

No. 20-56251

UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

APARTMENT ASSOCIATION OF LOS ANGELES COUNTY, INC.,
DBA APARTMENT ASSOCIATION OF GREATER LOS ANGELES
Plaintiff-Appellant,

v.

CITY OF LOS ANGELES, et al.
Defendants-Appellees,

ALLIANCE OF CALIFORNIANS FOR COMMUNITY
EMPOWERMENT ACTION and STRATEGIC ACTIONS
FOR A JUST ECONOMY
Intervenors/Defendants-Appellees.

Appeal from the United States District Court for the
Central District of California
(No. 2:20-cv-05193-DDP-JEM)
Honorable Judge Dean D. Pregerson

**BRIEF OF *AMICI CURIAE* LOCAL GOVERNMENTS IN
SUPPORT OF DEFENDANTS-APPELLEES AND AFFIRMANCE**

Jonathan B. Miller
LiJia Gong
jon@publicrightsproject.org
PUBLIC RIGHTS PROJECT
4096 Piedmont Ave. #149
Oakland, CA 94611
Tel: (646) 831-6113
*Counsel for Amici
Local Government*

Celia Meza
Benna Ruth Solomon
Stephen J. Kane
Rebecca Hirsch
CITY OF CHICAGO
DEPARTMENT OF LAW
2 North LaSalle St., Suite 580
Chicago, Illinois 60602
Counsel for the City of Chicago

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<i>Block v. Hirsh</i> , 256 U.S. 135 (1921)	24
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<i>S. Bay United Pentecostal Church v. Newsom</i> , 590 U.S. ___, 140 S. Ct. 1613 (2020)	8
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<i>Sveen v. Melin</i> , 138 S. Ct. 1815 (2018)	21, 23
<i>Troy, Ltd. v. Renna</i> , 727 F.2d 287 (3d Cir. 1984)	22
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OTHER AUTHORITIES

Aaron Gottlieb & Jessica W. Moose, <i>The Effeect of Eviction on Maternal Criminal Justice Involvement</i> , 4 SOCIUS: SOCIO. RES. DYNAMIC WORLD 6-10 (2018).	20
Alex Wigglesworth, <i>More Contagious Coronavirus Strain Detected in L.A. County as Total Cases Top 1 Million</i> , L.A. TIMES (Jan. 16, 2021).	3
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Justin Sheen, et al., <i>The Effect of Eviction Moratoriums on the Transmission of SARS-CoV-2</i> , MEDRXIV (Nov. 1 2020).....	10
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Matthew Desmond & Carl Gershenson, <i>Housing and Employment Insecurity Among the Working Poor</i> , 63 SOC. PROBLEMS 54, 59 (2016)	17
Matthew Desmond, <i>Poor Black Women Are Evicted at Alarming Rates, Setting Off a Chain of Hardship</i> , MACARTHUR FOUND. (Mar. 2014)	19
Matthew Desmond & Rachel T. Kimbro, <i>Eviction’s Fallout: Housing, Hardship, and Health</i> , 94 SOC. FORCES 310-19 (2015)	20
Matthew Desmond & Tracey Shollenberger, <i>Forced Displacement from Rental Housing: Prevalence and Neighborhood Consequences</i> , 52 DEMOGRAPHY 1760-69 (2015)	20
National Academies of Sciences, Engineering, & Medicine, AIRBORNE TRANSMISSION OF SARS-CoV-2: PROCEEDINGS OF A WORKSHOP—IN BRIEF, (DC: The National Academic Press) (2020)	11
<i>People Experiencing Homelessness</i> , CTRS. FOR DISEASE CONTROL & PREVENTION	13
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Sydney Ember, <i>Unemployment Claims Rise Sharply, Showing New Economic Pain</i> , N.Y. TIMES (Jan. 14, 2021).....	15
<i>Tracking the COVID-19 Recession’s Effects on Food, Housing, and Employment Hardships</i> , CTR. ON BUDGET & POL’Y PRIORITIES (Jan. 15, 2021).....	7
Vianna Davila, <i>Coronavirus Hot Spots in Texas Homeless Shelters Highlight Challenges Unsheltered Residents Face Social Distancing, Staying Clean</i> , TEX. TRIB. (May 24, 2020)	13
William Damon et al., <i>Residential Eviction Predicts Initiation of or Relapse into Crystal Methamphetamine Use Among People Who Inject Drugs</i> , 41 J. PUB. HEALTH 38-43 (2018).....	20

INTERESTS OF *AMICI CURIAE*

Amici are local governments across the United States that are responsible for the health and well-being of their communities and have been on the frontlines of fighting and mitigating the COVID-19 pandemic.¹ Combined, *amici* comprise over 12.4 million people in 12 states. *Amici* vary in size and are situated in regions across the country with different political realities. To ensure an effective public health and economic response in support of our residents, local and state governments must be able to adopt and flexibly tailor necessary policies such as eviction moratoriums and other housing stabilization measures. Accordingly, *amici* have a substantial interest in the outcome of this litigation.

Many of the *amici* local governments operate hospitals and clinics, run emergency response systems (including EMT departments and ambulance transport), and/or administer public health departments. Local governments engage in COVID-19 testing, contact tracing,

¹ *Amici* are the cities of Alameda, Albuquerque, Austin, Berkeley, Cambridge, Chelsea, Chicago, Columbus, Dallas, Dayton, Gary, Menlo Park, Oakland, Portland, Sacramento, Santa Monica, Seattle, Somerville, St. Paul, Tempe, Tucson, the County of Santa Clara, and Travis County Judge Andy Brown.

vaccination, and public education. Cities and counties regulate the scope and capacity of business operations, social distancing, mask requirements, and other aspects of health and safety. Through these efforts, local governments seek to limit the spread of COVID-19, deliver healthcare to those who need it, and strike a sensible balance between public health precautions and economic activity informed by scientific evidence. Because of these functions, *amici* have a distinct understanding of the crucial importance of eviction moratoriums, like the one at issue here.

