

1 UMHOFER, MITCHELL & KING LLP
2 Matthew Donald Umhofer (SBN 206607)
3 Elizabeth A. Mitchell (SBN 251139)
4 767 S. Alameda St., Suite 221
5 Los Angeles, California 90017
Telephone: (213) 394-7979
Facsimile: (213) 529-1027
mumhofer@umklaw.com
emitchell@umklaw.com

6 || Attorneys for Plaintiffs

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 LA ALLIANCE FOR HUMAN
RIGHTS *et al.*¹

12 || Plaintiffs.

14 ||

CITY OF LOS ANGELES, *et al.*,

15 Defendants.

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

Assigned to Judge David O. Carter

**PLAINTIFF LA ALLIANCE FOR
HUMAN RIGHTS' OPPOSITION
TO DEFENDANT CITY OF LOS
ANGELES' MOTION FOR ORDER
RE COMPLIANCE WITH
SECTION 8.2 OF SETTLEMENT
AGREEMENT**

Date: February 9, 2026
Time: 8:30 a.m.
Location: Courtroom 10A

Complaint Filed: March 10, 2020
SASC Filed: July 15, 2022
Settlement Filed: May 24, 2022

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The City's attempts to turn the tables and accuse Plaintiff LA Alliance of bad
4 faith are a ridiculous distraction. It is the City who is requesting that Plaintiff simply
5 accede to the complete evisceration of a key provision in the Settlement Agreement.
6 Plaintiff has met and conferred on City's request to be relieved of its obligations and
7 has reasonably rejected the City's remarkable request. The City has failed to justify its
8 requested modifications and the motion should be denied.

9 The real reason for the City's motion is that the City has belatedly realized that
10 the encampment reduction number of 9,800 (which the City proposed and agreed to in
11 writing) is a bigger lift than it anticipated, and the City wants Plaintiff to collude with
12 the City to reduce the encampment reduction number by a whopping 77 percent. LA
13 Alliance's unwillingness to agree to such a dramatic reduction of a key Settlement
14 Agreement obligation is not bad faith—it is sound judgment.

15 **II. ARGUMENT**

16 The City's latest effort to evade its obligations under the Settlement Agreement
17 cannot be viewed in a vacuum. The City has shamelessly shirked multiple Settlement
18 Agreement obligations in a manner that is well known to the Court. And on the
19 specific issue of its encampment reduction obligations, the City has a long history of
20 failing to do what is required under the Settlement Agreement.

21 First, the City delayed providing milestones and deadlines for encampment
22 reduction. (Declaration of Elizabeth A. Mitchell ("Mitchell Decl.") ISO Pl.'s Mot. for
23 Order re Settlement Agreement Compliance & for Sanctions, Dkt. No. 668-1, at ¶¶ 2–
24 4.) Then, the City promised to engage service providers in developing a plan for
25 district-by-district encampment reduction. (Joint Stipulation to Resolve Mot. for Order
26 re: Settlement Agreement Compliance and Sanctions ("Joint Stip."), Dkt. No. 713, at
27 ¶¶ 1–2; Mitchell Decl. at ¶¶ 5–6.) Then, after LA Alliance afforded the City additional
28 time to develop its plan, the City failed to do what it assured LA Alliance it would do

1 and failed to inform LA Alliance once that plan collapsed, thus capitalizing on an
2 eight-month delay in fulfilling the terms of the Agreement. (Joint Stip. at ¶¶ 3–5;
3 Mitchell Decl. at ¶ 9.) This course of conduct led to a court determination that the City
4 had acted in bad faith and a stipulated sanction that included the payment of \$725,000
5 in attorneys’ fees. (Transcript of Proceedings, March 11, 2024; at 12:13-13; Joint Stip.
6 at ¶ 8; Transcript of Proceedings, April 8, 2024, Dkt. 720, at 5:13-14.)

