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 15 *CITY OF LOS ANGELES*

16
 17 IN THE UNITED STATES DISTRICT COURT
 18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19 LA ALLIANCE FOR HUMAN RIGHTS,
 20 et al.,

21 Plaintiffs,

22 v.

23 CITY OF LOS ANGELES, a Municipal
 24 entity, et al.,

25 Defendant.

CASE NO. 2:20-cv-02291 DOC (KES)

Honorable David O. Carter,
 United States District Judge

**JOINT STIPULATION SEEKING
 APPROVAL OF AGREEMENT
 REGARDING DISPUTES
 RELATING TO THE 2022
 SETTLEMENT AGREEMENT**

Action Filed: March 10, 2020

1 Defendant the City of Los Angeles, Plaintiffs LA Alliance for Human Rights,
2 Joseph Burk, Harry Tashdjian, Wenzial Jarrell, Karen Pinsky, Charles Malow, Charles
3 van Scoy, George Frem, Gary Whitter, and Leandro Suarez (collectively, “Plaintiffs”),
4 and Intervenors CANGRESS and LA Catholic Worker (collectively “Intervenors”;
5 together with the City and Plaintiffs, the “Parties”), by and through their respective
6 counsel of record, stipulate and agree as follows:

7 WHEREAS, in May 2022, Plaintiffs and the City entered into a Settlement
8 Agreement (the “2022 Settlement Agreement”), Dkt. 429-1, which the Court approved
9 on June 14, 2022, Dkt. 445.

10 WHEREAS, in May and June 2025, Plaintiffs, the City, and Intervenors
11 participated in an evidentiary hearing regarding alleged breaches of the 2022 Settlement
12 Agreement by the City.

13 WHEREAS, on June 24, 2025, the Court issued an order regarding the evidentiary
14 hearing. Dkt. 991.

15 WHEREAS, on July 3, 2025, the City appealed the June 24, 2025 order.
16 Dkt. 1014; Ninth Cir. Case No. 25-4623.

17 WHEREAS, Plaintiffs and Intervenors moved for attorneys’ fees and costs
18 associated with the May and June 2025 evidentiary hearing. Dkt. 1015, Dkt. 1022.

19 WHEREAS, on October 10, 2025, Plaintiffs and the City filed a Joint Request to
20 the Court regarding the Third-Party Monitor described in Section 7.2 of the 2022
21 Settlement Agreement. Dkt. 1045.

22 WHEREAS, on October 14, 2025, the Court appointed Daniel Garrie as the data
23 monitor under Section 7.2 of the 2022 Settlement Agreement. Dkt. 1048.

24 WHEREAS, on October 22, 2025, the City appealed the October 14, 2025 order,
25 and the Ninth Circuit stayed that order on December 4, 2025. *See* Dkt. 1053; Ninth Cir.
26 Case No. 25-6760, Dkt. 25.1.

1 WHEREAS, on November 7, 2025, the Court issued an Order to Show Cause
2 Regarding Contempt as to the City that set an evidentiary hearing to commence on
3 November 12, 2025. Dkt. 1066.

4 WHEREAS, the Court issued several additional orders regarding the scope of the
5 ongoing contempt evidentiary hearing initiated by the November 7, 2025 Order to Show
6 Cause. *See* Dkt. 1079; Dkt. 1094; Dkt. 1133; Dkt. 1148; Dkt. 1153.

7 WHEREAS, on November 10, 2025, Plaintiffs filed a brief raising concerns
8 regarding the contents of the City’s Quarterly Reports under Section 7.1 of the 2022
9 Settlement Agreement. Dkt. 1070.

10 WHEREAS, starting on November 12, 2025, the Parties began a contempt
11 evidentiary hearing in response to the Court’s Order to Show Cause, which was held on
12 the following dates: November 12, 2025, November 19, 2025, December 2, 2025,
13 December 4, 2025, December 15, 2025, December 18, 2025, January 12, 2026, February
14 10, 2026, and February 18, 2026. *See* Dkt. 1075; Dkt. 1092; Dkt. 1099; Dkt. 1104;
15 Dkt. 1110; Dkt. 1118; Dkt. 1134; Dkt. 1155; Dkt. 1172.

16 WHEREAS, on December 19, 2025, the City filed a motion to enforce Section 8.2
17 of the 2022 Settlement Agreement and that motion is fully briefed and remains pending
18 before the Court. Dkt. 1122; Dkt. 1122-1.

19 WHEREAS, since December 22, 2025, the Parties have engaged in extensive
20 mediation efforts to resolve the various disagreements between them with the assistance
21 of the Hon. André Birotte Jr.

22 WHEREAS, on January 6, 2026, the Court issued an order awarding Plaintiffs
23 and Intervenors attorneys’ fees and costs associated with the May and June 2025
24 evidentiary hearing. Dkt. 1127.

25 WHEREAS, on January 8, 2026, the City appealed the January 6, 2026 attorneys’
26 fees and costs order. Dkt. 1129; Ninth Cir. Case No. 26-221.

1 WHEREAS, on February 9, 2026, the City filed a petition for a writ of mandamus
2 regarding the Court’s expansion of the ongoing contempt evidentiary hearing. Ninth
3 Cir. Case No. 26-784.

4 WHEREAS, on February 18, 2026, the Court continued the contempt proceedings
5 and encouraged the Parties to work with Judge Birotte to reach an agreement on the
6 outstanding issues that would resolve the need for ongoing proceedings. Dkt. 1170.

