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JAN 14 2016

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Sonjia Sheffield and Stephanie Keys  
and Tenants Together

IN THE SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES,  
WEST DISTRICT-UNLIMITED

THE APARTMENT ASSOCIATION OF  
LOS ANGELES COUNTY, INC. dba  
APARTMENT ASSOCIATION OF  
GREATER LOS ANGELES, A California  
Corporation; DAVID MCKELLAR, an  
individual; LEO and DAGMAR  
CASTIGLIONE, individuals; GUADALUPE  
RODRIGUEZ, an individual

Plaintiffs,

VS.

CITY OF SANTA MONICA, A Municipal Corporation,

Defendants.

Case No.: SC124308

NOTICE OF MOTION AND MOTION TO INTERVENE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEROF; [PROPOSED] COMPLAINT IN INTERVENTION ATTACHED; DECLARATIONS OF SONJIA SHEFFIELD, STEPHANIE KEYS, LEAH SIMON-WEISBERG, AND LUCAS OPPENHEIM FILED SEPARATELY.

Hearing Date: June 22, 2016

Time: 8:30 a.m.

Dep't: WE "O"

Judge: Honorable Lisa Hart Cole  
(Assigned for all purposes)

Res ID: 160112096409

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:


2 PLEASE TAKE NOTICE that on June 22, 2016, or as soon thereafter as this matter may be  
3 heard, in Department WE "O" of this Court, located at the Santa Monica Courthouse, 1725 Main  
4 Street, Santa Monica, CA 90404, Proposed Interveners Sonjia Sheffield and Stephanie Keys and  
5 Tenants Together, a California non-profit organization, will move for an order granting leave to  
6 intervene in this action which challenges the validity of Ordinance No. 2485CCS amending Santa  
7 Monica Municipal Code § 4.28.030. The new Ordinance adds discrimination based upon "source  
8 of income" to the classes of housing discrimination prohibited by the City of Santa Monica,  
9 including "any lawful source of income or rental assistance from any federal, State, local or non-  
10 profit-administered benefit or subsidy program including, but not limited to, the Section 8 Voucher  
11 program."

12 This Motion is made pursuant to Code of Civil Procedure § 387. Proposed Interveners have  
13 a direct and immediate interest in the subject of the litigation, and in obtaining a judgment in favor  
14 of Defendant City of Santa Monica upholding the validity of the Ordinance. Granting intervention  
15 to applicants will not enlarge the issues in this case; and the reasons for intervention outweigh any  
16 opposition by the parties presently in the action.

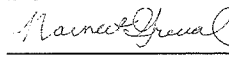
17 Proposed Interveners hereby move for leave of court to intervene in this action by  
18 submitting the proposed Complaint in Intervention attached to this Notice of Motion and Motion as  
19 Exhibit 1, and incorporated by reference herein. This Motion will be made based on this Notice of  
20 Motion and Motion, the attached proposed Complaint in Intervention, the Memorandum of Points  
21 and Authorities served and filed herewith, the declarations filed in support thereof, the papers and  
22 records on file herein, and on such oral and documentary evidence as may be presented at the  
23 hearing on the Motion.

24 Respectfully Submitted,

25 Dated: January 14, 2016  
26 LEGAL AID FOUNDATION OF  
27 LOS ANGELES

28   
By: Denise McGranahan

Dated: January 14, 2016  
WESTERN CENTER ON LAW AND  
POVERTY

  
By: Navneet K. Grewal

Attorneys for Proposed Intervener

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## MEMORANDUM OF POINTS AND AUTHORITIES

1 In the midst of a severe affordable housing crisis, may a city pass an ordinance prohibiting  
2 landlords within its jurisdiction from denying housing to tenants who pay a part of their rent using  
3 housing subsidies? The Apartment Association of Greater Los Angeles (“AAGLA”) filed this suit  
4 asserting that the City of Santa Monica cannot. AAGLA challenges the validity of Santa Monica  
5 Ordinance No. 2485CCS (“the Ordinance”), which prohibits landlords from denying a tenancy  
6 solely because of the renter’s source of income—including any federal, state, or local rental  
7 assistance.

8 Sonjia Sheffield and Stephanie Keys have a direct interest in upholding the Ordinance. Both  
9 repeatedly encountered landlords in Santa Monica who would not accept tenants using rental  
10 assistance before the Ordinance went into effect, and both are currently looking for an apartment in  
11 Santa Monica where they can use their housing subsidy. Tenants Together is a nonprofit  
12 organization dedicated to defending and advancing the rights of California tenants to safe, decent  
13 and affordable housing in resourced communities. As California’s only statewide renters’ rights  
14 organization, Tenants Together works to improve the lives of California’s tenants—including those  
15 using housing subsidies—through education, organizing and advocacy. Accordingly, Ms. Sheffield,  
16 Ms. Keys, and Tenants Together seek leave to intervene on behalf of City of Santa Monica to  
17 defend the Ordinance.

