



WESTERN JUSTICE CENTER

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RECEIVED

March 3, 2025

2025 MAR -3 PM 1:34

CITY CLERK  
CITY OF PASADENA

Mayor Victor Gordo and  
Members of the Pasadena City Council  
100 N. Garfield Avenue  
Pasadena, CA 91109

Re: Continuance of Agenda Item #7 from February 10, 2025

**Dear Mayor Gordo and Esteemed Members of the City Council,**

At the hearing on February 10, 2025, several issues were raised by Appellants that invite clarification and are relevant to the question of whether the Western Justice Center is prepared to comply with the terms of the Conditional Use Permit decision issued by the Board of Zoning Appeals on October 11, 2024.

I. Allegations that the Western Justice Center Repeatedly Ignored Complaints from Neighbors and Violated the Terms of its Temporary Use Permits

There was an assertion made by Appellants at the February 10, 2025, hearing that the Western Justice Center (WJC) has repeatedly ignored complaints from its neighbors and violated the terms of its Temporary Use Permits (TUPs). **See Attachment A: Complaint, Investigation and Resolution Log**, summarizing specific complaints from Appellants from December 2023 – December 2024.

To place this log in context, it is worth noting that, **between April 2023 and June 2024**, WJC engaged in ongoing dialogue with our neighbors over issues related to the requested Conditional Use Permit.

a. WJC's Compromise with Surrounding HOAs

**In December 2023, a compromise was reached** with the majority of our neighboring HOA's (see Attachment B) that included -

- i. **Reducing the number of weddings by 45%** from the original 60-70 intended weddings annually to 36 weddings included in the initial CUP.
- ii. **Adding measures to monitor guest conduct**, including
  - 1. Requiring couples to hire a wedding coordinator, DJ and bartender from a pre-approved vendor list vetted by WJC; and
  - 2. Requiring WJC to hire a professional security guard to monitor guests' conduct on Grand Avenue, add signs to ensure guests use the **designated parking lot**, add a decibel meter to **monitor noise levels** from any amplified music, and direct janitorial crews to widen their collection of trash to include the Grand and Green intersection.

**WJC also agreed to share the schedule of weddings in advance** and to remain in regular contact with the surrounding HOAs to ensure proper implementation and to **address any new issues** that may arise.

b. WJC's Efforts to Compromise with Appellants

On November 28, 2023, the Western Justice Center met with Appellants to share a summary of this compromise with the surrounding community. At the meeting, WJC offered additional concessions designed to address concerns and complaints raised by Appellants during prior discussions.

**WJC voluntarily incorporated these changes into its Amended CUP application**, even though WJC and Appellants had not reached a compromise.<sup>1</sup>

The additional concessions offered by WJC and included in our Amended CUP application consisted of:

- i. **Further reducing the number of weddings** from 36 to 28 – a notable **58% reduction** from our original request.
- ii. **Agreeing to a set schedule for weddings** that would limit them to 14 weekends with no consecutive weekends, no more than 2 weddings per weekend, and no more than 2 wedding weekends per month.
- iii. **Committing to drastic reductions in the use of the Campus property**, including:<sup>2</sup>
  - a. Indoors
    - i. Removing the dance floor from the Foyer<sup>3</sup>
    - ii. Removing the large historic furniture from the Dining Room
    - iii. Repurposing the Dining Room as a dance area
    - iv. Purchasing a new dance floor for the Dining Room so that the room could still be used effectively by WJC, members of its nonprofit campus and other guests when not being used for dancing during weddings.
  - b. Outdoors
    - i. Eliminating use of the the Garden Patio for receptions and seated dining
    - ii. Reducing the number of hours of access to the Garden Patio by more than 50%
    - iii. Adding a monitor for the doors leading to and from the Garden Patio
    - iv. Reducing the window of time for wedding ceremonies
    - v. Eliminating use of the Small Patio, except for photographs
    - vi. Eliminating use of the Oak Tree area, except for photographs

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<sup>1</sup> From February through early June 2024, WJC negotiated in good faith with Appellants. By the time of the June 5, 2024 hearing, WJC believed that the parties had reached a resolution.

Just before the June 2024 hearing, WJC reiterated its request that only 2 provisions be added to a Settlement Agreement. The remainder of the provisions came from Appellants and, for the most part, mirrored the contents of WJC's Amended CUP application. The 2 provisions WJC requested were designed to: (a) encourage Appellants not to unreasonably interfere with events (see Attachments A and C), and (b) encourage the parties to sit down with a neutral third-party mediator should any issues arise in the future.

<sup>2</sup> As a result of implementing these changes during 2024 for weddings that had been scheduled in 2023, WJC had to return \$25,000 in wedding deposits.

<sup>3</sup> The Foyer occupies the central portion of the first floor of the Maxwell House. The area where the dance floor had been located was near the glass doors that open onto the Garden Patio, making it hard to contain noise and light.



2. Allegations that the Western Justice Center Does Not Require Funds from Wedding Rentals in order to Operate the Campus

**At the hearing on February 10, 2025, Appellants pointed to the 2023 IRS Form 990 filed by WJC.** The audited financial statement included a listing of \$4M in assets. Appellants claimed that the existence of these assets undermines any assertion that funds from the wedding rentals are needed.

**At least half of that \$4M is money that was raised to support WJC's core mission,** which is to bring conflict resolution education programs to K-12 schools throughout Los Angeles County and to share conflict resolution education online curriculum, which is accessed more than 40,000 times annually by educators from more than 100 countries worldwide.

**The remaining \$2M is the depreciated value of the investments WJC has made in renovating, repairing and preserving** the four historic buildings that make up the WJC Campus and that are owned by the City of Pasadena.

**See Attachment D for a small sampling of some of the investments made by WJC since 2018.**<sup>4</sup> The total amount of our expenses for managing, maintaining, repairing, restoring and renovating the campus, including capital improvements, during this time period totalled more than **\$3.85M** as of 2023.

**It is worth noting that, because WJC follows GAAP Standards** (Generally Accepted Accounting Principles), any funds used for capital improvements are classified as fixed assets and not reflected as a current asset or operating expense in the audited financial statement. In essence, this means that WJC must raise a functional surplus each year just to break even with the demands of the campus.

In closing, even though the number of weddings permitted by the Board of Zoning Appeals decision is well below the financial threshold needed to fulfill the intentions our agreement with the City, WJC is willing to move forward and implement the CUP to the best of our ability.

We hope these clarifications will be helpful to your deliberations. If there are any additional questions I can answer at the hearing this evening, please let me know.

Sincerely,



Elissa D. Barrett, Esq.  
WJC Executive Director

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<sup>4</sup> Shifts in the climate have necessitated a series of expensive repairs and improvements to the Maxwell House. These needs have arisen due to the prevalence of extreme heat incidents, mostly during the summers, and repeated incidents of flooding during winter cycles when Pasadena receives rain. This includes a massive flooding incident that occurred during Hurricane Hillary in 2023.

## ATTACHMENT A

### Complaint, Investigation and Resolution Log

| Date of Complaint <sup>5</sup> | Complaint Issue(s)  | Investigation and Resolution  | Date Resolved |
|--------------------------------|---|---|---------------|
| 12/2/23                        | Paula Davis texted Cindy that the music was too loud and that people were opening the back doors onto the patio.  | WJC staff member, Cindy Arenas, told the DJ to turn down the volume.<br><br>Cindy confirmed that the door monitor was opening the doors only to allow guests to use the restrooms, which are located next to the patio behind the building.         | 12/2/23       |
| 12/2/23                        | During the wedding ceremony, guests complained that a neighbor was yelling at them and threatening to call the police.  | Cindy spoke with the wedding coordinator and confirmed that the incident involved Anita Yagjian. Cindy went to speak with Anita.  | 12/2/23       |
| 12/9/23                        | Guests complained that they had been confronted by a neighbor on the public sidewalk in front of the building. An attempt was made by the neighbor to take pictures of a minor in the company of their parent. The neighbor accused the minor of underage drinking. | Colin Dueweke spoke with the guests and confirmed that the incident involved Anita Yagjian. He also confirmed that the minor was drinking only lemonade.  | 12/9/23       |
| 12/10/23                       | No complaints received.   |   |               |
| 2/24/24                        | Guests complained about a neighbor turning her leafblower on as soon as the wedding vows were completed.  | Cindy verified that the incident involved Ms. Yagjian.  |               |
| 3/9/24                         | No complaints received.   |   |               |
| 3/16/24                        | Paula Davis texted Cindy at 5:33pm that guests were being loud.<br><br>Anita Yagjian emailed Cindy at 5:38pm with the same issue.   | Cindy had previously let the neighbors know that the wedding ceremony would take place roughly between 3:30 and 5:30 pm. At the time of the complaints, the wedding coordinator and the security guard were in the process of moving guests inside. | 3/16/24       |

<sup>5</sup> This complaint log was started after negotiations with Appellants broke down in late November 2023.