7 WHEREAS, on May 5, 2026, the Parties agreed to a resolution of disputes among
8 the Parties, including those disputes at issue in the ongoing contempt evidentiary
9 hearing, the City’s appeals, the City’s mandamus petition, and the City’s Section 8.2
10 motion, in a written agreement attached here as **Exhibit 1** (the “2026 Agreement”).

11 WHEREAS, on May 5, 2026, the Los Angeles City Council approved by recorded
12 vote the 2026 Agreement and selected Nardello & Co. LLC (with a team led by Wendy
13 Wu) to serve as the data monitor under Section 7.2 of the 2022 Settlement Agreement.

14 WHEREAS, paragraph 18 of the 2026 Agreement requires that, following City
15 Council approval, the Parties submit the 2026 Agreement to the Court for approval.

16 ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED THAT:

17 1. In accordance with paragraph 18 of the 2026 Agreement, the Parties submit
18 the 2026 Agreement, attached as **Exhibit 1**, to the Court for approval.

19 2. The Parties jointly request that the Court approve the 2026 Agreement and:

- 20 a. conclude the ongoing contempt evidentiary hearing (specifically, the
21 hearing initiated by the orders appearing at Dkt. 1066, Dkt. 1079,
22 Dkt. 1094, Dkt. 1133, Dkt. 1148, and Dkt. 1153),
23 b. hear no further witness testimony, issue no rulings or findings in
24 connection with the ongoing contempt evidentiary hearing,
25 c. impose no contempt sanctions or other remedies in connection with
26 the ongoing contempt evidentiary hearing,
27
28

- d. deny as moot the City’s pending motion under Section 8.2, Dkt. 1122; Dkt. 1122-1, and
- e. appoint Nardello & Co. LLC (with a team led by Wendy Wu) to serve as the data monitor under Section 7.2 of the 2022 Settlement Agreement.

DATED: May 6, 2026

GIBSON, DUNN & CRUTCHER LLP

By: /s/ Bradley J. Hamburger
Bradley J. Hamburger

Attorneys for Defendant
CITY OF LOS ANGELES

DATED: May 6, 2026

UMHOFER, MITCHELL & KING, LLP

By: /s/ Elizabeth A. Mitchell
Elizabeth A. Mitchell

Attorneys for Plaintiff
LA ALLIANCE FOR HUMAN RIGHTS

DATED: May 6, 2026

LEGAL AID FOUNDATION OF LOS ANGELES

By: /s/ Shayla Myers
Shayla Myers

Attorneys for Intervenors
LOS ANGELES COMMUNITY ACTION NETWORK and LOS ANGELES CATHOLIC WORKER

I hereby attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the filing.

By: /s/ Bradley J. Hamburger
Bradley J. Hamburger

Exhibit 1

LA Alliance v. City of Los Angeles and County of Los Angeles

United States District Court, Central District of California,
Case No. 20-cv-02291-DOC (KES)

**Agreement Between Plaintiffs, Intervenors, and the City of Los Angeles
Regarding Disputes Relating to the 2022 Settlement Agreement between
Plaintiffs and the City of Los Angeles (Dkt. 429-1)**

Since November 19, 2025, Plaintiffs, Intervenors CANGRESS and LA Catholic Worker (“Intervenors”), and the City of Los Angeles (“City”) (collectively, the “Parties”) have been engaged in a contempt evidentiary hearing concerning, among other things, the City’s compliance with Section 7.1 of the 2022 Settlement Agreement (the “2022 Settlement Agreement”) (Dkt. 429-1) and the City’s compliance with requests from a monitor that the Court appointed under Section 7.2 of the 2022 Settlement Agreement. Prior to the ongoing evidentiary hearing, there were extensive hearings held in June 2025 related to the City’s compliance with additional provisions of the 2022 Settlement Agreement, including Section 5.2. The Parties have now reached an agreement (the “2026 Agreement”) that resolves the ongoing disputes regarding Sections 5.2, 7.1, and 7.2 of the 2022 Settlement Agreement, and amends the City’s obligation under Section 3.1, all of which is subject to and contingent upon approval by the Los Angeles City Council. If City Council approval of this agreement is not obtained, this 2026 Agreement shall be null and void and of no effect. Likewise, if the Court’s approval of the stipulation referenced in paragraph 18 is not obtained (including the Court’s approval of the scope of work for the monitor under Section 7.2), this 2026 Agreement shall be null and void and of no effect.

Section 3.1

1. Under Section 3.1 of the 2022 Settlement Agreement, the City is obligated to create a certain number of housing or shelter solutions. As part of this 2026 Agreement, the City agrees to increase the number of housing or shelter solutions to be offered to people experiencing homelessness (“PEH”) in Los Angeles. Specifically, by June 30, 2027, the City will create a total of 14,000 housing and shelter solutions, inclusive of all housing or shelter solutions created to date under the 2022 Settlement Agreement. The Parties further agree that the City, in its sole discretion, can count towards satisfying this obligation (a) any housing and shelter solutions that were originally created as a result of the October 2020 Memorandum of Understanding Between the County of Los Angeles and the City of Los Angeles (the “Roadmap Agreement”) (Dkt. 185-1) and that remain open and (b) the provision of a Time Limited Subsidy (“TLS”) to an individual who already received a TLS through the Roadmap Agreement, so long as the second TLS has a duration of at least two years. The Parties further agree that obligations and agreements in this paragraph replace and supersede the City’s current obligations in Section 3.1 of the 2022 Settlement Agreement.
2. The City agrees to keep open no fewer than 12,915 housing or shelter solutions of the housing or shelter solutions that are created under Section 3.1 until June 30, 2029. If the

City for any reason (including, but not limited to, the inability of the City to keep the housing or shelter solution open due to events beyond its control, such as the refusal to extend a lease) becomes aware that it has fewer than 12,915 housing or shelter solutions open at any given time between July 1, 2027 and June 30, 2029, the City shall open additional housing and shelter solutions such that the total number of housing and shelter solutions open remains at least 12,915. These additional housing and shelter solutions may include housing and shelter solutions that were originally created as a result of the Roadmap Agreement but were not previously counted towards satisfying the City's obligations under Section 3.1.