### **I. PROCEDURAL BACKGROUND**

#### **A. The City adopted the Ordinance as voucher holders increasingly lost the ability to use their subsidies in Santa Monica.**

19 In the second quarter of 2014, average rents in Los Angeles County were \$1,716, and the  
20 County’s rental market experienced its highest annual growth in four years. Declaration of Lucas  
21 Oppenheim (“Oppenheim Decl.”) ¶ 2 and Ex. A (2014 USC Casden Multifamily Forecast at 7).  
22 The most expensive rental neighborhood in Southern California was the Santa Monica/Marina Del  
23 Rey area, where rents averaged \$2,618 in that same quarter. *Id.*, Ex. A at 12, 14. The number of  
24 Santa Monica apartments affordable to low- and moderate-income households has fallen  
25 dramatically. In 1998, approximately 60 percent of the total housing supply in Santa Monica was  
26  
27  
28

1 affordable to low and moderate-income households; by 2014, the proportion of affordable housing  
2 had fallen to approximately one-third. Oppenheim Decl. ¶ 3 and Ex. B (Staff Report for Agenda  
3 Item 4-A for City Council Meeting August 25, 2015, Study Session Regarding Affordable Housing  
4 Financing at 3). As real estate values increase and market rents skyrocket in Santa Monica, tenants  
5 with low incomes experience increased difficulties locating housing within the City. Many of the  
6 low-income individuals who participate in housing voucher programs are particularly harmed by  
7 the affordability crisis: they experience disproportionate problems finding homes in Santa Monica.  
8 *Id.*, Ex. B at 3, 8.

9       The largest housing voucher program is the Housing Choice Voucher Program (commonly  
10 referred to as Section 8), created by Congress to “aid [] low-income families in obtaining a decent  
11 place to live” and to “promot[e] economically mixed housing.” 42 U.S.C. §1437f(a). The Section 8  
12 program is the nation’s largest rental assistance program, paying a substantial portion of the rent for  
13 more than 5 million people in 2.1 million low-income households. Oppenheim Decl. ¶ 4 and Ex. C  
14 (Center on Budget Policy and Priorities, United States Fact Sheet: The Housing Choice Voucher  
15 Program). “Families (or individuals) who wish to receive housing vouchers must apply with their  
16 local [public housing authority], which is responsible for screening prospective participants for  
17 federal eligibility, issuing vouchers, and contracting with landlords who lease to Section 8 Program  
18 participants.” *Austin Apt. Ass’n v. City of Austin*, 89 F. Supp. 3d 886 (W.D. Tex. 2015).

19       Immediate participation in the program is not possible. Waiting lists are closed for long  
20 periods of time. Even if a family is lucky enough to get on the Section 8 waiting list, it often must  
21 endure long periods, some even ten years or more, until a voucher becomes available. Oppenheim  
22 Decl. ¶ 5 and Ex. D (The Section 8 Housing Choice Voucher Program: Making Housing Markets  
23 Work for Low-income Families at 19 (2002)).

24       In Santa Monica, the waiting list was reopened for only 35 hours in August 2011; in that  
25 interval, 33,000 families were added. Oppenheim Decl. ¶ 6 and Ex. E (Santa Monica Housing and  
26 Economic Development Waiting List Resources and FAQ). The waiting list has not been reopened  
27 since. *Id.*, Ex. E. Names are taken from the waiting list as those currently being assisted leave the  
28

1 program or new funds become available. New funds are not received on a regular basis and there is  
2 no way to know when funding will be available. *Id.*

3       Once a family is approved for a voucher, it will pay approximately 30-40% of its annual  
4 income toward rent and the housing authority will pay the remainder. 42 U.S.C. § 1437f(o)(2)(A)  
5 and (o)(3); Section 8 Program Guidebook (7420.10G) at 6-2. Once issued, the voucher will expire  
6 if not used within a specific time period. After receiving a voucher in Santa Monica, a family  
7 generally must find, within 150 days, a landlord in the private market willing to lease to it. *See* 24  
8 C.F.R. § 982.302(a); *see also* Oppenheim Decl. ¶ 7 and Ex. F (Santa Monica Housing Authority  
9 Administrative Plan for The Housing Choice Voucher Program, at 5-11, 5-12 (2015)). Thus, pitted  
10 against the clock, low-income Santa Monicans find losing their chance of receiving Section 8  
11 assistance is entirely at the mercy of landlords.

12       While the Section 8 voucher program, and others like it, can mean the difference between  
13 quality housing and homelessness for its program participants, many landlords are unwilling to  
14 accept the subsidy. The City found:

15       Many voucher holders have reported that some local landlords refuse to rent to  
16 voucher holders, either in particular cases or even as a business practice. These  
17 reports are consistent with Housing staff's observations that Section 8 tenants  
experience disproportionate problems finding homes in Santa Monica.

18 Oppenheim Decl. ¶ 8 and Ex. G (Staff Report for Agenda Item 7-A for City Council Meeting May  
19 5, 2015, Ordinance Prohibiting Housing Discrimination Based on Source of Income, Including  
20 Section 8 Vouchers and Other Rent Subsidies at 1). In a city where market rents are amongst the  
21 highest in Southern California this difficulty means that families with low incomes are often priced  
22 out of Santa Monica. This can be especially devastating for those families who work and attend  
23 school in the City.

24       The City of Santa Monica has a commitment to “providing and preserving affordable  
25 housing” and is “obligated under California and federal law to identify impediments to providing  
26 affordable housing and discrimination free housing and to develop strategies for removing those  
27 impediments.” (Complaint, Ex. 1 (Ordinance at Preamble).) Accordingly, on May 12, 2015, the  
28 City Council unanimously passed Ordinance No. 2485 amending Santa Monica Municipal Code §

1 4.28.030 to prohibit a landlord from rejecting an application for tenancy solely based on the source  
2 of a tenant's income. The City further specified that the definition of "source of income" covers:  
3 any lawful source of income or rental assistance from any federal, State, local or  
4 non-profit-administered benefit or subsidy program including, but not limited to, the  
Section 8 voucher program.