| Date of Complaint | Complaint Issue(s)   | Investigation and Resolution  | Date Resolved |
|-------------------|--|---|---------------|
| 3/23/24           | Anita Yagjian emailed at 8:43pm that people were being loud.   | At the time of the email, Cindy was already asking the guests in question to be more quiet.   | 3/23/24       |
| 4/6/24            | Mike Davis phoned to address the crowd in the back patio.  | Cindy directed security to address the issue. Security found 5 people taking a group photo and asked them to go back inside.  | 4/6/24        |
| 4/13/24           | No complaints received.  |   |               |
| 4/20/24           | No complaints received.  |   |               |
| 4/21/24           | Anita called during the wedding ceremony to complain about noise..                                       | Colin verified that this wedding had moved its ceremony to before 1:30 pm and that this was a smaller event involving 34 people.<br><br>WJC began to require wedding coordinators, even for smaller events. The presence of a wedding coordinator helps WJC substantially with ensuring that couples and their guests follow the rules. | 4/23/24       |
| 4/27/24           | No complaints received.  |   |               |
| 5/4/24            | No complaints received.  |   |               |
| 6/1/24            | Anita emailed Cindy that the music was too loud and needed to be turned down.                            | Cindy verified that only light music was being streamed and that the volume was set low, as required.   | 6/1/24        |
| 6/1/24            | Anita emailed Cindy that people were hanging out and talking on the back patio for more than 30 minutes. | Cindy went immediately to investigate, but there were no guests on the patio.   | 6/1/24        |
| 6/1/24            | Anita emailed Cindy complaining again that there were people on the patio.                               | Cindy investigated and verified that the only person outside at the time of the complaint was the security guard.   | 6/1/24        |
| 6/2/24            | No complaints received.  |   |               |
| 6/15/24           | No complaints received.  |   |               |
| 7/20/24           | No complaints received.  |   |               |

| Date of Complaint | Complaint Issue(s)   | Investigation and Response  | Date resolved  |
|-------------------|--|---|--|
| 8/10/24           | Anita emailed Cindy complaining that the kitchen door was open. <sup>6</sup>   | Cindy investigated and confirmed that the kitchen was extremely hot and the doors needed to be open for ventilation for the safety of the workers.  | 8/10/24  |
| 8/10/24           | Anita emailed Cindy complaining that the kitchen was open all night and that people were being loud  | Cindy investigated and confirmed that the caterers were removing their items for the night.<br><br>The temperature remained high so the door was open, but workers confirmed that were doing their best to remain quiet.  | 8/10/24  |
| 8/24/24           | No complaints received.  |   |  |
| 9/14/24           | No complants received.   |   |  |
| 9/21/24           | No complaints received.  |   |  |
| 10/5/24           | No complaints were made to WJC or the City, but Paula Davis reported at the BZA hearing that two guests had stood in the Small Patio and had a heated argument.  | WJC purchased stanchions, which are used in airports to keep people in orderly lines while they wait to go through security.<br><br>WJC is using the stanchions to block access to the Small Patio and to create a narrower path for guests to use when accessing the bathrooms.  |  |
| 10/12/24          | Appellants filed a complaint with City code enforcement staff alleging that WJC was in violation of the noise ordinance because 3-5 people were speaking outside and that guests had trespassed on the front porch of 1 Grand Avenue for wedding photos and that debris was left in the public park and Colorado Street Bridge access point. | The City inspector informed WJC of the complaint on 10/16/24. Colin and Cindy investigated the issue but neither the security guard nor the backdoor monitor could substantiate the claims. They also asked the wedding photographer, the wedding couple and the wedding coordinator whether they had gone to 1 Grand Ave to take photos. They had not.<br><br>It was later confirmed that a wedding had taken place at another venue in the neighborhood on that same day. | 10/17/24<br><br>Colin emailed the City to inform them of his findings. |

<sup>6</sup> WJC received permission to use otherwise dedicated grant funds to purchase and install a new HVAC unit for the kitchen. The unit and installation cost \$15,000 and as soon as use of the property allowed.

| Date of Complaint | Complaint Issue(s)   | Investigation and Response   | Date resolved |
|-------------------|--|--|---------------|
| 10/19/24          | No complaints.   |  |               |
| 10/26/24          | Anita emailed Cindy at 2:41pm complaining that guests were being loud on the patio.  | Cindy investigated and found that, at the time of the complaint, the bride, groom, photographer and 8 guests were taking wedding photos on the Small Patio, as permitted by the TUP.   | 10/26/24      |
| 10/26/24          | Anita emailed Cindy at 4:58pm that guest were being loud on the patio.   | Cindy responded to Anita via email, letting her know that Cindy was personally monitoring the back patio, that 3-4 people had used the restroom during the time of Anita's complaint and verified that the guests had responded immediately to her requests for them to speak quietly. | 10/26/24      |
| 10/26/24          | Anita emailed Cindy at 6:10pm that there was noise on the patio.   | Cindy responded by email to Anita that the noise was the security guard and the door monitor putting away the wedding ceremony chairs.   | 10/26/24      |
| 10/26/24          | Anita emailed Cindy at 7:23pm, asking her to verify the type of device WJC used to monitor decibels levels and wanting to know who was talking on the patio. | Cindy responded by email to Anita that the 2 people talking had been Cindy and the security guard to make sure protocols were being followed.  | 10/26/24      |
| 11/2/24           | Paula texted Cindy to say that the back door was open.   | Cindy verified that the door had been open for one or two minutes because a guest had paused in the doorway to ask the door monitor a question. The guest then went to use the restroom.   | 11/2/24       |
| 12/7/24           | No complaints received.  | This was the final wedding held under the TUPs. No weddings have been held at WJC since this date.   |               |



**ATTACHMENT B**  
Sent by email on Friday, February 28, 2025

Dear Mayor Gordo, **District 6 Councilperson Madison**, and  
all City of Pasadena Councilpersons:

I am a neighbor of the WJC, I live just east of the Maxwell House building, across Grand Avenue.

I moved to my condo in 2019. I knew the WJC/Maxwell House was there when I bought my place. I asked my realtor (who asked the HOA) and I asked the sellers about the WJC -- its use, events, and neighborhood impact -- and was assured it was manageable. Then Covid hit in Spring of 2020 and there were NO events for quite some time. When Covid finally resolved, there was a pent-up demand for weddings and other events and the WJC/Maxwell House was very busy. Too busy. Events and inconsiderate guests were often noisy and parking had become a problem.

Rather than run to a lawyer or bother the city, my immediate neighbors and I met with Elissa Barrett and the staff at WJC. Together we came to a mutually workable agreement that allowed for enough events for them to earn needed funds and we were assured of improved communication, fewer events, and the continued use of the WJC offices for the many worthy non-profits housed therein.

At the Council meeting on 2/10/2025, the idea arose of possibly re-directing city funds to support the maintenance needs at the WJC Maxwell House rather than ask nearby residents to accommodate the proposed limited schedule of wedding events.

As a citizen of Pasadena, I DO NOT support that idea in any way. Why divert city funds that are needed in so many areas of our town when there is an income-producing plan to provide those needed funds? The mutually agreed upon wedding/event plan is ok with all but just two of the nearby-by neighbors. To consider reassigning city funds to appease a couple of unhappy neighbors seems like a very poor solution to this situation that can pay for itself.

Years ago, I lived off Linda Vista near the Rose Bowl. From time-to-time neighbors would complain about the noise and traffic of events there. I feel now as I did then: the structure was not hiding when you bought. You knew what would happen. If you didn't know, you should have asked before you bought.

The WJC Maxwell House wedding plan, as mutually agreed to, presents drastically fewer events than the number of events they hosted just after Covid (when we all agree there were too many) and appears to be a very manageable plan. With advanced notice, I will plan accordingly and I think all neighboring residents can do that, too.

We are lucky to have that elegant building in our neighborhood with its beauty and history, and I hope you too will support the CUP so the WJC can support the future of Pasadena non-profits and happy couples going forward.

Thank you,  
[Name withheld]<sup>7</sup>

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<sup>7</sup> This letter was sent by email directly to the Mayor and the members of the City Council, a copy of which was shared with WJC. To protect the privacy of the individual involved, WJC has withheld their name.

**ATTACHMENT C**  
**Email exchange with Anita Yagjian**

From Anita Yagjian on June 4, 2024, at 5:49 am (the day before the June 5, 2024 hearing)

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

From Elissa Barrett on June 4, 2024, at 9:10 am

Dear Anita,

Thank you for your kind note and for letting me know that our efforts to make changes in response to your concerns about the weddings have been helpful.

We very much want to co-exist peacefully with you, too, and hope that our last revisions to [the] settlement agreement will meet with everyone's approval.

We agree that it would be nice to resolve things so we can move forward as friends and neighbors.

