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8 Attorneys for Plaintiff
CALIFORNIA APARTMENT
9 ASSOCIATION

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SANTA CLARA**

12 CALIFORNIA APARTMENT)
ASSOCIATION, a California Corporation,)

Case No. 16CV304253

13 Plaintiffs)

NOTICE OF ENTRY OF ORDER

14 v.)

15 CITY OF MOUNTAIN VIEW, and DOES)
16 1 through 50, inclusive,)

Assigned to Hon. William Elfving
Dept.: 3

17 Defendant.)

Action Filed: December 21, 2016

18 _____)
19 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

20 **PLEASE TAKE NOTICE** that the Stipulation for Temporary Restraining Order Staying
21 Effective Date and Enjoining Enforcement of Measure V; Order, attached as Exhibit A, was
22 entered by the above-referenced Court on December 22, 2015.

23 DATED: December 27, 2016

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25 San Jose, CA 95113
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26 By: 
Stephen D. Pahl

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ENDORSED
2016 DEC 22 A 9:47
CLERK OF SUPERIOR COURT
COUNTY OF SANTA CLARA
BY _____ DEPUTY
G. DUARTE

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8 Attorneys for CALIFORNIA APARTMENT
ASSOCIATION

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA CLARA

12 CALIFORNIA APARTMENT)
ASSOCIATION, a California Corporation,)
13)
Plaintiffs)
14)
v.)
15)
CITY OF MOUNTAIN VIEW, and DOES)
16 1 through 50, inclusive,)
17)
Defendant.)
18)

Case No. 16-CV-304253

STIPULATION FOR TEMPORARY
RESTRAINING ORDER STAYING
EFFECTIVE DATE AND ENJOINING
ENFORCEMENT OF MEASURE V

19 Plaintiff CALIFORNIA APARTMENT ASSOCIATION (“CAA”) and Defendant CITY
20 OF MOUNTAIN VIEW (“CITY”) hereby stipulate and agree as follows:

21 WHEREAS, Plaintiff CAA has filed suit in Santa Clara County challenging the validity of
22 (a) the rent control ballot measure passed by voters in Defendant CITY on November 8, 2016,
23 enacting the “Mountain View Community Stabilization and Fair Rent Act” (hereinafter referred to
24 as “Measure V” or “CSFRA”), which amended the City of Mountain View Charter to impose rent
25 control and eviction control on certain owners of real property within the City of Mountain View;
26 and (b) the “Urgency Ordinance of the City Council of the City of Mountain View Establishing
27 Just Cause Evictions in the City of Mountain View” (hereinafter referred to as the “Urgency
28 Ordinance”), adopted and made effective by the Mountain View City Council (“MVCC”) on

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1 November 15, 2016, which remains in effect until the CSFRA becomes effective.

2 WHEREAS, Plaintiff intended to file an Ex Parte Application requesting a temporary
3 restraining order to enjoin Defendant from enforcing both Measure V *and* the Urgency Ordinance
4 pending resolution of their Complaint for the reasons set forth in Plaintiff's Memorandum of
5 Points and Authorities in Support of Temporary Restraining Order.

6 WHEREAS, in order to allow an opportunity for the CITY to review the claims raised in
7 the Complaint and the arguments raised in the Memorandum of Points and Authorities related
8 thereto and to avoid uncertainty and confusion arising from the implementation of Measure V,
9 pending resolution of this legal challenge and to ensure the Urgency Ordinance remains in place
10 so long as the Temporary Restraining Order remains in effect, the CITY has agreed to the issuance
11 of a Temporary Restraining Order staying the effective date of Measure V and enjoining
12 Defendant from enforcing Measure V only until February 3, 2017, or, if a Motion for Preliminary
13 Injunction is filed by Plaintiff on or before February 3, 2017, when such Motion is decided by the
14 Court, whichever is later.

15 NOW THEREFORE, IT IS AGREED AS FOLLOWS:

16 1. Plaintiff provided CITY with timely notice of their intent to bring this Ex Parte
17 Application before the Court on Thursday, December 22, 2016.

