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IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

LA ALLIANCE FOR HUMAN RIGHTS,  
et al.,

Plaintiffs,

v.

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

Defendant.

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

Honorable David O. Carter,  
United States District Judge

**DEFENDANT CITY OF LOS  
ANGELES'S OPPOSITION TO  
INTERVENORS' MOTION FOR  
ATTORNEYS' FEES**

Action Filed: March 10, 2020

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## INTRODUCTION

Intervenors seek \$200,000 in attorneys' fees incurred participating in the recent evidentiary hearing held in this matter, but have failed to establish any basis for such a fee award. This Court was clear that it was considering only one potential basis for awarding Intervenors fees: its inherent power to punish certain litigation misconduct. Such a sanction requires proof of "willful disobedience of a court order" (*i.e.*, contempt) or litigation conduct taken "in bad faith, vexatiously, wantonly, or for oppressive reasons." Dkt. 991 at 58 (quoting *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44–46 (1991)). Eschewing any attempt to prove willful disobedience of a court order, Intervenors hinge their motion solely on assertions of bad faith. Dkt. 1022 at 8–12. Intervenors have a heavy burden to prove either subjective bad intent or recklessness combined with an additional factor like harassment, frivolousness, or other improper purpose by clear and convincing evidence. *Fink v. Gomez*, 239 F.3d 989, 994 (9th Cir. 2001); *Shepherd v. Am. Broad. Cos.*, 62 F.3d 1469, 1477 (D.C. Cir. 1995). But Intervenors have not presented *any* evidence that the City acted in bad faith, let alone evidence that is clear and convincing.

That Intervenors have fallen far short of proving bad faith is not surprising. Courts have inherent power to impose sanctions on a bad-faith theory only in "rare and exceptional case[s]" involving egregious misconduct. *Primus Auto. Fin. Servs., Inc. v. Batarse*, 115 F.3d 644, 649 (9th Cir. 1997). Despite the parties' competing interpretations of the Settlement Agreement, no one has ever suggested that the City has engaged in harassment, deceit, or other manipulative behavior designed to gain an unfair advantage in these proceedings. As a result, Intervenors have not satisfied the demanding *Chambers* standard for any award of fees.

Even if Intervenors could demonstrate bad faith, the maximum permissible fee award would be much smaller than what they seek. The only order that this Court has suggested could support sanctions under *Chambers* is the City's supposed disobedience of the encampment-reduction order from March 2025. Dkt. 991 at 59. The City

1 respectfully disagrees that the law or facts support a finding of civil contempt of (or bad  
2 faith relating to) that order. Up until now, Intervenors disputed that the agreement  
3 between the Alliance and the City as to encampment reductions was even enforceable  
4 before flipping positions and seeking sanctions for supposed noncompliance. But if one  
5 accepts that noncompliance with that March 2025 order could justify a sanctions award,  
6 any award must compensate Intervenors only for actual expenses that would not have  
7 been incurred but for the supposed noncompliance with the encampment-reduction  
8 order. *See Goodyear Tire & Rubber Co. v. Haeger*, 581 U.S. 101, 109 (2017). Under  
9 the *Goodyear* standard, the maximum fees that can be awarded to Intervenors—  
10 excluding heavily redacted entries and hours related to this fees motion—is \$67,081.

11 In short, the Settlement Agreement does not authorize fees to encourage voluntary  
12 participation in this case nor offer a bounty to Intervenors to monitor compliance with a  
13 contract between the City and the Alliance. Intervenors have every right to participate  
14 in these proceedings. But they have no right to force the City to pay for their attendance  
15 in court, absent a showing that they have not and cannot make. The Court should deny  
16 the motion and award Intervenors zero fees.

### 17 LEGAL STANDARD

18 Courts follow “‘the bedrock principle known as the American Rule: Each litigant  
19 pays his own attorney’s fees, win or lose, unless a statute or contract provides  
20 otherwise.’” *Baker Botts L.L.P. v. ASARCO LLC*, 576 U.S. 121, 126 (2015). When  
21 neither a statute nor contract authorizes fee-shifting, a court has a limited inherent power  
22 to “‘assess attorneys’ fees for the ‘willful disobedience of a court order’” or for litigation  
23 conduct undertaken “‘in bad faith, vexatiously, wantonly, or for oppressive reasons.’”  
24 *Alyeska Pipeline Serv. Co. v. Wilderness Society*, 421 U.S. 240, 258–59 (1975). Courts  
25 exercise these inherent powers to sanction “‘with restraint and discretion.” *Chambers v.*  
26 *NASCO, Inc.*, 501 U.S. 32, 44 (1991).

27 Even when a party shows willful disobedience or bad-faith conduct, that party is  
28 not entitled to shift all of its fees. The award must be compensatory, which means that

1 a party “may recover ‘only the portion of his fees that he would not have paid but for’  
2 the misconduct.” *Goodyear Tire & Rubber Co. v. Haeger*, 581 U.S. 101, 109 (2017)  
3 (quoting *Fox v. Vice*, 563 U.S. 826, 836 (2011)); see Dkt. 991 at 59. A party seeking  
4 fees therefore must demonstrate whether a given fee “would or would not have been  
5 incurred in the absence of the sanctioned conduct.” *Goodyear*, 581 U.S. at 110. If the  
6 fee “would have been incurred even absent” the supposedly sanctionable conduct, “it  
7 cannot be part of” an award. *Lu v. United States*, 921 F.3d 850, 860 (9th Cir. 2019).

## 8 **ARGUMENT**

### 9 **I. Intervenors lack clear and convincing evidence of bad faith.**

10 This Court has signaled a willingness to award fees as “a sanction for the City’s  
11 noncompliance” with the Settlement Agreement. Dkt. 991 at 59. Specifically, this  
12 Court stated that the City willfully disobeyed its March 2025 order that encampment  
13 reductions must be accompanied by an offer of shelter because the City “failed to amend  
14 its prior reports to the Court” and did not change its reporting for “its April 15, 2025  
15 quarterly status report.” *Id.* at 52. Intervenors try to recharacterize this and other  
16 litigation conduct as supposed bad faith by the City, but they have failed to satisfy the  
17 extremely stringent standard that limits this Court’s inherent power to punishing only  
18 egregious litigation misconduct.\*

#### 19 **A. The standard for finding bad faith is extremely demanding and** 20 **requires proof by clear and convincing evidence.**

21 “The bad faith requirement sets a high threshold.” *Primus Auto. Fin. Servs., Inc.*  
22 *v. Batarse*, 115 F.3d 644, 649 (9th Cir. 1997). Such “sanctions should be reserved for  
23 \_\_\_\_\_

24 \* In a passing footnote, Intervenors contend that they are also entitled to fees under 42  
25 U.S.C. § 1988 as a prevailing party in a § 1983 action. Dkt. 1022 at 7 n.1. But this  
26 Court lacks authority to shift fees under § 1988 for reasons that the City has already  
27 explained at length. Dkt. 1023 at 20–25. Although Intervenors refer to a settlement  
28 agreement in a different case that resolved a § 1983 case, Intervenors did not prove a  
violation of that settlement agreement in this case, much less the resolution of § 1983  
claim in their favor, as required for prevailing-party status. *Lackey v. Stinnie*, 604 U.S.  
192, 200–07 (2025).



