



PASADENA PERMIT CENTER  
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REQUEST FOR APPEAL

APPLICATION INFORMATION

Project Address: 55 S. Grand Avenue, Pasadena, CA 91105  
Case Type (MCUP, TTM, etc.) and Number: CUP No. 7114 (ZENT 2023 -00033)  
Hearing Date: June 5, 2024 Appeal Deadline: June 17, 2024

APPELLANT INFORMATION

APPELLANT: Anita YAGJIAN Telephone: [626] 568-2979  
Address: 49 S. Grand Avenue Fax: [ ] \_\_\_\_\_  
City: Pasadena State: CA Zip: 91105 Email: APYAGJIAN@SBCGLOBAL.NET  
APPLICANT (IF DIFFERENT): \_\_\_\_\_

I hereby appeal the decision of the:

- Hearing Officer
- Design Commission
- Historic Preservation
- Zoning Administrator
- Director of Planning and Development
- Film Liaison

DATE RECEIVED

JUN 13 2024

REASON FOR APPEAL

The decision maker failed to comply with the provisions of the Zoning Code, General Plan or other applicable plans in the following manner (use additional sheets if necessary):

See attached.



Signature of Appellant

Date

6/13/2024

\* OFFICE USE ONLY

PLN # \_\_\_\_\_ CASE # \_\_\_\_\_ PRJ # \_\_\_\_\_  
DESCRIPTION \_\_\_\_\_  
DATE APPEAL RECEIVED: \_\_\_\_\_ APPEAL FEES: \$ \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_

Cib

ANITA P. YAGJIAN  
49 S. GRAND AVENUE  
PASADENA, CALIFORNIA 91105  
June 13, 2024

Hand Delivered

Joseph Weaver  
Planning & Community Development Department  
Planning Division, Current Planning Section  
175 North Garfield Avenue  
Pasadena, CA 91101

Re: Appeal of Hearing Officer Approval of Western Justice Center Application for Conditional Use Permit #7114

Dear Mr. Weaver and Planning & Community Development Department:

**I hereby appeal the decision of the Hearing Officer Paul Novak dated June 10, 2024, and I request that my appeal be set for hearing at the earliest possible date and that the CUP be suspended pending a hearing on the appeal.**

**I STRENUOUSLY OBJECT TO THE ISSUANCE OF CUP #7114** and respectfully request the following: that CUP #7114 be denied permanently and with prejudice; that any existing TUP or other permission to use the Maxwell House as an event space be revoked, and that the Western Justice Center [WJC] and the Maxwell House be permanently prohibited from receiving a CUP for the establishment of a Clubs, Lodges, Private Meeting Halls land use within the PS-1 zoning district.

Further, **IF** the CUP is approved, then **additional conditions are required because the current conditions are necessary but not sufficient**. See pages 8 and 9 of this Appeal for additional conditions. The above is based on the following:

**1. Documentation**

This Appeal is based on:

- a. The letter dated April 2, 2024, by attorney Mitchell M. Tsai to Mr. Weaver, Mr. Jomsky and Mr. Marquez, a copy which is on file with the City. **In essence, any action by the City to approve CUP #7114 is not appropriate until the legal issues have been resolved.** Among the legal issues are:

- i. The Proposed Use is Prohibited Under the Lease and Plan of Public Use. That is, WJC can only use the property for non-profit activities and not as a for-profit Wedding Venue.
- ii. The Proposed Use Conflicts with WJC's Mission and Purpose.
- iii. The Proposed Wedding Event Schedule Negatively Impacts Residents.
- iv. The Project Constitutes a Nuisance in Violation of City Municipal Code.
- v. Applicant has Failed to Provide Sufficient Evidence to Support the Findings Required Under the Pasadena Municipal Code.
- vi. The Project Requires Additional Environmental Review and is Ineligible for a Categorical Exemption from CEQA.
- vii. The Zoning District Under Which the Property is Subject Prohibits the Existing Use of the Maxwell House and the WJC Has Not Justified Its Right to Alter This Zoning District.

- b. My letter to Joseph Weaver dated June 5, 2024, entitled Public Hearing Oral Presentation In Opposition to WJC Application for CUP #7114, **[Oral Presentation]**, a copy of which is attached hereto.
  - i. I did not provide a copy of this document to the City on June 5, 2024, as I was acting in good faith and as a good neighbor because settlement discussions with WJC were ongoing.
  - ii. I hereby incorporate by reference the entirety of the Oral Presentation and all of its statements and exhibits attached thereto.

