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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 LA ALLIANCE FOR HUMAN
14 RIGHTS, *et al.*,

15 Plaintiffs,

16 v.

17 CITY OF LOS ANGELES, *et al.*,

18 Defendants.

Case No. 2:20-CV-02291-DOC-KES

Assigned to Judge David O. Carter

**REPLY ISO MOTION FOR ORDER
RE SETTLEMENT AGREEMENT
COMPLIANCE**

Before: Hon. David O. Carter
Courtroom: 10A
Hearing Date: March 24, 2024
Hearing Time: 8:30 p.m.

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1 **I. INTRODUCTION**

2 The years that have passed since the settlement agreements were reached in this
3 case have confirmed that the homelessness response system in Los Angeles is not
4 working—billions of dollars are being poured into the “system” but very little of it is
5 making its way to the streets in the form of shelter and true assistance. In an effort to
6 understand the reason, Plaintiffs and the City last year agreed to a stipulated sanction
7 in the form of a third-party audit of LA City homelessness programs. The findings of
8 that audit, filed last week, paint a bleak picture of a City and County system that
9 cannot accomplish what’s required under the settlement agreements.

10 LAHSA does not know who it is paying and for what. The City doesn’t know
11 how much it is paying, and for what. The system is disjointed and mismanaged, with
12 layers of redundancies and bureaucracy built on top of itself. There is nearly zero
13 financial oversight or accountability by the City and County of LAHSA, or by LAHSA
14 of the service providers with whom it contracts. Nobody is ensuring that services
15 which are paid are actually given. Contracts are vague, unclear, and often missing.
16 70% of the 2,293 “Scattered Sites”—time limited subsidies—could produce *no*
17 *documentation of financial expenditures* in the last year, despite multiple follow-ups,
18 resulting in the auditors being unable to “validate the reported number of TLS beds or
19 the total expenses necessary to support those beds.” (Second Am. Draft of the A&M
20 Assessment of the L.A. City Homelessness Programs (“A&M Audit”) at 64, Mar. 6,
21 2025, ECF No. 870.)

22 Against this backdrop, the Alliance’s Motion for Order re Settlement Agreement
23 Compliance is all the more significant. The City must be ordered to comply with the
24 terms of the Settlement Agreement by a date certain—the Alliance requests no more
25 than 30 days for a complete bed plan and no more than 90 days to come into
26 compliance with established Milestones and Deadlines—or face significant
27 consequences up to and including receivership by this Court. The City must also be
28

1 ordered to maintain all Roadmap beds that are not otherwise set to expire while a
2 decision on this motion is pending.

3 **II. THE CITY HAS BREACHED THE SETTLEMENT AGREEMENT BY**
4 **FAILING TO PRODUCE A PLAN TO CREATE THE REQUIRED**
5 **NUMBER OF BEDS**

6 **i. City Has Failed to Produce a Complete Bed Plan**

7 The City is in *per se* breach of the Agreement and has publicly announced an
8 anticipatory breach of the remaining terms of the SA. The City must be ordered to
9 maintain all beds, including Roadmap beds, pending this Court’s resolution of the
10 issues raised in this motion and the Court’s consideration of the massive structural
11 issues raised by the Audit Report. (*See generally*, A&M Audit.)

12 In November 2022, the City was required—but failed—to produce a complete
13 plan for creation of shelter and housing to meet its obligation under the SA. (Am.
14 Fully Executed Order of Dismissal, Ex. 1, Settlement Agreement (“Settlement
15 Agreement”) § 5.2, [ECF No. 429-1](#) (“[After calculating the Required Number under
16 Section 5.2], the City will create plans and develop milestones and deadlines for: . . .
17 the City’s creation of shelter and housing solutions to accommodate a minimum of
18 60% of unsheltered City Shelter Appropriate PEH in each Council District . . . [and] in
19 the City. The City will provide the plans, milestones and deadlines to Plaintiffs . . .”)
20 The plan provided to Plaintiffs in November 2022, contained only 10,450 beds, short
21 of the 12,915 beds as required. (Pl.’s Second Mot. for Order re Settlement Agreement
22 Compliance (“Mot.”) 3:2–4, Feb. 2, 2025, [ECF No. 863](#).) Despite ample opportunity
23 and multiple requests over the last two-and-a-half years the City has not produced an
24 updated plan encompassing the remaining beds. The City is in *per se* violation.