18 2. The Parties stipulate to an order of the Court staying the effective date of Measure
19 V and enjoining Defendant from making any attempts to enforce Measure V until February 3,
20 2017, or, if a Motion for Preliminary Injunction is filed by Plaintiffs on or before February 3,
21 2017, when such Motion is decided by the Court, whichever is later.

22 3. Plaintiff agrees not to seek a temporary restraining order enjoining enforcement of
23 the Urgency Ordinance recognizing that the Urgency Ordinance contains verbatim excerpts from
24 Measure V relating to the eviction control provisions of Measure V, and that the Urgency
25 Ordinance will remain in effect unless and until a Court rules otherwise. During the pendency of
26 this Order, the Rental Housing Dispute Resolution Program Ordinance remains in effect.

27 4. All parties agree that this Stipulation in no way precludes Plaintiff from seeking a
28 Preliminary Injunction as to both Measure V and the Urgency Ordinance in the future, and that


1 this Stipulation in no way indicates that the CITY is in agreement with the claims made in the
2 Complaint or any of the arguments contained in the Memorandum of Points and Authorities.

3 5. The Parties agree that this Stipulation may be executed in counterparts, each of
4 which shall be deemed an original, and which together shall constitute a single Stipulation. Once
5 the original of this Stipulation has been duly executed, a copy thereof shall be valid for all
6 purposes.

7 IT IS SO STIPULATED

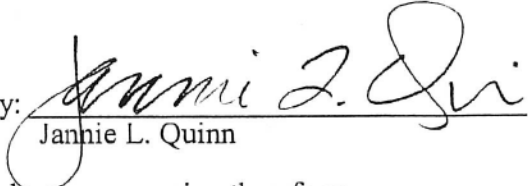
8 DATED: December 20, 2016

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A Professional Law Corporation

9
10
11 By: 
Stephen D. Pahl

12 DATED: December 21, 2016

CITY OF MOUNTAIN VIEW

13
14
15 By: 
Jannie L. Quinn

16 Based on the Stipulation of the Parties and good cause appearing therefore:

17 **IT IS SO ORDERED** as follows:

18 The effective date of Measure V is hereby stayed and Defendant CITY OF MOUNTAIN
19 VIEW is enjoined from making any attempts to enforce Measure V until February 3, 2017, or, if a
20 Motion for Preliminary Injunction is filed by Plaintiffs on or before February 3, 2017, when such
21 Motion is decided by the Court, whichever is later.

Beth McGowen

22 **DEC 22 2016**

23 Dated: _____

JUDGE OF THE SUPERIOR COURT

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San Jose, CA 95113
(408) 286-5100

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1 **California Apartment Association v. City of Mountain View**
2 **Case No.: 16CV304253**

3 **PROOF OF SERVICE**

4 State of California)
5 County of Santa Clara) xx

6 I am a citizen of the United States and an employee of the County aforesaid. I am
7 over the age of eighteen years and not a party to the within action. My business address is
8 225 West Santa Clara Street, Suite 1500, San Jose, California 95113-1752. On the date
9 mentioned below, I caused a true copy(ies) of the following document(s) to be served on the
10 parties below using the method(s) checked:

11 Notice of Entry of Order

12 On the Addressee(s) below named in said action by:

- 13 First Class Mail. I am familiar with the regular mail collection and
14 processing practices of the business. The mail will be deposited with
15 the United States Postal Service on the same day following ordinary
16 business practices. I enclosed the above-mentioned document(s) in a
17 sealed envelope with postage thereon fully prepaid in the United States
18 Post Office mail box at San Jose, California.
- 19 Facsimile at the fax numbers shown after each name below.
- 20 By Personal Delivery.
- 21 By Federal Express pursuant to Code of Civil Procedure § 1005.
- 22 By Electronic Mail.

23 **Addressee(s):**

24 Jannie L. Quinn
25 City of Mountain View
26 500 Castro St.
27 Mountain View, CA 94041

28 I declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct. Executed on December 27, 2016, at San Jose, California.


Tamara Meek

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