**2. Specific Findings #4 and #5 Are Not Supported by the Facts.** WJC's use of the Maxwell House as an event space for weddings, celebrations, and other private events **IS** detrimental to the health, safety and general welfare of persons residing in the neighborhood, based on the following:

- a. **Significant Impact on Neighbors** – My entire east wall shares a common wall with the WJC, which is to the east of me, and all sounds emanating from the WJC are amplified because of the hard surface of the WJC patio and the high walls of the surrounding 2 story buildings. Any noise, even a conversation at normal noise levels, and any activity in the WJC patio prevents me from using my outdoor space and patio.

- b. **Loss of Rental Income**

A tenant rented my premises in 2008 with the intention of remaining there for multiple years. During the first year, the tenant complained many times to WJC and the police about the noise, but no action was taken to address his concerns. The tenant terminated the lease after 1 year. The subsequent tenant paid a significantly reduced rent which was never increased over multiple years because of the WJC noise.

c. **Loss of Use and Quiet Enjoyment of My Property.**

As mentioned above, my entire backyard east wall borders the WJC; we share a common wall bordering our properties with our patios on each side of the wall. The patios are essentially surrounded by 2 story buildings that act as an amplification chamber; the WJC patio is a hard surface. Any noise is amplified throughout the area. The noise generated by a group of people can be heard inside my home and the noise generated by a large group of people can even be heard with all the windows closed. **IF the CUP is granted, I cannot use my property AT ALL for 14 weekends out of the year, i.e., I cannot use my property 27 % of the weekends during the year.** That is a significant impact and severely affects my use and quiet enjoyment of my property. The Noise Study Exhibit in the April 2, 2024, letter confirms the seriousness of the noise problem caused by the WJC. As a practical matter, the City must recognize that whenever 50 to 150 people gather in a small area for a wedding the ambient noise levels are going to exceed what is permitted under the City's Noise Ordinance. The situation with the WJC patio is only exacerbated by the fact that the patio is surrounded by two story buildings. See page 2, item #1, of my Oral Presentation.

d. **Significant Reduction in Rental and Sales Value of Property**

Any CUP that legally authorizes WJC to operate a for profit wedding venue business 27% of the weekends each year will need to be disclosed to prospective renters or buyers of properties in the surrounding neighborhood and would clearly negatively impact the rental and sales values of the properties.

e. **Lack of Good Faith and Fair Dealing by WJC.**

- i. WJC has exhibited no intention of reciprocating the goodwill I have shown it in the years past or of being a good neighbor and dealing fairly with me and the adjacent homeowners for the past 16 years that I have owned my property. Until the original notice was posted on the front lawn of the Maxwell House on or around October 2023, WJC failed to communicate at all with its neighbors about the increased event use. Now, that WJC is required to obtain a CUP and is concerned that its neighbors' objections might impact the CUP, it is making many inconsistent and inaccurate statements and "showing interest" in its neighbors' concerns, a transparent and troubling behavioral change supporting further its lack of good faith.
- ii. I prepared a Written Opposition and Oral Presentation to present at the June 5, 2024, hearing but decided not to submit these documents because it was important to me to show my good faith and to act as a good neighbor because settlement discussions with WJC were ongoing. I even sent an email to Mrs. Barrett expressing my sincere wishes to resolve our conflicts. Please see

Addendum on pages 4 and 5 and the attachment to my Oral Presentation. In return for my sincere efforts to resolve these matters, WJC insisted on including onerous provisions in the settlement agreement whereby I would waive significant legal rights; this was not acceptable, and I am forced to carry on this fight and file this Appeal.

f. **WJC's Apparent Failure to Comply with the Law.**

It appears that WJC has failed to comply with many legal requirements for a long period of time. In fact, a year or two ago, a drunken guest at a WJC wedding smashed into 2 parked cars near WJC. Because of this, the City demanded that WJC obtain this CUP. WJC has no excuse for not complying with the laws all these years. It should not now be rewarded for failing to comply with the law.

g. **Safety Issues**

In the past, the WJC fire alarms have gone off during wedding events. Perhaps caused by fires or smoke in the kitchen? On several occasions, the fire department has shown up. Large numbers of guests were standing around in the patio, an extremely dangerous place to be in the event of a fire or an explosion. No one seemed to be in charge.