25 **ii. The City is in Anticipatory Breach of the Agreement Because it has**
26 **Impliedly or Expressly Repudiated the Terms**

27 The reason *why* the City has failed to produce a bed plan is even more
28 concerning: it either cannot or doesn’t want to. It has made too many poor financial

1 decisions, resulting in a fiscal crisis of its own making, and now cannot fulfill the
2 terms of the SA without an immediate about-face that it refuses to make.

3 This is an implied and/or express repudiation, also known as an anticipatory
4 breach. *See Taylor v. Johnston*, 15 Cal. 3d 130, 137 (1975) (“Anticipatory breach
5 occurs when one of the parties to a bilateral contract repudiates the contract. The
6 repudiation may be express or implied. An express repudiation is a clear, positive,
7 unequivocal refusal to perform; an implied repudiation results from conduct where the
8 promisor puts it out of his power to perform so as to make substantial performance of
9 his promise impossible.”) (citations omitted); *see also Romano v. Rockwell Int’l, Inc.*,
10 14 Cal. 4th 479, 488–89 (1996) (“[I]f a party to a contract expressly or by implication
11 repudiates the contract before the time for [its] performance has arrived, an
12 anticipatory breach is said to have occurred. The rationale for this rule is that the
13 promisor has engaged not only to perform under the contract, but also not to repudiate
14 his or her promise.”) (citations omitted). Here, the City has made it very clear that it
15 cannot both support the current projects and pay for the new housing and shelter
16 solutions required by the SA. However, the City has also made it clear that it is
17 unwilling to pivot to less expensive options or otherwise make cuts necessary to fulfill
18 the terms of its obligations. (Mot. 7–11.) Whether this is considered an express or
19 implied repudiation, the result is the same: the City is in breach of the SA.

20 **iii. The Court Should Order the City to Maintain All Roadmap Beds,**
21 **Pending Resolution of This Motion and the Audit Hearing.**

22 In September 2024, the City did temporarily produce an updated “plan” which
23 included “migrating” 2,500 Roadmap beds from the Roadmap Agreement with the
24 County (the financing for which has ended) to the Alliance Agreement. This would
25 have the financial benefit to the City of reducing the City’s overall build-obligation by
26 2,500 beds and taking advantage of County funding under the separate Alliance-
27 County/City-County agreements. But the Alliance would have had to agree to amend
28 the SA to permit re-use of those beds rather than “creat[ing]” beds as required.

1 (Settlement Agreement § 5.2(i), (iii).) Because this would cause the overall bed count
2 to be reduced by 2,500—affecting the 2,500 souls who occupy those beds—the
3 Alliance did not agree. (Hr’g Tr. 9–19, Oct. 16, 2024, [ECF No. 791](#).) The City
4 withdrew its proposed bed plan after the County promised to work with the City in
5 good faith to continue to fund the Roadmap beds upon the passage of Measure A—but
6 the County has reneged on that promise. (City’s Opp’n to Mot. for Order re Settlement
7 Agreement Compliance (“Opp’n”) 3:21–4:15, Mar. 6, 2025, [ECF No. 871](#).)

8 Now the City claims it cannot afford to both keep the bed established pursuant
9 to the City/County MOU (“Roadmap beds”) open and add additional housing and
10 shelter beds as required by the SA. (Mot. 7–11.) That claim is highly problematic for
11 two reasons: (i) closing Roadmap beds would be a violation of the SA, and (ii) the
12 City’s alleged fiscal crisis is both self-inflicted and preventable.

13 *First*, the SA contemplates—and the City explicitly agreed—that the beds
14 created under the SA would be in addition to the Roadmap beds. ([Declaration of](#)
15 [Elizabeth A. Mitchell](#) (“Mitchell Decl.”) ¶ 2, filed hereto concurrently.) In the lead-up
16 to the Court’s approval of the City-Alliance Agreement, the Intervenor specifically
17 objected to the alleged lack of clarity in the Agreement as potentially permitting the
18 closure of existing shelter beds while creating new ones. (Intervenor’s Objs. To
19 Proposed Order of Dismissal at 22, May 31, 2022, [ECF No. 434](#).) In response to that
20 specific objection, the City affirmed its commitment to open SA beds *in addition to*
21 Roadmap beds:

22 [T]he absence of a clause preventing [the City from closing beds that
23 are already in existence] should not be of concern because the City has
24 demonstrated its commitment to continue building new beds. Indeed,
25 earlier in this case, the City agreed to build 6,700 beds through the
26 [Roadmap] Memorandum of Understanding (“MOU”) with the County
27 . . . **All of the beds the City is committing to build in this**
28 **Settlement Agreement are in addition to the beds being built**

1 **pursuant to the [Roadmap] MOU.** There will be no double-counting
2 of beds between this Settlement Agreement and the MOU.
3 (City’s Reply to Objs. to Settlement Agreement at 10, June 3, 2022, [ECF No. 438](#)
4 (emphasis added) (citations omitted); *see also* Hr’g Tr. [60:21–22](#), June 9, 2022, [ECF](#)
5 [No. 441](#) (“[Court in announcing decision]: We don’t have double counting here. We
6 have 6700 [Roadmap beds]. You’re representing you’re producing new beds [as part
7 of this agreement.]”). Closing the Roadmap beds would violate the implicit and
8 explicit understanding of the Settlement Agreement, which is that the Roadmap beds
9 would remain open,¹ and the SA beds would be created “in addition to.” Indeed, the
10 Agreement only required the City to build sufficient beds for 60% of the “unsheltered”
11 population. (Settlement Agreement § 5.2.) Without the 6,700 Roadmap beds, the
12 City’s unsheltered number would be far higher, because all persons residing in a
13 Roadmap bed at the time of the 2022 count would have been counted as “sheltered.”
14 (Mitchell Decl. ¶ 3.) It is anticipated that the City may try to close its funding gap by
15 closing at least some of the Roadmap beds, beyond those leases which are naturally
16 expiring. This would be a violation of the terms of the agreement and the City’s on-
17 the-record assurances to the Plaintiffs and the Court. Accordingly, the Alliance asks
18 the Court to issue an order to the City to maintain all Roadmap beds open pending
19 resolution of these significant issues.

20 *Second*, the City’s fiscal woes have been apparent for years, while the City
21 continued to make bad decisions and failed to pivot as needed to fulfill the terms of the
22 SA. Now the City wants an out—which the Court cannot grant. Over a year ago,
23 Special Master Martinez identified the significant financial challenges facing the City:
24 “[T]he City is projected to face budget deficits, especially in the fiscal years 2025-
25 2026. These deficits pose a potential threat to the sustainability of interim housing
26

27 _____
28 ¹ The Alliance recognizes that some beds are set to close for reasons other than
fiscal concerns, including expiration of land leases. The Alliance does not object to
the natural closure of these beds.

1 programs, which could have an impact on the binding settlement agreement [It] is
2 essential to assess how these funding gaps, in conjunction with the funds allocated for
3 the Inside Safe Program, will affect the City’s ability to fulfill its binding
4 commitments.” (Independent Monitoring Report Year One (1) at 7, Feb. 29, 2024,
5 [ECF No. 674](#).) Rather than heed the warnings of both Chief Administrative Officer
6 (CAO) Matthew Szabo and Special Master Martinez, the City instead made a series of
7 financial decisions which put them on this path: The City approved massive pay
8 increases for its civilian workers which added \$196 million to the budget in Fiscal
9 Year 24-25, \$311 million in Fiscal year 25-26, and is estimated to add \$1 billion to the
10 City’s yearly budget by 2028.² This was on top of \$1 billion in pay increases to the
11 City’s sworn personnel over a four-year period in an agreement reached in 2023.³ And
12 specifically in the area of homelessness response funding, the City has consistently
13 focused on the most expensive solutions, namely permanent housing and Inside Safe
14 operations, over more economic options. (Mot. 6–9.)

15 The City claims its financial difficulties were “unexpected” at the time it entered
16 the SA, but the ending of County funding was certainly foreseeable because the
17 agreement by its terms expires this year,⁴ the budget shortfall was identified more than
18 a year ago, and the raises of sworn and unsworn City personnel and focus on expensive
19 homeless housing options all occurred after the agreement was entered into. The only
20

21 _____
22 ² David Zahniser, *Pay hikes for city workers will add \$1 billion to L.A.’s yearly*
23 *budget by 2028, report says*, Los Angeles Times (Apr. 13, 2024, 3:00 AM),
<https://www.latimes.com/california/story/2024-04-13/raises-for-los-angeles-city-workers-will-cost-an-extra-billion-annually-by-2028>.