5 SMMC § 4.28.030 (j).

6 According to the Staff Report, the City's action follows the lead of twelve states, nine  
7 counties and eighteen cities in the nation, including four California cities that prohibit  
8 discrimination against voucher holders. Oppenheim Decl. ¶ 8 and Ex. G at 2.

9 **B. AAGLA files a lawsuit challenging the Ordinance.**

10 On June 10, 2015, AAGLA and several individual landlords filed this action for declaratory  
11 and injunctive relief against the City, seeking a judicial determination that the Ordinance is invalid  
12 on the grounds that it is: 1) preempted by the Fair Employment and Housing Act, Government Code  
13 § 12955(p)(1); 2) an invalid exercise of the City's police power; 3) violates the United States' and  
14 California's Constitutions' prohibitions against the impairment of existing contracts and the right to  
15 freely enter into new contracts; and 4) imposes additional burdens upon landlords subject to rent  
16 control and has a chilling effect on the property owner's fair return. Complaint. The City answered  
17 the Complaint on August 26, 2015, generally denying the allegations in the Complaint and asserting  
18 plaintiffs' failure to state a cause of action and ripeness as affirmative defenses. Answer.

19 **C. The Proposed Interveners**

20 Sonjia Sheffield is a 50-year-old African-American woman who lives with her two sons and  
21 a live-in medical aide in a 375-square-foot one-bedroom apartment in Santa Monica. Sheffield  
22 Decl. ¶ 2. She is a survivor of domestic violence, and has multiple disabilities. *Id.* She has paid  
23 rent with the aid of the Section 8 program for 28 years. *Id.* at ¶ 3. In 2012, while a student at Santa  
24 Monica College, she was able to find a landlord who would accept her voucher in Santa Monica—  
25 after well over a year of searching. *Id.* at ¶ 4. Her apartment is small and crowded, which makes  
26 Ms. Sheffield feel anxious. *Id.* at ¶ 5. Ms. Sheffield wants to move to a two-bedroom apartment  
27 and has been looking for a larger unit since April of 2014, without success. Sheffield Decl. ¶ 6.

1 She has contacted approximately 50 landlords, and was told by most, “We don’t accept Section 8.”  
2 *Id.* at ¶¶ 7–8.

3 Stephanie Keys is a 48-year-old African-American woman with three children, one of whom  
4 has a disability. “Keys Decl ¶ 2. She has a Section 8 voucher, which she uses to rent a unit in Los  
5 Angeles. *Id.* at ¶ 3. She began working and attending school in Santa Monica in late 2012, and  
6 noted the strong support for children with disabilities, like her son, in the City’s schools. *Id.* at ¶ 4.  
7 In May 2013, in anticipation of obtaining a Section 8 voucher, Ms. Keys began searching for an  
8 apartment in Santa Monica that would accept her voucher. *Id.* at ¶ 5. After months of  
9 unsuccessfully searching in Santa Monica, Ms. Keys gave up and moved to Long Beach with the  
10 support of a housing support program. *Id.* at ¶¶ 5–6. Ms. Keys currently lives in Los Angeles, and  
11 as of December of 2015, she can use her Section 8 voucher in Santa Monica—if she can find a  
12 landlord who will accept it. *Id.* at ¶ 8.

13 Tenants Together is a nonprofit organization dedicated to defending and advancing the  
14 rights of California tenants to safe, decent and affordable housing in resourced communities.  
15 Declaration of Leah Simon-Weisberg ¶ 2. The ability to use the Section 8 Housing Choice  
16 Voucher program is a key component of its mission to achieving safe, decent and affordable  
17 housing. *Id.* at ¶ 3. For example, in the winter of 2014, Tenants Together was contacted by an  
18 elderly African American woman living in a senior complex in Sacramento. *Id.* at ¶ 4. She was  
19 being evicted the week of Christmas because the senior complex had decided that they would no  
20 longer accept Section 8 Housing Choice Vouchers. *Id.* She was unable to find another complex  
21 that would accept her voucher. *Id.* at ¶ 4. As a result, Tenants Together began to monitor the  
22 number of rental housing announcements listing “no Section 8 accepted” and found that the practice  
23 had become shockingly prevalent and that it occurs in a number of communities in the state. *Id.* at  
24 ¶ 5. Accordingly, Tenants Together continues to work on issues related to voucher utilization in  
25 California. *Id.* at ¶ 6.

## II. ARGUMENT

Code of Civil Procedure section 387(a) provides in pertinent part, “Upon timely application, any person, who has interest in the matter in litigation, or in the success of either of the parties, or an interest against both, may intervene in the action or proceeding.” The purpose of intervention is to “promote fairness” by allowing “all parties” who may be affected by the outcome of litigation to participate. *Lincoln Nat’l Life Ins. Co. v. Bd. of Equal’n*, 30 Cal. App. 4th 1411, 1423 (1994) (intervention proper where party has an interest and intervention neither expands scope of litigation nor infringes upon original parties’ right to litigate case.) For that reason, while permitting intervention under section 387(a) is a matter of the court’s discretion, courts must liberally construe the statute in favor of intervention. *Simpson Redwood Co. v. State of California*, 196 Cal. App. 3d 1192, 1200 (1987) (reversing trial court order refusing permissive intervention).