3. **The Conditions in the CUP are Necessary but NOT Sufficient to Reduce the Significant Impact on Neighbors.**

a. **The CUP Fails to Provide A Process By Which The City and Neighbors Will Be Notified of the Weekend[s] on Which the Weddings Will Be Scheduled.**

i. Page 12 of the Staff Report dated June 5, 2024, lists the number of weekends and weddings allowed but there is no provision for timely notifying the City or the Neighbors of the actual dates that they are scheduled. **IF** the CUP is granted, such a provision must be included. Because weddings are usually planned far in advance, usually a year or more, a 12 month notice requirement is reasonable. Without this information in advance, neighbors cannot plan activities at their homes and are effectively prohibited from using their property almost every weekend of every month except January.

b. **Lack of Enforcement Mechanisms for Conditions Listed in CUP – The WJC does not currently comply with the conditions in the TUP because there are no negative consequences for its failure to comply.**

i. For many years, my tenants and/or I have contacted WJC with our various concerns about the disruptions caused by the WJC

wedding events. The general response from WJC has been “we’ve always done this” and “no one ever complains”. In fact, neighbors do complain, but our concerns are dismissed and ignored by the WJC. And, because my concerns were always ignored and dismissed, it was pointless for me to pursue these concerns any further. Instead, I have been a good neighbor which has not made any difference at all.

- ii. Since the TUP has been issued, I have raised concerns with WJC numerous times. Most of the time, it takes several days for WJC to respond to my concerns, if they respond at all. And, even then, no specific action or resolution has been taken or proposed.
  - iii. On December 9, 2023, a vendor for WJC was setting up an outdoor cooking station next to our common wall. I was concerned about fires/explosions. I went out front to see if the catering truck was parked on the street but none was there. While I was standing on our property, I saw a man and 2 ladies with drinks in their hands leaving the WJC property and walking to their car parked on the street. [The TUP was in effect at the time and guests were not permitted to park on the street.] Another guest of the WJC while standing on WJC property, started talking to me asking me why I was looking at these people; he was intimidating and continued to say uncomfortable things in a harassing manner to me. A WJC employee who was on the front yard of the WJC witnessed all of this and did nothing. I was scared for my safety and went back to my home, pulled down all the shades and set the alarm. I truly feared for my life and the safety of my person and my property.
  - iv. On March 23, 2024, I sent an email to Cindy Arenas and others stating that a group of women were out on the patio from around 6:30 pm to 6:45 pm screaming and making a lot of noise. I said I would appreciate it if WJC would make more of an effort to keep the noise down. I never received a response from anyone at WJC.
  - v. On Saturday, June 1, 2024, there were people in the patio area talking and laughing almost continuously from 6 pm until after 9 pm. I emailed Cindy Arenas at the WJC about this issue several times. Nothing was done. Further, there appeared to be a door monitor but that person only opened and closed the door frequently to let people in and out. When the door monitor was not there, the door remained open for various periods of time so that the music and noise filled the air. As of today, I still have had no response from the WJC.
  - vi. See page 2, item #2 of my Oral Presentation.
- c. **Significant Conflict of Interest Issues.** Conflict of interest issues also raise concerns. Even if there is no actual conflict, the appearance of conflicts is extremely troubling. For example, the City is the Landlord of the WJC Campus. If WJC cannot maintain the premises, then the City

will have to pay for these expenses; the City can avoid these expenses by granting this CUP. Further, an employee of WJC is also the owner/operator of one of the top recommended wedding planner businesses on the Maxwell House site. How fairly can she enforce the conditions in the CUP if she is paid by the bridal couple to manage their wedding at the Maxwell House?

**d. The Wedding Venue Business Needs to be Phased Out Over Several Years**

- i. When several of us neighbors discussed compromises with the WJC, we understood that WJC needed time to get its financial and nonprofit programs in order and discussed the option of permitting a specified number of weddings on limited weekends PROVIDED that the wedding venue business be phased out over several years. See page 2, item #3 of my Oral Presentation.

**4. Specific Finding #3 Is Not Supported by the Facts. WJC's 4/3/2024**

**Application Merely Asserts Unsubstantiated Claims.** WJC should be required to provide the factual documentation, studies, etc., to support these claims.

- a. **Local Vendors:** WJC asserts that The Maxwell House weddings support a multitude of local Pasadena small businesses, including caterers, florists and event planners and references Exhibit E – Local Vendors.