Amici also have an important fiscal stake in protecting public health and maintaining tenant protections. Increased incidence of COVID-19 and the short- and long-term downstream effects of eviction, which includes homelessness, contact with the criminal justice system, and employment instability, result in significant costs to local government that provide services to the most vulnerable. Without eviction moratoriums and other housing stabilization efforts, the need

for funding and services will overwhelm *amici*'s budgets, at a time when they are, at best, frozen at prior levels, but more likely shrinking.²

INTRODUCTION

Over 406,000 Americans already have died of COVID-19 and over 24 million have become infected with the virus.³ In this most recent wave of the virus, the death toll leapt from 300,000 to 400,000 in less than five weeks.⁴ On January 16, 2021, Los Angeles County surpassed one million cases of COVID-19.⁵ The Centers for Disease Control and Prevention ("CDC") warn that the highly transmissible variant of SARS-CoV-2, B.1.1.7 (commonly known as the "U.K. variant") has the

² Pursuant to Rule 29(a)(4)(E) of the Federal Rules of Appellate Procedure, undersigned *amici curiae* hereby certify that no party's counsel authored this brief in whole or in part; no party or party's counsel contributed money that was intended to fund the preparation or submittal of this brief; and no person—other than *amici curiae*, its members, or its counsel—contributed money that was intended to fund the preparation or submittal of this brief. Pursuant to Federal Rule of Appellate Procedure 29(a) and Circuit Rule 29-2(a), *amici curiae* attest that all parties to this appeal have consented to the filing of this brief.

³ *Coronavirus in the U.S.: Latest Map and Case Count*, N.Y. TIMES (Jan. 21, 2020), <https://www.nytimes.com/interactive/2020/us/coronavirus-us-cases.html>.

⁴ *Id.*

⁵ Alex Wigglesworth, *More Contagious Coronavirus Strain Detected in L.A. County as Total Cases Top 1 Million*, L.A. TIMES (Jan. 16, 2021), <https://www.latimes.com/california/story/2021-01-16/more-contagious-strain-of-coronavirus-la-county-1-million-cases>.

potential to further increase the disease trajectory in the coming months.⁶ Despite the first glimmers of hope from vaccination, the winter and spring months (at the very least) will be challenging ones as governments at all levels use all of their available policy tools to mitigate transmission and save lives. Against this backdrop, this appeal seeks to challenge the City of Los Angeles' eviction moratorium.

During this unprecedented and ongoing crisis, local and state governments have been on the frontlines responding to the grave public health and economic impacts of COVID-19 pandemic. At a crucial intersection of health and welfare, and integral to that overall response, is housing security. Across America, local and state governments—through a variety of means, including legislative actions, executive orders, and judicial rules—have restricted or barred eviction proceedings during some or all of the current pandemic. Research shows that these emergency measures have effectively reduced the spread of the novel coronavirus.

⁶ Summer E. Galloway, et al., *Emergence of SARS-CoV-2 B.1.1.7 Lineage — United States, December 29, 2020–January 12, 2021*, Centers for Disease Control and Prevention (Jan. 15, 2021), https://www.cdc.gov/mmwr/volumes/70/wr/mm7003e2.htm?s_cid=mm7003e2_e.

In short summation, this Court should reject all of Appellant's arguments challenging L.A., Cal., Ordinance 186585 (Mar. 31, 2020) and L.A., Cal., Ordinance 186606 (May 12, 2020) (hereinafter, the "eviction moratorium") and affirm the decision below. First, robust public health research demonstrates that eviction moratoriums are an essential policy tool to reduce the spread of COVID-19 by limiting overcrowding and homelessness and enabling residents to socially distance. Additionally, by maintaining the economic welfare of tenants, the moratorium protects individuals and neighborhoods against the dangers and risks associated with evictions, including health and safety harms. These housing stability safeguards are crucial as a matter of both public health and economic response to the current public health and economic crises.

Second, the eviction moratorium does not substantially impair a landlord's contractual rights with tenants. The moratorium follows established precedent, which has upheld similar responses to recessions and significant economic downturns, even without the additional challenges imposed by a global pandemic in the current moment. Appellant's expansive and incorrect reading of the Contracts Clause of

the U.S. Constitution unduly limits state and local governmental authority to enact regulatory measures to safeguard the welfare of their residents during a crisis.

ARGUMENT

I. THE EVICTION MORATORIUM PROMOTES THE PUBLIC HEALTH AND ECONOMIC WELFARE OF LOS ANGELES RESIDENTS

The Los Angeles eviction moratorium, like similar eviction restrictions and housing security measures adopted by localities and states across the country,⁷ protects public health and economic security in the face of the COVID-19 pandemic and the subsequent economic downturn. The eviction moratorium is a crucial tool to reduce and

⁷ The City of Seattle’s eviction moratorium, for example, prohibits all residential evictions except when a tenant’s actions pose “an imminent threat to the health or safety of neighbors, the landlord, or the tenant’s or landlord’s household members.” *El Papel LLC v. Inslee*, No. 2:20-CV-01323-RAJ-JRC, 2020 WL 8024348, at *1 (W.D. Wash. Dec. 2, 2020), *report and recommendation adopted*, No. 2:20-CV-01323-RAJ-JRC, 2021 WL 71678 (W.D. Wash. Jan. 8, 2021) (upholding the City of Seattle’s eviction moratorium). Chicago’s eviction moratorium prohibits landlords from issuing a notice of termination of tenancy for failure to pay rent due to a “COVID-19 Impact,” except in conformity with specific procedures for negotiating payment of rent by affected tenants. *Journal of Proceedings of Chicago City Counsel*, pp. 17879-17884 (June 17, 2020).