A third party may intervene in an action if: (1) the party has a direct and immediate interest in the action; (2) the intervention will not enlarge the issues in the litigation; and (3) the reasons for intervention outweigh any opposition by the parties presently in the action. *U.S. Ecology, Inc. v. State of California*, 92 Cal.App.4th 113, 139 (2001).. The Proposed Interveners satisfy each of these requirements.

### **1. Proposed Interveners Have a Direct and Immediate Interest in this Action and Can Only Protect It Through Intervention.**

Proposed interveners’ “interest [in the case] must be of such a direct and immediate nature that the moving party will either gain or lose by the direct legal operation and effect of the judgment.” *Sienna Court Homeowners Ass’n v. Green Valley Corp.*, 164 Cal.App.4th 1416, 1428 (2008). To show a “direct and immediate interest” in this litigation, interveners need not have any pecuniary interest in the dispute, or a specific legal or equitable interest in the subject matter of the litigation. *Rominger v. County of Trinity*, 147 Cal. App. 3d 655, 661 (1983). Nor is it “necessary that his interest in the action be such that he will inevitably be affected by the judgment. It is enough that there [is] a substantial probability that his interests will be so affected.” *Timberidge Enterprises v. City of Santa Rosa*, 86 Cal. App. 3d 873, 881 (1978). “Whether the intervener’s interest is sufficiently direct must be decided on the facts of each case.” *Simpson Redwood*, 196 Cal. App. 3d

1 at 1200. Based on the facts in this case, there is a substantial probability that interests of the  
2 proposed interveners in this case will be affected by the outcome of the litigation.

3 Applying these standards, courts have routinely granted the intended beneficiaries of a local  
4 law or policy leave to intervene in an action challenging that law or policy, and appellate courts  
5 have held trial courts abused their discretion by failing to allow intervention in such a circumstance.  
6 *See, e.g., Timberidge Enterprises*, 86 Cal. App. 3d at 881-82 (reversing trial court decision denying  
7 school district leave to intervene in action by developer challenging city's school impact fee);  
8 *Simac Design, Inc. v. Alciati*, 92 Cal. App. 3d 146, 157 (1979) (permitting intervention of  
9 association of citizens who campaigned for local growth initiative, in action against municipality  
10 challenging enforcement of that initiative); *Bustop v. Super. Ct.*, 69 Cal. App. 3d 66, 70-71 (1977)  
11 (holding that parents opposed to school busing had sufficient interest "in a sound educational  
12 system and in the operation of that system in accordance with the law" to permit intervention in an  
13 action concerning school district's desegregation plan).

14 In *Rominger v. County of Trinity*, the Court of Appeal held that a trial court abused its  
15 discretion when it denied an environmental organization leave to intervene in a case in which the  
16 plaintiff challenged an ordinance restricting certain pesticide and herbicide use. 147 Cal. App. 3d at  
17 665. The appellate court reasoned, "[w]here a [policy] exists specifically to protect the public from  
18 a hazard to its health and welfare that would allegedly occur without such [policy], members of the  
19 public have a substantial interest in the protection and benefit provided by such [policy]. If a party  
20 brings an action to invalidate such [policy] such action has an immediate and direct effect on the  
21 public's interest in protecting its health and welfare." *Id.* at 662-63.

22 Under the reasoning of these decisions, Ms. Sheffield, Ms. Keys, and Tenants Together have  
23 a "direct and immediate interest" in a determination of the legality of the Ordinance. Ms. Sheffield  
24 and Ms. Keys will benefit from legal protection from the presently widespread problem of Santa  
25 Monica landlords denying people with Section 8 Housing Choice Vouchers housing. Each has  
26 repeatedly been denied rental housing in Santa Monica based on her source of income as defined in  
27 the Ordinance. If the Ordinance is invalidated, they each face a significant likelihood of again being  
28 shut out of the Santa Monica rental market without legal recourse. Both were told, again and again,

1 in lengthy searches for housing in Santa Monica in 2013 and 2014, that their Section 8 vouchers  
2 would not be accepted. Sheffield Decl. ¶¶ 4, 7–8; Keys Decl. ¶ 5. Both currently have a housing  
3 voucher usable in Santa Monica. Sheffield Decl. ¶ 6; Keys Decl. ¶ 7. Unless the Ordinance is  
4 upheld, Ms. Sheffield and Ms. Keys can reliably expect to face the same obstacle – landlord’s  
5 automatic refusal to rent to voucher holders – to obtaining housing in Santa Monica that they  
6 experienced in the past.