- i. Exhibit E is a five-page list of the Local Vendors. WJC needs to clarify which of these vendors are truly physically located in Pasadena. For example, I quickly reviewed the first page of Exhibit E which listed 41 Local Vendors: 6 of 41 clearly listed Pasadena addresses on the internet; 21 of 41, e.g., Wolfgang Puck Catering, did not have Pasadena addresses; 14 of 41, listed no physical address or only generally mentioned Los Angeles/Southern California.
- ii. Further, how does WJC vet and monitor these vendors initially and on an ongoing basis?
- iii. The internet listed at least 11 wedding venues in Pasadena, including The Castle Green and La Casita Del Arroyo. In addition, the Elks Lodge plans on renting out its facility for more and more weddings in the future. Maxwell House is only one of many wedding venues in Pasadena. WJC needs to specify the exact benefits it claims to provide to these “local” vendors that are not or cannot be provided by these other wedding venues in Pasadena. If the Maxwell House was not operating a wedding business: wouldn't these local vendors still obtain work for the weddings at other venues? wouldn't out of town guests still be utilizing hotels, restaurants and other Pasadena businesses? WJC needs to provide studies and analyses to support these unsubstantiated claims.

**b. Wedding Funding Needed to Support WJC Campus:** WJC claims that funding from the Maxwell House plays a significant part in WJC's ability to shoulder the financial burden of running the WJC campus. **WJC must be transparent and accountable to the City and to the Community and disclose the financial details to support this claim.**

- i. What are the expenses for maintaining the WJC campus? Most non-profits have expenses related to their premises [rent/mortgage payments, insurance, upkeep, maintenance, upgrading interiors, etc.]. WJC committed to these expenses when it entered into the Lease with the City with the full knowledge it was responsible for these expenses as a NONPROFIT entity. In addition, WJC receives monthly rent from the 17 Nonprofit Tenants listed on Exhibit D. How much is this rent?
- ii. For 2025 and Beyond, it appears that WJC proposes to schedule 14 Full Weddings [\$8500 x 14] and 14 Boutique Weddings [\$4500 x 14] to earn gross income of \$182,000. [For comparison, WJC raised over \$700,000 in 1 fundraising event in 2023.] What is the NET income from these 28 events in 2025 and beyond? These Weddings consume a great deal of staff time and resources and expense: the event coordinator, scheduling and discussing details, meetings, phone calls, facility tours, the set-up [tables, chairs, linens, etc.] and breakdown staff, the monitoring staff, equipment costs and upkeep, the wear and tear on the Maxwell House from up to 175 exuberant wedding guests walking, sitting, eating, dancing, etc., from approximately 3 pm to 10 pm? Additional electricity, utilities and plumbing costs? Additional wear and tear on devices, such as air conditioning units, kitchen appliances, etc.? In WJC's 2022 Form 990, WJC asserts that the short-term rentals... are critical...to catch up on... much needed...repairs related to plumbing...security, heating and air, landscaping, electricity...woodwork interiors, etc. Or, in truth, are short-term rentals one of the major causes of these maintenance and upkeep costs?
- iii. The Maxwell House website describes its kitchen as including the following: industrial oven stovetop, warming oven, large industrial fridge, beverage fridges, standard microwave, industrial microwave, industrial convection oven, standard sink, industrial dish-washing station, countertop prep space, Butler's Pantry. These industrial appliances are extremely expensive to purchase and maintain. How is this kitchen consistent with the historical nature of the Maxwell House? How many of WJC's expenses are related to the for-profit wedding venue business vs. the necessary expenses of maintaining the WJC campus?



## Conclusion

Do any of you have neighbors that host events on 14 weekends – Saturdays AND Sundays – each year with up to 175 dancing, drinking, eating and carousing guests? It is extremely disruptive. A few events per year are acceptable but 14 weekends, that is, 27% of the weekends in the year, with 28 weddings is excessive and unreasonable. It is my hope that the City and the WJC will sincerely try to understand the concerns raised by their neighbors and act justly and fairly.

In sum, for the reasons above, **I hereby appeal the decision of the Hearing Officer Paul Novak dated June 10, 2024, and I request that my appeal be set for hearing at the earliest possible date and that the CUP be suspended pending a hearing on the appeal.** Further, I hereby respectfully request: that CUP #7114 be denied permanently and with prejudice; that any existing TUP or other permission to use the Maxwell House as an event space be revoked, and that Western Justice Center [WJC] and the Maxwell House be permanently prohibited from receiving a CUP for the establishment of a Clubs, Lodges, Private Meeting Halls land use within the PS-1 zoning district.