3. No later than January 31, 2028, July 31, 2028, January 31, 2029, and July 31, 2029, the City shall file written reports with the Court that shall include, for each housing and shelter solution that remained open as part of this 2026 Agreement as of the 30th day prior to the filing of the report, the following information: (a) Council District, (b) Intervention, (c) Project Type, (d) Address / Location, (e) Units/Beds, (f) Status, (g) Open & Occupiable Date, and (h) Total People Experiencing Homelessness ("PEH") served. If the City is required to open new beds to maintain the requisite number, pursuant to paragraph 2 above, the City will provide explanations of how the City created any units that already-physically existed prior to the 2022 Settlement Agreement. To the best of the City's knowledge based on available data (including data from LAHSA, but only to the extent that LAHSA has such data and provides it to the City) and using reasonable efforts, the City shall also include in these reports data reflecting the number of vacancies (meaning open and unoccupied) in the housing and shelter solutions that remained open as part of this 2026 Agreement as of the 30th day prior to the filing of the report.
4. The Court may appoint a monitor or special master to assist the Court in overseeing and enforcing this agreement, beginning on July 1, 2027. The Parties agree that there shall only be a single monitor or special master, not both a monitor and a special master. The Court shall appoint a monitor or special master approved by the Parties, including the City Council. Under no circumstances shall the Court appoint a monitor or special master that has not been approved by the Parties, including the City Council. The Parties agree that if the Court appoints current Special Master Michele Martinez or one of the two data monitors proposed by the City (Nardello or RAND) and they agree to abide by the cap on fees and cost set forth below, neither party will object. The City shall be responsible for paying all fees and costs associated with the monitor or special master work, but the monitor or special master's fees and costs shall be limited to no more than \$150,000 per year. The monitor or special master shall file a report with the Court within 30 days after each of the City's reports is filed. The monitor or special master's duties shall end on October 1, 2029.

Section 5.2

5. The City shall no longer be obligated to complete a certain number of encampment reductions, including reducing 9,800 tents, makeshift shelters, cars, and RVs by June 30, 2026, as previously agreed to in Section 5.2 of the 2022 Settlement Agreement and subsequent documents, including Dkt. 668-1 at 82-84 and Dkt. 713.
6. The City instead agrees it will ensure that 19,600 PEH move into housing or shelter solutions created under the 2022 Settlement Agreement or the Roadmap Agreement during the period starting May 19, 2022 and ending June 30, 2027. The Parties agree that the City can satisfy its obligation for 19,600 PEH to move into housing or shelter solutions by showing that (1) each person counted towards the City's obligation moved into a shelter or housing solution created under the 2022 Settlement Agreement or the Roadmap Agreement and (2) the person's prior living situation immediately prior to moving into that housing or shelter solution is recorded as "a place not meant for habitation" in the Homelessness Management Information System ("HMIS") currently maintained by the Los Angeles Homeless Services Authority ("LAHSA"). The Parties further agree that the records in HMIS shall be regarded as presumptive proof that the City has satisfied the obligation under this paragraph. The City will make good faith efforts to direct City-funded street outreach to PEH encountered at the Skid Row ReFresh Spot (544 Towne Avenue) with the goal of placing 250 PEH in interim housing by June 30, 2027. While the City cannot guarantee any particular outcome as a result of its outreach efforts, the Parties agree that the City may count toward achieving this goal any individual encountered at Skid Row (the area bounded by South Main Street and Alameda Street between 3rd Street and 7th Street), including at the ReRefresh Spot, who moves into a housing or shelter solution by June 30, 2027.

Sections 7.1 and 7.2

7. The Parties agree that either RAND Corporation (with a team led by Jason Ward, Maya Buenaventura, and Louis Abramson) or Nardello & Co. LLC (with a team led by Wendy Wu) will serve as the monitor under Section 7.2 of the 2022 Settlement Agreement, subject to the City Council's approval of one of these two proposed monitors. The Parties further agree that whichever of these two proposed monitors is approved by the City Council will be jointly submitted by the Parties to the Court as the mutually agreed-upon monitor selected under Section 7.2 of the 2022 Settlement Agreement. If the City Council does not approve either of the two proposed monitors, but does approve the other provisions of this 2026 Agreement, the remaining provisions of this Agreement shall remain in effect and the Parties shall meet and confer to find an alternative acceptable monitor, which shall also be subject to City Council approval.
8. The Parties agree to a proposed scope of work for the monitor under Section 7.2 of the 2022 Settlement Agreement that is attached as **Exhibit A**. The Parties further agree to

jointly submit this proposed scope of work to the Court for approval as part of the joint stipulation referenced in paragraph 18. If the monitor seeks modification of the proposed scope of work, the Parties shall work cooperatively with the monitor and the Court to reach an agreement acceptable to all Parties.