1 the ‘rare and exceptional case where’” a party’s behavior is “‘clearly frivolous, legally  
2 unreasonable or without legal foundation” or tied to “‘an improper purpose.’” *Id.* at  
3 649. Bad faith is clear cut when a party’s misconduct is “substantially motivated by  
4 vindictiveness, obduracy, or *mala fides*.” *In re Itel Securities Litig.*, 791 F.2d 672, 675  
5 (9th Cir. 1986). Although bad faith does not necessarily require proof of such  
6 subjectively malicious intent, a finding of bad faith requires “something more egregious  
7 than mere negligence or recklessness.” *In re Dyer*, 322 F.3d 1178, 1196 (9th Cir. 2003).  
8 Even reckless conduct rises to the level of bad faith only when “combined with an  
9 additional factor such as frivolousness, harassment, or an improper purpose.” *Fink v.*  
10 *Gomez*, 239 F.3d 989, 994 (9th Cir. 2001).

11 Bad faith that justifies sanctions often involves “an attempt to influence or  
12 manipulate proceedings” to gain an unfair “tactical advantage.” *Fink*, 239 F.3d at 994.  
13 In *Lahiri v. Universal Music & Video Distribution Corp.*, 606 F.3d 1216 (9th Cir. 2010),  
14 for example, an attorney “acted recklessly and in bad faith in pursuing a frivolous  
15 copyright claim for five years” and made “repeated misrepresentations” of the applicable  
16 law. *Id.* at 1221. The attorney even retained the judge’s former law firm in an attempt  
17 to force the district judge to recuse and thereby forestall a sanctions motion. *Id.* at 1221.  
18 The Ninth Circuit upheld a bad-faith finding based on this “manipulative tactic,” as well  
19 as the misrepresentations. *Id.* at 1222. Similarly, in *Gomez v. Vernon*, 255 F.3d 1118  
20 (9th Cir. 2001), defense counsel received and read copies of numerous privileged  
21 communications between the plaintiffs and their counsel over the course of several  
22 months. *Id.* at 1124–25. Defense counsel knew that the documents might be privileged  
23 but did not inform opposing counsel that the defendant had the documents. *Id.* at 1124.  
24 This unethical behavior was made even worse when defense counsel ignored explicit  
25 advice from the state bar to stop reading the communications and turn them over to the  
26 court. *Id.* at 1124–25. The Ninth Circuit upheld the district court’s finding of bad faith  
27 and subsequent imposition of sanctions under its inherent authority, reasoning that the  
28 attorneys “bypassed questions of ethics in an effort to gain advantage in [the] litigation.”

1 *Id.* at 1134.

2 Behavior that is not calculated to deceive, manipulate, or otherwise gain an unfair  
3 advantage usually does not amount to bad faith. In *Zambrano v. City of Tustin*, 885 F.2d  
4 1473 (9th Cir. 1989), for instance, the Ninth Circuit reversed an award of sanctions  
5 imposed on an attorney who inadvertently failed to become a member of the district  
6 court’s bar before appearing at trial. *Id.* at 1475. The Ninth Circuit suggested that the  
7 attorney did not act in bad faith because the evidence did not “suggest[] that he had any  
8 cause to avoid the requirements of the local rules.” *Id.* at 1483. And in *Korb v.*  
9 *Commissioner of Social Security*, 2016 WL 215542 (N.D. Cal. Jan. 19, 2016), the  
10 government’s refusal to “treat its procedural or discovery obligations with the  
11 seriousness and diligence they demanded” did not amount to bad faith. *Id.* at \*5. The  
12 district court had ordered the government to produce records of the plaintiff’s social  
13 security checks. *Id.* at \*3. The government did not provide the records, citing an  
14 inability to access the information. *Id.* Several months later, however, the government  
15 learned of a database through which it could access the information and belatedly  
16 produced the records. *Id.* This conduct, though reckless, did not evince bad faith absent  
17 “an additional factor, ‘such as frivolousness, harassment, or an improper purpose.’” *Id.*  
18 at \*5. The government had not deceived the court or otherwise sought an unfair  
19 advantage because it “did not have actual knowledge of the existence” of the evidence.  
20 *Id.*; see also *Doe I v. McAleenan*, 2019 WL 4963196, at \*5 (N.D. Cal. Oct. 8, 2019) (no  
21 finding of “bad faith warranting sanctions under the Court’s inherent authority” in case  
22 involving the clawback of a document produced pursuant to discovery order).

23 A party seeking sanctions under *Chambers* also must prove bad faith by clear and  
24 convincing evidence. Because “[t]he Supreme Court has recognized that awards of  
25 attorneys’ fees for bad faith conduct serve the same punitive and compensatory  
26 purposes” as civil contempt, several circuits have “require[d] clear and convincing  
27 evidence of misconduct before imposing attorneys’ fees under their inherent power.”  
28 *Shepherd v. Am. Broad. Cos.*, 62 F.3d 1469, 1477 (D.C. Cir. 1995); accord, e.g., *Yukos*

1 *Capital S.A.R.L. v. Feldman*, 977 F.3d 216, 235 (2d Cir. 2020); *Martin v.*  
2 *DaimlerChrysler Corp.*, 251 F.3d 691, 695 (8th Cir. 2001); *Autorama Corp. v. Stewart*,  
3 802 F.2d 1284, 1288 (10th Cir. 1986). That heightened standard reflects that “courts are  
4 quite hesitant”—properly so when exercising inherent power—to impose sanctions for  
5 bad faith “unless the evidence is remarkably supportive of such a proposition.”  
6 *Autorama*, 802 F.2d at 1288. Although the Ninth Circuit to date has reserved the  
7 question, its decisions suggest that clear and convincing evidence is the appropriate  
8 standard because the contempt rules guide the “determination of what procedural  
9 protections are necessary in imposing sanctions under a court’s inherent powers.” *F.J.*  
10 *Hanshaw Ents., Inc. v. Emerald River Dev., Inc.*, 244 F.3d 1128, 1137, 1143 n.11 (9th  
11 Cir. 2001); *see, e.g., Lahiri*, 606 F.3d at 1219; *see also, e.g., ConsumerDirect, Inc. v.*  
12 *Pentius, LLC*, 2023 WL 8876198, at \*6 (C.D. Cal. Sept. 21, 2023) (applying “the clear  
13 and convincing standard” to bad-faith determination); *Lucas v. Jos. A Bank Clothiers,*  
14 *Inc.*, 217 F. Supp. 3d 1200, 1204 (S.D. Cal. 2016) (noting that “most courts that have  
15 considered the issue apply the clear and convincing evidence standard”).

16 This Court never purported to apply the heightened clear-and-convincing-  
17 evidence standard in its order resolving the Alliance’s motions. *See generally* Dkt. 991.  
18 The Court could enforce the Settlement Agreement without applying a heightened  
19 standard of proof because the default rule for contract enforcement under California law  
20 is “proof by a preponderance of the evidence.” Cal. Evid. Code § 115; *see* Dkt. 1023 at  
21 6. But this Court cannot go a step further and award attorneys’ fees as a sanction for  
22 any breach of the Settlement Agreement without a determination by clear and  
23 convincing evidence that the City engaged in sanctionable misconduct. Because the  
24 clear-and-convincing-evidence standard demands “far in excess of the preponderance  
25 sufficient for most civil litigation,” Intervenor’s have a “‘heavy burden’” to adduce the  
26 kind of overwhelming evidence necessary to prove bad faith. *Eastwood v. Nat’l*  
27 *Enquirer, Inc.*, 123 F.3d 1249, 1252 (9th Cir. 1997).

**B. Intervenor**s do not come close to demonstrating bad faith with clear and convincing evidence.

Intervenor

s have not met their heavy burden to justify sanctions on a bad-faith theory under *Chambers*. They don't suggest that the City was "motivated by vindictiveness" or any other similarly culpable mental state. *Itel*, 791 F.2d at 675. None of the three issues that Intervenors highlight—how the City "created" shelter in the Settlement Agreement, the reporting of encampment reductions, and the general verification of data—comes close to clear and convincing evidence that the City sought to obstruct or prolong proceedings in bad faith.