mitigate the spread of COVID-19, a virus that has affected all of our communities, and has disproportionately harmed communities of color.⁸

Such exercise of governmental authority to protect public health and economic security is well established so long as the regulations have a rational connection with the promotion of public health and safety. *See Kelley v. Johnson*, 425 U.S. 238, 247 (1976); *Laurel Hill Cemetery v. City & Cty. of S.F.*, 93 P. 70, 72 (Cal. 1907) (“[S]upervisors have power to pass ordinances placing such restrictions upon the use of any property or the conduct of any business as may be necessary for the public health. Such ordinances must, of course, bear a rational relation to the object sought to be attained.”) (internal citations omitted); *see also N.Y. State Rest. Ass’n v. N.Y.C. Bd. of Health*, 556 F.3d 114, 134 (2d

⁸ *See, e.g.*, Richard A. Oppel et al., *The Fullest Look Yet at the Racial Inequity of Coronavirus*, N.Y. TIMES (July 5, 2020), <https://www.nytimes.com/interactive/2020/07/05/us/coronavirus-latinos-african-americans-cdc-data.html>; COVID-19 Hospitalization and Death by Race/Ethnicity, U.S. CTRS. FOR DISEASE CONTROL & PREVENTION (Nov. 30, 2020), <https://www.cdc.gov/coronavirus/2019-ncov/covid-data/investigations-discovery/hospitalization-death-by-race-ethnicity.html#footnote01>; *Tracking the COVID-19 Recession’s Effects on Food, Housing, and Employment Hardships*, CTR. ON BUDGET & POL’Y PRIORITIES (Jan. 15, 2021), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-recessions-effects-on-food-housing-and>.

Cir. 2009) (recognizing tradition of local health and safety regulation and upholding local public health ordinance as reasonable).⁹

A. Research Shows that Eviction Moratoriums Reduce the Spread of COVID-19

Robust research demonstrates that eviction moratoriums are effective public health interventions that have been proven to reduce COVID-19 infection rates. In one study from November 2020, researchers used the eviction moratoriums instituted between March 13 and April 30 by 43 states and the District of Columbia as a natural experiment.¹⁰ Researchers compared public health outcomes in states

⁹ Federal and state courts have upheld public health measures, including eviction moratoriums, on this basis in the context of COVID-19. *S. Bay United Pentecostal Church v. Newsom*, 590 U.S. ___, 140 S. Ct. 1613, 1613-14 (2020) (Roberts, C.J., concurring); *Friends of Danny Devito v. Wolf*, 227 A.3d 872 (Pa. 2020) (holding that the Pennsylvania Governor could close all “non-life-sustaining” businesses by executive order); *El Papel*, 2021 WL 71678 (W.D. Wash. Jan. 8, 2021) (upholding eviction moratorium); *Baptiste v. Kennealy*, No. 1:20-cv-11335-MLW, 2020 WL 5751572 (D. Mass. Sept. 25, 2020) (same); *HAPCO v. City of Philadelphia*, No. 20-3300, 2020 WL 5095496 (E.D. Pa. Aug. 27, 2020) (same); *Matorin v. Massachusetts*, Civil Action No. 20-CV-01334 (Mass. Sup. Ct. Aug. 26, 2020) (same); *Auracle Homes, LLC v. Lamont*, No. 3:20-cv-0829 (VAB), 2020 WL 4558682 (D. Conn. Aug. 7, 2020) (same); *Elmsford Apt. Assocs., LLC v. Cuomo*, 469 F.Supp.3d 148 (S.D.N.Y. 2020) (same).

¹⁰ Kathryn M. Leifheit et al., *Expiring Eviction Moratoriums and COVID-19 Incidence and Mortality* (Nov. 30, 2020),

where the government lifted moratoriums to those that left them in place. Using regression analysis to control for other differences among the states, including mask orders, stay at home orders, school closures, and testing rates, the research showed that states that lifted their eviction moratoriums saw 1.6 times as many deaths as ones that left their eviction moratoriums in place seven weeks after lifting their moratoriums. Sixteen weeks after lifting their moratoriums, states saw 2.1 times as many cases and 5.4 times as many deaths. Lifting the eviction moratoriums translated to a total of 433,700 excess cases of COVID-19 and 10,700 excess deaths between March 1 and September 3.

In another study published in November 2020, researchers used an epidemiological model to quantify the effect of evictions on the transmission of COVID-19 and applied the model to the City of Philadelphia.¹¹ The model assumes that evictions result in “doubling up” by merging each evicted household with one randomly-selected household in the network. According to the simulation, the risk of

<https://ssrn.com/abstract=3739576>.

¹¹ Justin Sheen, et al., *The Effect of Eviction Moratoriums on the Transmission of SARS-CoV-2*, MEDRXIV (Nov. 1 2020), <https://www.medrxiv.org/content/10.1101/2020.10.27.20220897v1.full>.

COVID-19 infection would increase 1.4 times in households that double up and 1.3 for all other households in Philadelphia. If evictions had continued at the pre-pandemic rates in the absence of any regulation, COVID-19 would infect an approximately additional 7,200 individuals.¹²

B. The Eviction Moratorium Promotes Public Health and Safety by Reducing Overcrowding and Ensuring that Residents Have Stable Housing in which to Social Distance

Due to the nature of the virus, how it spreads, and the best strategies for mitigation, eviction moratoriums are one of the most effective policies to combat COVID-19. This highly transmissible virus spreads through direct person-to-person contact, indirect surface contact, and the exposure to infectious droplets and aerosols.¹³ COVID-19 is most commonly transmitted through breathing, coughing, and talking; infected persons emit respiratory plumes that extend approximately five feet.¹⁴ Indoor environments without sufficient

¹² *Id.* at 10-11.