24 ³ David Zahniser, *L.A. City Council signs off on police raises amid warning of*
25 *financial risk*, Los Angeles Times (Aug. 23, 2023, 3:06 PM),
<https://www.latimes.com/california/story/2023-08-23/lapd-union-contract-is-approved-by-the-city-council>.

26 ⁴ The Alliance understands that on October 25, 2024 the County committed to
27 continuing to pay for Roadmap beds if Measure A passed in November, 2024.
28 Measure A passed, yet the County has backed out of that promise, which is unfair,
unfortunate, and should be separately remedied. But that does not mean the lack of
funding was unforeseeable at the time the SA was entered into.

1 truly “unexpected” issue was the wildfires in January which, while devastating, do not
2 justify the breaches identified herein which occurred and began well before the fires
3 broke out, and at least would warrant the City pivoting to less expensive housing and
4 shelter solutions, which it has not indicated it is willing to do.

5 Finally, the Audit Report released last week reveals in damningly direct
6 language the level of substantive and fiscal mismanagement which has occurred over
7 City homelessness programs, explaining in large part the lack of progress we have seen
8 in reducing street homelessness. (*See generally* A&M Audit.) The lack of oversight
9 and accountability has created an atmosphere that encourages fraud, waste, and abuse
10 while the disjointed system and bloated bureaucracy makes trickle-down help nearly
11 impossible. The City has been throwing hundreds of millions of dollars at LAHSA
12 with little attempt at accountability—and then claims surprise at its financial troubles.

13 The City’s failure to produce a complete bed plan nearly three years into this
14 agreement puts it squarely in violation of the SA. Its recent announcements of massive
15 financial shortfalls both in its general budget and, especially, its inability (or
16 unwillingness) to fund current and future homeless shelter and housing commitments
17 is an implied repudiation of the SA, making it ripe for a finding of anticipatory breach.
18 Closing Roadmap beds in an attempt to re-invest those dollars into SA-compliant beds
19 would violate the implied and express understanding undergirding the SA that SA-beds
20 would be in addition to Roadmap beds.

21 The Alliance thus requests the Court: (i) make a finding the City is in breach of
22 the SA, (ii) order the City to maintain all Roadmap beds pending resolution of these
23 issues, and (iii) order the City to produce a complete bed plan within thirty (30) days
24 which anticipates maintenance of all current and future beds or face serious and
25 significant sanctions to be determined by the Court including but not limited to
26 receivership.

1 **III. THE CITY HAS NOT DEMONSTRATED BEST EFFORTS TO MEET**
2 **MILESTONES AND DEADLINES**

3 The City does not dispute that it has not met the required Milestones and
4 Deadlines, but audacious contends it does not have to. (Opp’n 10 (calling the
5 milestones and deadlines “aspirational goals and targets” and arguing “the Settlement
6 Agreement does not require the City . . . to meet any interim milestone.”).) By the
7 City’s logic, it could establish all 12,915 required beds on the last possible day—June
8 30, 2027—keep them up for 24-hours, and then destroy every single one. This result
9 would frustrate the purpose of the agreement. Plaintiffs specifically negotiated for the
10 ability to challenge the City’s plans to prevent such an unjust result from occurring.
11 (See Settlement Agreement § 5.2 (requiring the City to “provide the plans, milestones
12 and deadlines to Plaintiffs,” mandating the City and Plaintiffs to “work together in
13 good faith to resolve any concerns or disputes” and “consult with the Court for
14 resolution, if necessary.”).)

15 Contrary to the City’s argument, the Agreement does require the beds to be
16 created in line with the milestones and deadlines—the City was and is required to
17 “promptly employ its best efforts to comply with established plans, milestones and
18 deadlines.” (*Id.*) These were never intended to be “aspirational” or unenforceable;
19 rather the City was and is required to move with alacrity and stick to the timeline the
20 City itself identified. It has undoubtedly failed to do so. The only remaining question
21 is whether the City has used “best efforts” to comply. It has not.

