UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

INDEPENDENT LIVING CENTER OF SOUTHERN CALIFORNIA, et al., Plaintiffs, v. CITY OF LOS ANGELES, et al., Defendants.	Case No. CV 12-0551 FMO (PJWx) **ORDER RE: MOTION FOR JUDGMENT ON THE PLEADINGS**

The court has reviewed and considered all the briefing filed with respect to the Owner Defendants' Motion for Judgment on the Pleadings (Dkt. 597, "Motion"), and concludes that oral argument is not necessary to resolve the Motion. See Fed. R. Civ. P. 78; Local Rule 7-15; Willis v. Pac. Mar. Ass'n, 244 F.3d 675, 684 n. 2 (9th Cir. 2001).

INTRODUCTION

The Independent Living Center of Southern California, Fair Housing Council of San Fernando Valley, and Communities Actively Living Independent and Free (collectively, "plaintiffs") filed this action on January 13, 2012, pursuant to Section 504 of the Rehabilitation Act ("Section 504"), Title II of the Americans with Disabilities Act ("Title II" or the "ADA"), the Fair Housing Act ("FHA") and California Government Code § 11135 ("Section 11135"). (See Dkt. 1, Plaintiffs' Complaint for Injunctive, Declaratory, and Monetary Relief). The Second Amended Complaint for Injunctive, Declaratory, and Monetary Relief ("SAC"), the operative complaint, alleges that

defendants CRA/LA Designated Local Authority, a public entity and successor agency to the Community Redevelopment Agency of the City of Los Angeles ("CRA/LA"), and the City of Los Angeles ("City") (collectively, the "government defendants")[1] engaged in a "pattern or practice" of discrimination against people with disabilities in violation of federal and state anti-discrimination laws. (Dkt. 98, SAC at ¶ 2). The SAC also named as defendants 61 owners of multifamily residential properties in the City of Los Angeles (collectively, the "owner defendants"), who received federal funds from or through the government defendants. (See id. at ¶¶ 3 & 57-116). Plaintiffs do not allege any affirmative claims against the owner defendants; rather, the owner defendants were named pursuant to Federal Rule of Civil Procedure 19(b) as necessary parties to enforce any injunctive and/or other relief that may be granted by the court.[2] (See id. at ¶ 3).

After plaintiffs and the government defendants negotiated and filed settlement agreements with the court, (see Dkt. 530, Plaintiffs' and Defendant City of Los Angeles's Joint Stipulation for Judgment as Pursuant to Settlement Agreement ("Joint Stipulation with City"); Dkt. 594, Plaintiffs' and Defendant CRA/LA's Joint Application for and Stipulation to Enter Judgment as Pursuant to Settlement Agreement ("Joint Stipulation with CRA/LA"); Dkt. 595, Plaintiffs' and Defendant CRA/LA . . . Correct Joint Application for and Stipulation to Enter Judgment [] ("Revised Joint Stipulation with CRA/LA")), the court entered two separate consent judgments which imposed injunctive relief and other settlement terms on the government defendants. (See Dkt. 532, "Judgment against City"; Dkt. 596, "Judgment against CRA/LA"; Dkt. 608, "Amended Judgment against City").

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[1] Plaintiffs also named as a defendant the Oversight Board for the CRA/LA, (see Dkt. 98, SAC at ¶ 1), but the court dismissed all claims against the Oversight Board pursuant to the court's Order of November 29, 2012 (Dkt. 209).

[2] "[A] person may be joined as a party [under Rule 19(b)] for the sole purpose of making it possible to accord complete relief between those who are already parties, even though no present party asserts a grievance against such person." E.E.O.C. v. Peabody W. Coal Co., 400 F.3d 774, 781 (9th Cir. 2005), cert. denied, 546 U.S. 1150 (2006) (brackets in original) (internal quotation marks omitted).

FACTUAL BACKGROUND

The court hereby incorporates the factual background set forth in the Courts' Orders of September 23, 2014 (Dkt. 406) and July 17, 2015 (Dkt. 458).

LEGAL STANDARD

"After the pleadings are closed – but early enough not to delay trial – a party may move for judgment on the pleadings." Fed. R. Civ. P. 12(c). "Judgment on the pleadings is proper when the moving party clearly establishes on the face of the pleadings that no material issue of fact remains to be resolved and that it is entitled to judgment as a matter of law." Hal Roach Studios, Inc. v. Richard Feiner & Co., Inc., 896 F.2d 1542, 1550 (9th Cir. 1989). The court must accept all facts in the complaint as true, and construe them in the light most favorable to the non-moving party. See Fleming v. Pickard, 581 F.3d 922, 925 (9th Cir. 2009). "[T]he same standard of review applicable to a Rule 12(b) motion applies to its Rule 12(c) analog," because the motions are "functionally identical." Dworkin v. Hustler Magazine, Inc., 867 F.2d 1188, 1192 (9th Cir.), cert. denied, 493 U.S. 812 (1989).

As with a Rule 12(b)(6) motion to dismiss, a Rule 12(c) motion should be granted only if the plaintiff fails to proffer "enough facts to state a claim to relief that is plausible on its face." Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570, 127 S.Ct. 1955, 1974 (2007); see Ashcroft v. Iqbal, 556 U.S. 662, 678, 129 S.Ct. 1937, 1949 (2009); Cook v. Brewer, 637 F.3d 1002, 1004 (9th Cir. 2011). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." Iqbal, 556 U.S. at 678, 129 S.Ct. at 1949; see Cook, 637 F.3d at 1004; Caviness v. Horizon Cmty. Learning Ctr., Inc., 590 F.3d 806, 812 (9th Cir. 2010). In considering a Rule 12(c) motion, the court "generally is limited to the pleadings and may not consider extrinsic evidence[,]" Shame on You Prods., Inc. v. Banks, 2015 WL 4885221, *10 (C.D. Cal. 2015), but may rely on exhibits attached to the complaint and documents subject to judicial notice. See id. at *10-11.