¹³ National Academies of Sciences, Engineering, & Medicine, AIRBORNE TRANSMISSION OF SARS-CoV-2: PROCEEDINGS OF A WORKSHOP—IN BRIEF, (DC: The National Academic Press) (2020), <https://www.nap.edu/read/25958/chapter/1>.

¹⁴ Li Liu, et al., *Short-range Airborne Transmission of Expiratory Droplets Between Two People*, 27 INDOOR AIR: INT'L J. OF INDOOR ENV'T &

ventilation can further extend this distance.¹⁵ Consequently, the most effective pandemic mitigation strategies include social distancing, self-quarantining, hand-washing and other hygiene practices, masking, and limiting or restricting indoor gatherings.¹⁶ Eviction and housing displacement forces families into crowded residential environments and homelessness, which increases new contact with others and makes compliance with pandemic health guidelines difficult or impossible.

Doubling up and residential crowding drive the spread of COVID-19.¹⁷ Multiple studies have found that neighborhoods with a higher

HEALTH 452–462 (2017), <https://onlinelibrary.wiley.com/doi/abs/10.1111/ina.12314>.

¹⁵ Hua Qian, et al., *Indoor Transmission of SARS-CoV2*, INDOOR AIR (2020) at 1, <https://onlinelibrary.wiley.com/doi/epdf/10.1111/ina.12766>.

¹⁶ *How to Protect Yourself & Others*, CTRS. FOR DISEASE CONTROL AND PREVENTION, <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html> (last updated Dec. 31, 2020); *Social Distancing Keep a Safe Distance to Slow the Spread*, CTRS. FOR DISEASE CONTROL AND PREVENTION, <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html> (last updated Nov. 17, 2020).

¹⁷ Sheen, *supra* note 11; Qifang Bi, et al., *Epidemiology and Transmission of COVID-19 in 391 Cases and 1286 of Their Close Contacts in Shenzhen, China: A Retrospective Cohort Study*, 20 LANCET INFECTIOUS DISEASES 911-919 (2020), [https://www.thelancet.com/journals/laninf/article/PIIS1473-3099\(20\)30287-5/fulltext](https://www.thelancet.com/journals/laninf/article/PIIS1473-3099(20)30287-5/fulltext) (showing that individuals are at particularly high risk of contracting COVID-19 from others in their household).

proportion of overcrowded homes have higher rates of infection, with greater risks especially for the elderly living in close quarters with younger people.¹⁸ Household members cannot effectively socially distance when they share common areas such as restrooms and may even share sleeping quarters. Essential workers in sectors with exposure to the general public, like food service and healthcare, also face disproportionate overcrowding, heightening the risk of overcrowding-related COVID-19 exposure to themselves, their households, and the community.¹⁹

Homelessness also increases the spread of COVID-19. Crowded spaces and shared facilities are commonplace in homeless shelters. In many cases, people facing homelessness will sleep in cars or outdoors and be forced to use public facilities. In these environments, it is nearly

¹⁸ *COVID-19 Cases in New York City, a Neighborhood-Level Analysis*, NYU FURMAN CTR. (Apr. 10, 2020), <https://furmancenter.org/thestoop/entry/covid-19-cases-in-new-york-city-a-neighborhood-level-analysis>; see also Jackie Botts & Lo Bénichou, *The Neighborhoods Where COVID Collides with Overcrowded Homes*, CALMATTERS (updated June 26, 2020), <https://calmatters.org/projects/california-coronavirus-overcrowded-neighborhoods-homes/>.

¹⁹ Marisol Cuellar Mejia & Paulette Cha, *Overcrowded Housing and COVID-19 Risk Among Essential Workers*, PUB. POL'Y INST. OF CAL. (May 12, 2020), <https://www.ppic.org/blog/overcrowded-housing-and-covid-19-risk-among-essential-workers/>.

impossible for people experiencing homelessness to take recommended precautions to avoid contracting COVID-19, such as avoiding public spaces and frequent handwashing.²⁰ Consequently, as individuals experiencing homelessness crowd into shelters without resources to fully implement safe practices, these shelters have become hotspots for community spread, threatening broader public health.²¹ In Los Angeles, shelters on Skid Row and elsewhere are facing outbreaks and providers are “overwhelmed.”²²

C. The Eviction Moratorium Promotes Public Health and Safety by Maintaining Economic Welfare

The eviction moratorium is also essential to maintaining the economic security of Los Angeles residents. The severe harms caused by

²⁰ *People Experiencing Homelessness*, CTRS. FOR DISEASE CONTROL & PREVENTION, <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/homelessness.html> (last updated August 10, 2020).

²¹ *See, e.g.,* Vianna Davila, *Coronavirus Hot Spots in Texas Homeless Shelters Highlight Challenges Unsheltered Residents Face Social Distancing, Staying Clean*, TEX. TRIB. (May 24, 2020), <https://www.texastribune.org/2020/05/24/texas-homeless-shelters-coronavirus-houston-austin-dallas/>.

²² Doug Smith, *L.A. Homeless Sites ‘Overwhelmed’ by COVID-19: ‘These Are The Toughest Times,’* L.A. TIMES (Jan. 3, 2021), <https://www.latimes.com/homeless-housing/story/2021-01-03/homeless-shelters-coronavirus-surge-hospitals>.

the nearly unparalleled national economic crisis instigated by the pandemic imperil the public welfare of our communities.

Our residents are struggling economically. Between February and April of this year, the national unemployment rate increased from a low of 3.5% to a peak of 14.7%.²³ Although more than half of the 22 million jobs lost last spring have been regained, a new surge of infections has prompted shutdowns and layoffs that have dramatically weakened the recovery. The United States lost 140,000 jobs in December, and initial claims for state unemployment benefits rose sharply in the beginning of this year, exceeding one million for the first time since July.²⁴ As of November, the latest month for which state-level data is available, the unemployment rate in the City of Los Angeles is 10.5%, as compared to 7.9% statewide.²⁵

²³ *Civilian Unemployment Rate*, U.S. Bureau of Lab. Stat. <https://www.bls.gov/charts/employment-situation/civilian-unemployment-rate.htm> (last visited Jan. 21, 2021).