9. The Parties desire to resolve their disputes surrounding the City's reporting obligations under Section 7.1 of the 2022 Settlement Agreement and to clarify the City's reporting obligations under Section 7.1. By entering into this 2026 Agreement, the Parties do not admit or otherwise concede that their interpretation of Section 7.1 is invalid or erroneous, or that another Party's interpretation of Section 7.1 is correct. Specifically, the City's position remains that it has consistently complied with Section 7.1 for the entirety of the period in which the 2022 Settlement Agreement has been in effect, and Plaintiffs and Intervenors maintain that the City has not been in compliance. The Parties agree that this 2026 Agreement may not be used in any way against any Party in connection with the contempt evidentiary hearing, and that it may not be used as proof of a concession or evidence of lack of compliance with the 2022 Settlement Agreement by any Party.
10. The parties further understand that LAHSA, based on consultation with the Parties, has drafted a document entitled "Alliance Reporting Requirements," which is attached as **Exhibit B** and is still in draft form. The Parties will encourage LAHSA to finalize this document, which is intended to explain and describe the parameters and definitions used by LAHSA to facilitate the collection and reporting of the data it provides to the City. The Parties agree that LAHSA's "Alliance Reporting Requirements" document (whether in draft or final form) does not and will not create or modify any of the obligations of the City under the 2022 Settlement Agreement or in this 2026 Agreement. Plaintiffs and Intervenors further agree that they will not request, pursue, or seek any enforcement action, whether by motion seeking compliance with the 2022 Settlement Agreement, motion seeking the imposition of contempt sanctions, or in connection with an evidentiary hearing or contempt proceeding initiated by the Court or any other person or entity, based on LAHSA's "Alliance Reporting Requirements" document (whether in draft or final form).
11. As to Section 7.1, the Parties agree that beginning with the first quarterly report filed following the Court's approval of the joint stipulation referenced in paragraph 18, but no earlier than the fourth quarter of the City's fiscal year 2026, the City will report as follows:
 - a. The City will continue to report the categories of information that it has reported to date in the quarterly reports for each housing or shelter solution created or obtained under the 2022 Settlement Agreement in the same manner and using the same definitions as it has done in the past; specifically, (a) Council District, (b) Intervention, (c) Project Type, (d) Address / Location, (e) Units/Beds,

(f) Status, (g) Open & Occupiable Date, (h) Total People Experiencing Homelessness (“PEH”) Served.

- b.** The City will continue to provide explanations of how the City created the units that already physically existed prior to the 2022 Settlement Agreement.
- c.** The City will report the number of PEH who have moved into a housing or shelter solution created under the 2022 Settlement Agreement or the Roadmap Agreement using the methodology outlined in paragraph 6.
- d.** The City will report in the quarterly reports the data that LAHSA has regarding the number of PEH engaged within the City by Council District, but only to the extent that LAHSA has such data and provides it to the City. This number will not be limited to those PEH who are engaged in connection with fulfillment of the 2022 Settlement Agreement, but will include the total count of PEH engaged in the City of Los Angeles through all service providers, as calculated and reported by LAHSA. The City will include this “PEH Engaged” data going back to the earliest date after January 2023 that LAHSA reports such data, and will continue to include this data in future time periods up to and including the expiration of the term of the 2022 Settlement Agreement, to the extent LAHSA continues to have and provides that data to the City.
- e.** The City will report in the quarterly reports data provided by LAHSA regarding the number of encampments (as defined by LAHSA¹) within the City by Council District, but only to the extent that LAHSA has such data and provides it to the City. The City will include this encampment data going back as early as June 2025 (or back to the earliest date after June 2025 that LAHSA has such data), and will continue to include this data in future time periods up to and including the expiration of the term of the 2022 Settlement Agreement, to the extent LAHSA continues to have and provides that data to the City.²
- f.** The City will report in the quarterly reports data provided by LAHSA on the number of offers of shelter or housing made to, the number of offers of shelter or housing accepted by, and the number of offers of shelter or housing rejected by PEH (and the reasons for the rejections) within the City (whether or not the offers are for housing or shelter solutions created under the 2022 Settlement

¹ LAHSA defines “encampments” as “a group of five or more tents or people staying outdoors in a concentrated location for a duration of 2 weeks or more.”

² To the extent the County of Los Angeles, in restructuring its homeless services programs, absorbs the ability to track and report encampments and is willing to share that data with the City, the City will request the data from the County and report the data provided by the County in the quarterly reports in place of the data previously provided by LAHSA on this issue.

Agreement), but only to the extent that LAHSA has such data and provides it to the City. The Parties understand that LAHSA can provide the data described in this paragraph only for programs for which it collects data regarding offers. The Parties further understand that any tenant-based permanent supportive housing will be provided by LAHSA on a County-wide basis, while project-based permanent supportive housing will be provided by LAHSA on a City-wide basis. The Parties further understand that LAHSA is currently planning to build out the capability to report the data regarding offers described in this paragraph and may not have complete data at the present time. The City will include the data regarding offers described in this paragraph on a prospective basis only (and will have no obligation to report any historical data), starting with the first quarterly report filed after the Court's approval of the joint stipulation referenced in paragraph 18, but no earlier than the quarterly report for the fourth quarter of the City's fiscal year 2026 (to the extent LAHSA provides the City with relevant data), and will continue to include this data in future time periods up to and including the expiration of the term of the 2022 Settlement Agreement, to the extent LAHSA continues to have that data in future time periods.

