to fire sprinklers, fire alarms, hood extinguishing systems, private fire hydrants, radio coverage systems, etc. shall be maintained in accordance with the California Fire Code and referenced NFPA Standards.

~~41.~~40. EGRESS and ACCESS

- Means of egress shall be maintained unobstructed.
- Fire Department access shall be maintained.

42.41. PERMITS

- Individual special event permits may be required for each event. Check with Supervising Fire Inspector Jose Enriquez at [jenriquez@cityofpasadena.net](mailto:jenriquez@cityofpasadena.net) at least three weeks before any event for a determination on whether a special event permit is required from the fire department in addition to any other special permits such as candle or tent permits.



RECEIVED

2025 FEB 10 AM 11:55

CITY CLERK  
CITY OF PASADENA

APPELLANT ANITA YAGJIAN'S  
RESPONSE TO STAFF REPORT RECOMMENDING  
CITY COUNCIL APPROVAL OF CUP #7114  
APPEAL BEFORE CITY COUNCIL ON FEBRUARY 10, 2025  
[Continued from February 3, 2025]

Good evening. My name is Anita Yagjian, I live at 49 S. Grand Avenue. The entire east perimeter of my property shares a common wall with the Western Justice Center [WJC]. My two neighbors also share a common wall with the WJC. WJC weddings take place 10 – 15 feet from where I sit in my patio. How can I possibly make you understand how wrong it is to approve this CUP for the WJC? How many of you have a neighbor with whom you share a common wall that is allowed to hold 21 for profit weddings over 14 weekends, 27% of the weekends every year from 9 am to 11 pm which denies you your right to use and quietly enjoy your property? It's absolutely unthinkable, isn't it?

As background, the reason why we are here is because a few years ago one of wedding guests at the WJC was so drunk that he ran into 2 parked cars at around 7 pm in July while it was still light outside. We are so very lucky that no one in the neighborhood was killed or seriously injured because the area surrounding the WJC is in fact primarily a RESIDENTIAL neighborhood, even though technically it has a PS-1 zoning to accommodate the 9<sup>th</sup> Circuit legal and office administration functions. The WJC operation of a for-profit wedding business is totally out of character of our residential neighborhood.

I have 4 points I wish to make:

1. I will show you a picture to describe the setting: you will clearly understand how these weddings are so noisy, intrusive, and disruptive.
2. Condition #30 inherently violates Condition #32.
3. The WJC does NOT comply with the conditions and Condition #8 is not a solution.
4. The enforcement mechanisms in Conditions #8 and 38 put all the burdens on the neighbors who are being significantly negatively impacted by this for-profit wedding business without any consequences to the WJC.

## **POINT #1-Description of the Setting Showing Loss of Use and Enjoyment of Our Homes**

You should have a picture in front of you, dated 8/10/2024, 6:15 pm. This picture highlights very important points.

1. See attached picture with comments.
2. **Also, Condition #24 requires the WJC to maintain a public website which includes a schedule of events. What good is this schedule if it only lists the wedding date a few days before the event. We have asked the City to require at least 6 months prior notice of the dates of the weddings. Without 6 months prior notice, we are essentially denied the use of our property 52 weekends out of the year because we cannot plan any activities in our yards for fear that the WJC will have a disruptive, loud, intrusive wedding going on.**

### **Point #2 - Condition #30 inherently violates Condition #32.**

We provided the City with a Noise Study that confirms that the noises occurring during a wedding violate the City's Noise Restrictions. **Most problematic are musical instruments and microphones. Unamplified acoustic harps and acoustic guitars are very loud instruments and can be heard in the back rows of even large venues. Imagine the noise in this very small patio. Thus, Condition #30 which allows acoustic instruments and microphones for wedding ceremonies for up to 3 hours is, in fact, a violation of the noise ordinance, Condition #32.**

### **Point #3 - The WJC does NOT comply with the conditions and Condition #8 is not a solution.**

**The Conditions listed in the CUP will not make any difference because the WJC did not follow the conditions in the TUPs that the City has issued since early 2023 – over 2 years ago.**

In my letter to the City dated September 5, 2024, I documented many serious violations of conditions during 7 of 9 events from April to August, 2024. Other neighbors have also notified the City of numerous violations by the wedding guests, such as leaving trash on their property and trespassing. The conditions in CUP #7114 [ #24, 25, 26, 27, 32,36, 37] are very similar to the conditions in the prior TUPs. The City has taken no action with respect to the TUP violations and the WJC has faced no consequences for these violations; it doesn't follow the rules. Why is the City even considering approving this CUP? What makes you think the WJC will comply with the Conditions this time?

### **Point #4 - The enforcement mechanisms in Conditions #8 and 38 place all the burdens on the neighbors who are being significantly negatively impacted by this for-profit wedding business.**

Under Condition #8, the Code Compliance officer will inspect the WJC at least four times [out of 21 events]. The WJC will immediately identify this person as the Code Compliance officer as soon as he steps foot on their property, and they will be on their best behavior. How does that help?

Will the officer be there from 9 am to 11 pm? For example, under Conditions #18 and #19, no guests are allowed in the garden patio after the ceremony except to go to and from the outdoor bathrooms.

How likely is it that the Code Compliance officer will be there when 2 men are standing just on the other side of our common wall for 10 – 15 minutes having a heated discussion, using profane language, frightening my neighbor so very much that she talked about it for days? How likely is it that the Code Compliance officer will be there when there is a group of ladies in the patio for 10 -15 minutes giggling and talking loudly and sharing the latest gossip about the guests; or a young girl yelling into her cell phone talking to her friend about her morning sporting event while her father stands nearby checking his cell phone? Neither the WJC staff person nor the security guard who are supposed to be monitoring these issues were anywhere in sight when these violations occurred.