²⁴ Sydney Ember, *Unemployment Claims Rise Sharply, Showing New Economic Pain*, N.Y. TIMES (Jan. 14, 2021), <https://www.nytimes.com/2021/01/14/business/economy/unemployment-claims.html>.

²⁵ Los Angeles Area Economic Summary, U.S. BUREAU OF LAB. STAT., (Jan. 7, 2021), https://www.bls.gov/regions/west/summary/blssummary_losangeles.pdf.

Other indicators, such as rising food insecurity, further illustrate the economic peril that so many families across the country are facing. Nationally, enrollment in the Supplemental Nutrition Assistance Program (“SNAP” or “food stamps”) has increased by more than six million Americans since the beginning of the crisis,²⁶ and data from the U.S. Census Household Pulse Survey show that more Californians are facing food insufficiency than at any time it was measured.²⁷ Residents in our communities have lost their health care coverage, which places them at greater risk of further economic devastation should they fall ill.²⁸ Uninsured people may also face barriers in seeking medical care,

²⁶ Dottie Rosenbaum, *Boost SNAP to Capitalize on Program’s Effectiveness and Ability to Respond to Need*, CTR. ON BUDGET & POL’Y PRIORITIES (July 18, 2020), <https://cbpp.org/research/food-assistance/boost-snap-to-capitalize-on-programs-effectiveness-and-ability-to-respond>.

²⁷ Jared Call, *As COVID-19 Lockdown Worsens Hunger, California Must Increase Access to Food Benefits*, SACRAMENTO BEE (Dec. 23, 2020), <https://www.sacbee.com/opinion/california-forum/article247920205.html>.

²⁸ Stan Dorn, *The COVID-19 Pandemic and Resulting Economic Crash Have Caused the Greatest Health Insurance Losses in American History*, FAMILIES USA (July 17, 2020), <https://www.familiesusa.org/resources/the-covid-19-pandemic-and-resulting-economic-crash-have-caused-the-greatest-health-insurance-losses-in-american-history/>.

hampering the broader public health response to the COVID-19 pandemic.²⁹

Finally, due to surging unemployment and other economic factors, 1 in 6 of renters nationally reported that they were unable to pay their full September rent on time.³⁰ An August U.S. Census household pulse survey found a little over 16% of renters in the Los Angeles area were behind on their rent, and 42% of those renters answered that they were somewhat or very likely to face eviction in the next two months.³¹ One study estimates that up to 40 million renters nationwide could be at risk of eviction in the coming months³²—up from estimates of around 20

²⁹ Jennifer Tolbert, *What Issues Will Uninsured People Face with Testing and Treatment for COVID-19?*, KAISER FAM. FDN. (Mar. 16, 2020), <https://www.kff.org/coronavirus-covid-19/fact-sheet/what-issues-will-uninsured-people-face-with-testing-and-treatment-for-covid-19/>.

³⁰ Annie Nova, *Millions of Americans May Not be Able to Pay Their Rent in October*, CNBC (Oct. 2, 2020), <https://www.cnbc.com/2020/10/02/millions-of-americans-may-not-be-able-to-pay-rent-in-october.html>.

³¹ Carolina Reid & Meg Heisler, *The Ongoing Housing Crisis: California Renters Still Struggle to Pay Rent Even as Counties Re-Open*, TERNER CTR. FOR HOUSING INNOVATION (Oct. 2, 2020), <https://turnercenter.berkeley.edu/research-and-policy/ongoing-housing-crisis/>.

³² Emily Benfer et al., *The Covid-19 Eviction Crisis: An Estimated 30-40 Million People In America Are At Risk*, NAT'L LOW INCOME HOUSING COALITION (Aug. 7, 2020), https://nlihc.org/sites/default/files/The_Eviction_Crisis_080720.pdf.

million at risk in June.³³ These issues compound in a vicious cycle: for instance, while unemployment can cause difficulty in paying rent, housing insecurity also leads to job loss among low-income workers.³⁴ If left unaddressed, these intersecting crises will only accelerate the economic downturn.

Black and Latinx families have been disproportionately harmed by the economic downturn.³⁵ Many Black and Latinx individuals work in jobs deemed essential without adequate safety precautions, which has placed them at greater risk of exposure to the virus. Compared to

³³ Katherine Lucas McKay et al., *20 Million Renters Are at Risk of Eviction; Policymakers Must Act Now to Mitigate Widespread Hardship*, ASPEN INST. (June 19, 2020), <https://www.aspeninstitute.org/blog-posts/20-million-renters-are-at-risk-of-eviction/>.

³⁴ Matthew Desmond & Carl Gershenson, *Housing and Employment Insecurity Among the Working Poor*, 63 SOC. PROBLEMS 54, 59 (2016) (finding that forced moves, including evictions, increase the likelihood of job loss among low-income workers by 15 to 22%).

³⁵ See, e.g., Carlos Ballesteros, *Working from Home not an Option for Most Black, Latino Workers During Coronavirus Crisis*, CHI. SUN TIMES (Apr. 9, 2020), <https://chicago.suntimes.com/coronavirus/2020/4/9/21212043/coronavirus-covid-19-racial-disparity-black-latino-workers-work-from-home>.

white renters, twice the number of adult Black and Latinx renters express doubts about their ability to pay rent on time.³⁶

Amici have particularly strong economic interests in keeping people housed during this crisis. Stable housing is associated with maintaining stable employment, which is especially important during a time when so many people are already at risk of losing their jobs and businesses are struggling. Job loss and evictions compromise family savings, which in turn “put[s] pressure on city budgets” by increasing the likelihood that people turn to public benefits.³⁷ Employers are harmed when workers can no longer continue at a job because of a change in their housing.