- g.** The City will report in the quarterly reports data reflecting the number of vacancies (meaning open and unoccupied) in housing and shelter solutions for PEH within the City by Council District as of a specified date selected by the City that will include (a) the number of vacancies in housing and shelter solutions for PEH created under the 2022 Settlement Agreement to the best of the City's knowledge based on available data (including data from LAHSA, but only to the extent that LAHSA has such data and provides it to the City) and using reasonable efforts, and (b) data provided by LAHSA of the number of vacancies in housing and shelter solutions for PEH throughout the City (whether or not the offers are for housing or shelter solutions created under the 2022 Settlement Agreement), but only to the extent that LAHSA has such data and provides it to the City. To the extent data provided by LAHSA under subsection (b) includes housing or shelter solutions created under the 2022 Settlement Agreement, the City will request that LAHSA identify them as such.
- h.** The City agrees to request and encourage LAHSA to collect the data described in paragraphs 11(d) through 11(g), but the City is under no obligation to provide funding to LAHSA specifically for the collection of any of the data described in paragraphs 11(d) through 11(g) or in Section 7.1 of the 2022 Settlement Agreement, and the City is also under no obligation to take any steps to compel or otherwise force LAHSA to collect any such data. Moreover, because the City will be reporting the data described in paragraphs 11(d) through 11(g) provided to it by LAHSA, the City shall not have an obligation to ensure the accuracy of any such data, but the City agrees to work with LAHSA to correct any inaccuracies of which it is or is made aware. In the event that LAHSA loses its ability to provide

the data or otherwise ceases to exist described in paragraphs 11(d) through 11(g), whether through the lack of funding or otherwise, the Parties agree to meet and confer in good faith regarding the City's reporting obligations, including any potential modification of those obligations.

- i. For the Inside Safe program specifically, the City will report in the quarterly reports the number of offers of shelter or housing made to PEH by using the "by-name" list typically created 2-4 days prior to an Inside Safe operation, the number of offers of shelter or housing accepted by PEH using the number of PEH who have moved into shelter or housing in connection with an Inside Safe operation, and the number of offers of shelter or housing rejected by PEH as the result of subtracting the number of offers accepted from the number of offers made (as defined in this paragraph). The City shall have no obligation to report the reasons why an offer was rejected. The City will include the data regarding offers described in this paragraph on a prospective basis only (and will have no obligation to report any historical data), starting with the first quarterly report filed after the Court's approval of the joint stipulation referenced in paragraph 18, but no earlier than the quarterly report for the fourth quarter of the City's fiscal year 2026.
 - j. The City will report in its quarterly reports the number of PEH placed in a housing or shelter solution as a result of its efforts on Skid Row, as referenced in Paragraph 6.
12. Plaintiffs and Intervenors agree that the City's compliance with the obligations in paragraph 11 herein shall constitute full compliance with the City's reporting obligations under Section 7.1 of the 2022 Settlement Agreement on a prospective basis as of the date of the Court's approval of the joint stipulation referenced in paragraph 18, and Plaintiffs and Intervenors further agree not to seek contempt sanctions or otherwise seek to enforce Section 7.1 of the 2022 Settlement Agreement through motions practice or any other mechanism for any purported violation of Section 7.1 occurring on or after the date of the Court's approval of the joint stipulation referenced in paragraph 18, other than efforts to enforce the obligations to which the City has agreed in this 2026 Agreement. The Parties further agree that the City shall have no reporting obligations whatsoever after the expiration of the 2022 Settlement Agreement, other than the reporting obligation outlined in paragraph 3.

Other Agreements

13. For avoidance of doubt, the Parties agree that the 2022 Settlement Agreement will expire as of June 30, 2027 with the exception of the obligations of the City outlined in paragraphs 1 through 4 of this 2026 Agreement. The Parties further agree that the Court may retain jurisdiction over this 2026 Agreement, but solely for the purpose of overseeing and enforcing paragraphs 1 through 4 and 14 of this Agreement, and that the

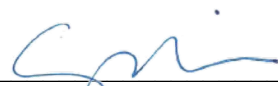
Court's jurisdiction will cease for all purposes on October 1, 2029. The City will have no other obligations under the 2022 Settlement Agreement following June 30, 2027 beyond those set forth in paragraphs 1 through 4 and 14.