Warmly,  
Elissa

**ATTACHMENT D**  
**Small sampling of major projects since 2018**

| Description of Major Projects   | Approximate Cost                              |
|---|---|
| Replacement of 14 of the Campus' 22 HVAC units, including the addition of a new HVAC unit for the Maxwell House kitchen in response to a response from Appellants in the summer of 2024. (See Attachment A.)  | \$125,000                                     |
| Replacement of the engine for the Otis elevator in the Maxwell House and updated permitting for one of LA County's 3 oldest units in commission.  | \$80,000                                      |
| Replacement of all plumbing lines that carry water away from the Maxwell House and recalibration of surfacing to protect against flooding   | \$60,000                                      |
| Waterproofing to a 12 foot depth of the South side of the Maxwell House, including removing and replacement of HVAC units, removal of debris and damage from prior flooding in the basement and purchase of new sump pumps with alarms issued if a unit breaks down during flooding.    | \$50,000                                      |
| Restoration of two archways between the Living Room and Dining Room in the Maxwell House, replacing damaged veneer with hardwood.   | \$50,000                                      |
| Painting, carpeting, furniture and A/V equipment purchases used to transform an upstairs room at the Maxwell House into a multi-purpose, hybrid use space for use by nonprofit organizations and other community groups who wish to use the Maxwell House for mission-related meetings. | \$40,000                                      |
| <b>*The total amount of WJC's expenditures for managing, maintaining, repairing, restoring and renovating the Campus (including for other major projects), during this time period totalled more than <u>\$3.85M</u> as of 2023.</b>  | <b>\$405,000 just for items on this list*</b> |



Justin J. Mahramas  
213.617.4101 direct  
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March 3, 2025

File Number: 0009-362964

**VIA ELECTRONIC MAIL ONLY**

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

RECEIVED  
2025 MAR -3 PM 1:34  
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CITY OF PASADENA

Re: Response to Appellants Opposition Letter Dated February 10, 2025  
Western Justice Center Conditional Use Permit Application #7114

Mayor Gordo, Vice-Mayor Rivas, and Honorable Council Members:

On behalf of the Western Justice Center (“WJC”), we submit this letter in response to the opposition letter dated February 10, 2025 (“Appellants’ Opposition”) submitted on behalf of Anita Yagjian and her neighbors on South Grand Avenue (collectively, “Appellants”) regarding Conditional Use Permit Application #7114 (“CUP 7114”). We aim to address the key points raised by the Appellants.

WJC has proactively addressed the Appellants’ concerns since Fall 2023 and has consistently, and in good faith, implemented various operational changes and attempted to further resolve this dispute through mediation. Throughout this process WJC has substantially restricted their own operations to attempt to appease the Appellant’s concerns. To name a few concessions, WJC has (1) reduced the requested number of weddings from over sixty to twenty-one, (2) eliminated weddings on back-to-back weekends, (3) agreed to rearrange operations and restrict use of the outdoor patio to ceremonies only, (4) committed to a reduced overall guest count, (5) agreed to pay for additional security services and formal inspections, and (6) committed to a formal annual review of the CUP.

Despite these restrictions, Appellant’s have been unwilling to make any concessions that would allow the CUP to be economically viable. Every condition mentioned above has a direct impact on the overall funds WJC receives. WJC has not yet even had the opportunity to implement these stricter conditions of approval and demonstrate their effectiveness in addressing the Appellants’ concerns. At the very least, WJC requests the City Council approve the CUP for a period (through 2029) before revisiting a long-term approval.

## I. WJC's Obligations.

WJC's lease with the City covers four historic buildings, The Maxwell House (55 South Grand Avenue) plus the former Vista del Arroyo Hotel Bungalows at 65, 75 and 85 South Grand Avenue (the "Campus"). The lease requires WJC to cover the costs for repairing, maintaining, renovating, and restoring the Campus, and limits long-term residency on the Campus to nonprofits.

Appellants' assertion that WJC does not need the funds from the short-term rental of The Maxwell House to meet all of their obligations under the lease is wholly inaccurate. WJC takes seriously its obligations to create and maintain a vibrant nonprofit community in the heart of Old Pasadena. Today, the Campus serves as headquarters for WJC and 20 other nonprofits that serve the Pasadena community. WJC offers below-market rate rent for these nonprofits and provides them with access to The Maxwell House for board meetings, fundraisers, programs and other events – a combined value that is difficult, if not impossible, to replicate.

Further, the short-term rental of The Maxwell House for weddings allows WJC to provide an ongoing service to the Pasadena community on multiple levels, including by:

- (a) Providing a home to local nonprofits that, in all likelihood, would otherwise be priced out of the community;
- (b) Preserving the historic nature of the Campus with sufficient funds to meet its ongoing, emergency and newly developing needs (including those related to climate change);
- (c) Ensuring that funds earmarked for WJC's work with local schools do not have to be diverted to fill the gap in funds needed for preservation of the Campus and instead generate support for WJC's core mission; and
- (d) Maintaining its part in the balanced composition of the neighborhood.

To be crystal clear, the primary purpose and use of the Campus has and will continue to be for the benefit of nonprofit organizations and the community. However, the proposed events under CUP 7114 are necessary for WJC to continue to maintain, repair, and enhance the historic campus without compromising the growth of our core mission. Even now, the delay in granting this CUP has caused WJC to defer hiring for various critical positions.

And to further reiterate, use of The Maxwell House for short-term rentals during non-business hours is authorized under the lease agreement between WJC and the City, dated April 4, 1989, as amended (the "Lease") under certain conditions.

Section 5.1 of the Lease states that "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**.”

The Lease states that the specified restricted use of the Premises applies during “ordinary business hours” and nothing in the Lease “precludes [WJC] from using the Premises for community meetings and other purposes during non-business hours.” The City has reviewed and concluded that the terms of the Lease allow The Maxwell House to be available for short-term rental for weddings and other similar events, outside of WJC’s regular operating hours. Indeed, the intent of these provisions was to ensure that long-term leases at the campus were for nonprofit tenants only. WJC functions squarely within the terms of the Lease.

The annual rental income from those nonprofits and grants do not meet the cost of maintaining the Campus. In fact, Campus costs routinely exceed that rental income by a significant margin. Short-term rental income from the use of The Maxwell House for weddings fills a large portion of that gap. If the CUP is denied, WJC will suffer tremendous impacts to their programs and staffing, as well as their ability to maintain, repair, and enhance the Campus.

## II. CEQA Findings.

As discussed in our previous letters and at the hearing, the CUP request is exempt from CEQA. Operations at The Maxwell have been the same since WJC has occupied the space. For nearly two decades, WJC has continuously held private weddings at the Maxwell House during the afterhours and weekends since approximately 2010. The CUP is merely asking to properly entitle a use that has continuously existed at this site for well over a decade.

Beyond that, with the implementation of the conditions of approval, the use will become even less impactful when compared to conditions that existed prior to the start of this permitting process. As detailed in Western Justice Center’s letter dated March 3, 2025 (“WJC’s Letter”), WJC has significantly reduced the number of events and implemented extensive measures to minimize any impact on the neighborhood. The outdoor portion of the weddings is limited solely to the ceremony, which typically lasts only 45 minutes. Given these facts, a Class 1 categorical exemption for an existing use is applicable and no exceptions to this exemption apply. Therefore, the CEQA findings must be made in the affirmative.

Additionally, Appellants continue to avoid addressing what would happen if we defied all logic and concluded that the CEQA exemption does not apply. The CUP request would not simply vanish. The Applicant and City would be required to conduct additional environmental analysis of the project prior to the CUP being approved. However, this undertaking would lead to the exact same result as the exemption – that the project has no significant impacts on the environment and the CEQA findings must be made in the affirmative.

How do we know this without conducting additional analysis? Because CEQA requires environmental analysis to be conducted comparing the proposed project to the use of the project site as it exists at the time the application was submitted to the local jurisdiction. The site conditions and operations of the use are typically the environmental baseline utilized to assess environmental impacts of a project. In the case of WJC, not only were weddings already occurring at The Maxwell House for at least the previous 15 years, but the proposed weddings and similar



events under the CUP represent a substantial annual reduction, reduces the maximum allowable number of wedding attendees, and institutes further operational modifications to directly address the Appellants' concerns. Therefore, any impacts to neighbors would be at worst net neutral compared to existing conditions and further reduced regardless. To be sure, this project perfectly illustrates why CEQA exemptions exist – to ensure that valuable time and resources are not wasted on unnecessary analysis.

### III. Noise Concerns.

In response to the Appellants' noise concerns, WJC has implemented operational procedures to limit the amount of noise that comes from The Maxwell House during the weddings. This includes (i) a requirement for all weddings to use WJC's preferred DJ, since they are aware of WJC's policies, (ii) a decibel meter remains in view during the events to ensure the noise does not exceed the City's Noise Ordinance, (iii) WJC relocating the dance floor from the Foyer to a side room away from the rear doors, and (iv) a door monitor is posted at the doors to ensure the doors remain closed during the events, with the exception of guests entering and exiting to use the restrooms.

### IV. Further Changes to the Proposed Conditions of Approval.

WJC has made it its top priority to be accessible and responsive to all neighbors during the weddings if there is any concern. WJC has had open, collaborative, and ongoing communication with the other HOAs in the area and their residents. This is reflected in the comments submitted to the City, stated during the multiple hearings, and highlighted in WJC's Letter. WJC is committed to continuing to work with and maintain an open dialogue with all neighbors to further refine the operations of these events to eliminate any issues as quickly as feasible. WJC understands that this is an ongoing commitment to the neighbors and community at-large, and that such use requires individualized and prompt responses for every event.

With that said, WJC has already gone through numerous rounds of modifying and implementing the conditions to address the Appellants' concerns, only to be told that more is required. We respectfully request the City Council uphold the BZA's decision to approve CUP 7114, allowing WJC to continue its mission while maintaining the historic Maxwell House as a valuable asset to the Pasadena community. In the alternative, WJC would request the City Council approve the CUP for a period (through 2029) before revisiting a long-term approval.

Thank you for your consideration.