22 A party’s “best efforts” “requires a party to make such efforts as are reasonable
23 in [] light of that party’s ability and the means at its disposal and of the other party’s
24 justifiable expectations” *Samica Enters., LLC v. Mail Boxes Etc. USA, Inc.*, 637
25 F. Supp. 2d 712, 717 (C.D. Cal 2008) (citations omitted) (noting “best efforts” is
26 “more exacting” than a “good faith” standard); *see also Cal. Pines Prop. Owners Ass’n*
27 *v. Pedotti*, 206 Cal. App. 4th 384, 395 (2012) (“best efforts” means “the promisor must
28 use the diligence of a reasonable person under comparable circumstances.”). The City

1 has made no effort to prove that it has employed its best efforts to comply with the
2 agreement, and therefore cannot establish compliance with the SA.

3 **i. City Has Failed to Use Its Best Efforts to Meet its Shelter or Housing**
4 **Milestones**

5 The City baldly claims it has used its “best efforts” to meet housing or shelter
6 deadlines but does not even attempt to cite any facts or evidence in support of that
7 claim. (Opp’n 11–12.) The City of Los Angeles has a yearly budget of nearly \$13
8 billion and a homelessness budget in Fiscal Year 24-25 of \$950.8 million, down 25.6%
9 from the prior fiscal year.⁵ It could have done any number of things with such
10 significant funds, including: dedicating all or part of the hundreds of millions of dollars
11 in Inside Safe funds to SA-compliant beds, contracting with shared housing providers
12 to utilize existing infrastructure, placing permit inspectors on-site to avoid having to
13 wait for city inspectors (as the Special Master did in Santa Ana to raise a shelter in
14 only 28 days), or establishing safe sleep sites at very low cost for those who are not yet
15 ready to come inside with a roof and a bed. Yet the City did none of this, plodding
16 along at its business-as-usual pace despite operating under several years of
17 “emergency” declarations.

18 The City takes umbrage with the Alliance’s critique of its choice to focus on
19 slow, expensive housing solutions, and emphasizes that the SA imbues the City with
20 “sole discretion” to choose the housing or shelter solution it deems appropriate. (*See*
21 *Opp’n* 13–14.) In truth, the SA only gives City “sole discretion” to choose the housing
22 or shelter solution it deems appropriate **“as long as the Milestones are met.”**
23 (Settlement Agreement § 3.2 (emphasis added).) The City has not met a single
24 milestone since the SA began—thus it no longer has “sole discretion” to determine the
25 appropriate housing or shelter solution.

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28 ⁵ City of Los Angeles, Overview of the 2024-25 Proposed Budget (Apr. 30, 2024), https://clkrep.lacity.org/onlinedocs/2024/24-0600_rpt_cla_4-30-24.pdf.

1 Plaintiffs filed this case in large part to inject urgency into efforts to reduce
2 unsheltered homelessness to the greatest extent possible, as fast as possible. With a \$3
3 billion-commitment amongst significant platitudes and claims of “big” changes⁶
4 Plaintiffs justifiably expected the City to meet or exceed the milestones it identified.
5 *See Samica Enters.*, 637 F. Supp. 2d at 717. It has not, nor has the City demonstrated
6 in any way that its efforts were “reasonable” in light of its “ability and means at its
7 disposal.” *Id.* (citations omitted).

8 **ii. City Has Failed to Use Its Best Efforts to Meet its Encampment**
9 **Reduction Milestones**

10 The City also does not dispute that it is using CARE/CARE+ clean-ups to meet
11 its encampment reduction numbers which is inappropriate in the Alliance’s view and
12 not what the parties intended when the agreement was entered into. An encampment is
13 not “reduced” when abandoned property or trash is disposed of, but people are
14 permitted to immediately return to the newly cleaned site and no person has been
15 offered shelter or housing. “Reduce” means, according to Merriam-Webster online
16 dictionary, to “decrease” or “diminish in size, amount, extent, or number.”⁷ Nothing in
17 the definition of “reduce” refers a *temporary* or *fleeting* state. There are no words such
18 as “moved, cleaned, temporary, or momentary.” A “reduction” infers a permanent
19 state. CARE/CARE+ cleanings do not “reduce” encampments and should not be
20 counted.

21 It is worth noting, and deeply concerning, that the City alleges that such a policy
22 (offering beds in conjunction with encampment reduction) would not be “factually or
23 legally viable” because “[t]he City does not control who is eligible for housing in each
24

25 _____
26 ⁶ Benjamin Oreskes, *L.A. will shelter more homeless people to end major*
27 *lawsuit, But how many?*, Los Angeles Times (Apr. 1, 2022, 4:19 PM),
<https://www.latimes.com/homeless-housing/story/2022-04-01/los-angeles-homeless-lawsuit-settlement-judge-carter>.