- 14.** In the event Plaintiffs or Intervenor believe that the City has committed a breach of any of the obligations set forth in paragraphs 1 through 4 in the 2026 Agreement, Plaintiffs or Intervenor shall provide the City written notice specifying the alleged breach. Absent agreement of the Parties to a different schedule, the City shall provide a written acknowledgment of receipt of the notice to Plaintiffs and Intervenor within 5 days after receiving such a written notice, and within 30 days after receiving the written notice, the City shall advise Plaintiffs and Intervenor in writing whether it intends to cure the alleged breach. If the City elects to cure the alleged breach, it shall have 60 days (absent agreement of the Parties to a different schedule) from the receipt of the written notice to cure the alleged breach (the "Cure Period"). Plaintiffs and Intervenor agree that during the Cure Period, they will not take any action to seek relief from the Court, including, but not limited to, motions or any other filings seeking sanctions, penalties, damages, contempt findings, or attorney's fees and costs. If the alleged breach has been cured by the City, then the Plaintiffs and Intervenor agree that they shall not seek any relief from the Court.
- 15.** In the event Plaintiffs or Intervenor believe that the City has committed a breach of any of the obligations set forth in the 2022 Settlement Agreement, Plaintiffs or Intervenor shall provide the City written notice specifying the alleged breach. Absent agreement of the Parties to a different schedule, the City shall provide a written acknowledgment of receipt of the notice to Plaintiffs and Intervenor within 5 days after receiving such a written notice, and within 30 days after receiving the written notice, the City shall advise Plaintiffs and Intervenor in writing whether it intends to cure the alleged breach. If the City elects to cure the alleged breach, it shall have 60 days (absent agreement of the Parties to a different schedule) from the receipt of the written notice to cure the alleged breach (the "Cure Period"). Plaintiffs and Intervenor agree that during the Cure Period, they will not take any action to seek relief from the Court, including, but not limited to, motions or any other filings seeking sanctions, penalties, damages, contempt findings, or attorney's fees and costs. If the alleged breach has been cured by the City, then the Plaintiffs and Intervenor agree that they shall not seek any relief from the Court.
- 16.** The Parties dispute whether Plaintiffs and Intervenor are entitled to any attorneys' fees and costs in connection with the ongoing contempt evidentiary hearing. Without resolving that dispute and reserving all rights, and without admitting that Plaintiffs and Intervenor have any entitlement to any attorneys' fees or costs or are prevailing parties in connection with the ongoing contempt evidentiary hearing, the City as part of this 2026 Agreement and solely to resolve the disputes between the Parties and avoid further litigation will pay Plaintiffs a total amount of \$1,900,000, and Intervenor a total amount of \$300,000. Plaintiffs and Intervenor agree that these payments will fully satisfy the

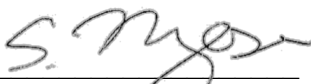
City's obligation to pay fees and costs to Plaintiffs and Intervenors under the Court's January 6, 2026 order (Dkt. 1127) and the City shall have no further obligation to pay any fees and costs to Plaintiffs and Intervenors under that order.

17. Plaintiffs and Intervenors agree to not move for or otherwise seek any additional relief, including but not limited to attorneys' fees, costs, monetary sanctions, contempt sanctions, declaratory relief, or an extension of the current term of the 2022 Settlement Agreement, based on alleged violations of the 2022 Settlement Agreement or purported acts constituting contempt that have occurred before the date of the Court's approval of the joint stipulation referenced in paragraph 18. Nothing herein shall be construed as a waiver by Plaintiff or Intervenors of the right to seek sanctions, an extension of the current term of the 2022 Settlement Agreement, or any other remedy based on violations of the 2022 Settlement Agreement occurring after the Court's approval of the joint stipulation referenced in paragraph 18. The Parties further agree that nothing in this agreement precludes the Plaintiffs or Intervenors from using the alleged violations at issue in the ongoing contempt evidentiary hearing and/or alleged violations occurring prior to the ongoing contempt hearing, to support a request for sanctions that is based on violations of the 2022 Settlement Agreement occurring after the Court's approval of the joint stipulation referenced in paragraph 18.
18. After the City Council has approved this 2026 Agreement, the Parties agree to memorialize this 2026 Agreement in a binding joint stipulation that shall be submitted to the Court for approval. The Parties further agree to jointly request in that joint stipulation that the Court conclude the ongoing contempt evidentiary hearing (specifically, the hearing initiated by the orders appearing at Dkt. 1066, Dkt. 1079, Dkt. 1094, Dkt. 1133, Dkt. 1148, and Dkt. 1153), hear no further witness testimony, issue no rulings or findings in connection with the hearing, and impose no contempt sanctions or other remedies, and deny as moot the City's pending motion under Section 8.2, Dkt. 1122-1. If the Court's approval of this stipulation is not obtained (including the Court's approval of the scope of work for the monitor under Section 7.2), this 2026 Agreement shall be null and void and of no effect.
19. Within two court days of the Court approving the joint stipulation referenced in paragraph 18 in full, the City will request that the Ninth Circuit dismiss the City's petition for a writ of mandamus [No. 26-784] and the City's pending appeals [Nos. 25-4623, 25-6760, 26-221].

Date: May 5, 2026

By: 
Elizabeth A. Mitchell,
Counsel for Plaintiffs LA Alliance for
Human Rights, et al.

Date: May 5, 2026

By: 
Shayla Myers,
Counsel for Intervenors Los Angeles
Community Action Network and Los
Angeles Catholic Worker

Date: May 4, 2026

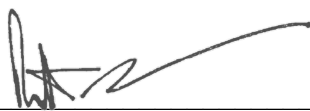
By: 
Matthew W. Szabo
City Administrative Officer
City of Los Angeles

EXHIBIT A

LA Alliance v. City of Los Angeles and County of Los Angeles

**United States District Court, Central District of California,
Case No. 20-cv-02291- DOC (KES)**

Proposed Scope of Work for Monitor Pursuant to Section 7.2 of the 2022 Settlement Agreement between Plaintiffs and the City of Los Angeles (Dkt. 429-1)

I. The Parties' Agreement

Plaintiffs and the City “will engage a mutually agreed-upon third party to provide data collection, analysis, comments, and regular public reports on the City’s compliance with the terms of this Agreement. The City shall be responsible for paying all fees, if any, or for obtaining grants or other private funding, if needed.” (2022 Settlement Agreement, Dkt. 429-1, § 7.2.)