Respectfully,



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

# SheppardMullin

March 3, 2025  
Page 5

SMRH:4908-7413-1229.4

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**Exhibit A**

- Statement Letter Dated February 10, 2025.
- Response Letter Dated October 9, 2024 to Appellants Opposition Letter Dated August 21, 2024
- Response Letter Dated August 21, 2024 to Appellant Opposition Letter Dated June 13, 2024
- Response Letter Dated August 21, 2024 to Appellants Opposition Letter Dated June 17, 2024
- Response Letter Dated June 4, 2024 to Resident Opposition Letter Dated April 2, 2024

(Attached)





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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,

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

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October 9, 2024

File Number: 0009-362964

**VIA ELECTRONIC MAIL ONLY**

Joseph Weaver, Planner  
City of Pasadena  
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Re: Response to Appellants Opposition Letter Dated August 21, 2024  
Western Justice Center Conditional Use Permit Application #7114

Dear Mr. Weaver:

On behalf of the respondent, Western Justice Center ("WJC"), we are submitting this letter in response to the opposition letter dated August 21, 2024 ("Appellant's Opposition") submitted on behalf of Anita Yagjian and a group of neighboring residents referred to as the South Grand Concerned Residents, which include Carl J. West, Michael A. Davis, and Anita Yagjian ("Appellants") for Conditional Use Permit Application #7114 ("CUP 7114").

I. Response to Appellants' Letter Section I – The Parties.

WJC's prior responses to Appellants' prior letters of opposition addressing Appellants' arguments are attached as Exhibit A.

Appellants reference to WJC's tax forms is misleading and is wholly irrelevant to approval of the conditional use permit. The \$700,000 mentioned in Appellants' letter reflects the total revenue generated by the WJC campus, which includes rental income from 18 other nonprofits on the WJC campus, short-term rentals of The Maxwell House for nonprofits and other community events, and from wedding rentals. Additionally, 2022 was an aberration due to increased post-pandemic demand for event space and, as such, is not an appropriate base consideration for future years.

Appellants' assertion that WJC does not need the funds from the short-term rental of The Maxwell House to meet their obligations under the Lease is similarly inaccurate and irrelevant. (See Lease Agreement No. 13,753 dated April 4, 1989, by and between the Pasadena Surplus Property Authority and WJC ("Lease").



The Lease covers four historic buildings, The Maxwell House (55 South Grand Avenue) plus the former Vista del Arroyo Hotel Bungalows at 65, 75 and 85 South Grand Avenue (the "Campus"). The Lease requires WJC to cover the costs for repairing, maintaining, renovating, and restoring the Campus, and limits long-term residency on the Campus to nonprofits.

WJC takes seriously its obligations to create and maintain a vibrant nonprofit community in the heart of Old Town Pasadena. Today, the Campus serves as headquarters for WJC and 17 other nonprofits that serve the Pasadena community. WJC offers below market rate rent for these nonprofits and provides them with access to The Maxwell House for board meetings, fundraisers, programs and other events – a combined value that is difficult, if not impossible, to replicate.

The annual rental income from those nonprofits does not meet the cost of maintaining the Campus. In fact, Campus costs routinely exceed that rental income by a significant margin. Short-term rental income from the use of The Maxwell House for weddings fills that gap.

In summary, the wedding rentals allow WJC to provide an ongoing service to the Pasadena community on multiple levels, including by:

- (a) Providing a home to local nonprofits that, in all likelihood, would otherwise be priced out of the community;
- (b) Preserving the historic nature of the Campus with sufficient funds to meet its ongoing, emergency and newly developing needs (including those related to climate change);
- (c) Ensuring that funds earmarked for WJC's work with local schools do not have to be diverted to fill the gap in funds needed for preservation of the Campus; and
- (d) Maintaining its part in the balanced composition of the neighborhood.

For all of the above reasons, the City's decision to grant CUP 7114 should be upheld.

## II. Response to Appellants Letter Section II – The Real Issue.

Appellants' explanation that there are other conditional use permits, for other uses and improvements for the Premises, is irrelevant to approval of this requested CUP.

The WJC Campus is located in the PS district, which is intended to provide a specific base zoning district for large public or semi-public land uses that may not be appropriate in other base zoning districts. Pasadena Municipal Code (PMC) Section 17.26.020. The uses allowed in the PS-1 district (Special Purpose Zoning District) with a CUP include the use for conference centers, recreation facilities, and other entertainment. PMC 17.26.030. The short-term rental of The Maxwell House is not prohibited in this zone with a CUP. Nothing in the Pasadena Municipal Code ("PMC") prevents any property owner or designated representative from applying for multiple entitlements on a single property. In fact, the PMC specifically provides for this occurrence understanding that larger properties and campuses typically require inter-related entitlements to achieve their myriad goals.

This CUP 7114 enables WJC to meet its obligations under the Lease. Appellants' Letter incorrectly states that the use permitted under CUP 7114 is not supported by the Lease or the Zoning Code. The use of The Maxwell House for short-term rentals is authorized under the Lease under certain conditions. The Lease states that the specified restricted use of the Premises applies during "ordinary business hours" and nothing in the Lease "precludes [WJC] from using the Premises for community meetings and other purposes during non-business hours." The City has reviewed and concluded that the terms of the Lease allow The Maxwell House to be available for short-term rental for weddings and other similar events, outside of WJC's regular operating hours. Indeed, the intent of these provisions was to ensure that long-term leases at the campus were for non-profit tenants.

The extrapolation by the appellants to further restrict WJC's ability to maintain and repair the campus, without sacrificing funding for their own core mission, is illogical and detrimental to the community.

### III. Response to Appellants Letter Section III – The Lease.

As discussed and demonstrated in the CUP application, the short-term rental of The Maxwell House is an ancillary activity allowing WJC to generate funds to cover the costs to meet its obligations under the Lease.

In a good faith effort to ensure that the short-term rental of The Maxwell House does not disturb the neighbors, WJC has reached out, met with, and made significant changes to its operations since October 2023. These operational changes primarily came from WJC's meetings with neighbors, including the Appellants. WJC has also been in direct contact with the Appellants and has offered numerous times to meet and go through mediation to resolve their concerns.

The reduction in the schedule of events, the changes in the operational procedures, and the conditions intentionally added by WJC into the CUP are reflective of WJC's discussions with the Appellants and other neighboring residents.

WJC's primary use of the WJC Campus is consistent with the terms of the Lease. It has been confirmed with the City that the provisions in the Lease restricting the activities are for uses and activities during regular office hours. In addition, WJC is not offering the short-term rental of The Maxwell House to make a profit, but rather to generate funds to meet its obligations to the City under the Lease which includes maintaining, repairing, and rehabilitating the WJC Campus.

Further, the short-term rental of The Maxwell House does not require additional environmental review and is categorically exempt under the California Environmental Quality Act ("CEQA"). Operations at The Maxwell House have been the same since WJC has occupied the space. Since 2010, WJC has continuously held private weddings at The Maxwell House outside of works hours and on weekends. CEQA requires analysis to be conducted comparing the proposed project to the use of the project site as it exists at the time the application was submitted to the local jurisdiction. The site conditions and operations of the use are typically the environmental baseline utilized to assess environmental impacts of a project. In the case of WJC, not only were weddings already occurring at The Maxwell House for the previous 14 years, but the proposed weddings and similar events under the CUP represent a substantial annual reduction, reduces the maximum



allowable number of wedding attendees, and institutes further operational modifications that are detailed in the project description and conditions of approval. Further, none of the exceptions to the Class 1 exemption apply. The proposed use does not impact an area of special significance, is not part of successive projects that will result in a cumulative impact, does not result in damage to scenic resources, does not involve a hazardous waste site, and does not cause a substantial adverse change in the significance of a historical resource. Therefore, the Class 1 categorical exemption is applicable to the Project.

In summary, the language in the Lease was drafted to allow WJC to use the WJC Campus, outside of regular business hours, in a way that allows WJC to generate funds to meet its obligations under the Lease.

#### IV. Response to Appellants Letter Section IV – The Zoning Code.

As previously noted, the Zoning Code allows for the short-term rental of The Maxwell House, so long as this use remains secondary to WJC's primary use. Here, the short-term rental of The Maxwell House is restricted to off-hours and weekends and in no way impacts WJC's daily operations. Restricting such rental uses in the way suggested by the Appellants would have unintended, and candidly, nonsensical, implications across the entirety of the City.

The City has not previously interpreted the PMC in the way suggested by Appellants and should not apply it in a different way just for their request.

#### V. Response to Appellants Letter Section V – The Findings, CEQA & the Noise Ordinance.

As discussed above, the short-term rental of The Maxwell House is categorically exempt from CEQA as these operations and use of The Maxwell House has been occurring since approximately 2010. No expansion of use or the facility is being proposed over existing conditions. In fact, through discussions with the neighbors and Appellants, the short-term wedding rentals are being substantially reduced over previous years.

Further, like any other City regulation, WJC will comply with the City's new Noise Ordinance once it is implemented. There is no reason for the CUP to be on hold for a Noise Ordinance that, once approved, will be applicable to the entirety of the City. WJC would be legally obligated to comply at that time.