First, Intervenor

s suggest that the City acted in bad faith by not reporting how the City "create[d]" each shelter and housing solution in § 3.1 of the Settlement Agreement. Dkt. 1022 at 10. But the Settlement Agreement required only that the City report, as relevant, "the number of housing or shelter opportunities created or otherwise obtained"—not *how* the opportunities were created or obtained. Dkt. 429-1 § 7.1. Nor did the City engage in bad faith by declining Intervenors' invitation to report additional information on the City's role of ensuring the availability of that shelter or housing. Dkt. 1022 at 10. While this Court later ordered the City to "include an explanation for each unit that already physically existed prior to the Settlement Agreement of how the City contributed to bringing that unit into existence as a shelter or housing solution for people experiencing homelessness as opposed to its prior use" beginning in October 2025, the Court remarked that this new reporting obligation would "ensure compliance moving forward" without suggesting that the City had breached any obligation, let alone acted in bad faith, by not volunteering additional reporting on its own. Dkt. 991 at 46. This Court never "unambiguously communicated" before that order that the City had any duty to report information about how it "created" shelter and housing solutions was to the City, so Intervenors cannot prove bad faith on this theory. *Mendez v. County of San Bernardino*, 540 F.3d 1109, 1132 (9th Cir. 2008).

Second, Intervenor

s suggest that the City reported encampment reductions in bad

1 faith without substantiating offers of shelter. Dkt. 1022 at 10–11. That theory of bad  
2 faith has the same flaws as the Alliance’s attempt to prove willful disobedience on this  
3 ground. Dkt. 1023 at 10–11. Any noncompliance with the Court’s encampment-  
4 reduction order was based on the City’s good-faith, reasonable, and textually faithful  
5 interpretation of that order. The Court’s March 2025 order stated that “[t]he City may  
6 not report clean-ups from programs such as Care or Care+ as Reductions to prove  
7 compliance with the Settlement Agreement because they are not permanent in nature”  
8 and that “cleaning an area, only to have unhoused individuals move back in without  
9 offers of shelter or housing, is not a ‘Resolution’ or Encampment ‘Reduction’ and shall  
10 not be reported as such.” Dkt. 874 at 2. But the Court further indicated that it would  
11 decide the remainder of the issues after oral argument at the March 27 hearing. *Id.*  
12 During that hearing, the City argued that the order granted relief the Alliance did not  
13 request in its motion and was contrary to the agreement reached between the City and  
14 the Alliance, and Intervenors also argued there was no agreement the Court could  
15 enforce—the exact opposite position from the one they now take. Dkt. 878 at 109:5–  
16 119:20. The Court took the matter under submission, *id.* at 119:22–23, and did not enter  
17 a subsequent order before the evidentiary hearing. At that point, the City’s reporting  
18 obligations remained a moving target.

19 Even in the face of this uncertainty, the City complied with its reporting  
20 obligations as best as it could, filing a quarterly report in April 2025 that contained data  
21 it had collected from January 1, 2024, through March 31, 2025, Dkt. 892 at 1, a period  
22 that began more than a year before and ended only seven days after this Court’s March  
23 2025 encampment-reduction order, Dkt. 874. At that point, the City could not turn back  
24 the clock and collect data under this Court’s newly announced interpretation of what  
25 qualifies as a reduction. Even if the City’s inclusion of reductions other than those  
26 accompanied by an offer of shelter in the quarterly report was contrary to the March  
27 2025 order, that inclusion was based on a mistaken interpretation of the order, not bad  
28 faith.

Intervenors cannot prove any deception that might indicate bad faith with clear and convincing evidence because there is zero evidence of any improper motive. In fact, everything about the City’s conduct with respect to its encampment reporting demonstrated its commitment to transparency. The City was upfront with the Court that its historical data did not necessarily reflect an offer of shelter. Dkt. 991 at 51. And as the Court correctly determined, the City’s obligations under the Settlement Agreement are currently paused under § 8.2—the provision that pauses obligations in the event of fires, large scale civil disturbances, or fiscal emergencies. *Id.* at 55. The City had a subjectively good-faith basis not to change how it was reporting encampment reductions during this pause. *See Taggart v. Lorenzen*, 587 U.S. 554, 561–62 (2019) (explaining that “subjective intent” governs “bad faith” determination under *Chambers*).

Third, Intervenors contend generically that an evidentiary hearing occurred because of the City’s supposed “intransigence related to providing transparency and accountability about its compliance with the Settlement Order.” Dkt. 1022 at 9. But arguing that purported issues in data collection and reporting were a but-for cause of the hearing does not prove an “additional factor such as frivolousness, harassment, or an improper purpose” that is required for bad faith. *Fink*, 239 F.3d at 994. While they use the rhetoric of “intransigence,” Intervenors do not suggest, much less prove by clear and convincing evidence, that the City intended to harass with its data-reporting practices, deceived the parties or the Court, frivolously depleted Intervenors’ resources, or otherwise sought an unfair advantage in these proceedings. In fact, as reflected in the testimony at the hearing and in this Court’s orders, the verification issues largely (if not entirely) concerned data in the possession of LAHSA. Dkt. 991 at 48–49; *see id.* at 11–25, 25–26. This Court cannot sanction the City on the theory that LAHSA, a separate legal entity, withheld data from Intervenors. Dkt. 983 at 44; *see Jorgensen v. Cassidy*, 320 F.3d 906, 912 (9th Cir. 2003) (no sanctions for conduct that is “‘outside the control of the litigant’”).

In short, Intervenors have not proved—and cannot prove—by clear and



convincing evidence that the City acted in bad faith at any point in these proceedings. The Court should deny Intervenor’s motion for attorneys’ fees in full because of their failure to establish any basis for sanctioning the City under the Court’s inherent powers.

**II. Intervenor’s have not carried their burden to prove what costs would not have been incurred but for the purported bad faith.**

If the Court is nevertheless inclined to award fees under *Chambers*, Intervenor’s requested figure flouts multiple limitations of the exacting causation requirement from *Goodyear*. This Court already outlined the but-for standard that governs Intervenor’s request for fees under *Chambers*. Dkt. 991 at 58–59. The Court can impose a civil sanction under its “‘inherent powers’” only to compensate a “wronged party ‘for losses sustained’” and “may not impose an additional amount as punishment for the sanctioned party’s misbehavior.” *Goodyear*, 581 U.S. at 108. And unlike “a standard fee-shifting statute providing ‘reasonable attorneys’ fees,’” the “purpose of sanctions is not to reward lawyers for the value of their work.” *Keyes Law Firm, LLC v. Napoli*, 120 F.4th 139, 145 (4th Cir. 2024). The focus under *Chambers* is not reasonableness—the touchstone in a typical fee application—but instead “making the victim whole.” *Id.* Under that framework, any sanction imposed on the City “may go no further than to redress the wronged party ‘for losses sustained’ and may not impose any additional consequence as punishment for the sanctioned party’s behavior.” *America Unites for Kids v. Rousseau*, 985 F.3d 1075, 1089 (9th Cir. 2021).

Intervenor’s bear the burden of showing that they have requested only fees that were “incurred *because of* the misconduct at issue.” *Goodyear*, 581 U.S. at 108 (italics added). In all cases, this but-for causation standard requires the moving party to identify “whether a given legal fee” “would or would not have been incurred in the absence of the sanctioned conduct.” *Id.* at 110. A court may “shift all of a party’s fees, from either the start or some midpoint of a suit, in one fell swoop” only in “exceptional cases” that meet the but-for test, such as when a party’s “‘entire course of conduct throughout the lawsuit’” was sanctionable or when misconduct caused all fees after a set date. *Id.* at

1 110–11 (quoting *Chambers*, 501 U.S. at 50).