Confronted with this potential economic devastation, the decision by the Los Angeles City Council, in common with other local governments, to impose an eviction moratorium is a reasonable—and

³⁶ Joseph Llobrera et al., *New Data: Millions Struggling to Eat and Pay Rent*, CTR. ON BUDGET & POL’Y PRIORITIES (Sept. 23, 2020), <https://www.cbpp.org/research/poverty-and-inequality/new-data-millions-struggling-to-eat-and-pay-rent>.

³⁷ See, e.g., Signe-Mary McKernan, et al., *Thriving Residents, Thriving Cities: Family Financial Security Matters for Cities*, URBAN INST. (Apr. 21, 2016), <https://www.urban.org/research/publication/thriving-residents-thriving-cities-family-financial-security-matters-cities>.

even necessary—regulation to ensure the economic stability and health and safety of the public. Even before the pandemic, studies have found that evictions cause severe and negative health and safety impacts on affected households and their communities, with particularly pernicious effects on low-income communities and communities of color.³⁸ Evictions increase the likelihood of contact with the criminal justice system,³⁹ employment instability,⁴⁰ maternal hardship and depression,⁴¹ relocation to higher-poverty and higher-crime neighborhoods,⁴² drug use,⁴³ and poor health, particularly for children exposed to toxins,

³⁸ See Matthew Desmond, *Poor Black Women Are Evicted at Alarming Rates, Setting Off a Chain of Hardship*, MACARTHUR FOUND. (Mar. 2014), https://www.macfound.org/media/files/HHM_Research_Brief_-_Poor_Black_Women_Are_Evicted_at_Alarming_Rates.pdf.

³⁹ Aaron Gottlieb & Jessica W. Moose, *The Effect of Eviction on Maternal Criminal Justice Involvement*, 4 SOCIUS: SOCIO. RES. DYNAMIC WORLD 6-10 (2018).

⁴⁰ Matthew Desmond & Rachel T. Kimbro, *Eviction's Fallout: Housing, Hardship, and Health*, 94 SOC. FORCES 310-19 (2015).

⁴¹ *Id.* at 54-61.

⁴² Matthew Desmond & Tracey Shollenberger, *Forced Displacement from Rental Housing: Prevalence and Neighborhood Consequences*, 52 DEMOGRAPHY 1760-69 (2015).

⁴³ See, e.g., William Damon et al., *Residential Eviction Predicts Initiation of or Relapse into Crystal Methamphetamine Use Among People Who Inject Drugs*, 41 J. PUB. HEALTH 38-43 (2018); see also Ashley C. Bradford & W. David Bradford, *The Effect of Evictions on*

stress, and other dangerous conditions resulting from homelessness or substandard, overcrowded housing.⁴⁴

* * * *

Given the extensive public health and economic welfare impacts of a potential wave of mass evictions and given the centrality of housing stability to the public health response to COVID-19, the City of Los Angeles' decision to temporarily halt nonpayment evictions was not only reasonable, but it was the correct choice.⁴⁵

II. THE EVICTION MORATORIUM DOES NOT VIOLATE THE CONTRACTS CLAUSE

The Contracts Clause allows states to use police powers to impair private contractual obligations according to a three-part test set forth in *Energy Reserves Group v. Kansas Power & Light Company* is met. 459

Accidental Drug and Alcohol Mortality, 55 HEALTH SERV. RES. 15-16 (2020).

⁴⁴ Allyson E. Gold, *No Home for Justice: How Eviction Perpetuates Health Inequity among Low-Income and Minority Tenants*, 24 GEO. J. POVERTY L. & POL'Y 70-73 (2016).

⁴⁵ In doing so, the Los Angeles City Council lawfully relied on the findings of the Governor and the Mayor in their executive orders. See *Renton v. Playtime Theatres*, 475 U.S. 41, 51-52 (1986) (concluding that when addressing an issue already addressed by other jurisdictions or authorities, states and local governments are granted deference to rely on evidence generated by other jurisdictions or authorities, so long as it is reasonably relevant to the problem).

U.S. 400, 411-12 (1983); *see also* *Home Bldg. & Loan Ass’n v. Blaisdell*, 290 U.S. 398, 434 (1934) (holding that states could use their police powers to protect citizens from economic harms by modifying private contracts). Under *Energy Reserves*, a court must (1) determine if a law substantially impairs private contractual rights. If it does, such a restriction can be upheld if (2) the state has a “significant and legitimate public purpose behind the regulation”; and (3) the adjustments of contractual rights and responsibilities were based on reasonable conditions and tailored to the public purpose supporting the legislation. 459 U.S. at 411-13; *see also* *Sveen v. Melin*, 138 S. Ct. 1815, 1822 (2018) (collapsing parts two and three above into an inquiry about “the means and ends of the legislation”). “The law affords States a wide berth to infringe upon private contractual rights when they do so in the public interest.” *Elmsford Apt. Assocs., LLC v. Cuomo*, 469 F. Supp. 3d 148, 169 (S.D.N.Y. 2020) (citing *U.S. Tr. Co. of N.Y. v. N.J.*, 431 U.S. 1, 16 (1977)). The eviction moratorium does not meet the threshold requirements of a substantial impairment, but even if it did, the regulation has several significant purposes and is tailored to the purposes for the legislation.