Additionally, WJC has implemented operational procedures to limit the amount of noise that comes from The Maxwell House during the weddings. This includes (i) a requirement for all weddings to use WJC's preferred DJ, since they are aware of WJC's policies, (ii) a decibel meter remains in view during the events to ensure the noise does not exceed the City's Noise Ordinance, and (iii) a door monitor is posted at the doors to ensure the doors remain closed during the events, with the exception of guests entering and exiting to use the restrooms. These, and a plethora of other requirements, have already been accepted by WJC and are reflected in the Project's conditions of approval.



Finally, WJC has made it its top priority to be accessible and responsive to all neighbors during the weddings in the event that there is any concern. WJC is committed to continuing to work with and maintain an open dialogue with all neighbors to further refine the operations of these events to eliminate any concerns to the extent feasible. WJC understand that this is an ongoing commitment to the neighbors and community at-large, and that such use requires individualized and prompt responses for each and every event.

Respectfully,



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

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**Exhibit A**

- Response Letter Dated August 21, 2024 to Appellant Opposition Letter Dated June 13, 2024
- Response Letter Dated August 21, 2024 to Appellants Opposition Letter Dated June 17, 2024
- Response Letter Dated June 4, 2024 to Resident Opposition Letter Dated April 2, 2024

(Attached)

August 21, 2024

File Number: 0009-362964

**VIA ELECTRONIC MAIL ONLY**

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Re: Response to Appellant Opposition Letter Dated June 13, 2024  
Western Justice Center Conditional Use Permit Application #7114

Dear Mr. Weaver:

On behalf of the respondent, Western Justice Center ("WJC"), we are submitting this letter in response to the Request for Appeal dated June 13, 2024 ("Appellant's Opposition") submitted by Anita Yagjian ("Appellant") for Conditional Use Permit Application #7114 ("CUP").

Response to Appellant's Letter Section 1 – Documentation.

The alleged legal issues discussed in the letter dated April 2, 2024, by attorney Mitchell M. Tsai have been resolved.

i. The use of The Maxwell House for short-term rentals is authorized under the lease. The Lease Agreement No. 13,753 dated April 4, 1989, by and between the Pasadena Surplus Property Authority and WJC ("Lease") states that the specified restricted use of the property applies during "ordinary business hours" and nothing in the Lease "precludes [WJC] from using the Premises for community meetings and other purposes during non-business hours." The City has reviewed the Lease and concluded that its terms permit WJC to make The Maxwell House available for short-term rental for weddings and other similar events, outside of WJC's regular operating hours.

ii. The proposed short-term rental of The Maxwell House does not conflict with WJC's mission and purpose. First, as noted above, the wedding rentals occur outside of regular business hours and are specifically prohibited by the City from overlapping with WJC's primary operations. Second, WJC has sole financial responsibility for maintaining and operating the campus, which includes four historic buildings. The short-term rental of The Maxwell House allows WJC to accomplish its campus maintenance and maintain its fundraising efforts without having to extract



funds from core programs to offset these costs. Thus, the continued wedding rentals does not conflict with WJC's core work and mission.

iii. The proposed Wedding Event Schedule is a result of numerous meetings and discussions with the neighboring residents. WJC has made concerted and best efforts to be considerate and mindful of any inconvenience its operations may have on its neighbors. WJC's ongoing discussions with the neighbors have led to the specific number of events and conditions of approval that were included in the Hearing Officer's decision. This includes an overall reduction in events to 28 weddings per year over a maximum of 14 weekends. It remains unclear to WJC why these reductions are no longer acceptable.

iv. The short-term rental of The Maxwell House does not constitute a "nuisance," as defined in Pasadena Municipal Code Section 14.12.030.CC, in violation of the City's Municipal Code. However, in light of the neighbor's concerns, WJC has agreed to and already implemented further operational conditions of approval that further reduce the noise and parking concerns.

v. Respondent has provided sufficient evidence to support the Findings in WJC's CUP Application. This section provides a summary of the project Findings in response to Appellant's letter.

Finding No. 1 - The proposed use is allowed with a Conditional Use Permit (Major and Minor) within the applicable zoning district and complies with all applicable provisions of this Zoning Code (see Section 17.10 of the City's Zoning Code and the zoning district purposes at the introduction to each zoning district regulation). The WJC Campus is located in the PS district which is intended to provide a specific base zoning district for large public or semi-public land uses that may not be appropriate in other base zoning districts. (Pasadena Municipal Code (PMC) Section 17.26.020). The uses allowed in the PS-1 district (Special Purpose Zoning District) with a CUP include the use for conference centers, recreation facilities, and other entertainment. (PMC 17.26.030).

Finding No. 2 - The location of the proposed use complies with the special purposes of this Zoning Code and the purposes of the applicable zoning district. The proposed short-term rental of The Maxwell House is for much smaller events than what is allowed in the PS-1 district with a CUP.

Finding No. 3 - The proposed use is in conformance with the goals, policies, and objectives of the General Plan and the purpose and intent of any applicable specific plan. WJC has listed each of the City's goals that are supported by the proposed short-term rental of The Maxwell House. This includes historic preservation since the WJC Campus is made up of several historic buildings. The funds from the short-term rentals are applied directly to the maintenance and repair of the historic buildings. While these funds typically do not cover the entirety of the maintenance and upkeep costs, they are crucial to offset these costs and maintain program funding at current levels. For the City's goal of supporting visitors and tourism to the City, the weddings offer out of town visitors an opportunity to visit, dine, and enjoy the City's offerings and amenities, including restaurants, retailers, and hotels. The weddings also support several local business and vendors including, florists, caterers, party suppliers, musicians, makeup artists, etc.

Finding No. 4 - The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use. WJC employs onsite security personnel for all of the events that include the service of alcohol, to ensure that the events go smoothly and without disturbance to the neighboring residents. In addition, WJC now restricts the serving of alcohol to inside The Maxwell House building and WJC has a long-standing prohibition on shots of alcohol being served at any event. These operational restrictions, while already in place, are further document in the required project conditions of approval.

Finding No. 5 - The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City. WJC has taken exemplary measures to proactively ensure that the events are not detrimental or injurious to property and improvements in the neighborhood. These measures are reflected in the conditions to the CUP.

Finding No. 6 - The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetic values, character, scale, and view protection. The short-term rental of The Maxwell House allows WJC to maintain the historic campus while providing a space for local residents and out of town visitors to enjoy and celebrate, while supporting the economic growth and local businesses of the City.

vi. The short-term rental of The Maxwell House does not require additional environmental review and is categorically exempt from CEQA. Operations at The Maxwell have been the same since WJC has occupied the space. Within that time, WJC has continuously held private weddings at the Maxwell House during the afterhours and weekends since approximately 2010. CEQA requires analysis to be conducted comparing the proposed project to the use of the project site as it exists at the time the application was submitted to the local jurisdiction. The site conditions and operations of the use are typically the environmental baseline utilized to assess environmental impacts of a project. In the case of WJC, not only were weddings already occurring at The Maxwell House for the previous 15 years, but the proposed weddings and similar events under the CUP represent a substantial annual reduction, reduces the maximum allowable number of wedding attendees, and institutes further operational modifications that are detailed in the project description. None of the exceptions to the Class 1 exemption apply. The proposed use does not impact an area of special significance, is not part of successive projects that will result in a cumulative impact, does not result in damage to scenic resources, does not involve a hazardous waste site, and does not cause a substantial adverse change in the significance of a historical resource. Therefore, the Class 1 categorical exemption for existing facilities is applicable to the Project.

vii. WJC has not requested, and the Project does not require, a zone change. The WJC Campus is located in the PS district, which is intended to provide a specific base zoning district for large public or semi-public land uses that may not be appropriate in other base zoning districts. (PMC Section 17.26.020). The uses allowed in the PS-1 district (Special Purpose Zoning District) with a CUP include the use for conference centers, recreation facilities, and other entertainment. PMC 17.26.030. The short-term rental of The Maxwell House is permitted in the existing zone with a CUP.



Response to Appellant's Letter Section 2 – Specific Findings 4 and 5.

*a and c: Significant Impact on Neighbors and Loss of Use and Quiet Enjoyment* – Appellant states that the “entire east wall shares a common wall with the WJC” and that “[a]ny noise, even a conversation at normal noise levels, and any activity in the WJC patio prevents me from using my outdoor space and patio.” However, the noise levels described by the appellant does not equate to an action that is detrimental to the health, safety, and general welfare of the community. WJC has implemented proactive measures to minimize noise from the events, particularly related to the outdoor patio area. Specifically, the patio is restricted to only the wedding ceremonies and only allows for acoustic music and some amplified sound for the reading of vows. Further, it should be noted that WJC’s typical operations make consistent use of the courtyard for their tenants and employees. Use of these outdoor areas for conversations, lunch, and similar uses is not subject to this CUP application and is a typical part of any property owner or tenant’s use of their property.

The Appellant’s Letter also argues that the operations would be detrimental to health, safety, and the general welfare of persons residing in the neighborhood. Even though the events at The Maxwell House have never been found by to have violated the City’s Noise Ordinance, WJC has voluntarily implemented further operational modifications to ensure that noise is any event noise as limited as reasonably feasible. Further, the Appellant’s Letter cites to a noise study that purports to show that operation of events at WJC violate the City’s Noise Restriction Ordinance. However, the cited study has multiple incorrect assumptions that ultimately leads it to make patently incorrect conclusions regarding wedding event operations.