2 The Court expressly identified only one supposed instance of sanctionable  
3 misconduct: “disobeying the Court’s order on encampment reductions.” Dkt. 991 at 59.  
4 The City reiterates its position that it did not willfully disobey this Court’s encampment-  
5 reduction order or engage in bad faith when reporting encampment reductions in its  
6 April quarterly report. But even on the premise that *Chambers* would allow a targeted  
7 compensatory award for disobedience of the encampment-reduction order, any award of  
8 fees should be strictly limited to fees that Intervenor would not have incurred but for  
9 the City’s supposed disobedience of that order. Any such compensatory award would  
10 be calculated for a substantially reduced number of hours.

11 To begin, Intervenor’s billing records include several line items that should not  
12 be included in a compensatory award under *Chambers* and *Goodyear*. An award of fees  
13 cannot include entries so heavily redacted that the City and Court cannot assess their  
14 relationship to the encampment order. *See Gilead Sciences, Inc. v. Merck & Co.*, 2017  
15 WL 3007071, at \*9 (N.D. Cal. July 14, 2017). Intervenor also seeks fees for the time  
16 spent preparing its fee motion even though “[o]nly the direct costs” of responding to  
17 sanctionable conduct, “and not fees-on-fees, may be included in an award under the  
18 court’s inherent power.” *Blixseth v. Yellowstone Mountain Club, LLC*, 854 F.3d 626,  
19 630 (9th Cir. 2017) (citing *In re Southern Cal. Sunbelt Developers, Inc.*, 608 F.3d 456,  
20 466–67 (9th Cir. 2010)); *see also Orman v. Cent. Loan Admin. & Reporting*, 2020 WL  
21 919302, at \*6 (D. Ariz. Feb. 26, 2020) (denying recovery of fees-on-fees from party  
22 sanctioned under the court’s inherent authority). Removing those entries from  
23 Intervenor’s billing records nets entries totaling \$167,702.50. Hamburger Decl., Ex. A  
24 at 7.

25 Even then, Intervenor still would have incurred many of the remaining hours  
26 “without the [City’s purported] misconduct.” *Goodyear*, 581 U.S. at 108. The issues  
27 litigated in this case since March 24, 2025, have been numerous and diverse. The  
28 evidentiary hearing lasted seven days, with only a fraction of that time devoted to issues



1 involving the City’s reporting of encampment reductions. Intervenor’s arguments and  
2 the Court’s order provide a sense of the relative importance of the encampment issue.  
3 The transcript of Intervenor’s closing argument spanned roughly 20 pages, of which  
4 roughly 8.5 pages (42%) discuss encampment-reductions reporting. Dkt. 976 at 220–  
5 28. In its post-hearing brief, Intervenor devoted only 10 of 25.5 pages—roughly 40%—  
6 to the encampment-reduction provision. Dkt. 985 at 13–23. And the Court’s post-  
7 hearing order dedicates just 4 out of 62 pages (6.5%) to this topic. Dkt. 991 at 51–54.

8 The Ninth Circuit has recognized that “across-the-board percentage cuts” can be  
9 “‘a practical means of trimming the fat from a fee application.’” *Gates v. Deukmejian*,  
10 987 F.2d 1392, 1399 (9th Cir. 1992). Here, a sensible benchmark would be that roughly  
11 40% of Intervenor’s fees generally related to the Settlement Agreement were devoted to  
12 the reporting of encampment reductions. This benchmark almost certainly exceeds the  
13 share of hours billed for participation in the hearing that were related to the encampment  
14 issue and would generously exceed this Court’s determination that encampment-  
15 reduction reporting was one of four adjudicated breaches. Accordingly, Intervenor  
16 should be compensated no more than \$67,081.

## 17 CONCLUSION

18 The Court should deny Intervenor’s motion for attorneys’ fees. In the event that  
19 the Court awards any fees, the amount should be no more than \$67,081.

1 DATED: September 5, 2025

Respectfully submitted,

2 GIBSON, DUNN & CRUTCHER LLP

3  
4 By: /s/ Theane Evangelis

5 Theane Evangelis

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*Attorneys for Defendant*  
*CITY OF LOS ANGELES*

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

LA ALLIANCE FOR HUMAN RIGHTS,  
et al.,

Plaintiffs,

v.

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

Defendant.

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

**DECLARATION OF BRADLEY J.  
HAMBURGER IN SUPPORT OF  
DEFENDANT CITY OF LOS  
ANGELES'S OPPOSITION TO  
INTERVENORS' MOTION FOR  
ATTORNEYS' FEES**

Honorable David O. Carter,  
United States District Judge

Action Filed: March 10, 2020

DECLARATION OF BRADLEY J. HAMBURGER  
2:20-cv-02291 DOC (KES)

1 I, Bradley J. Hamburger, declare as follows:

2 1. I am an attorney admitted to practice law in the State of California. I am a  
3 partner in the law firm of Gibson, Dunn & Crutcher LLP, and I am one of the attorneys  
4 representing the City of Los Angeles in the above-referenced action. I submit this  
5 declaration in support of the City's opposition to Intervenor's motion for attorneys' fees.  
6 If called and sworn as a witness, I could and would testify competently to the following:

7 2. At my direction, members of my team converted the time entries for the  
8 Legal Aid Foundation of Los Angeles submitted in support of Intervenor's motion from  
9 PDF to Excel format (specifically, Dkt. 1022-4 at 2-5). At my direction, members of  
10 my team added two columns to these billing records. The first additional column  
11 contains the hourly rate for each timekeeper, as listed in Exhibit A to the declaration of  
12 Shayla Myers (Dkt. 1022-3). The second additional column includes the total value of  
13 each line item, which was calculated by multiplying the number of hours billed by the  
14 hourly rate. My team calculated the total of all numbers in this column and confirmed  
15 that the sum of all entries equals \$201,182.50: the exact value of fees sought in  
16 Intervenor's motion.

17 3. At my direction, members of my team reviewed that data and marked  
18 entries that were either (1) for work performed in connection with the instant fees motion  
19 or (2) so heavily redacted that it was not possible to discern what work was performed.  
20 At my direction, members of my team calculated the total value of the marked entries  
21 and subtracted them from the total amount of fees requested. At my direction, members  
22 of my team calculated 40 percent of these hours, which represents the maximum share  
23 of fees incurred related to the encampment-reduction order. I then personally reviewed  
24 the resulting document for accuracy, which is attached as Exhibit A.

25 4. Attached as **Exhibit A** is a true and correct copy of Intervenor's summary  
26 of LAFLA's billing submitted in support of its motion with entries unrelated to the  
27 encampment-reduction order removed from the subtotal as described above.

28 I declare under penalty of perjury under the laws of the United States of America

1 that the foregoing is true and correct, and that I executed this Declaration at Los Angeles,  
2 California. Executed this 5th day of September, 2025.