II. Scope of Duties

1. The mutually agreed-upon third party (“Monitor”) will be responsible for verifying the following information:
 - a. The number of housing or shelter opportunities created or otherwise obtained;
 - b. For each housing or shelter opportunity created or otherwise obtained, the address, the type (i.e., permanent or interim), the open and occupiable date, the number of beds opened and how many remain open, Council District, number of units/beds, status (i.e., open or in process), and the number of PEH served;
 - c. For units that physically existed prior to the 2022 Settlement Agreement, the explanation of how the City created those units;
 - d. The number of PEH moved into a housing or shelter solution created under the 2022 Settlement Agreement or the Roadmap Agreement during the period starting May 19, 2022 and ending June 30, 2027;
 - d. Any other data the City reports in its Quarterly Reports pursuant to the 2022 Settlement Agreement or any other agreement with Plaintiffs.
2. The City will file with the Court its quarterly reports (pursuant to Section 7.1 of the 2022 Settlement Agreement) 30 days after the end of each quarter and will provide to the Monitor the complete set of underlying data the City relied on for preparation of each quarterly report in the form the data was provided to CAO’s office, which is the office that prepares the reports, on the date the report is filed with the Court.
3. The Monitor will review the data provided to the CAO’s office to verify that the information contained in each quarterly report is accurate. The Monitor can review any relevant documentation and raw data that is sourced in any City department and to which the City has

access to verify compliance with the Agreement. The City will not object to LAHSA and/or HACLA providing raw data to the Monitor and will encourage in writing LAHSA and/or HACLA to provide that data.

4. The Monitor shall not have direct access to any database, data system, or information system whether maintained by the City, LAHSA, and/or HACLA, absent a showing of extraordinary good cause that such direct access is necessary for the Monitor to perform his or her duties and that there are no less intrusive means to obtain the data. To the extent any such direct access is provided the access shall be as limited as possible to allow the Monitor to obtain the data necessary to perform the Monitor's duties and the Monitor shall not be provided access to irrelevant data.

5. If the Monitor believes occasional field work is necessary, any such field work is limited to 40 hours per quarter. This field work can include observation of any Inside Safe or CARE+ operations.

6. Excluding field work, if the Monitor wants access to City data or information, or to access or interview City personnel, the Monitor will make the initial requests through counsel for the City, copying counsel for Plaintiffs and Intervenors. Excluding field work, if the Monitor wants access to data or information from LAHSA and/or HACLA, or to access or interview LAHSA and/or HACLA personnel, the Monitor will copy counsel for the City and counsel for Plaintiffs and Intervenors. Nothing herein excludes subsequent exchanges of data or information via email between the Monitor and City personnel, so long as counsel for the City is copied in all communications.

7. If the Monitor determines that the data provided by the City, or the allotted field work hours, are insufficient to verify the information reported in the draft quarterly report, the Monitor shall set forth in writing why the data is insufficient and what additional data the Monitor needs to verify the reports. The City shall then promptly consider in good faith whether the additional data is available to the City and can be provided to the Monitor. To the extent the Monitor's concerns remain unresolved, the Monitor shall report the issue to the Court.

8. The Monitor will provide public reports on data compliance.

EXHIBIT B

Alliance Reporting Requirements

The Number of Beds or Opportunities Offered

The number of People Experiencing Homelessness (PEH) who have been extended an offer for interim housing (IH) or permanent housing (PH), regardless of whether they made it into the unit/bed during the reporting quarter.

Reporting Rules:

Interim Housing

This metric will be reported in two ways: a count of all participants that have an IH match during the reporting period, and a count of all matches made to IH during the reporting period, not deduplicated by client. A match is counted when a participant has a completed Interim Housing Referral and was matched to an IH program through the IH Community Queue in HMIS.

Geographic Coverage & Aggregation:

All counts will be shared in aggregate as well as per building/project site, when available, for all IH sites located in the City of Los Angeles.

Timeframe:

All offers made during the quarter covered during the reporting period.

Data Availability:

Data only available for LAHSA Matched IH programs which exclude LAHSA grant administered family IH programs, non LAHSA grant administered programs, and the Inside Safe program which is matched by the mayor's office.

Permanent Supportive Housing (PSH)

Distinct count of all participants who have been sent an email invite to start a Universal Housing Application or who have been matched to a resource in the Resource Management System (RMS).

Geographic Coverage & Aggregation:

For Project-based PSH, all projects located in the City of LA will be reported by site.

For Tenant-based PSH, all subsidy pools will be included, which will include offers across all LA County.

Timeframe:

All offers made during the quarter covered during the reporting period.

Data Availability:

This only includes resources matched through CES & LAHSA Administered TLS programs.

Time Limited Subsidies (TLS)

The system is in the process of shifting this program model as resources change. Defined reporting rules will be submitted once the workflow is finalized.

Number of PEH Who Accepted Offers of Shelter or Housing

The number of PEH who have been extended an offer for interim or permanent housing and who have accepted that offer.

Reporting Rules:

Interim Housing

Distinct Count of all participants that have:

1. Had an interim housing match made during the reporting period. A match is counted when a participant has a completed Interim Housing Referral and was matched to an IH program through the IH Community Queue in HMIS.
2. Accepted that match by showing up at the site, enrolling in the interim housing program, and occupying a bed or unit.

Geographic Coverage & Aggregation:

All counts will be shared in aggregate as well as per building/project site, when available, for all IH sites located in the City of Los Angeles.

Timeframe:

All offers accepted during the quarter covered during the reporting period.

Data Availability:

Data only available for LAHSA Matched IH programs which exclude LAHSA grant administered family IH programs, non LAHSA grant administered programs, and the Inside Safe program which is matched by the mayor's office.