For example, the majority of the wedding activities occur inside The Maxwell House building. The only activities occurring outside are photographs and the wedding ceremony. During the reception, a decibel meter is kept in view of the DJ(s) to ensure that the music remains at a modest volume. The DJ area and dance floor have been moved to another area of The Maxwell House building that is farther away from the rear of the property as discussed in meetings with the Appellants. Additionally, WJC now posts a representative at the doors of The Maxwell House during events, to act as a door monitor to limit any noise leaving the building to the outdoor areas.

One exception to the above is the use of the restrooms, which are located across the patio, towards the rear of the property and adjacent to the neighboring residences of the Residents. WJC has made best efforts to implement measures to reduce noise during events, including having a door monitor and posting signs. However, the only multi-stall restrooms located on the property require guests to walk outside to use the restrooms. Therefore, a level of reasonableness and tolerance for the minor noise resulting from this should be maintained.

*b and d: Loss of Rental Income and Significant Reduction in Rental and Sales Value* – In terms of the Appellant’s statements regarding loss of rental income and reduction in rental and sales values, the short-term rental of The Maxwell House has been occurring for over a decade without any violations or enforcement actions taken by the City. Nonetheless, WJC has agreed to a variety of operational conditions of approval that will further alleviate these concerns and is committed to engaging with all neighbors to reasonably address any concerns.



*e.: Good Faith and Fair Dealing* – WJC has acted in good faith and with fair dealing in addressing the concerns of the neighbors. Prior to submitting the CUP application last year, WJC made efforts to contact the neighboring residents. WJC has hosted multiple meetings with the neighboring residents to hear any concerns. To date, the approved wedding schedule and operational restrictions have been acceptable to all surrounding HOA representatives, except for the Appellants. Since October 2023, WJC has been in direct communication with the Appellants. As a result of these discussions and efforts, WJC has significantly reduced the proposed wedding schedule and implemented a variety of other schedule and operational restrictions. Additionally, Prior to the June 5, 2024, hearing, WJC and Appellant were working towards a resolution that addressed the neighbors' and WJC's concerns and interests. WJC has repeatedly offered to meet with the neighbors to resolve any remaining concerns, but have not received a response.

*f.: Compliance with the Law* – Although not previously aware, since being informed by the City, WJC has made prompt and best efforts to comply with the City's requirements in obtaining a CUP for the short-term rental of The Maxwell House. WJC was prepared to go to hearing to resolve the CUP requirement since October 2023, but has delayed this occurrence at the request of the Appellants in an effort to fully resolve the outstanding issues.

*g.: Safety Issues* – WJC has implemented the City's requirements to address all safety concerns. The referenced incidents of the fire alarm sounding have been addressed and did not represent a safety issue. Further WJC has a planned emergency plan that is implemented both during events and during daily business operations.

### Response to Appellant's Letter Section 3 – CUP Conditions.

*a.: Neighbors Notification* – WJC has proactively informed the neighbors of scheduled weddings. As a condition of the CUP, WJC is also required to provide the neighbors with an annual schedule of the weddings. Condition 24 states "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."

*b.: Enforcement Mechanisms* – Appellant's claim that WJC has been unresponsive or slow in addressing Appellant's communications is inaccurate. WJC has consistently provided timely responses to all of Appellant's reasonable inquiries and implemented remedies in a reasonable and good faith effort to address any concerns.

Throughout this year's weddings, the Appellant has repeatedly lodged complaints with WJC staff and confronted multiple wedding guests. To address concerns, WJC has made best efforts to ensure that all noise from the weddings is limited. WJC has also employed a door monitor to ensure that doors remain closed during the weddings after guests enter and exit The Maxwell House for restroom use.

*c.: Conflict of Interest* – As for the conflict of interest issues, all parties, including the City, WJC, and WJC's Events Manager, are committed to conducting the short-term rental of The

Maxwell House in a way that accommodates and is considerate of everyone’s interests, including all neighbors and community members.

*d.: Phase Out* – WJC has already significantly reduced the number of weddings and has no intention of completely discontinuing the short-term rental of The Maxwell House for weddings and other similar celebrations. Other neighboring residents have expressed support for the short-term rental of The Maxwell House, under the conditions in the CUP, as reflected in the testimonies from the hearing on June 5, 2024.

Response to Appellant’s Letter Section 4 – Specific Finding 3 is Supported by Facts.

*a.: Local Vendors* – The Appellant’s Letter states the applicable findings for a conditional use permit as described in Pasadena Municipal Code Section 17.61.050(H). The Residents state that the Specific Finding #3 is not supported by facts. Appellant specifically cite to the vendor list submitted with the CUP application and state that because the list contains vendors that are also located outside of Pasadena. Setting aside that the consistency finding does not require exclusivity of Pasadena owned and operated businesses, the Residents admit that the vendor list does support Pasadena owned and operated businesses. Given the array of wedding needs that are dependent on the specific needs each couple being married, WJC has attempted to provide a diverse offering of vendors that will service the Pasadena area. The CUP does not require WJC to exclusively use Pasadena owned and operated businesses. Even so, WJC strongly supports and seeks the use of Pasadena owned and operated vendors. Below is a list of vendors based in Pasadena who have provided services for events at The Maxwell House throughout 2024. Therefore, the use local Pasadena vendors does, in fact, support the finding.

| <b>Vendor</b>                       | <b>Service</b> |
|-------------------------------------|----------------|
| The Flower Man                      | Florist        |
| Jardin Del Eden                     | Florist        |
| Elegant Music                       | Music          |
| Cynthia Brooks Distinctive Catering | Catering       |
| Huntington Catering                 | Catering       |
| Stonefire Grill                     | Catering       |
| Timeless Celebrations               | Coordination   |
| Dee Lee Designs                     | Coordination   |
| Ink & Rose Events                   | Coordination   |
| Town and Country                    | Rentals        |
| Takes the Cake                      | Baker          |
| FinaLee Bake Shop                   | Baker          |
| Monica Lina Photography             | Photography    |
| Lulan Studios                       | Photography    |

*b.: Funding for WJC Campus* – The Appellant claims that WJC has not provided evidence regarding the costs required to maintain the WJC Campus. However, WJC has informed the neighbors about the substantial expenses involved in maintaining the historical campus and how the revenue from the weddings helps to cover these costs. The repair and maintenance alone

August 21, 2024  
Page 7

amounts ranges from approximately \$430,000 - \$730,000 per year. As noted above, funds from the wedding rentals are integral to allowing WJC programs to maintain their current funding levels.

Respectfully,



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

SMRH:4889-6111-5096.3

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August 21, 2024

File Number: 0009-362964

**VIA ELECTRONIC MAIL ONLY**

Joseph Weaver, Planner  
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Re: Response to Appellants Opposition Letter Dated June 17, 2024  
Western Justice Center Conditional Use Permit Application #7114

Dear Mr. Weaver:

On behalf of the respondent, Western Justice Center (“WJC”), we are submitting this letter in response to the Request for Appeal dated June 17, 2024 (“Appellant’s Opposition”) submitted by a group of neighboring residents referred to as the South Grand Concerned Residents, which include Carl J. West, Michael A. Davis, and Anita Yagjian (“Appellants”) for Conditional Use Permit Application #7114 (“CUP”).

WJC’s prior response to Appellants’ initial letter of opposition, for which many of the same arguments are repeated therein, is attached as Exhibit A.

Response to Appellants’ Letter Section I – Procedural Posture.

Although not previously aware, since being informed by the City, WJC has made prompt and best efforts to comply with the City’s requirements in obtaining a CUP for the short-term rental of The Maxwell House. WJC was prepared to go to hearing to resolve the CUP requirement since October 2023, but has delayed this occurrence at the request of the Appellants in an effort to fully resolve the outstanding issues. Since October 2023, WJC has been in direct contact with the Appellants and has offered numerous times to meet and go through mediation to resolve their concerns. The reduction in the schedule of events, the changes in the operational procedures, and the conditions for the CUP are reflective of WJC’s discussions with the Appellants and other neighboring residents.

WJC has worked to timely inform the Appellants of the wedding schedule for this year. As the June 5, 2024, hearing approached, WJC and Appellants were in ongoing discussion to address all outstanding concerns. As a result of these discussions and efforts, WJC has significantly reduced the proposed wedding schedule and implemented a variety of other schedule and

operational restrictions. Additionally, Prior to the June 5, 2024, hearing, WJC and Appellant were working towards a resolution that addressed the neighbors' and WJC's concerns and interests. WJC has repeatedly offered to meet with the neighbors to resolve any remaining concerns, but have not received a response.

## Response to Appellants' Letter Section II.A – Plan of Public Use and Other Non-Profit Law Related Functions

The WJC campus ("Premises"), which includes The Maxwell House and three other historic buildings, is the headquarters for WJC and 18 other nonprofits. WJC's mission and core work is focused on advancing dispute resolution and conflict resolution education in local schools.

The short-term rental of The Maxwell House does not deter or distract WJC from its core work and mission. WJC has sole financial responsibility for maintaining and operating the campus, which includes four historic buildings. The short-term rental of The Maxwell House allows WJC to accomplish its campus maintenance and maintain its fundraising efforts towards WJC's mission.