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5 Bradley J. Hamburger  
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## **EXHIBIT A**

Table B. Detailed Billing Records ISO Intervenor's Request for Fees and Costs							
Date	Billor	Hours Billed	Activity Code	Litigation Work Type	Activity Details	Billing Rate	Total
5/27/2025	Myers, Shayla R.	7	HG - Court/Hearing	Motion for Sanctions	hearing on motion for sanctions	\$1,025	\$ 7,175.00
5/27/2025	Myers, Shayla R.	0.5	IC - Internal Communication	Motion for Sanctions	call with PW [Redact]	\$1,025	\$ 512.50
5/27/2025	Myers, Shayla R.	4.2	PP - Plan/Prepare	Motion for Sanctions	post-hearing prep, evidence review	\$1,025	\$ 4,305.00
5/27/2025	Myers, Shayla R.	0.6	PP - Plan/Prepare	Motion for Sanctions	prep during lunch for hearing	\$1,025	\$ 615.00
5/27/2025	Myers, Shayla R.	0.2	IC - Internal Communication	Motion for Sanctions	call about evidentiary hearing	\$1,025	\$ 205.00
5/27/2025	Myers, Shayla R.	0.2	IC - Internal Communication	Motion for Sanctions	debrief and discussing next tasks after hearing with Allie	\$1,025	\$ 205.00
5/27/2025	Myers, Shayla R.	1	T - Travel	Motion for Sanctions	travel to courthouse and back	\$1,025	\$ 1,025.00
5/27/2025	Geczy, Isabelle	0.1	MT - Meeting	Motion for Sanctions	meeting with LB about binder assignment	\$600	\$ 60.00
5/27/2025	Geczy, Isabelle	2.6	PP - Plan/Prepare	Motion for Sanctions	send SRM needed documents during hearing	\$600	\$ 1,560.00
5/27/2025	Geczy, Isabelle	0.3	DR - Draft/Revise	Motion for Sanctions	compile for and send to SRM list of ab subbed in attorneys in LA Alliance matter	\$600	\$ 180.00
5/27/2025	Geczy, Isabelle	0.2	MT - Meeting	Motion for Sanctions	call with SRM about evidentiary hearing	\$600	\$ 120.00
5/27/2025	Geczy, Isabelle	0.1	MT - Meeting	Motion for Sanctions	second meeting with LB about more binder help for evidentiary hearing	\$600	\$ 60.00
5/27/2025	Geczy, Isabelle	2.1	RA - Review/Analyze	Motion for Sanctions	review record as [Redact]	\$600	\$ 1,260.00
5/27/2025	Geczy, Isabelle	4.2	PP - Plan/Prepare	Motion for Sanctions	prep SRM binders and court materials for evidentiary hearing	\$600	\$ 2,520.00
5/27/2025	Geczy, Isabelle	0.4	DR - Draft/Revise	Motion for Sanctions	create redline of audit for SRM on adobe	\$600	\$ 240.00
5/27/2025	Geczy, Isabelle	0.7	RA - Review/Analyze	Motion for Sanctions	locate reference to homeless count in the record	\$600	\$ 420.00
5/27/2025	Frank, Allegra	0.5	DI - Discovery/Fact Investigation	Motion for Sanctions	background research [Redact]	\$250	\$ 125.00
5/27/2025	Frank, Allegra	0.2	MT - Meeting	Motion for Sanctions	debrief and discussing next tasks after hearing	\$250	\$ 50.00
5/27/2025	Frank, Allegra	0.5	DI - Discovery/Fact Investigation	Motion for Sanctions	summarizing fact research [Redact]	\$250	\$ 125.00
5/27/2025	Bautista, Litzy	3.5	PP - Plan/Prepare	Motion for Sanctions	review exhibits and prepare trial binder of exhibits for SRM	\$275	\$ 962.50
5/27/2025	Bautista, Litzy	0.1	PP - Plan/Prepare	Motion for Sanctions	meeting with IG re binders for exhibits	\$275	\$ 27.50
5/27/2025	Bautista, Litzy	0.5	PP - Plan/Prepare	Motion for Sanctions	create binders for motion	\$275	\$ 137.50
5/27/2025	Bautista, Litzy	0.3	PP - Plan/Prepare	Motion for Sanctions	2025-05-24 Exhibits for LA Alliance Hearing	\$275	\$ 82.50
5/28/2025	Myers, Shayla R.	0.6	PP - Plan/Prepare	Motion for Sanctions	prep/meeting w/ client during lunch re hearing	\$1,025	\$ 615.00
5/28/2025	Myers, Shayla R.	8.2	HG - Court/Hearing	Motion for Sanctions	hearing on motion for sanctions	\$1,025	\$ 8,405.00
5/28/2025	Myers, Shayla R.	1.8	PP - Plan/Prepare	Motion for Sanctions	prepare for hearing	\$1,025	\$ 1,845.00
5/28/2025	Geczy, Isabelle	1.8	PP - Plan/Prepare	Motion for Sanctions	collect and send documents to shayla during evidentiary hearing	\$600	\$ 1,080.00
5/28/2025	Geczy, Isabelle	0.6	CA - Case Admin	Motion for Sanctions	create exhibits folder and collect necessary documents requested by SRM	\$600	\$ 360.00
5/28/2025	Geczy, Isabelle	3.1	HG - Court/Hearing	Motion for Sanctions	attend settlement hearing with SRM	\$600	\$ 1,860.00
5/29/2025	Myers, Shayla R.	3	PP - Plan/Prepare	Motion for Sanctions	prepare for hearing	\$1,025	\$ 3,075.00
5/29/2025	Myers, Shayla R.	0.5	T - Travel	Motion for Sanctions	travel to hearing	\$1,025	\$ 512.50
5/29/2025	Myers, Shayla R.	9.2	HG - Court/Hearing	Motion for Sanctions	hearing	\$1,025	\$ 9,430.00
5/29/2025	Myers, Shayla R.	0.6	IC - Internal Communication	Motion for Sanctions	Discussing/editing research re witness [Redact]	\$1,025	\$ 615.00
5/29/2025	Myers, Shayla R.	0.5	T - Travel	Motion for Sanctions	travel back from hearing	\$1,025	\$ 512.50
5/29/2025	Myers, Shayla R.	0.6	PP - Plan/Prepare	Motion for Sanctions	prep during lunch for hearing	\$1,025	\$ 615.00
5/29/2025	Myers, Shayla R.	0.6	PP - Plan/Prepare	Motion for Sanctions	prepare after hearing	\$1,025	\$ 615.00
5/29/2025	Geczy, Isabelle	1.8	PP - Plan/Prepare	Motion for Sanctions	located documents for SRM to support during evidentiary hearing	\$600	\$ 1,080.00
5/29/2025	Frank, Allegra	3.5	DI - Discovery/Fact Investigation	Motion for Sanctions	researching witness [Redact]	\$250	\$ 875.00
5/29/2025	Frank, Allegra	0.6	CO - Communication	Motion for Sanctions	Discussing/editing [Redact]	\$250	\$ 150.00
5/30/2025	Myers, Shayla R.	0.5	T - Travel	Motion for Sanctions	travel to court	\$1,025	\$ 512.50
5/30/2025	Myers, Shayla R.	1.7	PP - Plan/Prepare	Motion for Sanctions	prep for hearing	\$1,025	\$ 1,742.50
5/30/2025	Myers, Shayla R.	8.2	HG - Court/Hearing	Motion for Sanctions	hearing	\$1,025	\$ 8,405.00
5/30/2025	Myers, Shayla R.	0.3	IC - Internal Communication	Motion for Sanctions	meeting re [Redact]	\$1,025	\$ 307.50
5/30/2025	Myers, Shayla R.	0.5	T - Travel	Motion for Sanctions	travel back from court	\$1,025	\$ 512.50
5/30/2025	Geczy, Isabelle	0.4	DR - Draft/Revise	Motion for Sanctions	compile [Redact]	\$600	\$ 240.00