A. The Eviction Moratorium Does Not Substantially Impair Private Contractual Rights

The eviction moratorium does not substantially impair landlords' contractual rights. Among other things, past regulation of the industry is relevant as to whether the regulation in question constitutes a substantial impairment. *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 242 n.13 (1978) (citing *Veix v. Sixth Ward Bldg. & Loan Ass'n*, 310 U.S. 32, 38 (1940)); *see also Elmsford Apt. Assocs.*, 469 F. Supp. 3d at 169 (“[T]he extent to which such impairment qualifies as substantial, ‘is affected by whether the relevant party operates in a heavily regulated industry.’”) (quoting *Sullivan v. Nassau Cty. Interim Fin. Auth.*, 959 F.3d 54, 64 (2d Cir. 2020)). Additionally, “the landlord-tenant relationship is, if nothing else, heavily regulated.” *Chicago Bd. of Realtors, Inc. v. Chicago*, 819 F.2d 732, 736-37 (7th Cir. 1987) (explaining that tenant-protective measures, such as limits on late fees and maintenance requirements, are subject to lesser scrutiny under the substantial impairment standard); *see also Troy, Ltd. v. Renna*, 727 F.2d 287, 297 (3d Cir. 1984) (concluding that prolonging the length of time a landlord was barred from evicting a tenant was not a substantial impairment because the tenancy was already regulated by the state);

Elmsford Apt. Assocs., 469 F. Supp. 3d at 172; *see also HAPCO v. City of Philadelphia*, No. 20-3300, 2020 WL 5095496, at *18 -*19 (E.D. Pa. Aug. 27, 2020) (similarly reasoning that an eviction moratorium, rent repayment grace period, and ban on late fees was not a substantial impairment because they “merely postpone the date on which landlords may commence” eviction proceedings and collect full rent from their tenant).

In determining substantial impairment, the Supreme Court has “considered the extent to which the law undermines the contractual bargain, interferes with a party’s reasonable expectations, and prevents the party from safeguarding or reinstating his rights.” *Sveen*, 136 S. Ct. at 1822 (internal citations omitted). Even laws that make a “significant change” do not necessarily constitute a “substantial impairment.” *Id.* (concluding that Minnesota revocation-on-divorce statute did not substantially impair pre-existing contractual arrangements). The City’s eviction moratorium and the rent repayment grace period imposes a temporary restraint on a landlord’s ability to take action for nonpayment. It does not extinguish the right to collect future rent from

tenants or extinguish payments that are due. Accordingly, it is not a substantial impairment and the analysis could stop here.

B. The Eviction Moratorium Fulfills a Significant and Legitimate Public Purpose

Whatever the impairment of private contractual rights, the eviction moratorium is, in any event, permissible because it serves a significant public purpose. The “remedying of a broad and general social or economic problem” constitutes a significant and legitimate public purpose that justifies impairing private contracts. *Energy Reserves*, 459 U.S. at 411-12. This “authority retained by the state over contracts to safeguard the vital interests of its people . . . extends to economic needs” *Veix*, 310 U.S. at 38-39 (upholding state restriction on withdrawal of funds).

In prior crises, the Supreme Court has held that protecting the stability of the nation’s economy constituted a significant and legitimate public purpose that justified the impairment of contractual rights. *See id.*; *see also U.S. Tr. Co. of New York*, 431 U.S. at 22 n.19 (citations omitted) (explaining that the existence of an emergency and limited duration of a policy are factors to be assessed but are not dispositive when determining the existence of a legitimate public purpose). In *Veix*,

“the weakness in the financial system” after the Great Depression justified substantial impairment of building and loan associations’ contracts because it protected the public from widespread harm resulting from further depression of real estate values. 310 U.S. at 38-39. In *Block v. Hirsh*, the Supreme Court upheld a temporary rent control law in the District of Columbia implemented because of a national housing shortage after World War I. 256 U.S. 135 (1921).

Here, the City of Los Angeles has similarly acted to protect tenants from intertwined, once-in-a century public health and economic crises.⁴⁶ As discussed above, the eviction moratorium serves to limit the spread of COVID-19 and protect the public health of the state. Because losing access to stable housing is associated with an increased likelihood of job loss,⁴⁷ keeping people housed is also critical during the current economic crisis where so many have lost their jobs.

⁴⁶ See L.A., Cal., Ordinance 186585 (Mar. 31, 2020) (“[A]s a result of the public health emergency. . . many residents and businesses in the City of Los Angeles have experienced or expect soon to experience sudden and unexpected income loss”).

⁴⁷ See Desmond & Gershenson, *supra* note 34, at 54–61.

C. The Eviction Moratorium Is Reasonably Tailored to Protect the Public Health and Economic Welfare of Tenants During the COVID-19 Pandemic

Under the third prong of the Contracts Clause analysis, any substantial impairment to contractual relationships must be reasonable and tailored to the public purpose supporting the legislation. *Energy Reserves*, 459 U.S. at 412-13. Relevant factors include whether the state has declared an emergency, if the law is temporary in nature, and if the law is limited in its purpose, although no single factor is an “absolute requirement[].” *U.S. Tr. Co.*, 431 U.S. at 22 n.19; *see also Veix*, 310 U.S. at 39-40 (concluding there was no Contracts Clause violation when an emergency had passed but its effects remained even though the relief was not temporary); *Blaisdell*, 290 U.S. at 447-48 (concluding there was no Contracts Clause violation for a two-year moratorium on foreclosures). It is not an exacting standard, and the eviction moratorium meets this test handily.

The impact of the moratorium on rental contracts is reasonable and appropriately tailored in light of the emergency caused by the COVID-19 pandemic. The Mayor of Los Angeles declared a state of emergency on March 4, 2020 in response to COVID-19’s “imminent

threat to the public health.”⁴⁸ The eviction moratorium is an extension of the emergency declaration and lasts only during the local emergency period. Although the City Council can extend the emergency declaration, the Council must terminate the declaration “at the earliest possible date that conditions warrant.” L.A., Cal., Admin. Code, ch. 3, art. 3, § 8.31 (2020). Despite relatively low spread in the summer and fall, community transmission of COVID-19 is at an all-time high in Los Angeles, and the extension of the eviction moratorium is appropriately tailored to the dire public health circumstances. Moreover, after the eviction moratorium is lifted, landlords are free to file eviction suits in court or pursue back rent in small claims court. Indeed, the moratorium explicitly preserves tenants’ obligations to pay rent to landlords. L.A., Cal., Ordinance 186585, § 49.99.5 (Mar. 31, 2020).