The use of The Maxwell House for short-term rentals is authorized under the lease. The Lease Agreement No. 13,753 dated April 4, 1989, by and between the Pasadena Surplus Property Authority and WJC ("Lease") states that the specified restricted use of the Premises applies during "ordinary business hours" and nothing in the Lease "precludes [WJC] from using the Premises for community meetings and other purposes during non-business hours." The City has reviewed and concluded that the terms of the Lease allows The Maxwell House to be available for short-term rental for weddings and other similar events, outside of WJC's regular operating hours.

## Response to Appellants' Letter Section II.B – Non-Profit 501(c)(3) Operation

WJC has conducted an updated unrelated business income tax analysis to confirm that the short-term rental of The Maxwell House for weddings and similar events does not impact WJC's status as a 501(c)(3) nonprofit. The short-term rental of The Maxwell House merely supports the high cost of maintenance of the historic campus allowing WJC's other fundraising efforts to support WJC's core mission. Therefore, the weddings and similar events have no impact to WJC's nonprofit status.

## Response to Appellants' Letter Section III – Class 1 "Existing Facilities" Exemption.

The short-term rental of The Maxwell House does not require additional environmental review and is categorically exempt from CEQA. Operations at The Maxwell have been the same since WJC has occupied the space. Within that time, WJC has continuously held private weddings at the Maxwell House during the afterhours and weekends since approximately 2010. CEQA requires analysis to be conducted comparing the proposed project to the use of the project site as it exists at the time the application was submitted to the local jurisdiction. The site conditions and operations of the use are typically the environmental baseline utilized to assess environmental impacts of a project. In the case of WJC, not only were weddings already occurring at The Maxwell House for the previous 15 years, but the proposed weddings and similar events under the CUP represent a substantial annual reduction, reduces the maximum allowable number



of wedding attendees, and institutes further operational modifications that are detailed in the project description. None of the exceptions to the Class 1 exemption apply. The proposed use does not impact an area of special significance, is not part of successive projects that will result in a cumulative impact, does not result in damage to scenic resources, does not involve a hazardous waste site, and does not cause a substantial adverse change in the significance of a historical resource. Therefore, the Class 1 categorical exemption for existing facilities is applicable to the Project.

#### Response to Appellants' Letter Section IV – Use Does Not Constitute a Nuisance.

The short-term rental of The Maxwell House does not constitute a “nuisance,” as defined in Pasadena Municipal Code Section 14.12.030.CC, in violation of the City’s Municipal Code. However, in light of the neighbor’s concerns, WJC has agreed to and already implemented further operational conditions of approval that further reduce the noise and parking concerns.

#### Response to Appellants' Letter Section V – Existing Use of The Maxwell House.

Appellants' Letter states that the PS-1 zone prohibits the short-term rental of The Maxwell House. The WJC Campus is located in the PS district, which is intended to provide a specific base zoning district for large public or semi-public land uses that may not be appropriate in other base zoning districts. Pasadena Municipal Code (PMC) Section 17.26.020. The uses allowed in the PS-1 district (Special Purpose Zoning District) with a CUP include the use for conference centers, recreation facilities, and other entertainment. PMC 17.26.030. The short-term rental of The Maxwell House is not prohibited in this zone with a CUP.

#### Response to Appellants' Letter Section [VI] – Project Impacts.

WJC has made concerted and best efforts to be considerate and mindful of any inconvenience its operations may have on its neighbors. Weddings have been hosted at The Maxwell House for over a decade without any formal written complaints or notices to the City. Following CUP application submittal and numerous discussions and feedback from the neighbors, WJC has agreed to significantly reduce their number of annual weddings to 28 weddings per year. This reduction demonstrates WJC’s responsiveness to the concerns of the community.

Further, WJC has continuously engaged with the neighboring homeowner associations to address any concerns and complaints. In response to these discussions, WJC has implemented numerous restrictions and modifications to their event operations, addressing concerns such as noise, parking, and trash management. These operational conditions have all been included in the approved conditions of approval for the CUP, and in most cases, WJC has already implemented them.

While WJC understand the concerns of the Appellants, the complaints referenced, were addressed in a reasonable and timely fashion. Throughout this year’s weddings, one of the Appellants has repeatedly lodged complaints with WJC staff and confronted multiple wedding guests. To address concerns, WJC has made best efforts to ensure that all noise from the weddings is limited. WJC has also employed a door monitor to ensure that doors remain closed during the weddings after guests enter and exit The Maxwell House for restroom use.



Further, it should be noted that WJC's typical operations make consistent use of the courtyard for their tenants and employees. Use of these outdoor areas for conversations, lunch, and similar uses is not subject to this CUP application and is a typical part of any property owner or tenant's use of their property. Appellants' request to prohibit all noise within these areas during the limited number of wedding event under the CUP is unreasonable.

WJC has made it its top priority to be accessible and responsive to all neighbors during the weddings in the event that there is an issue. WJC is committed to continuing to work with and maintain an open dialogue with all neighbors to continue to refine the operations of these events to eliminate any concerns to the extent feasible.

Respectfully,



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

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June 5, 2024

**VIA ELECTRONIC MAIL ONLY**

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Re: Response to Resident Opposition Letter Dated April 2, 2024  
Western Justice Center Conditional Use Permit Application #7114

Dear Mr. Weaver:

On behalf of the applicant, Western Justice Center ("WJC"), we are submitting this letter in response to the Resident Opposition to the Maxwell House Conditional Use Permit Application letter dated April 2, 2024 ("Residents' Letter") for the Conditional Use Permit Application #7114 ("CUP"). This letter was submitted by a group of neighboring residents referred to as the South Grand Concerned Residents ("Residents"). We note that the Opposition Letter also restated a February 1, 2024, letter filed by the Residents, which is also addressed below.

Response to Residents' Letter Section I.1.

The WJC campus ("Premises"), which includes The Maxwell House and three other historic buildings, is the headquarters for WJC and 18 other nonprofits. WJC's mission and core work is focused on advancing dispute resolution and conflict resolution education in local schools.

The short-term rental of The Maxwell House does not deter or distract WJC from its core work and mission. WJC has sole financial responsibility for maintaining and operating the campus, which includes four historic buildings. The short-term rental of The Maxwell House allows WJC to accomplish its campus maintenance and maintain its fundraising efforts towards WJC's mission.

The use of The Maxwell House for short-term rentals is authorized under the lease. The Lease Agreement No. 13,753 dated April 4, 1989, by and between the Pasadena Surplus Property Authority and WJC ("Lease") states that the specified restricted use of the Premises applies during "ordinary business hours" and nothing in the Lease "precludes [WJC] from using the Premises for community meetings and other purposes during non-business hours." The City has reviewed and

concluded that the terms of the Lease allows The Maxwell House to be available for short-term rental for weddings and other similar events, outside of WJC's regular operating hours.

## Response to Residents' Letter Section I.2.

WJC has conducted an updated unrelated business income tax analysis to confirm that the short-term rental of The Maxwell House for weddings and similar events does not impact WJC's status as a 501(c)(3) nonprofit. The short-term rental of The Maxwell House merely supports the high cost of maintenance of the historic campus allowing WJC's other fundraising efforts to support WJC's core mission. Therefore, the weddings and similar events have no impact to WJC's nonprofit status.

## Response to Residents' Letter Section I.3.

WJC has made concerted and best efforts to be considerate and mindful of any inconvenience its operations may have on its neighbors. Weddings have been hosted at The Maxwell House for over a decade without any formal written complaints or notices to cease and desist from the neighbors. Following CUP application submittal and numerous discussions and feedback from the neighbors, WJC has agreed to significantly reduce their number of annual weddings to 28 weddings per year. This reduction demonstrates WJC's responsiveness to the concerns of the community.

Furthermore, WJC has taken tremendous efforts to engage with the neighboring homeowner associations to address any concerns and complaints. In response to these discussions, WJC has implemented numerous measures and modifications to their event operations, addressing concerns such as noise, parking, and trash management.

## Response to Residents' Letter Section I.4.

The majority of the wedding activities occur inside The Maxwell House building. During weddings and similar events, a decibel meter is kept in view of the DJ(s) to ensure that the music remains at a modest volume. Additionally, WJC now posts a representative at the doors of The Maxwell House during events, to act as a door monitor to limit any noise leaving the building to the outdoor areas.

The restrooms for The Maxwell House are located outside, towards the rear of the Premises, adjacent to the neighboring residences of the Residents. Despite WJC's best efforts to implement measures to reduce noise during events, guests need to walk outside to use the restrooms. Therefore, a level of reasonableness and tolerance for the minor noise resulting from this should be maintained.