5/30/2025	Frank, Allegra	1.3	DI - Discovery/Fact Investigation	Motion for Sanctions	researching [Redact]	\$250	\$ 325.00
5/30/2025	Frank, Allegra	0.3	MT - Meeting	Motion for Sanctions	meeting re [Redact]	\$250	\$ 75.00
6/2/2025	Myers, Shayla R.	9	HG - Court/Hearing	Motion for Sanctions	hearing	\$1,025	\$ 9,225.00
6/2/2025	Myers, Shayla R.	3.8	PP - Plan/Prepare	Motion for Sanctions	prep for hearing	\$1,025	\$ 3,895.00
6/2/2025	Myers, Shayla R.	0.2	IC - Internal Communication	Motion for Sanctions	call with IG and law clerk Allie F [Redact]	\$1,025	\$ 205.00
6/2/2025	Myers, Shayla R.	0.6	PP - Plan/Prepare	Motion for Sanctions	prep during lunch	\$1,025	\$ 615.00
6/2/2025	Myers, Shayla R.	1	T-travel	Motion for Sanctions	travel to/from hearing	\$1,025	\$ 1,025.00
6/2/2025	Geczy, Isabelle	0.2	MT - Meeting	Motion for Sanctions	call with SRM and law clerk Alfie F [Redact]	\$600	\$ 120.00
6/2/2025	Geczy, Isabelle	1.8	RA - Review/Analyze	Motion for Sanctions	review [Redact] previous testimony [Redact]	\$600	\$ 1,080.00
6/2/2025	Geczy, Isabelle	1.3	RA - Review/Analyze	Motion for Sanctions	find [Redact]	\$600	\$ 780.00
6/2/2025	Frank, Allegra	1.2	RA - Review/Analyze	Motion for Sanctions	reviewing hearing transcripts	\$250	\$ 300.00
6/3/2025	Myers, Shayla R.	1.6	PP - Plan/Prepare	Motion for Sanctions	prepare far hearing	\$1,025	\$ 1,640.00
6/3/2025	Myers, Shayla R.	9	HG - Court/Hearing	Motion for Sanctions	hearing	\$1,025	\$ 9,225.00
6/3/2025	Myers, Shayla R.	0.5	IC-internal call	Motion for Sanctions	discussing case strategy	\$1,025	\$ 512.50
6/3/2025	Myers, Shayla R.	0.4	IC-internal call	Motion for Sanctions	touching base after court, discussing transcript review	\$1,025	\$ 410.00
6/3/2025	Myers, Shayla R.	0.5	PP - Plan/Prepare	Motion for Sanctions	prep during lunch	\$1,025	\$ 512.50
6/3/2025	Myers, Shayla R.	1	T-travel	Motion for Sanctions	travel to/from hearing	\$1,025	\$ 1,025.00
6/3/2025	Geczy, Isabelle	2.4	RA - Review/Analyze	Motion for Sanctions	testimony review: [Redact]	\$600	\$ 1,440.00
6/3/2025	Geczy, Isabelle	1.6	RA - Review/Analyze	Motion for Sanctions	fact finding support for SRM during hearing over teams	\$600	\$ 960.00
6/3/2025	Geczy, Isabelle	2.1	RA - Review/Analyze	Motion for Sanctions	testimony review: [Redact]	\$600	\$ 1,260.00
6/3/2025	Frank, Allegra	0.1	CO - Communication	Motion for Sanctions	sending transcript cites (in progress) to IG/SRM	\$250	\$ 25.00
6/3/2025	Frank, Allegra	1.4	RA - Review/Analyze	Motion for Sanctions	Reviewing transcripts for testimony [Redact]	\$250	\$ 350.00
6/3/2025	Frank, Allegra	0.5	MT - Meeting	Motion for Sanctions	discussing case strategy w supervisor	\$250	\$ 125.00
6/3/2025	Frank, Allegra	0.4	CO - Communication	Motion for Sanctions	touching base after court, discussing [Redact]	\$250	\$ 100.00
6/4/2025	Myers, Shayla R.	3.3	PP - Plan/Prepare	Motion for Sanctions	prep for hearing	\$1,025	\$ 3,382.50
6/4/2025	Myers, Shayla R.	8.8	HG - Court/Hearing	Motion for Sanctions	hearing	\$1,025	\$ 9,020.00
6/4/2025	Myers, Shayla R.	0.4	IC - Internal Communication	Motion for Sanctions	call with IG re: [Redact]	\$1,025	\$ 410.00
6/4/2025	Myers, Shayla R.	1.1	PP - Plan/Prepare	Motion for Sanctions	prep during lunch	\$1,025	\$ 1,127.50
6/4/2025	Myers, Shayla R.	0.2	IC - internal Communication	Motion for Sanctions	Allie instruction re [Redact]	\$1,025	\$ 205.00
6/4/2025	Myers, Shayla R.	1	T - Travel	Motion for Sanctions	travel to and from ehargin	\$1,025	\$ 1,025.00
6/4/2025	Geczy, Isabelle	0.6	RA - Review/Analyze	Motion for Sanctions	support SRM during hearing sending documents	\$600	\$ 360.00
6/4/2025	Geczy, Isabelle	0.4	MT - Meeting	Motion for Sanctions	call with SRM re: [Redact]	\$600	\$ 240.00
6/4/2025	Frank, Allegra	0.8	PP - Plan/Prepare	Motion for Sanctions	Organizing transcript cites for review	\$250	\$ 200.00
6/4/2025	Frank, Allegra	0.2	CO - Communication	Motion for Sanctions	instruction re continuing transcript review	\$250	\$ 50.00
6/4/2025	Bautista, Litzy	0.1	RA - Review/Analyze	Motion for Sanctions	23-1022 council Pile update	\$275	\$ 27.50
6/5/2025	Myers, Shayla R.	0.5	IC - Internal Communication	Motion for Sanctions	call w/ Cathy re case	\$1,025	\$ 512.50
6/5/2025	Frank, Allegra	2.5	DR - Draft/Revise	Motion for Sanctions	continuing / finalizing transcript review	\$250	\$ 625.00
6/9/2025	Myers, Shayla R.	0.4	RA - Review/Analyze	Motion for Sanctions	review transcript [Redact]	\$1,025	\$ 410.00
6/10/2025	Frank, Allegra	0.3	MI - Miscellaneous	Motion for Sanctions	Transcript citations - closing args	\$250	\$ 75.00
6/10/2025	Frank, Allegra	1.3	RA - Review/Analyze	Motion for Sanctions	reviewing dosing arguments	\$250	\$ 325.00
6/10/2025	Bautista, Litzy	0.2	MT - Meeting	Motion for Sanctions	meeting with IG and SRM re tasks for following days	\$275	\$ 55.00
6/11/2025	Myers, Shayla R.	0.1	RA - Review/Analyze	Motion for Sanctions	review emails [Redact]	\$1,025	\$ 102.50
6/11/2025	Myers, Shayla R.	0.4	IC - Internal Communication	Motion for Sanctions	meeting w/ AF re [Redact]	\$1,025	\$ 410.00
6/11/2025	Myers, Shayla R.	0.6	MT - Meeting	Motion for Sanctions	meeting w/ IG re [Redact]	\$1,025	\$ 615.00
6/11/2025	Myers, Shayla R.	0.9	RA - Review/Analyze	Motion for Sanctions	review TLS [Redact]	\$1,025	\$ 922.50
6/11/2025	Geczy, Isabelle	0.6	MT - Meeting	Motion for Sanctions	meeting w/ SRM re [Redact]	\$600	\$ 360.00
6/11/2025	Frank, Allegra	0.4	CO - Communication	Motion for Sanctions	transcript assignment meeting	\$250	\$ 100.00
6/11/2025	Bautista, Litzy	1.4	DRC - Draft Court Document	Motion for Sanctions	create draft pleading for motion	\$275	\$ 385.00
6/12/2025	Myers, Shayla R.	0.2	IC - Internal Communication	Motion for Sanctions	comms w/ LB re doc review for TLS	\$1,025	\$ 205.00
6/12/2025	Myers, Shayla R.	0.3	RA - Review/Analyze	Motion for Sanctions	review TLS [Redact]	\$1,025	\$ 307.50
6/12/2025	Myers, Shayla R.	0.3	RA - Review/Analyze	Motion for Sanctions	review TLS [Redact]	\$1,025	\$ 307.50
6/12/2025	Bautista, Litzy	0.2	IC - Internal Communication	Motion for Sanctions	call with SRM	\$275	\$ 55.00
6/13/2025	Myers, Shayla R.	1	RA - Review/Analyze	Motion for Sanctions	review GD brief	\$1,025	\$ 1,025.00