7 Upholding the Ordinance will also directly benefit Tenants Together. The organization was  
8 formed and exists for the purpose of defending and advancing the rights of California tenants to  
9 safe, decent and affordable housing. Simon-Weisberg Decl. ¶ 2. At least one court has found harm  
10 because the inability for a mission-driven organization to intervene “might well translate into loss  
11 of future support and contributions.” *Simpson Redwood*, 196 Cal.App.3d at 1192, 1201. In that case,  
12 the court held that the risk of such an effect on an environmental conservation advocacy  
13 organization was a cognizable interest supporting intervention. *Id.* Tenants Together has a  
14 cognizable interest in perpetuating its role as an advocacy organization dedicated to ensuring that  
15 tenants can access affordable housing. Accordingly, Tenants Together can demonstrate that there is  
16 “a substantial probability that [its] interests will be so affected” by the outcome of this litigation. *Id.*

17 Cases addressing organizations’ standing to sue under the Fair Housing Act, though not  
18 controlling here, provide helpful analysis on the question of an organization’s interest in litigation.  
19 Numerous cases have held that organizations that divert resources to work on an issue have  
20 standing to sue. *See, e.g., Fair Hous. of Marin v. Combs*, 285 F.3d 899, 905 (9th Cir. 2002)  
21 (organization has “direct standing to sue [when] it show[ s] a drain on its resources from both a  
22 diversion of its resources and frustration of its mission”); *Fair Hous. Council of San Fernando*  
23 *Valley v. Roommate.com, LLC*, 666 F.3d 1216, 1219 (9th Cir. 2012) (finding standing for  
24 organization that had diverted resources to “new education and outreach campaigns targeted at  
25 discriminatory roommate advertising”). If this law is upheld, Tenants Together will not have to  
26 divert so many resources from educational trainings and leadership development initiatives to  
27 advocating for policies that ensure that voucher holders can find housing. This constitutes a  
28 sufficient interest to give Tenants Together direct standing to sue and it therefore stands to reason

1 that it should have standing to intervene. Thus, all Interveners herein have a sufficiently direct and  
2 immediate interest in the outcome of this litigation to intervene.

3 **2. Proposed Interveners' Interests Cannot Be Adequately Represented by Defendants.**

4 Ms. Sheffield's, Ms. Keys', and Tenants Together's interests cannot be adequately  
5 represented by the City. While the Proposed Interveners' defenses and claims may well align with  
6 the Defendant's, there are critical differences and significant potential for divergence of interests.  
7 *See Trbovich v. United Mine Workers of America*, 404 U.S. 528, 538 n.10 (1972) (holding that an  
8 applicant need only show that "representation of his interest 'may be' inadequate"). The individual  
9 Proposed Interveners each has a personal stake in the litigation and can, therefore, speak directly to  
10 the benefits to be gained from the Ordinance. As an organization, Tenants Together has a unique  
11 interest in ensuring the preservation of the Ordinance to avoid harm to itself, to support its mission,  
12 and to ensure that organizational resources are not unnecessarily diverted to assisting tenants who  
13 would have otherwise found housing because of the Ordinance.

14 The City does not have any such personal interest. The Defendant's interest in the matter  
15 lies principally in protecting the legality of its own actions. Such a governmental interest is not  
16 coincident with the personal stake of affected persons and organizations, and it therefore does not  
17 justify denying intervention to Proposed Interveners. In *Rominger v. County of Trinity*, the Court of  
18 Appeals held that even though the county was concerned with protecting its residents when it  
19 defended its ordinance, the county did not represent the personal interests of the individuals directly  
20 benefitting from the ordinance, so intervention was warranted. 147 Cal. App. 3d at 665. *See also*  
21 *Simpson Redwood*, 196 Cal. App. 3d at 1203-04 (reversing trial court's refusal to allow intervention  
22 in part on "the conviction that appellant's own substantial interests probably cannot be adequately  
23 served by the State's sole participation.") As a governmental entity, moreover, the City is subject to  
24 conflicting and shifting constituent pressures, which renders its representation of Ms. Sheffield's,  
25 Ms. Keys', and Tenants Together's particular interests inadequate. *See Utah Ass'n of Counties v.*  
26 *Clinton*, 255 F.3d 1246, 1254-55 (10th Cir. 2001) (holding intervener's interest not adequately  
27 represented by government entity that must represent the broader public interest, which it may not  
28 view as coextensive with the intervener's particular interest); *Grutter v. Bollinger*, 188 F.3d 394,

1 400 (6th Cir. 1999) (noting, in granting intervention, that the University of Michigan “is subject to  
2 internal and external institutional pressures that may prevent it from articulating some of the  
3 defenses of [the race-conscious policies] that the proposed interveners intend to present”);  
4 *American Horse Protection Ass’n v. Veneman*, 200 F.R.D. 153, 159 (D.D.C. 2001) (holding that,  
5 while the United States Department of Agriculture (USDA) and the intervener show horse fund  
6 shared “identical interests in asserting that the Operating Plan [preventing soring of horses] is  
7 lawful,” the USDA’s “obligations to interests other than those represented by the [intervener]  
8 render its representation of the show horse groups inadequate”).

9       The City’s inability to adequately represent the interests of the Proposed Intervenors is  
10 heightened here because this lawsuit pits the City against AAGLA, a large organization whose  
11 members include residents of the City and businesses operating in the City. As a result, the City is  
12 faced with certain institutional pressures to take positions based on considerations apart from the  
13 merits of this case. In balancing the potentially competing interests of its various constituencies, the  
14 City may decline to appeal or seek Supreme Court review of an adverse decision. Such action  
15 would not likely represent the individual interests of Ms. Sheffield and Ms. Keys, or the  
16 organizational interest of Tenants Together in stopping the denial of housing to voucher holders on  
17 the basis of their source of income. Further, Defendant may not raise important considerations that  
18 led to the passage of the Ordinance or raise all of the arguments that Proposed Intervenors may raise.  
19 In this regard, the Proposed Intervenors’ arguments will differ from those of Defendants precisely  
20 because their interests are different. *See Grutter*, 188 F.3d at 400 (noting, in granting intervention,  
21 that the University of Michigan may not “articulat[e] some of the defenses of [the race-conscious  
22 policies] that the proposed interveners intend to present”). These considerations are relevant here,  
23 where Plaintiffs seek to enjoin a law that it claims will violate state law. Proposed Intervenors are  
24 uniquely positioned to provide the Court with this information, as they have firsthand experience  
25 with source of income discrimination and the harms it causes.