7 The City then failed to provide the Court with quarterly reports concerning its
8 encampment reduction efforts, and, despite the clear language in the Settlement
9 Agreement attempted to reduce its encampment reduction obligations through a
10 warped reading of the Agreement terms. (Mot. for Order re Settlement Agreement
11 Compliance, Dkt. No. 76; Def. City of LA’s Opp’n to Pl.’s Mot. for Order re:
12 Settlement Agreement Compliance, Dkt. No. 774; Reply ISO Mot. for Order re:
13 Settlement Agreement Compliance, Dkt. No. 776.) This Court rejected the City’s re-
14 interpretation of its encampment reduction obligations, ordered the City to provide
15 updated reporting consistent with the plain language of the Agreement, and reaffirmed
16 the City’s 9,800 encampment reduction number. (Order re Pl.’s Mot. re Settlement
17 Agreement Compliance, Mar. 24, 2025, Dkt. No. 874.) The City then ignored the
18 Court’s order and failed to report its encampment reduction numbers consistent with
19 the Court’s order. (Order Granting in Part & Denying in Part Pl.’s Mots. for Settlement
20 Compliance (“Order”) Dkt. No. 991, at 57-58.) The City has appealed the Court’s
21 decisions concerning encampment reductions. (Notice of Appeal of Def. City of L.A.,
22 Dkt. No. 1014.)

23 It is obvious that the City was trying to escape its agreed to 9,800-encampment-
24 reduction obligation well before the asserted “emergencies” arose. Having failed
25 previously to convince the Court to relieve it of the fullness of its encampment
26 reduction requirements, the City tries a new tack, seeking relief under Section 8.2 of
27 the Settlement Agreement from its encampment reduction numbers based on asserted
28 emergencies.

1 **A. The Arguments the City is Not Making Are Telling**

2 To capture how ludicrous the City's argument is, it is helpful to begin with
3 arguments the City is not making:

- 4 • The City is not arguing that it didn't agree to reduce or resolve 9,800
5 encampments.
- 6 • The City is not arguing that LA Alliance is legally required to relieve the
7 City of its 9,800-encampment-reduction obligation.
- 8 • The City is not contending that it is impossible for the City to reduce the
9 number of encampments in the City by 9,800.
- 10 • The City cites no law about *force majeure* clauses and what is needed to
11 trigger them.
- 12 • The City makes no effort to connect its claimed emergencies with its
13 encampment reduction/resolution efforts, including (i) how much it costs
14 to resolve a single encampment; (ii) how the expenses arising out of the
15 asserted emergencies compare to encampment reduction costs; and (iii)
16 whether the emergency costs came out of the same budgetary bucket as
17 encampment reduction.
- 18 • Finally, the City is not arguing that the fires or the protests actually caused
19 the City to lose its ability to address encampments or had any impact on
20 the City's capacity to resolve encampments. Indeed, the City fails to
21 identify any causal link between the asserted emergencies and its
22 encampment reduction capacity.

23 The City's failure to demonstrate any causal link between the claimed
24 emergencies and its requested modifications is fatal to its claim. Courts interpret
25 Settlement Agreements under the same principles that govern other contracts. *Coral*
26 *Farms, L.P. v. Mahony*, 63 Cal. App. 5th 719, 726 (2021). When a party to a contract
27 triggers the contract's *force majeure* provision(s), courts evaluate whether the event
28 actually caused the party's performance to become impossible or unreasonably

1 expensive. *W. Pueblo Partners, LLC v. Stone Brewing Co., LLC*, 90 Cal. App. 5th
2 1179, 1188 (2023) (“[W]here a contract contains a *force majeure* provision, the ‘mere
3 increase in expense does not excuse the performance unless there exists “extreme and
4 unreasonable difficulty, expense, injury, or loss involved.”’”) (quoting *Butler v.
5 Nepple*, 54 Cal. 2d 589, 599 (1960)). The identified emergency or emergencies can
6 only excuse the City’s obligation where, “in spite of skill, diligence, and good faith on
7 [Defendant’s] part, performance became impossible or unreasonably expensive.”
8 *Watson Labs., Inc. v. Rhone-Poulenc Rorer, Inc.*, 178 F. Supp. 2d 1099, 1110 (C.D.
9 Cal. 2001) (citation omitted). And “California law requires . . . that each event claimed
10 to be a ‘*force majeure*’ be beyond the control of the breaching party.” *Id.* at 1111. The
11 City does not even attempt to demonstrate extreme expense or difficulty in
12 encampment resolutions due to the identified emergencies, fails to even allege “skill,
13 diligence, and good faith” in attempting performance, and certainly cannot claim that
14 at least the fiscal emergency was beyond its control given the long runway it had to
15 address its financial woes before they became emergencies. (Mot. for Order re
16 Settlement Agreement Compliance at 7–11, Feb. 20, 2025, Dkt. No. 863.)