6/13/2025	Myers, Shayla R.	0.1	IC - Internal Communication	Motion for Sanctions	comms w/ LB re [Redact]	\$1,025	\$ 102.50
6/13/2025	Myers, Shayla R.	0.4	RA - Review/Analyze	Motion for Sanctions	review [Redact]	\$1,025	\$ 410.00
6/13/2025	Frank, Allegra	0.2	CO - Communication	Motion for Sanctions	sending transcript review	\$250	\$ 50.00
6/13/2025	Bautista, Litzy	0.1	IC - Internal Communication	Motion for Sanctions	call with SRM	\$275	\$ 27.50
6/15/2025	Myers, Shayla R.	6	DRC - Draft Court Document	Motion for Sanctions	review GD brief and outline response	\$1,025	\$ 6,150.00
6/16/2025	Myers, Shayla R.	12	DRC - Draft Court Document	Motion for Sanctions	draft brief	\$1,025	\$ 12,300.00
6/16/2025	Geczy, Isabelle	4.9	DRC - Draft Court Document	Motion for Sanctions	draft first section of procedural history [Redact]	\$600	\$ 2,940.00
6/16/2025	Geczy, Isabelle	2.7	DRC - Draft Court Document	Motion for Sanctions	draft second section of procedural history section [Redact]	\$600	\$ 1,620.00
6/16/2025	Geczy, Isabelle	1.4	RA - Review/Analyze	Motion for Sanctions	review transcripts from evidentiary hearing	\$600	\$ 840.00
6/16/2025	Frank, Allegra	0.5	RA - Review/Analyze	Motion for Sanctions	reviewing closing arguments	\$250	\$ 125.00
6/16/2025	Frank, Allegra	0.3	RA - Review/Analyze	Motion for Sanctions	reading city's post hearing brief	\$250	\$ 75.00
6/16/2025	Bautista, Litzy	1.5	DRC - Draft Court Document	Motion for Sanctions	draft RJN	\$275	\$ 412.50
6/16/2025	Bautista, Litzy	1.4	DRC - Draft Court Document	Motion for Sanctions	begin draft of Myers dec	\$275	\$ 385.00
6/16/2025	Bautista, Litzy	0.5	DRC - Draft Court Document	Motion for Sanctions	proposed order for RJN	\$275	\$ 137.50
6/17/2025	Myers, Shayla R.	0.2	RA - Review/Analyze	Motion for Sanctions	review LA Alliance filing	\$1,025	\$ 205.00
6/17/2025	Myers, Shayla R.	12	DRC - Draft Court Document	Motion for Sanctions	draft brief re motion for sanctions	\$1,025	\$ 12,300.00
6/17/2025	Myers, Shayla R.	0.1	RA - Review/Analyze	Motion for Sanctions	review County of LA filing	\$1,025	\$ 102.50
6/17/2025	Geczy, Isabelle	0.6	DRC - Draft Court Document	Motion for Sanctions	complete final section of procedural history [Redact]	\$600	\$ 360.00
6/17/2025	Geczy, Isabelle	3.1	DRC - Draft Court Document	Motion for Sanctions	add citations from the record to the other sections of the filing	\$600	\$ 1,860.00
6/17/2025	Geczy, Isabelle	2.3	DRC - Draft Court Document	Motion for Sanctions	complete third section of procedural history (sanctions motions)	\$600	\$ 1,380.00
6/17/2025	Frank, Allegra	2.5	DRC - Draft Court Document	Motion for Sanctions	pulling transcript cites for post-hearing brief	\$250	\$ 625.00
6/17/2025	Frank, Allegra	2.2	DRC - Draft Court Document	Motion for Sanctions	pulling transcript cites for post-hearing brief	\$250	\$ 550.00
6/18/2025	Bautista, Litzy	0.3	RA - Review/Analyze	Motion for Sanctions	updating council file tracking	\$275	\$ 82.50
6/20/2025	Myers, Shayla R.	0.1	RA - Review/Analyze	Motion for Sanctions	review plaintiffs filing	\$1,025	\$ 102.50
6/23/2025	Myers, Shayla R.	0.3	RA - Review/Analyze	Motion for Sanctions	review CLA's response to LAA RJN	\$1,025	\$ 307.50
6/24/2025	Myers, Shayla R.	1	RA - Review/Analyze	Motion for Sanctions	review ruling	\$1,025	\$ 1,025.00
6/24/2025	Myers, Shayla R.	1	IC - Internal Communication	Motion for Sanctions	comms re ruling	\$1,025	\$ 1,025.00
6/24/2025	Geczy, Isabelle	0.2	RA - Review/Analyze	Motion for Sanctions	read new order	\$600	\$ 120.00
6/25/2025	Myers, Shayla R.	0.4	IC - Internal Communication	Motion for Sanctions	call w/ Carol re filing	\$1,025	\$ 410.00
6/26/2025	Bautista, Litzy	0.5	RA - Review/Analyze	Motion for Sanctions	real through filing	\$275	\$ 137.50
7/7/2025	Myers, Shayla R.	0.2	IC - Internal Communication	Motion for Sanctions	comms w/ Cathy re [Redact]	\$1,025	\$ 205.00
7/14/2025	Myers, Shayla R.	0.1	IC - Internal Communication	Motion for Sanctions	comms w/ cathy re [Redact]	\$1,025	\$ 102.50
7/14/2025	Myers, Shayla R.	0.2	IC - Internal Communication	Motion for Sanctions	call w/ Carol S re fees	\$1,025	\$ 205.00
7/14/2025	Myers, Shayla R.	0.3	IC - Internal Communication	Motion for Sanctions	call w/ cathy re fees	\$1,025	\$ 307.50
7/14/2025	Myers, Shayla R.	0.3	EC - External Communication	Motion for Sanctions	draft email to CLA and P re extension of time	\$1,025	\$ 307.50
7/16/2025	Myers, Shayla R.	0.1	IC - Internal Communication	Motion for Sanctions	comms w/ carol re [Redact]	\$1,025	\$ 102.50
7/16/2025	Myers, Shayla R.	0.3	EC - External Communication	Motion for Sanctions	draft email re extension of time	\$1,025	\$ 307.50
7/17/2025	Myers, Shayla R.	0.1	EC - External Communication	Motion for Sanctions	comms w/ EM re motion and consolidating briefing	\$1,025	\$ 102.50
7/17/2025	Myers, Shayla R.	0.1	IC - Internal Communication	Motion for Sanctions	comms w/ IG re drafting stip to continue dates	\$1,025	\$ 102.50
7/17/2025	Myers, Shayla R.	0.2	EC - External Communication	Motion for Sanctions	draft email to OPC re extension	\$1,025	\$ 205.00
7/17/2025	Myers, Shayla R.	0.1	EC - External Communication	Motion for Sanctions	comms w/ OPC re extension	\$1,025	\$ 102.50
7/18/2025	Myers, Shayla R.	0.1	EC - External Communication	Motion for Sanctions	send joint stip to CLA	\$1,025	\$ 102.50
7/18/2025	Myers, Shayla R.	0.3	RA - Review/Analyze	Motion for Sanctions	review draft stipulation for extension of time	\$1,025	\$ 307.50
7/18/2025	Geczy, Isabelle	0.4	DRC - Draft Court Document	Motion for Sanctions	make edits to stip	\$600	\$ 240.00
7/18/2025	Geczy, Isabelle	0.3	DRC - Draft Court Document	Motion for Sanctions	draft proposed order	\$600	\$ 180.00
7/22/2025	Myers, Shayla R.	0.1	RA - Review/Analyze	Motion for Sanctions	review order and comms w/ team re scheduling	\$1,025	\$ 102.50
7/29/2025	Myers, Shayla R.	0.2	IC - internal Communication	Motion for Sanctions	call w/ carol re [Redact]	\$1,025	\$ 205.00
8/6/2025	Myers, Shayla R.	0.1	IC - Internal Communication	Motion for Sanctions	comms w/ KM [Redact]	\$1,025	\$ 102.50
8/6/2025	Myers, Shayla R.	1.7	RS - Legal Research	Motion for Sanctions	legal research re [Redact]	\$1,025	\$ 1,742.50
8/6/2025	Geczy, Isabelle	0.6	RA - Review/Analyze	Motion for Sanctions	review already filed fee motion	\$600	\$ 360.00
8/6/2025	Geczy, Isabelle	0.4	RA - Review/Analyze	Motion for Sanctions	read and review [Redact]	\$600	\$ 240.00
8/6/2025	Geczy, Isabelle	0.5	MT - Meeting	Motion for Sanctions	check-in w/ SRM re: division of work for fees motion	\$600	\$ 300.00