### 26       **3. Intervention Will Not Enlarge the Issues or Otherwise Delay This Case.**

27       While the Proposed Intervenors seek to join this suit to protect their individual and  
28 organizational rights and interests in the potential outcome of the suit, the legal defenses and issues

1 asserted by Proposed Interveners are similar to those already asserted in the litigation and based on  
2 the same facts. Proposed Interveners also do not seek to delay any proceedings or alter deadlines in  
3 the case. Intervention will not enlarge the issues or change the relationship between plaintiffs and  
4 defendants, and the original parties remain able “to conduct their lawsuit on their own terms.” *See*  
5 *Rominger*, 147 Cal. App. 3d at 661.

6 **4. The Reasons for Intervention Clearly Outweigh Any Opposition.**

7 The reasons for intervention outweigh any opposition. Proposed Interveners and their  
8 members, as the beneficiaries of the Ordinance, have a direct and immediate interest in the validity  
9 of the new law, and must intervene to protect their interests in its continued operation. The Courts  
10 of Appeal have consistently allowed the beneficiaries of a law to intervene in litigation challenging  
11 that law, and more than once have found refusal to allow intervention in such a case to be an abuse  
12 of discretion. Plaintiffs cannot demonstrate any prejudice that could be suffered because of  
13 intervention. Proposed Interveners have sought intervention at the early stages of this case, and will  
14 not enlarge the issues. As such, the balance of interests strongly supports permitting Proposed  
15 Interveners to participate in these lawsuits.

16 **5. The Application is Timely Made.**

17 While section 387(a) requires that parties seeking to intervene must make a “timely”  
18 application, intervention has been found timely at any point in the litigation where otherwise  
19 appropriate, even after judgment. *See* Code Civ. Proc. § 387(a); *Mallick v. Super. Ct.*, 89 Cal. App.  
20 3d 434, 437 (1979) (intervention granted after judgment); *see also Ziani Homeowners Ass’n v.*  
21 *Brookfield Ziani LLC*, \_\_\_Cal.Rptr.3d \_\_\_, 2015 WL 9311660, at \*5 (Cal. Ct. App. Dec. 22, 2015)  
22 (reversing trial court ruling that had denied intervention on the basis of timeliness). This case  
23 remains at its initial stages: the City filed its Answer to the Complaint on August 27, 2015 and cross  
24 summary judgment motions are not scheduled until May 2016. No significant motions have been  
25 filed. Proposed Interveners’ motion is timely.

26 **III. CONCLUSION**

27 For the foregoing reasons, the Proposed Interveners respectfully request that the Court grant  
28 them leave to intervene pursuant to Code of Civil Procedure section 387(a).

1 Respectfully Submitted,

2 Dated: January 14, 2016

Dated: January 14, 2016

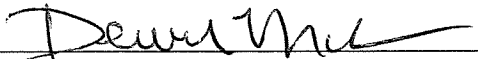
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LEGAL AID FOUNDATION OF  
LOS ANGELES

WESTERN CENTER ON LAW AND  
POVERTY

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By: Denise McGranahan

  
By: Navneet K. Grewal

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Attorneys for Proposed Interveners

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**Exhibit “1”**

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FERNANDO GAYTAN (SBN 224712)  
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Attorneys for Proposed Interveners  
Sonjia Sheffield and Stephanie Keys  
and Tenants Together

IN THE SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES,  
WEST DISTRICT-UNLIMITED

THE APARTMENT ASSOCIATION OF LOS ANGELES COUNTY, INC. dba APARTMENT ASSOCIATION OF GREATER LOS ANGELES, A California Corporation; DAVID MCKELLAR, an individual; LEO and DAGMAR CASTIGLIONE, individuals; GUADALUPE RODRIGUEZ, an individual	) Case No.: SC124308 ) ) ) [PROPOSED] COMPLAINT IN ) INTERVENTION BY SONJIA ) SHEFFIELD, STEPHANIE KEYS, AND ) TENANTS TOGETHER. ) ) Hearing Date: June 22, 2016 ) Time: 8:30 a.m. ) Dep't: WE "O" ) Judge: Honorable Lisa Hart Cole ) (Assigned for all purposes) ) <b>Res ID: 160112096409</b> ) ) )
Plaintiffs,	
vs.	
CITY OF SANTA MONICA, A Municipal Corporation,	
Defendants.	