**Based on the above [e.g., inherent violation of noise restrictions, denial of use and enjoyment of property by neighbors, failure to comply with and enforce conditions, violation of other laws such as health and safety code, trash, trespassing, harassment, intimidation, etc.], the Specific Findings of the City in Attachment A, #3, #4, #5, #6, are not correct and cannot stand.**

I plan on living in my home on Grand Avenue for the next 15 – 20 years and I just want to be able to use and quietly enjoy my home. I don't want to be here testifying before Boards; I don't want to file appeals and hire lawyers; I don't want to be the Hall Monitor and document all the violations of the conditions, but I am forced to do these things. If I don't complain, the WJC tells the City that "no one complains" and their requests are approved. The burden of proof falls on me and my other neighbors who are directly impacted. Conversely, if I complain, then I am the bad, mean, unreasonable, awful neighbor. I am in a lose-lose situation.

**Thank you for your time and attention and consideration of this matter.**





Common Wall

Door still open; no WJC person door monitor.

### WJC Outdoor Garden Patio

-Very small and narrow area; Hard surfaces: tile floor, cement walls; Surrounded by 2 Story Buildings which amplify the sound and act as an echo chamber; 150 plus people within 10-15 feet of where I sit. Even with my doors and windows closed the noise is loud, intrusive and disruptive.

-White door is to kitchen open during food preparation; per WJC too hot in kitchen and poor ventilation. Maxwell House...

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February 10, 2025

File Number: 0009-362964

**VIA ELECTRONIC MAIL ONLY**

Mayor Victor Gordo  
Pasadena City Council  
175 North Garfield Avenue  
Pasadena, CA 91101

Re: Western Justice Center Conditional Use Permit Application #7114

Mayor Gordo and Honorable Council Members:

On behalf of the Western Justice Center (“WJC”), we respectfully submit this letter in advance of the upcoming City Council Hearing scheduled on Monday, February 10, 2025. This letter serves as a status update of WJC’s conditional use permit (“CUP”) request since the Board of Zoning Appeals (“BZA”) hearing on October 10, 2024.

The BZA made extensive efforts to balance the interests of both WJC and the Appellants by imposing additional conditions of approval. These include: (1) requiring WJC to come before the City for a hearing every 12 months so that Appellants can provide formal feedback to the City about WJC’s implementation of the permit conditions; (2) requiring WJC to pay a sum to the City to offset the cost of up to four (4) unannounced code inspections per year; (3) reducing the number of requested weddings from 28 to 21 until the City determines that an increase is appropriate; (4) requiring WJC to hire a second security guard to be stationed behind 55 S Grand Avenue in the area adjoining the Appellants; and (5) requiring that the security guard’s number is publicly available so neighbors, including the Appellants, can call that person directly with any complaints.

Further, since WJC filed its original CUP application in Fall 2023, WJC has engaged extensively with the Appellants and surrounding residential communities, consistently demonstrating WJC’s willingness to collaborate and compromise. In response to feedback from the Appellants, neighbors, and the City, WJC has taken significant steps to reduce potential impacts, including, drastically reducing the number of events per year and per month by over 60%, restructuring activities to ensure they predominately occur indoors, implementing noise monitoring and parking patrols to minimize disruptions, and implementing other operational measures to directly address any concerns.

Despite these significant steps, the Appellants have proceeded filing this further appeal on October 21, 2024 (“Appeal”). WJC also reached out to request that Appellants participate in mediation with WJC. Appellants declined and have only repeated their demand that WJC assent to ceasing all weddings within the next 12-24 months. Despite this response from Appellants,



# SheppardMullin

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WJC has continued to act in good faith, to work with the City to address and resolve any new issues raised by the Appellants in the interim.

Since the BZA hearing, complaints made by the Appellants have either been quickly addressed by WJC, have not involved WJC, or have related to WJC's reasonable use of its property. One example of the latter was a complaint about "people talking" that was verified to have been WJC staff checking in with the security guard to make sure that noise was being properly managed as guests went to and from the bathroom.

Further, WJC has proactively implemented building upgrades to further lessen the chance of future neighbor complaints. Between these investments (\$15,000 upgrade to kitchen HVAC to ensure door and windows remained closed during extreme summer heat) and refunds from disgruntled renters unhappy with the new conditions (\$25,000 in refunds), WJC has continued its efforts to compromise with Appellants. Denial of the CUP will lead to an annual loss of approximately \$300,000 for Western Justice Center.

The short-term rental of The Maxwell House plays a crucial role in WJC's ability to maintain the four historic buildings included in its campus and WJC's role in supporting the nonprofit community and the local economy. The cost to staff, maintain and repair the campus annually exceeds \$400,000 to \$500,000. Despite that financial burden, WJC provides below market rate office space to nearly 20 nonprofits and recently opened its door to a nonprofit whose offices were destroyed in the Eaton Fire. Use of the Maxwell House by these and other groups is one more way that WJC supports the local nonprofit community.

Given the robust conditions and monitoring measures in place, the extensive operational changes implemented, and WJC's continued willingness to collaborate and compromise with the neighbors, we respectfully urge the Council to deny the appeal and uphold approval of the CUP with the existing conditions.

Sincerely,



Justin J. Mahramas  
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:4913-5072-7954.5

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