Finally, the purpose of the regulation is to protect renters during unprecedented public health and economic crises. As discussed above, an eviction moratorium is an effective means to promote public health and economic welfare during the ongoing global pandemic both because keeping people inside and housed curbs the spread of the virus, and

⁴⁸ Executive Order, Declaration of Local Emergency (Mar. 4, 2020).

because ensuring housing stability contributes to job retention and strengthens local economies. Given the substantial public interest state and local governments have in maintaining both local public health and economic stability, temporary and limited regulations are a justified measure to take to support the public good. Accordingly, the eviction moratorium is reasonably tailored in duration and reach to support this crucial public purpose.

CONCLUSION

For all the foregoing reasons, the decision of the District Court should be affirmed.

Respectfully submitted,

/s/ Jonathan B. Miller

Jonathan B. Miller

LiJia Gong

PUBLIC RIGHTS PROJECT

4096 Piedmont Avenue #149

Oakland, CA 94611

jon@publicrightsproject.org

Tel: 646-831-6113

Counsel for Amici Local Governments

Celia Meza

Acting Corporation Counsel

Benna Ruth Solomon

Stephen J. Kane

Deputy Corporation Counsel

Rebecca Hirsch

Assistant Corporation Counsel

CITY OF CHICAGO

DEPARTMENT OF LAW

2 North LaSalle Street, Suite 580

Chicago, Illinois 60602

Counsel for the City of Chicago

Dated: January 21, 2021

LIST OF ADDITIONAL COUNSEL

YIBIN SHEN

City Attorney
2263 Santa Clara Avenue,
Room 280
Alameda, CA 94501
*Attorney for the City of
Alameda, California*

ESTEBAN A. AGUILAR, JR.

City Attorney
One Civic Plaza N.W.
4th Floor, Room 4072
Albuquerque, NM 87102
*Attorney for the City of
Albuquerque, New Mexico*

ANNE L. MORGAN

City Attorney
P.O. Box 1546
Austin, TX 78767-1546
*Attorney for the City of Austin,
Texas*

FARIMAH FAIZ BROWN

City Attorney
2180 Milvia Street, 4th Floor
Berkeley, CA 94704
*Attorney for the City of Berkeley,
California*

NANCY E. GLOWA

City Solicitor
795 Massachusetts Avenue
Cambridge, MA 02139
*Attorney for the City of
Cambridge, Massachusetts*

CHERYL WATSON FISHER

City Solicitor
500 Broadway
Room 307
Chelsea, MA 02150
*Attorney for the City of Chelsea,
Massachusetts*

ZACH KLEIN

City Attorney
77 North Front Street,
4th Floor
Columbus, OH 43215
*Attorney for the City of
Columbus, Ohio*

CHRISTOPHER J. CASO

Dallas City Attorney
1500 Marilla Street, Room 7DN
Dallas, TX 75201
*Attorney for the City of Dallas,
Texas*

BARBARA J. DOSECK

City Attorney
101 W. Third Street
P.O. Box 22
Dayton, OH 45401
*Attorney for the City of
Dayton, Ohio*

RODNEY POL, JR.
City Attorney
401 Broadway, Suite 101
Gary, IN 46402
*Attorney for the City of
Gary, Indiana*

CARA E. SILVER
Interim City Attorney
701 Laurel St.
Menlo Park, CA 94025
*Attorney for The City of Menlo
Park, California*

BARBARA J. PARKER
City Attorney
One Frank H. Ogawa Plaza,
6th Floor
Oakland, California 94612
*Attorney for the City of Oakland,
California*

ROBERT TAYLOR
Interim City Attorney
1221 SW Fourth Avenue,
Room 430
Portland, OR 97204
*Attorney for the City of Portland,
Oregon*

SUSANA ALCALA WOOD
City Attorney
915 I Street, Fourth Floor
Sacramento, CA. 95814
*Attorney for City of Sacramento,
California*

JAMES R. WILLIAMS
County Counsel
70 W. Hedding Street
East Wing, 9th Floor
San Jose, CA 95110
*Attorney for the County of
Santa Clara, California*

GEORGE S. CARDONA
Interim City Attorney
1685 Main Street, Third Floor
Santa Monica, CA 90401
*Counsel for the City of
Santa Monica, California*

LYNDSEY M. OLSON
City Attorney
400 City Hall and Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102
*Attorney for the City of Saint
Paul, Minnesota*

PETER S. HOLMES
City Attorney
701 Fifth Avenue, Suite 2050
Seattle, WA 98104-7097
*Attorney for the City of Seattle,
Washington*

FRANCIS X. WRIGHT, JR.
City Solicitor
93 Highland Avenue
Somerville, MA 02143
*Attorney for the City of
Somerville, Massachusetts*

JUDITH R. BAUMANN
City Attorney
21 East 6th Street, Ste. 201
Tempe, AZ 85281
*Attorney for the City of Tempe,
Arizona*

DELIA GARZA
Travis County Attorney
P. O. Box 1748
Austin, TX 78767
*Attorney for Travis County Judge
Andy Brown*

MICHAEL RANKIN
City Attorney
P.O. Box 27210
Tucson, AZ 85726
*Attorney for the City of
Tucson, Arizona*

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FOR THE NINTH CIRCUIT**

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/s/ Jonathan B. Miller
Jonathan B. Miller
PUBLIC RIGHTS PROJECT
4096 Piedmont Avenue #149
Oakland, CA 94611
jon@publicrightsproject.org