1 By leave of the Court, Interveners Sonjia Sheffield, Stephanie Keys and Tenants Together  
2 intervene in this action and join defendant City of Santa Monica in defending against Plaintiffs'  
3 lawsuit. Interveners allege the following facts in support of its complaint for intervention:

4 **BASIS FOR INTERVENTION**

5 1. On or about June 10, 2015, Plaintiffs The Apartment Association of Greater Los Angeles  
6 County, Inc., David Mckellar, Leo Castiglione, Dagmar Castiglione, and Guadalupe Rodriguez  
7 filed this lawsuit against Defendant City of Santa Monica. The lawsuit seeks declaratory and  
8 injunctive relief against provisions of Santa Monica Ordinance No. 2485CCS ("the Ordinance")  
9 prohibiting rental housing discrimination against any person based on their source of income, and  
10 defining 'source of income' to include benefits or subsidies from government or nonprofit  
11 programs, including the Federal Section 8 voucher program.

12 2. On \_\_\_\_\_, the Court granted Interveners Sonjia Sheffield, Stephanie Keys and  
13 Tenants Together leave to intervene in this action and to file this Complaint in Intervention in this  
14 action.

15 3. Intervener Sonjia Sheffield is a 50-year-old African-American woman who lives with her  
16 son and a live-in medical aide in a 375-square-foot one-bedroom apartment in Santa Monica. She  
17 is a survivor of domestic violence and has a disability. She has paid rent with the aid of the  
18 Section 8 program for 28 years. In 2012, while a student at Santa Monica College, Ms. Sheffield  
19 was only able to find a landlord who would accept her voucher in Santa Monica after she searched  
20 for well over a year. Although the small size of her crowded unit makes Ms. Sheffield feel  
21 anxious, she anticipates another of her sons will move in with her soon. Ms. Sheffield wants to  
22 move to a two-bedroom apartment and has been looking for a larger unit since April of 2014,  
23 without success. She has contacted approximately fifty landlords, and was told by most, "We  
24 don't accept Section 8."

25 4. Intervener Stephanie Keys is a 48-year-old African-American woman with three children,  
26 one of whom has a disability. Ms. Keys rents a unit in Los Angeles with the help of payments  
27 under the Section 8 program. In May 2013, in anticipation of obtaining a Section 8 voucher, Ms.  
28 Keys began searching for an apartment in Santa Monica that would accept her voucher. She had

1 been working and attending school in Santa Monica since late 2012 and had noted the strong  
2 support for children experiencing disabilities in the City's schools. After months of unsuccessfully  
3 searching in Santa Monica, Ms. Keys gave up and moved to Long Beach with the aid of another  
4 housing support program. She moved to her current apartment in Los Angeles in late January of  
5 2015, where she is using her Section 8 voucher. As of January 2016, she is eligible to port her  
6 voucher to Santa Monica. Therefore, she can potentially use it in Santa Monica. She is now  
7 searching, again, for an apartment in Santa Monica where the landlord will let her use the voucher.

8 5. If the Ordinance is upheld, Ms. Sheffield and Ms. Keys will directly benefit from legal  
9 protection from the presently widespread problem of Santa Monica landlords denying housing to  
10 people with Section 8 Housing Choice Vouchers. Both are among the Ordinance's intended  
11 beneficiaries and both are presently looking for rental housing in Santa Monica where they will be  
12 accepted despite their use of a Section 8 voucher.

13 6. Before the Ordinance went into effect, Ms. Sheffield and Ms. Keys were both denied rental  
14 housing in Santa Monica based on their source of income as defined in the Ordinance. If the  
15 Ordinance is invalidated, Ms. Sheffield and Ms. Keys can reliably expect to suffer from the same  
16 discrimination in their current housing search. If they are again denied housing based on their use  
17 of Section 8 housing subsidies, they will have no legal recourse unless the ordinance is upheld. If  
18 the Ordinance is invalidated, landlords will no longer have a legal disincentive to discriminate  
19 against holders of housing vouchers. Ms. Sheffield and Ms. Keys will then face a significant  
20 likelihood of again being shut out of the Santa Monica rental market without legal recourse.

21 7. Intervener Tenants Together is a California nonprofit organization dedicated to defending  
22 and advancing the rights of California tenants to safe, decent and affordable housing. As  
23 California's only statewide renters' rights organization, Tenants Together works to improve the  
24 lives of California's tenants through education, organizing and advocacy. Tenants Together seeks  
25 to galvanize a statewide movement for renters' rights.

26 8. Tenants Together intervenes in this action on its own behalf. It will enjoy furtherance of its  
27 interests as an organization if the ordinance is upheld, while it will suffer a detriment as an  
28 organization if the ordinance is enjoined. Tenants Together believes that the ability to use Section

1 8 Housing Choice Voucher Program is a key component of Tenants mission to achieving safe,  
2 decent and affordable housing. The purpose of the Section 8 Housing Choice Voucher program is  
3 to make it possible for low-income tenants to live in privately owned rental units in neighborhoods  
4 that have good resources and offer its residences good opportunities that are often unaffordable  
5 without the government subsidy. In the winter of 2014, an elderly African-American woman  
6 living in a senior complex in Sacramento contacted Tenants Together. The owners of the senior  
7 complex were evicting her the week of Christmas because they had decided that they would no  
8 longer accept Section 8 Housing Choice Vouchers. She was unable to find another complex that  
9 would accept her voucher. Tenants Together began to monitor the number of rental housing  
10 announcements in various cities listing “no section 8 accepted” and found that the practice had  
11 become widespread.