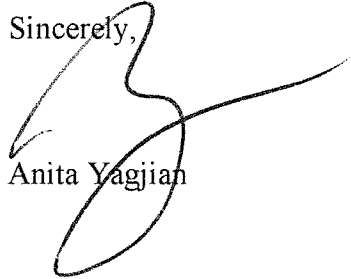
**IF** the CUP is granted, I hereby request:

1. That a phase down of the number of weekends and wedding events be implemented, i.e., reduce the total number of weekends
  - a. from 14 to 10 [i.e., 20 weddings] in 2026 and
  - b. to 6 weekends [i.e., 12 weddings] in 2027 and
  - c. to 2 weekends [i.e., 4 weddings] in 2028 and beyond so that by the year 2028 and beyond, the WJC will have a total of 2 weekends [4 weddings] per year.
  - d. This results in a reasonable use of 4% of the weekends during the year rather than the current proposed severely unreasonable 27% of weekends. The selection of weekends would need to comply with the current limitations on spacing and maximum number of weekends per month, etc.;  
**and**
2. That an employee of the Planning and Community Development Department be assigned as the contact person for all issues related to this CUP, someone who can be contacted regarding the violations of the conditions and who will take action to ensure that WJC has complied with all conditions; **and**
3. That 12 months in advance, WJC be required to provide written notice to the City and WJC's neighbors of the specific dates of the weekend[s] on which weddings will be held in that month or it will forfeit its ability to hold weddings in that month; **and**

4. That effective enforcement mechanisms need to be put into place, e.g., there will be a reduction in the number of permitted events if WJC fails to comply with the CUP conditions for a specified number of times.

Thank you for seriously considering these critical issues and concerns.

Sincerely,

A handwritten signature in black ink, appearing to be 'Anita Yagjian', written over the printed name.

Anita Yagjian

City

ANITA P. YAGJIAN  
49 S. GRAND AVENUE  
PASADENA, CALIFORNIA 91105  
June 5, 2024

HAND DELIVERED

Joseph Weaver  
Planning & Community Development Department  
Planning Division, Current Planning Section  
175 North Garfield Avenue  
Pasadena, CA 91101

Re: Public Hearing - Oral Presentation In Opposition to Western Justice Center  
Application for Conditional Use Permit #7114

Dear Mr. Weaver:

For the reasons stated in my written comments, a copy of which I am providing to Hearing Officer Joseph Weaver, **I STRENUOUSLY OBJECT TO THE ISSUANCE OF CUP #7114** and respectfully request the following: that CUP #7114 be denied permanently and with prejudice; that any existing TUP or other permission to use the Maxwell House as an event space be revoked, and that Western Justice Center [WJC] and the Maxwell House be permanently prohibited from receiving a CUP for the establishment of a Clubs, Lodges, Private Meeting Halls land use within the PS-1 zoning district.

In my written comments, I support this position by citing:

1. The Unaddressed Legal Issues;
2. The Significant Impact WJC's Wedding Activities Have on Neighbors;
3. The Lack of Enforcement Mechanisms for Conditions Listed in the CUP;
4. Significant Conflict of Interest Issues; and
5. The Failure of WJC's Application to Its Substantiate Claims.

I wholeheartedly believe this CUP should not be approved for the reasons, above. I would like to take this time to highlight a few of my many concerns. My entire backyard wall borders the WJC; we share a common wall with our patios on each side of the wall. The patios are essentially surrounded by 2 story buildings that act as an amplification chamber. The WJC patio is a hard surface. Any noise, even a conversation at normal noise levels, is amplified throughout the area.

## **1. Significant Loss of Use and Quiet Enjoyment of My Property**

As I state in my written comments, I have suffered a significant loss of rental income because of the noise generated by WJC. A multi-year tenant left after 1 year and a subsequent tenant paid a significantly reduced rent because of the noise and disruptions caused by the WJC. I have personally lost the use and quiet enjoyment of my property. When I moved here 9 years ago, I had a dinner party on a Saturday evening that was absolutely ruined because of the noise and chaos emanating from the WJC building and patio. The WJC's use of its property for events forced me to cease all use of my property, the outside and inside, on weekends. Initially, I contacted the WJC about my concerns, however, my concerns were ignored and dismissed. After many such efforts, I, reluctantly, ceased expressing my concerns because it did no good. I decided to be a good neighbor – that only empowered the WJC to continue to increase its wedding business and here we are.