## Response to Residents' Letter Section I.5.

The Residents' Letter states the applicable findings for a conditional use permit as described in Pasadena Municipal Code Section 17.61.050(H). The Residents state that the CUP request fails to support the finding of project conformance with the General Plan. The Residents specifically cite to the vendor list submitted with the CUP application and state that because the list contains



vendors that are also located outside of Pasadena, that the General Plan consistency finding cannot be met. Setting aside that the consistency finding does not require exclusivity of Pasadena owned and operated businesses, the Residents admit that the vendor list does support Pasadena owned and operated businesses. Given the array of wedding needs that are dependent on the specific needs of each couple being married, WJC has attempted to provide a diverse offering of vendors that will service the Pasadena area. However, WJC strongly supports the use of Pasadena owned and operated vendors. Below is a list of vendors based in Pasadena who have provided services for events at The Maxwell House throughout 2024. Therefore, the use of local Pasadena vendors does, in fact, support the finding.

| <b>Vendor</b>                       | <b>Service</b> |
|-------------------------------------|----------------|
| The Flower Man                      | Florist        |
| Jardin Del Eden                     | Florist        |
| Elegant Music                       | Music          |
| Cynthia Brooks Distinctive Catering | Catering       |
| Huntington Catering                 | Catering       |
| Stonefire Grill                     | Catering       |
| Timeless Celebrations               | Coordination   |
| Dee Lee Designs                     | Coordination   |
| Ink & Rose Events                   | Coordination   |
| Town and Country                    | Rentals        |
| Takes the Cake                      | Baker          |
| FinaLee Bake Shop                   | Baker          |
| Monica Lina Photography             | Photography    |
| Lulan Studios                       | Photography    |

The first paragraph on page 10 of the Residents' Letter argues that WJC is not in compliance with the City's General Plan Noise Element. First, previous events at WJC have not been determined by the City to have ever violated the City's Noise Ordinance. Despite this, WJC has spent significant effort discussing noise concerns with the neighbors. These discussions have led to a variety of operational enhancements that are now implemented into every wedding and similar event governed by the CUP. The implementation of these operational characteristics has further reduced noise related to weddings, well beyond what is required by the City Noise Ordinance. Some of these operational characteristics are:

- Limiting the use of amplified music during the reception portion of a wedding to inside The Maxwell House only.
- Reducing use of the outdoor areas from 8 hours to approximately 2 hours and restricting that use to only wedding ceremonies and photography.
- Requiring only soft ceremonial music will be played and occasionally a microphone may be used for the exchange of vows on the Garden Patio.

- No amplified music is permitted in any of the outdoor areas, at any time, and no music of any kind is permitted in any of the outdoor areas after 7:00 pm.

The Residents' Letter also argues that the operations would be detrimental to health, safety, and the general welfare of persons residing in the neighborhood. As mentioned above, not only have events at WJC not previously violated the City's Noise Ordinance, but further operational modifications have been voluntarily implemented by WJC to ensure that noise is as limited as possible. Further, the Residents' Letter cites to a noise study that purports to show that operation of events at WJC violate the City's Noise Restriction Ordinance. However, the cited study has multiple incorrect assumptions and conclusions in both its qualitative and quantitative. Most notably, the ambient noise measurements were conducted by the residents and do not represent the typical daily ambient noise emanating from the surrounding residential property backyards. Additionally, the cited increases in sound do not comport with the expected times of the wedding ceremonies, which are the only portion of the weddings that takes place in WJC's outdoor area (except for some wedding photography).

#### Response to Opposition Letter Section II.

Section II.A of the Residents' Letter describes some background information and does not require a further response. Section II.B argues that the project cannot be exempt under the California Environmental Quality Act ("CEQA") Class 1 categorical exemption. Specifically, the Residents argue that the wedding events "vastly expands the use of the Maxwell House." However, this is inaccurate. Operations at The Maxwell have been the same since WJC has occupied the space. Within that time, WJC has continuously held private weddings at the Maxwell House during the afterhours and weekends since approximately 2010. CEQA requires analysis to be conducted comparing the proposed project to the use of the project site as it exists at the time the application was submitted to the local jurisdiction. The site conditions and operations of the use are typically the environmental baseline utilized to assess environmental impacts of a project. In the case of WJC, not only were weddings already occurring at The Maxwell House for the previous 15 years, but the proposed weddings and similar events under the CUP represents a substantial annual reduction, reduces the maximum number of wedding invitees, and institutes further operational modifications that are detailed in the project description. Therefore, the Class 1 categorical exemption for existing facilities is applicable to the project.

Further, the Residents' Letter states that a potential exception to the Class 1 exemption applies. The comment does not provide any substantive backing as to which CEQA exception would apply to the project or detail any evidence as to why the exception is applicable to the proposed use. The letter does make vague reference to alleged environmental impacts, notably relying on potential noise impacts. For the reasons stated above, the Residents provide evidence showing how the wedding events would exceed the City's Noise Ordinance. Therefore, no exception to the Class 1 exemption applies to the project and the project is categorically exempt from CEQA review.

Section II.C of the Residents' Letter further states that the City should prepare a Mitigated Negative Declaration for the project. For the various reasons stated above and in the project



application materials, the project is exempt from further CEQA analysis. Therefore, a Mitigated Negative Declaration is not required.

Response to Opposition Letter Section III.

Below is a summary of the operational modifications WJC has implemented.

|    | Opposition Letter Sec. III  | WJC CUP  |
|----|---|--|
| 1. | Limiting the use of amplified music during the reception portion of a wedding inside The Maxwell House only   | Addressed in CUP and is incorporated as an operational condition on all events moving forward.<br><br>Amplified music is only allowed inside The Maxwell House building.   |
| 2. | Reducing use of the outdoor areas from 8 hours to 2 hours and restricting that use to only wedding ceremonies and photography                             | Addressed in CUP and is incorporated as an operational condition on all events moving forward.<br><br>Most ceremonies on the outdoor patio are 2 hours. In no case will the ceremony and transition to the indoor space exceed 3 hours.    |
| 3. | Only soft ceremonial music will be played and occasionally a microphone may be used for the exchange of vows on the Garden Patio                          | Addressed in CUP and is incorporated as an operational condition on all events moving forward.<br><br>Only soft acoustic music will be played during the ceremony in the outdoor areas. A microphone may be used only during the ceremony. |
| 4. | No amplified music is permitted in any of the outdoor areas, at any time, and no music of any kind is permitted in any of the outdoor areas after 7:00 pm | Addressed in CUP and is incorporated as an operational condition on all events moving forward.<br><br>This is already an implemented policy.   |
| 5. | Use of the Small Patio and use of Oak Tree Area is limited to wedding photography   | Addressed in CUP and is incorporated as an operational condition on all events moving forward.<br><br>This is already an implemented policy.   |



|     |   |  |
|-----|---|--|
| 6.  | During the weddings, a WJC representative will serve as a door monitor to limit the noise from the building to the outdoor areas        | Addressed in CUP and is incorporated as an operational condition on all events moving forward.<br><br>This is already an implemented policy.<br><br>A level of reasonableness and tolerance for the minor noise resulting from guests going to the outdoor restrooms during events needs to be maintained. |
| 7.  | During the event, a decibel meter will be in view of the DJ(s) to ensure that the music remains at a modest decibel level               | Addressed in CUP and is incorporated as an operational condition on all events moving forward.<br><br>This is already an implemented policy.   |
| 8.  | All alcohol is required to be served inside The Maxwell House, and there is a prohibition on shots of alcohol being served at any event | Addressed in CUP and is incorporated as an operational condition on all events moving forward.<br><br>This is already an implemented policy.   |
| 9.  | All weddings must include wedding coordinators, DJs, and bartender services from a WJC preferred vendor list                            | Addressed in CUP and is incorporated as an operational condition on all events moving forward.<br><br>This is already an implemented policy.   |
| 10. | All such vendors must agree to comply and remain in compliance with WJC's event policies and procedures                                 | Addressed in CUP and is incorporated as an operational condition on all events moving forward.<br><br>This is already a requirement for all vendors.   |

Regarding the additional conditions requested, the total number of weddings will be limited to 28 per year, spread over 14 weekends, and limited to a maximum of two weekends in a month. As discussed above, the short-term rental of The Maxwell House is essential to support WJC's costs of maintaining the Premises. WJC is required to comply with the City's Noise Ordinance and a WJC representative will be available as a point of contact during events to handle any issues that may arise.

Respectfully,



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

SMRH:4894-3360-4291.3

cc: Beilin Yu (byu@cityofpasadena.net)

**Iraheta, Alba**

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**From:** DrewKC Coxly  
**Sent:** Monday, March 3, 2025 4:36 PM  
**To:** PublicComment-AutoResponse  
**Subject:** CONDITIONAL USE PERMIT #7114

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To whom it may concern:

Please allow the Maxwell House to obtain the permits required to serve as a wedding venue.

My fiance and I are professionals in our late 30s and spending our own money to get married this summer. Not only is the Maxwell House a beautiful historic building, but it is also priced reasonably such that hard-working people can get married here without starting off their matrimony in debt.

The Maxwell House has informed us that they have every intention to strictly enforce all city council rules imposed, including conditions placed upon music and photography. We will respect these rules and the surrounding community.

Although our wedding will be relatively small, we will have family and friends flying in from out of state, bringing business to Pasadena hotels, various means of transportation, salons, restaurants, and a number of establishments especially deserving of financial support in the wake of the catastrophic fires. We personally plan to spend at least \$20,000 on local catering, florists, photographers, planners, and other vendors.

Beyond the financial considerations, we would like to emphasize that the opportunity to support a nonprofit like the Western Justice Center through our wedding celebration would be particularly meaningful to us. Weddings can be days of great excess with a disproportionate focus on one big party. We would love to put our savings toward a better cause with the help of the Maxwell House.

Thank you for your consideration.

Best,  
Kathleen Cox and Drew Conly

03/03/2025

Item 5