12 9. Tenants Together works at the state and local level to advocate for policies that ensure that  
13 voucher holders can access housing in well-resourced communities. If the Santa Monica  
14 ordinance is upheld, Tenants Together will lose one important avenue for such advocacy. In  
15 contrast, if the ordinance is not upheld, it will hinder Tenants Together’s ability to fulfill its  
16 mission of increasing access to affordable housing. Tenants Together will have to expend more  
17 resources advocating for change at the state level. Due to renters’ difficulty retaining and locating  
18 affordable housing, including places where housing assistance vouchers may be used, Tenants  
19 Together has been forced to divert resources away from its civic engagement, community  
20 education and leadership development initiatives.

21 10. The City cannot adequately represent the Interveners’ interests in this lawsuit. Individual  
22 interveners Sonjia Sheffield and Stephanie Keys stand to benefit directly from the ordinance. They  
23 have faced difficulty finding landlords in Santa Monica who will accept their housing subsidies. If  
24 the ordinance is upheld, they will be able to search for housing based on their qualifications as  
25 tenants, and not based on who is paying their rent. Upholding the ordinance will also make it  
26 likelier that they will be able to use their vouchers to obtain housing in Santa Monica. If the  
27 ordinance is enjoined, however, their efforts to use their vouchers in Santa Monica will likely be  
28 stymied.

1 11. The City has no such personal interest in this action. The City's interest in defending the  
2 legality of its actions is not coincident with the Interveners' personal stake. The City is a  
3 governmental entity with political and other concerns that will inform its decisions in defending  
4 against this action.

5 12. Similarly, the City cannot adequately represent Tenants Together's interests, whose very  
6 mission it is to increase tenants' rights and improve access to affordable housing. This mission is  
7 directly impacted by the outcome of this action. Tenants Together works to get local tenant  
8 ordinances passed and determining whether Santa Monica's ordinance is preempted by state law  
9 will affect their ability to engage in such advocacy in the future.

10 13. The Interveners seek to defend the lawfulness of the ordinance, the central issue in this  
11 action. This intervention will not enlarge or alter the issues or cause delay in this action.

12 **COMPLAINT IN INTERVENTION**

13 (Answer of Defendant-Interveners)

14 14. Defendant-Interveners generally deny each allegation of the unverified complaint herein.

15 **AFFIRMATIVE DEFENSES**

16 **FIRST AFFIRMATIVE DEFENSE (ALL CAUSES OF ACTION)**

17 15. The Complaint fails to state a cause of action, as to each cause of action.

18 **SECOND AFFIRMATIVE DEFENSE**

19 16. The Complaint is premature and fails to state a justiciable case or controversy ripe for review.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, the Defendant-Interveners pray for judgment as follows:

22 17. That Plaintiffs' claims be dismissed with prejudice;

23 18. That Plaintiffs take nothing by their Complaint;

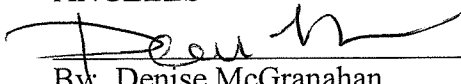
24 19. For costs of suit and attorneys' fees; and

25 20. For such further relief as the Court may deem just and proper.

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Dated: January 14, 2016

LEGAL AID FOUNDATION OF  
ANGELES




By: Denise McGranahan

Attorneys for Proposed Interveners

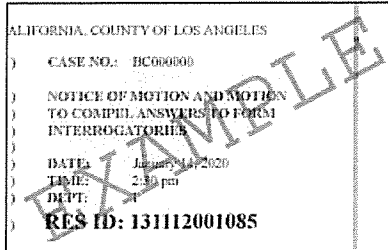
Dated: January 14, 2016

WESTERN CENTER ON LAW AND LOS  
POVERTY



By: Navneet Grewal

**CRS RECEIPT**

INSTRUCTIONS
<p>Please print this receipt and attach it to the corresponding motion/document as the last page. Indicate the Reservation ID on the motion/document face page (see example). The document will not be accepted without this receipt page and the Reservation ID.</p> <div style="text-align: center; margin-top: 20px;">  </div>

**RESERVATION INFORMATION**

**Reservation ID:** 160112096409  
**Transaction Date:** January 12, 2016 5:01 PM  
**Case Number:** SC124308  
**Case Title:** THE APARTMENT ASSOCIATION...ET AL., VS CITY OF SANTA MONICA  
**Party:** SONJIA SHEFFIELD, STEPHANIE KEYS, TENANTS TOGETHER (Proposed interveners)  
**Courthouse:** Santa Monica Courthouse  
**Department:** O  
**Reservation Type:** Other motion (not otherwise listed)  
**Reservation Type Description:** Notice of Motion and Motion to Intervene  
**Date:** 6/22/2016  
**Time:** 08:30 am

**FEE INFORMATION (Fees are non-refundable)**

**First Paper Fee:** (See below)

Description	Fee
First Paper (Unlimited Civil)	\$435.00
<b>Total Fees:</b>	<b>\$435.00</b>

**PAYMENT INFORMATION**

**Special Condition:** FEE WAIVED - Gov. Code, § 68630 et seq.

The reserving party asserts possession of a valid fee waiver, approved by the court on 01/12/2016. (Validity must be confirmed at the time of filing the motion/document. Proof of granted fee waiver may be requested by the Clerk.)

Waived fees are recoverable (plus an administrative fee and any fees associated with the recovery of previously waived fees).

**A COPY OF THIS RECEIPT MUST BE ATTACHED TO THE CORRESPONDING MOTION/DOCUMENT  
AS THE LAST PAGE AND THE RESERVATION ID INDICATED ON THE MOTION/DOCUMENT FACE  
PAGE.**