28 ⁷ *Reduce*, Merriam-Webster.com, <https://www.merriam-webster.com/dictionary/reduce> (last visited Mar. 13, 2025).

1 of the City sites . . . and therefore cannot tie encampment reductions to housing
2 offers.” (Opp’n 15–16.) This was clearly not anticipated as part of the SA in 2022—as
3 evidenced by the significant struggle of Councilmembers to maintain the beds they
4 have established over the last several years. Rather, the plain language of the
5 agreement expresses the intent of *both* parties to link the offered shelter and housing
6 opportunities with encampment reduction efforts. Indeed, that is why the parties
7 agreed in the SA to both housing and shelter obligations and encampment reduction
8 efforts.

9 **IV. THE CITY’S OBLIGATIONS HAVE NOT BEEN PAUSED UNDER**
10 **SECTION 8.2**

11 The City’s argument that its obligations are “paused” is disingenuous in light of
12 the City’s failure to even attempt to meet and confer about this issue until after
13 Plaintiff filed its motion for an order compelling compliance. (Mitchell Decl. ¶ 5.)

14 Section 8.2 of the Settlement Agreement provides that “[i]n the event of fires . . .
15 or any local or fiscal emergency declared by the Mayor of Los Angeles and the Los
16 Angeles City Council . . . the obligations of the City as set forth in Sections 3, 4, and 5
17 of this Agreement shall be paused, and the Parties agree to meet and confer on any
18 necessary and appropriate amendments to those obligations.” (Settlement Agreement §
19 8.2.) The City’s counsel sent an email on Wednesday, January 15, announcing “[T]he
20 City’s obligations as provided in Section 8.2 are hereby paused.” (Mitchell Decl. ¶ 6,
21 Ex. 1, Email dated Jan. 15, 2025.) The City promised follow-up: “When we are able to
22 confer with the County and our clients, we will get back to you to engage in a meet and
23 confer process regarding the settlement agreement.” (*Id.*) The Alliance’s response was
24 simple: “I recognize the City is going through an emergency and I am willing to delay
25 filing the motion to compel to permit the City a reasonable period of time to recover
26 from this.” (*Id.*) The Alliance waited for over a month after that email, and three
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28

1 weeks after the fires were fully extinguished, before filing the subject motion. No
2 further contact was made by the City prior to the Alliance filing its motion.⁸

3 Moreover, even if the “pause” is in effect—which it is not because the
4 emergency is no longer pending—such a pause is not indefinite and there is nothing
5 about Section 8.2 which prevents these issues from being resolved while the parties are
6 conferring. The City is undoubtedly in breach, and the people of Los Angeles are
7 undoubtedly suffering from the City’s refusal to comply with the Settlement
8 Agreement.

9 **V. CONCLUSION**

10 For the foregoing reasons, Plaintiff LA Alliance requests (i) the City be ordered
11 to maintain all Roadmap beds which are not otherwise set to expire during the pending
12 of the Court’s consideration of these issues, (ii) a formal finding by the Court that the
13 City is in violation of its obligations under the Settlement, (iii) that the Court set an
14 immediate target by which the City must come into compliance (no more than 30 days
15 for a complete bed plan and no more than 90 days to come into compliance with
16 established Milestones and Deadlines), and (iv) the identification of clear
17 consequences for non-compliance in the form of monetary and injunctive measures the
18 Court deems proper up to and including receivership by this Court.

19
20 Dated: March 13, 2025

Respectfully submitted,

21 /s/ Elizabeth A. Mitchell

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23 Matthew Donald Umhofer
24 Elizabeth A. Mitchell

Attorneys for Plaintiffs

25
26
27 ⁸ The City did contact the Alliance *after* the subject motion was filed to begin
28 discussions regarding Section 8.2. While the Alliance will continue to meet and confer
in good faith, the urgency of the situation demands the Court resolve these issues
immediately.

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10 *Attorneys for Plaintiffs*

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 LA ALLIANCE FOR HUMAN
14 RIGHTS, *et al.*,

15 Plaintiffs,

16 v.