Permanent Supportive Housing

Count of all participants who start and complete a Universal Housing Application after they have been sent an email invite to start a Universal Housing Application or a count of all participants that have been matched to a resource in RMS.

Geographic Coverage & Aggregation:

For Project-based PSH, all projects located in the City of LA will be reported by site.

For Tenant-based PSH, all subsidy pools will be included, which will include offers across all LA County.

Timeframe:

All offers accepted during the quarter covered during the reporting period.

Data Availability:

This only includes resources matched through CES & LAHSA Administered TLS programs.

Time Limited Subsidies (TLS)

The system is in the process of shifting this program model as resources change. Defined reporting rules will be submitted once the workflow is finalized.

PEH Who Have Rejected Offers of Shelter and Housing & Why

Number of PEH who were offered IH or a PH and who subsequently declined that offer and the reason they declined that offer.

Reporting Rules

Interim Housing

Count of all participants that have

1. Had an interim housing match made during the reporting period. A match is counted when a participant has a completed Interim Housing Referral and was matched to an IH program through the IH Community Queue in HMIS.
2. Rejected or denied that match. A match is rejected when there is no response to the match invite email or a participant schedules an intake and does not show up to the site.

Distinct count of participants by denial reason.

Geographic Coverage & Aggregation:

All counts will be shared in aggregate as well as per building/project site, when available, for all IH sites located in the City of Los Angeles

Timeframe:

All offers rejected during the quarter covered during the reporting period.

Data Availability:

Data only available for LAHSA Matched IH programs which exclude LAHSA grant administered family IH programs, non LAHSA grant administered programs, and the Inside Safe program which is matched by the mayor's office.

The infrastructure to collect reasons for rejecting matches is not yet built and is not yet available for reporting.

Permanent Supportive Housing

Distinct count of all participants who decline to start a UHA after receiving an email invite, count of all participants that decline/reject to finish the UHA and/or a count of all participants that have a Match Declined housing resource match in RMS.

Distinct count of participants by denial reason.

Geographic Coverage & Aggregation:

For Project-based PSH, all projects located in the City of LA will be reported by site.

For Tenant-based PSH, all subsidy pools will be included, which will include offers across all LA County.

Timeframe:

All offers declined during the quarter covered during the reporting period.

Data Availability:

This only includes resources matched through CES & LAHSA Administered TLS programs.

The infrastructure to collect reasons for rejecting matches is under development and not yet available for reporting.

Time Limited Subsidies (TLS)

The system is in the process of shifting this program model as resources change. Defined reporting rules will be submitted once the workflow is finalized.

Number of Encampments

Total number of encampments within each council district. An encampment is defined as a group of five or more tents or people staying outdoors in a concentrated location for a duration of 2 weeks or more.

Reporting Rules:

Count of distinct encampments drawn in HMIS Encampment Module that have a start date before the end of the report period, have no deactivation date or the deactivation date is on or after the reporting start date, and the encampment has one of the following encampment statuses:

- Known Encampment
 - This status indicates an encampment has been identified and is being tracked in HMIS.
- Planned Operation
 - This status indicates an encampment has been scheduled for an encampment resolution operation, such as an Inside Safe operation, to clear the encampment and bring the participants indoors.
- Active Closure Operation
 - This status indicates an encampment is undergoing an active operation to clear the encampment and bring participants indoors.
- Operation Closed, Active Maintenance
 - This status indicates the operation was completed, the encampment was cleared, and that outreach workers are routinely checking on the encampment to avoid repopulation and ensure such participants are directed towards shelter resources.
- Operation Closed, No Maintenance
 - This status indicates the operation was completed, the encampment was cleared, and outreach workers are no longer actively working in the encampment to avoid repopulation. This status is triggered either after a year of management with no new enrollments in the encampment, or upon decision by a Care Coordination team meeting.

Report of encampment will be broken down by Council District. If the encampment boundary crosses CD boundaries, it would be counted in both jurisdictions, but a total distinct count out encampments city wide will be reported as well.

Data Availability:

Encampment tracking depends on a workflow that is in transition to the county.

Timeframe:

Report will cover data entered during the 3-month reporting period.

Number of PEH Engaged by Council District

Engaged is a street outreach term defined as the date when a participant has begun developing a care plan with a street outreach worker and/or completes a CES triage tool (such as the LA HAT), and/or the participant begins receiving services beyond basic life sustaining services such as provision of food and water.

Reporting Rule:

This metric will be reported in two ways: a count of participants engaged in each quarter, and a count of all active engaged participants in that quarter.

- Count of Newly Engaged Participants
 - To be counted in this metric, participants must have:
 - i. An open street outreach program enrollment with a date of engagement within the reporting quarter OR have been exited from their street outreach enrollment during the reporting quarter and have a date of engagement during the quarter on or before the day they were exited from their street outreach program.
 - ii. A Current Living Situation (CLS) or Service Location within a council district's limits within 2 years prior to their engagement date.
- Count of All Active and Engaged Participants
 - To be counted in this metric, participants must have:
 - i. An open street outreach program enrollment with a date of engagement on or before the last date of the quarter OR have been exited from their street outreach enrollment during the reporting quarter and have a date of engagement on or before the day they were exited from their street outreach program.
 - ii. A Current Living Situation (CLS) or Service Location within a council district's limits within 2 years prior to the reporting quarter.

Time frame:

Report will cover data entered during the 3-month reporting period.