DISCUSSION

The owner defendants contend that judgment on the pleadings is appropriate because "Plaintiffs have no remaining stated claims for relief against the Rule 19 Owner Defendants" and

"Plaintiffs have already achieved complete relief in this matter absent the participation of the Owner Defendants, so that the Owner Defendants were not properly joined pursuant to Rule 19[.]" (See Dkt. 597, Notice of Motion at 2).[3] According to the owner defendants, the fact that plaintiffs' settlement agreements and stipulated judgments with the government defendants exclude the owner defendants, (see Dkt. 597-1, Motion at 5), and "do[] not require [the owner defendants] to take, or to refrain from taking, any action," (Dkt. 598, Menlo Park's Joinder at ¶ 1; Dkt. 601, Penny Lane's Joinder at ¶ 1), proves that the owner defendants were never necessary to the suit in the first place. (See Dkt. 597-1, Motion at 5; Dkt. 598, Menlo Park's Joinder at ¶ 1; Dkt. 601, Penny Lane's Joinder at ¶ 1). The owner defendants' arguments are unavailing.

The instant Motion is based on an interpretation of the consent judgments the court entered in this case. (See Dkt. 597-1, Motion at 5). But a motion for judgment on the pleadings under Rule 12(c) attacks the sufficiency of the allegations in the complaint, see Fed. R. Civ. P. 12(c); Cafasso v. Gen. Dynamics C4 Sys., 637 F.3d 1047, 1055 (9th Cir. 2011) (in reviewing dismissal under Rule 12(c), court applies same standard as under Rule 12(b)(6) and inquires whether complaint's factual allegations, together with all reasonable inferences, state plausible claims for relief), not some other legal document that was entered in the case.[4] Here, the owner defendants' Motion does not challenge in any way the operative complaint. (See, generally, Dkt. 597-1, Motion). The SAC, which joined the owner defendants in the instant action, was filed on August 20, 2012, (see Dkt. 98, SAC), and it has not been modified since. (See, generally, Dkt.).

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[3] Owner defendants Menlo Park ("Menlo Park") and Penny Lane Center ("Penny Lane") filed motions to join the Motion, (Dkt. 598, "Menlo Park's Joinder"; Dkt. 601, "Penny Lane's Joinder"), asserting, in addition to the grounds stated in the Motion, that: (1) the judgments obtained by plaintiff against the government defendants do not impose any obligation on the owner defendants; and (2) neither the moving party nor its property are listed in Exhibits A and B to the Settlement Agreement and Release of Claims that purport to list housing developments whose owners may be included in the definition of "Owner" in Section II.20 of the Settlement Agreement. (See Dkt. 598, Menlo Park's Joinder at 2; Dkt. 601, Penny Lane's Joinder at 2).

[4] While the court may rely on documents subject to judicial notice in considering a Rule 12(c) motion, see Shame on You Prods., Inc., 2015 WL 4885221, at *10, the owner defendants have not asked the court to take judicial notice of the consent judgments or any other document. (See, generally, Dkt. 597-1, Motion).

Moreover, the owner defendants did not challenge their Rule 19 joinder at the time they were joined, nor at any point during the five years of active litigation. (See, generally, Dkt.).

Further, because a Rule 12(c) motion is intended to challenge the sufficiency of the allegations in the operative complaint, the owner defendants' challenge to their joinder or to any of the allegations in the SAC should have been made by the dispositive motion deadline. The deadline for filing dispositive motions was March 23, 2017, (see Dkt. 566, Court's Order of December 22, 2016, at 2), and the instant Motion was filed on October 5, 2017, nearly six months late. The owner defendants make no attempt to explain why they could not have filed the instant Motion by the deadline to file dispositive motions. (See, generally, Dkt. 597-1, Motion).

Finally, even assuming it was proper for the owner defendants to base their Motion on the consent judgments – instead of on the operative SAC – the court would still deny the Motion. The judgments explicitly require the government defendants to take actions that implicate the owner defendants' properties. For example, the City's judgment obligates it to inspect the owner defendants' properties, (see, e.g., Dkt. 608, Amended Judgment against City, Exhibit ("Exh.") 1, Corrected Settlement Agreement and Release of Claims at 12-13), and this court has jurisdiction to resolve disputes as to whether the City is meeting that obligation. See Peacock v. Thomas, 516 U.S. 349, 356, 116 S.Ct. 862, 868 (1996) (describing "federal court's inherent power to enforce its judgments"). Without the owner defendants, the court might not be able to adjudicate whether an owner defendant must permit the City to inspect its property or take other steps necessary to remediate any inaccessibility it discovers upon inspection. Thus, granting the motion would undermine the court's ability to "accord complete relief" between plaintiffs and the government defendants. See Fed. R. Civ. P. 19(a)(1)(A). Indeed, it is precisely now, as the remedy ordered by the court begins to take shape and the process of making thousands of affordable housing units accessible to Los Angeles residents begins, that the Rule 19 owner defendants – joined to ensure "complete relief" among the parties, see id. – are most needed.

CONCLUSION

This Order is not intended for publication. Nor is it intended to be included in or submitted to any online service such as Westlaw or Lexis.

Based on the foregoing, IT IS ORDERED THAT:

1. The Joint Motion of Rule 19 Owner Defendants for Judgment on the Pleadings **(Document No. 597)** is **denied**.

2. Menlo Park's Joinder **(Document No. 598)** and Penny Lane's Joinder **(Document No. 601)** are **denied** as moot.

Dated this 28th day of September, 2018.

/s/
Fernando M. Olguin
United States District Judge