The loss of use and enjoyment of my property is significant. This is supported by, among other things, the Noise Study contained as an Exhibit in the letter by Mr. Tsai dated April 2, 2024. I could list all the days and times I have been deprived of the use and quiet enjoyment of my property but the list would be quite long.

## **2. Need for Effective Enforcement Mechanisms of Conditions in CUP**

There are conditions in the TUP and the proposed CUP that are designed to mitigate the noise and disruption BUT WJC treats these conditions as suggestions to be followed at WJC's convenience. The WJC fails to comply with these conditions almost every time there is an event. For example, on Saturday, June 1, 2024, there were people in the patio area talking and laughing almost continuously from 6 pm until after 9 pm. I emailed Cindy Arenas at the WJC about this issue several times. Nothing was done. Further, there appeared to be a door monitor, but that person only opened and closed the door frequently to let people in and out. When the door monitor was not there, the door remained open for various periods of time so that the music and noise filled the air. As of today, I still have had no response from the WJC.

What incentive does the WJC have to comply with these conditions when there are no consequences for violating these conditions? What is the enforcement mechanism? At the very least, a serious, effective enforcement mechanism needs to be put in place IF the CUP is approved.

## **3. Wedding Venue Business Needs to be Phased Out Over Several Years.**

I have lived in Pasadena for over 9 years and I love this city and my home and the community in which I live except for 1 thing. By ignoring and dismissing my concerns for over 15 years, the WJC has not been the best of neighbors.

When we first met with Mrs. Barrett several months ago, she stated that the WJC was in disarray when she took over, that she was doing her best to restart their nonprofit

community programs and to fix their significant financial problems. Mrs. Barrett did listen to some of our concerns and I appreciate the fact that the WJC has made some efforts to reduce its impact on neighbors but please understand that most of these significant negative impacts result from the very nature of the physical layout and of any wedding event; weddings are large groups of individuals celebrating a joyous event, individuals who are exuberant which will, regardless of mitigating factors, have a significant negative impact on immediate neighbors. More often than not, violations of the conditions occur at the weddings and the WJC fails to correct these violations.

In our meeting with Mrs. Barrett, we discussed the option of permitting a specified number of weddings on limited weekends PROVIDED that the wedding venue business be phased out over several years. This would allow WJC time to get its financial affairs in order and focus on its nonprofit activities and nonprofit revenue sources. Since then, however, the WJC has refused to consider a phase out declaring that it needs the money from the weddings, end of discussion. The WJC has spent so much employee time and effort and money and many, many years developing its wedding venue business that it doesn't want to walk away from such an easy, lucrative revenue source. It is much more difficult to compete for nonprofit dollars, especially in a community like Pasadena, which has so many worthy nonprofits who consistently reach out to the community and work hard to show us how much value they add to our community.

I have every confidence that under Mrs. Barrett's direction, more and more opportunities to attract nonprofit dollars will arise and be successful so that the for-profit wedding business will be phased out. In addition, the WJC could be a fine example of the principles that it propounds in its Vision Statement: the principles of fair treatment and integrity would supersede the desire for easy money and the WJC would exhibit its empathy to the needs of its neighbors with whom it shares common walls.

**4. The CUP Fails to Provide a Process By Which The City and Neighbors Will Be Notified of the Weekend[s] on Which the Weddings Will be Scheduled.**

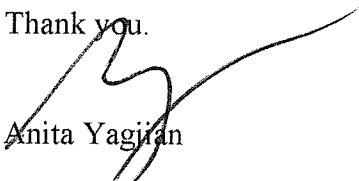
Page 12 of the Staff Report lists the number of weekends allowed but there is no provision for timely notifying the City and the Neighbors of the actual dates that they are scheduled. Because weddings are usually planned far in advance, usually a year or more, a 12 month notice requirement is reasonable. Without this information in advance, neighbors cannot plan activities at their homes and are effectively prohibited from using their property almost every weekend of every month except January.

**5. Conclusion**

Do any of you have neighbors that host events on 14 weekends – Saturdays AND Sundays - each year with up to 175 dancing, drinking, eating and carousing guests? It is extremely disruptive. A few events per year are acceptable but 14 weekends, that is, 27% of the weekends in the year, with 28 weddings is excessive and unacceptable. And, it is my hope that the City and the WJC will sincerely try to understand the concerns raised by their neighbors and act justly and fairly.