8/6/2025	Geczy, Isabelle	0.2	MT - Meeting	Motion for Sanctions	1st meeting with LB about fees motion assignment	\$600	\$ 120.00
8/6/2025	Geczy, Isabelle	0.6	RA - Review/Analyze	Motion for Sanctions	review intervenors post-hearing brief	\$600	\$ 360.00
8/6/2025	Bautista, Litzy	0.2	MT - Meeting	Motion for Sanctions	meeting with IG re fees motion assignment	\$275	\$ 55.00
8/7/2025	Myers, Shayla R.	0.1	IC - Internal Communication	Motion for Sanctions	call w/ Carol re fees declaration	\$1,025	\$ 102.50
8/7/2025	Myers, Shayla R.	1.2	MT - Meeting	Motion for Sanctions	review fees w/ IG,	\$1,025	\$ 1,230.00
8/7/2025	Myers, Shayla R.	5.6	DRC - Draft Court Document	Motion for Sanctions	draft attorneys fees brief	\$1,025	\$ 5,740.00
8/7/2025	Myers, Shayla R.	0.3	IC - Internal Communication	Motion for Sanctions	call w/ Catherine S re [Redact]	\$1,025	\$ 307.50
8/7/2025	Myers, Shayla R.	0.8	RA - Review/Analyze	Motion for Sanctions	review fees motion	\$1,025	\$ 820.00
8/7/2025	Myers, Shayla R.	1.8	RS - Legal Research	Motion for Sanctions	legal research re attorneys fees	\$1,025	\$ 1,845.00
8/7/2025	Geczy, Isabelle	1.2	MT - Meeting	Motion for Sanctions	review fees, billing discretion with SRM	\$600	\$ 720.00
3/7/2025	Geczy, Isabelle	0.7	MT - Meeting	Motion for Sanctions	meeting with LB about fees motion assignments	\$600	\$ 420.00
8/7/2025	Geczy, Isabelle	1.2	DRC - Draft Court Document	Motion for Sanctions	pull arguments [Redact]	\$600	\$ 720.00
8/7/2025	Geczy, Isabelle	3.7	DRC - Draft Court Document	Motion for Sanctions	review transcripts and citations to the record	\$600	\$ 2,220.00
8/7/2025	Bautista, Litzy	1	DRC - Draft Court Document	Motion for Sanctions	motion for fees - excel post hearing	\$275	\$ 275.00
8/7/2025	Bautista, Litzy	0.3	DRC - Draft Court Document	Motion for Sanctions	Notice of motion and motion far fees shell	\$275	\$ 82.50
8/7/2025	Bautista, Litzy	0.3	DRC - Draft Court Document	Motion for Sanctions	SRM Dec shell for Fees Motion	\$275	\$ 82.50
8/7/2025	Bautista, Litzy	0.8	MT - Meeting	Motion for Sanctions	meeting with IG re fees motion revisions	\$275	\$ 220.00
8/7/2025	Bautista, Litzy	1.1	DRC - Draft Court Document	Motion for Sanctions	fees motion formatting	\$275	\$ 302.50
8/8/2025	Myers, Shayla R.	0.1	DRC - Draft Court Document	Motion for Sanctions	finalize brief cites	\$1,025	\$ 102.50
8/8/2025	Myers, Shayla R.	2.4	DRC - Draft Court Document	Motion for Sanctions	draft fees motion	\$1,025	\$ 2,460.00
8/8/2025	Myers, Shayla R.	1.4	DRC - Draft Court Document	Motion for Sanctions	edits to fees motion	\$1,025	\$ 1,435.00
8/8/2025	Myers, Shayla R.	0.6	IC - Internal Communication	Motion for Sanctions	call w/ IG re filing work assignments, declaration	\$1,025	\$ 615.00
8/8/2025	Myers, Shayla R.	0.1	IC - Internal Communication	Motion for Sanctions	call w/ Cathy S re [Redact]	\$1,025	\$ 102.50
8/8/2025	Myers, Shayla R.	0.4	DRC - Draft Court Document	Motion for Sanctions	draft declaration	\$1,025	\$ 410.00
8/8/2025	Myers, Shayla R.	0.1	DRC - Draft Court Document	Case Administration	calculate fees	\$1,025	\$ 102.50
8/8/2025	Myers, Shayla R.	0.6	DRC - Draft Court Document	Motion for Sanctions	calculate fees	\$1,025	\$ 615.00
8/8/2025	Myers, Shayla R.	0.8	DRC - Draft Court Document	Motion for Sanctions	edits to brief, cites	\$1,025	\$ 820.00
8/8/2025	Myers, Shayla R.	0.4	DRC - Draft Court Document	Motion for Sanctions	draft proposed order	\$1,025	\$ 410.00
8/8/2025	Geczy, Isabelle	0.4	DRC - Draft Court Document	Motion for Sanctions	review fees motion draft	\$600	\$ 240.00
8/8/2025	Geczy, Isabelle	0.1	MT - Meeting	Motion for Sanctions	call with SRM re: citation question for fees motion	\$600	\$ 60.00
8/8/2025	Geczy, Isabelle	0.2	MT - Meeting	Motion for Sanctions	call with SRM and LB re: final tasks for fees motion filing	\$600	\$ 120.00
8/8/2025	Geczy, Isabelle	0.5	MT - Meeting	Motion for Sanctions	call w/ SRM re: fees motion tasks for motion finalization	\$600	\$ 300.00
8/8/2025	Geczy, Isabelle	1.1	DRC - Draft Court Document	Motion for Sanctions	add citations to motion for fees	\$600	\$ 660.00
8/8/2025	Bautista, Litzy	0.3	DRC - Draft Court Document	Motion for Sanctions	srn dec exhibits	\$275	\$ 82.50
8/8/2025	Bautista, Litzy	0.2	DRC - Draft Court Document	Motion for Sanctions	prepare exhibits for SRM declaration	\$275	\$ 55.00
8/8/2025	Bautista, Litzy	0.2	MT - Meeting	Motion for Sanctions	meeting with srm and ig re assignments for fees motion/filing	\$275	\$ 55.00
8/8/2025	Bautista, Litzy	1	DRC - Draft Court Document	Motion for Sanctions	format exhibits for Carol Sobel declaration	\$275	\$ 275.00
8/8/2025	Myers, Shayla R.	1.1	DRC - Draft Court Document	Motion for Sanctions	final edits and finalize motion for attorneys fees	\$1,025	\$ 1,127.50
Total Hours		247.9				Total	\$ 201,182.50
						Removed Entries Total	\$ 33,480.00
						Total Excluding Removed Entries	\$ 167,702.50
						40 Percent of Net Total	\$ 67,081.00