17 CITY OF LOS ANGELES, *et al.*,

18 Defendants.

Case No. 2:20-CV-02291-DOC-KES

Assigned to Judge David O. Carter

**DECLARATION OF ELIZABETH
A. MITCHELL IN SUPPORT OF
REPLY ISO MOTION FOR ORDER
RE SETTLEMENT AGREEMENT
COMPLIANCE**

Before: Hon. David O. Carter
Courtroom: 10A
Hearing Date: March 24, 2024
Hearing Time: 8:30 p.m.

1 I, Elizabeth A. Mitchell, hereby declare as follows:

2 1. I am an attorney at the law firm of Umhofer, Mitchell & King LLP, and I
3 represent Plaintiffs LA Alliance for Human Rights, Joseph Burk, George Frem, Wenzial
4 Jarrell, Charles Malow, Karyn Pinsky, and Harry Tashdjian (“Plaintiffs”) in this action.
5 Except for those that are stated upon information and belief, I have personal knowledge
6 of the facts set forth herein, and if called and sworn as a witness, I could and would
7 testify competently thereto.

8 2. The City and Plaintiffs entered into a Settlement Agreement on May 24,
9 2022, which was subsequently approved by the Court. The Settlement Agreement
10 contemplates—and the City explicitly agreed—that the beds created under the SA would
11 be in addition to the Roadmap beds.

12 3. Without the 6,700 Roadmap beds, the City’s unsheltered number would
13 have been far higher, because all persons residing in a Roadmap bed at the time of the
14 2022 count would have been counted as “sheltered.”

15 4. The only truly “unexpected” issue was the wildfires in January which,
16 while devastating, do not justify the breaches identified herein which occurred and began
17 well before the fires broke out, and at least would warrant the City pivoting to less
18 expensive housing and shelter solutions, which it has not indicated it is willing to do.

19 5. The City’s argument that its obligations are “paused” is disingenuous in
20 light of the City’s failure to even attempt to meet and confer about this issue until after
21 Plaintiff filed its motion for an order compelling compliance.

22 6. Attached hereto as **Exhibit 1** is a true and correct copy of an email
23 exchange between myself and Arlene Hoang, dated January 15, 2025 regarding a
24 “pause” under Section 8.2. I did not receive a response to my email and the City did not
25 send another communication regarding Section 8.2 until February 26, 2025—one day
26 after I filed the Motion for Order re Settlement Compliance.

27
28

1 I declare under penalty of perjury under the laws of the State of California and the
2 United States of America that the foregoing is true and correct to the best of my
3 knowledge and belief.

4
5 Executed on March 13, 2025 at Los Angeles, California.

6
7 /s/ Elizabeth A. Mitchell
Elizabeth A. Mitchell

Exhibit 1

From: [Elizabeth Mitchell](#)
To: [Arlene Hoang](#)
Cc: [Jessica Mariani](#)
Subject: RE: LA Alliance -- meet and confer
Date: Wednesday, January 15, 2025 2:49:00 PM

Hi Arlene,

I think we've sufficiently satisfied our meet-and-confer obligations at this time. I don't find the city's reasons for not hitting milestones compelling, nor does the city have any explanation for its failure to provide the bed plan as required. I don't think a second meet-and-confer is needed.

That said, I recognize the City is going through an emergency and I am willing to delay filing the motion to compel to permit the City a reasonable period of time to recover from this.

Can we make the filing extension 14 days? And if you need more time after that, please let me know.

Thanks,
Liz

From: Arlene Hoang <arlene.hoang@lacity.org>
Sent: Wednesday, January 15, 2025 2:40 PM
To: Elizabeth Mitchell <elizabeth@umklaw.com>
Cc: Jessica Mariani <jessica.mariani@lacity.org>
Subject: Re: LA Alliance -- meet and confer

Dear Liz,

As you know, the City is currently dealing with the ongoing fires and wind storms, which are impacting personnel and resources. Yesterday, the City Council ratified the Mayor's Emergency Declaration which was updated on January 13, 2025. Accordingly, and by its own terms, the City's obligations as provided in Section 8.2 are hereby paused. When we are able to confer with the County and our clients, we will get back to you to engage in a meet and confer process regarding the settlement agreement.

Given the City's current situation, we also request additional time to file the Quarterly Report due today. If we can please obtain a 30-day extension, we would appreciate it. As I am sure you can imagine, the City's resources are slim and we are understaffed so it is tough to estimate at the present time how much time we will truly need. If we can file it sooner, we will certainly do so. Thank you for your understanding.

Arlene Hoang
Deputy City Attorney
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Business and Complex Litigation Division

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