Thus, I respectfully request that the City deny the CUP application. IF the CUP application is approved, then the following must be included: 1) a phase down period of 4 years reducing the total number of weekends to 2 [i.e., 4 weddings] in 2028 and beyond, and 2) an employee of the City must be assigned as the contact person and monitor of the CUP conditions with the power to ensure compliance by the WJC; and 3) that WJC provide written notice to the City and it's neighbors of the specific dates of the weekend[s] on which weddings will be held 12 months in advance; and 4) that effective enforcement mechanisms be put into place for WJC's violations of the CUP.

Thank you.

  
Anita Yagjian

**Addendum on June 5, 2024 – Presented at Hearing on June 5, 2024.**

I share a common wall with WJC; my patio is on the west side and on the east side is the WJC patio where all the weddings and other activities take place. The WJC patio is a hard surface. Our patios are essentially surrounded by 2 story buildings that act as an amplification chamber. Any noise, even a conversation at normal noise levels, is amplified throughout the area. I am directly and significantly impacted by any outside activity on the WJC patio.


I did not want to be here tonight. I am scheduled for surgery tomorrow and this is the last place I want to be. In fact, I sent Mrs. Barrett an email yesterday saying that I didn't want to look over my back fence and see an adversary; I want to see a friend and neighbor. I thanked her for the changes WJC has made in response to our concerns. My email was sincere and from the heart. We are just neighbors and homeowners who want to quietly enjoy their back yards and not be denied that right for 27% of the weekends in the year. I don't want to fight with WJC anymore. In the email to Mrs. Barrett I said that I would not object to the CUP Application on Wednesday and I would sign a settlement agreement if it was just a simple statement to that effect. I have attached a copy of that email for your information.

I sent the email to Mrs. Barrett assuming, naively, that the WJC would act in good faith and that they would also act as a good neighbor. Unfortunately, WJC's draft settlement agreement is not "a simple statement to that effect"; in fact, it demands a pound of flesh from its neighbors and it treats the neighbors as the bad guys; it's just another example of WJC's arrogance and greed and lack of empathy. WJC is definitely not a role model for the values it propounds on its website. Also, **please note that the changes WJC has made, that is, the conditions WJC has included in the CUP Application, are necessary but they are not by any means sufficient to address all the many more serious concerns that we have raised.**

Because of WJC's wedding and other event activities, I have suffered a significant loss of rental income and I have been denied the use and quiet enjoyment of my property. Do any of you have neighbors that host events on 14 weekends – Saturdays AND Sundays - each year with up to 175 dancing, drinking, eating and carousing guests? It is extremely disruptive. A few events per year are acceptable but 14 weekends, that is, 27% of the weekends in the year, with 28 weddings is excessive and unacceptable.

On May 31, 2024, I read the City's Staff Report recommending approval of the CUP. I felt like the City did not truly understand the negative impact the WJC's for profit wedding business has on its neighbors so I drafted written and oral responses to present at the hearing tonight. I sincerely planned on not submitting them to the City per my email to Mrs. Barrett yesterday, however, WJC has given me no choice; so I am here tonight requesting that the WJC CUP be denied in total or be amended as proposed in my written and oral presentation documents that I am submitting to the City tonight.

Thank you for your consideration.

  
Anita Yagjian

CUP

## The CUP

From: Anita Yagjian (apyagjian@sbcglobal.net)

To: ebarrett@westernjustice.org

Date: Tuesday, June 4, 2024 at 05:48 AM PDT

Dear Elissa:

I don't want to look over my back fence and see an adversary; I want to see a friend and neighbor. These last many months of fighting with the WJC is taking a toll on my health. I am not proud of some of the things I have said and done and I apologize to you and your staff for that; but please understand these actions arise from my frustration in not feeling heard and appreciated by the WJC these many years. I am truly a good and nice and caring person.

I do appreciate the many changes you have made in response to our concerns about the weddings. Thank you. I don't want to fight with you anymore. I will not object to the CUP application on Wednesday and I will sign a settlement agreement if it is just a simple statement to that effect.

Anita

Please refer to Addendum on pages 4-5  
of June 5, 2024, ORAL PRESENTATION  
FOR Further Clarification.