

GIBSON, DUNN & CRUTCHER LLP
THEANE EVANGELIS, SBN 243570
tevangelis@gibsondunn.com
MARCELLUS MCRAE, SBN 140308
mmcrae@gibsondunn.com
KAHN A. SCOLNICK, SBN 228686
kscolnick@gibsondunn.com
BRADLEY J. HAMBURGER, SBN 266916
bhamburger@gibsondunn.com
333 South Grand Avenue
Los Angeles, California 90071-3197
Telephone: 213.229.7000
Facsimile: 213.229.7520

HYDEE FELDSTEIN SOTO, SBN 106866
DENISE C. MILLS, SBN 191992
KATHLEEN KENEALY, SBN 212289
ARLENE N. HOANG, SBN 193395
JESSICA MARIANI, SBN 280748
200 North Main Street, City Hall East, 6th Floor
Los Angeles, California 90012
Telephone: 213.978-7508
Facsimile: 213.978.7011
Email: arlene.hoang@lacity.org

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)

Honorable David O. Carter,
United States District Judge

**REPLY IN SUPPORT OF EX
PARTE APPLICATION FOR
ORDER QUASHING SUBPOENAS**

Dept: 7A

Trial Date: None Set
Action Filed: March 10, 2020

1 The Alliance’s opposition provides no justification for refusing to quash the
2 subpoenas or at least staying their enforcement while the City seeks immediate
3 protection from the Ninth Circuit via a petition for a writ of mandamus.

4 1. The Alliance still has not identified the “extraordinary circumstances”
5 necessary to compel the City’s high-ranking officials to testify. At minimum, the
6 Alliance must show that “the information sought” from Mayor Bass and
7 Councilmembers Rodriguez and Park (1) “is essential to the case” and (2) “cannot be
8 obtained in any other way.” *In re U.S. Dep’t of Educ.*, 25 F.4th 692, 702 (9th Cir. 2022)
9 (granting writ of mandamus); *see Bogan v. City of Boston*, 489 F.3d 417, 423 (1st Cir.
10 2007) (applying both requirements to attempt to depose Boston mayor). The City has
11 already explained why the Mayor and Councilmembers do not possess any first-hand
12 knowledge of the City’s compliance with the Settlement Agreement that the Alliance
13 could not obtain from other officials with day-to-day oversight of the City’s compliance.
14 *See* Dkt. 925 at 4–5; Dkt. 928-1 at 3–4.

15 The Alliance now runs from any argument that the Mayor and Councilmembers
16 have unique knowledge relevant to the motions for compliance with the Settlement
17 Agreement and instead says that this Court should enforce the subpoenas because these
18 high-ranking officials should be forced to testify about the “appropriate remedy” in the
19 event of a breach. Dkt. 934 at 1. The Alliance puts the cart before the horse: The
20 purpose of the hearing is to determine whether there is any breach in the first place. The
21 Alliance also never explains *what* factual information the Mayor and Councilmembers
22 might possess that is relevant to any potential remedy (which is a legal question), much
23 less that lower-level officials could not provide that same information. And in any event,
24 the Alliance has not committed to asking these high-ranking officials factual questions
25 only about a “remedy” for breach (whatever the Alliance might mean by that).

26 2. The Alliance suggests that its untimeliness should be excused—at least as
27 to Mayor Bass and Councilmember Rodriguez—because it previously informed the City
28 that it wanted testimony from them. But the Alliance gets things backward. While the

1 Alliance expressed its intention to elicit testimony from Mayor Bass and
2 Councilmember Rodriguez, the City never agreed to produce either witness voluntarily.
3 The Alliance offers no excuse for waiting to serve subpoenas until a few business days
4 before their compliance dates, forcing both the City and this Court to address this issue
5 in an emergency posture. And while the Alliance contends that a last-minute subpoena
6 to Councilmember Park was necessary based on statements she made this past Thursday,
7 the Alliance's demand that she prepare to testify under oath in just two business days
8 remains an unreasonable one.

9 3. The Alliance does not address or otherwise oppose the City's request that
10 this Court stay enforcement of the subpoenas in the event that it refuses to quash them.
11 If the Court is inclined to deny this application, it should at a minimum stay enforcement
12 of the subpoenas while the City petitions the Ninth Circuit for a writ of mandamus.

1 DATED: May 24, 2025

Respectfully submitted,

2
3 BY: /s/ Theane Evangelis
Theane Evangelis

4 GIBSON, DUNN & CRUTCHER LLP
5 THEANE EVANGELIS, SBN 243570
tevangelis@gibsondunn.com
6 MARCELLUS McRAE, SBN 140308
mmcrae@gibsondunn.com
7 KAHN SCOLNICK, SBN 228686
kscolnick@gibsondunn.com
8 BRADLEY J. HAMBURGER, SBN 266916
bhamburger@gibsondunn.com
9 333 South Grand Avenue
Los Angeles, California 90071-3197
10 Telephone: 213.229.7000
Facsimile: 213.229.7520

11 HYDEE FELDSTEIN SOTO, SBN 106866
12 DENISE C. MILLS, SBN 191992
KATHLEEN KENEALY, SBN 212289
13 ARLENE N. HOANG, SBN 193395
JESSICA MARIANI, SBN 280748
14 200 North Main Street, City Hall East,
6th Floor
15 Los Angeles, California 90012
Telephone: 213.978-7508
16 Facsimile: 213.978.7011
Email: arlene.hoang@lacity.org

17 *Attorneys for Defendant*
18 *CITY OF LOS ANGELES*