17 The end result of the arguments not made by the City is that (i) the City is
18 contractually obligated to reduce the number of encampments by 9,800; (ii) the LA
19 Alliance has no obligation to accede to a reduction of that number; (iii) there is no
20 actual proof that the emergencies require or justify a decrease in the City’s
21 encampment reduction obligation.

22 **B. LA Alliance Met and Conferred Extensively on Section 8.2**

23 That leaves the City with the extraordinary argument it actually makes, which
24 appears to be that its pre-existing desire to deflate or evade its encampment reduction
25 obligations has been subsequently justified by unrelated emergencies, and that LA
26 Alliance acted in bad faith by failing to meet and confer (despite *four* meet and confers
27 and several written exchanges on the matter) and doing so in bad faith (apparently by
28

1 failing to be persuaded by the City's emergency-based arguments). The argument can't
2 even survive its articulation.

3 While the City's argument is self-defeating, it is also inconsistent with both the
4 evidence and the law. Buried in the City's brief is the necessary concession that LA
5 Alliance did actually meet and confer with the City several times. Specifically, the
6 parties met four times in 2025—on March 4, August 7, August 14, and October 30—in
7 an effort to address the City's request for a modification under Section 8.2 of the
8 Settlement Agreement based on emergencies experienced by the City.¹ The parties also
9 exchanged multiple emails concerning their positions. (Declaration of Elizabeth A.
10 Mitchell ISO Plaintiff's Reply re: Evidentiary Hr'g on Settlement Breach ("Mitchell
11 Decl. re Settlement Breach") Ex. A, Email from A Hoang, dated Jan. 15, 2026, Dkt.
12 No. 984-02; *see also* Declaration of Elizabeth A. Mitchell ("Mitchell Decl.") Exs. A–
13 D, Emails re January–March 2025 meet-and-confers (filed concurrently); Skolnick
14 Decl. Ex. A, Email dated Aug. 6, 2025, Dkt. No. 1122-03; Ex. C, Email dated Aug. 14,
15 2025, Dkt. No. 1122-08; Ex. E, Email dated Oct. 16, 2025, Dkt. No. 1122-10.)

16 This undisputed record of multiple meetings and written communications is the
17 very definition of meeting and conferring. *Doe v. G6 Hospitality Property LLC*, No.
18 25-cv-00347, 2025 WL 3537626, at *2 (W.D. Wash. Dec. 10, 2025) ("The Local Civil
19 Rules define a 'Meet and Confer' as 'a good faith conference in person or by telephone
20 to attempt to resolve the matter in dispute without the court's involvement.'" (citation
21

22 ¹ Defendant City wrongly identifies August 7, 2025 as the "first meet-and-confer
23 call" and August 22, 2025 as the "second discussion." (Def. City of L.A.'s Mem. of
24 P&A ISO Mot. for Order re Compliance with Section 8.2 of the Settlement Agreement
("City Mem.") at 2 n.1 & 7:25-26; 8:3-4 Dkt. No. 1122-01.)

25 Defendant ignores the parties' first meet-and-confer on this subject on March 4,
26 2025, wherein the City requested the Alliance agree to modify the Settlement
27 Agreement under Section 8.2 to count 3,000 "Roadmap" beds towards the City's
28 Settlement Agreement obligations. (See Mitchell Decl. & Exs. A–D; *see also* City
Mem. at 7:16–18, Dkt. No. 1122-02 ("The City reached out to the Alliance again in
February and March, but the Alliance would not agree to any modifications of the
Agreement.") In response to the City's request, counsel for LA Alliance asked: "Can
you please send me the proposed 3,000 beds you would migrate?" The City never
responded. (Mitchell Decl. ¶ 4 & Exs. A–D; *see also* Mitchell Decl. re Settlement
Breach & Ex. A–D, Dkt. Nos. 984-01 through 984-05.)

1 omitted)); *Fahey v. Wally's Las Vegas, LLC*, No. 25-CV-01044, 2025 WL 3519143, at
2 *1 (D. Nev. Dec. 5, 2025) (“The meet-and-confer requirement ‘may only be satisfied
3 through direct dialogue and discussion in a face-to-face meeting, telephone conference,
4 or video conference. The exchange of written, electronic, or voice-mail
5 communications does not satisfy this requirement.’” (citation omitted).). Under the
6 plain meaning of the phrase “meet and confer,” LA Alliance met its meet-and-confer
7 obligation.

8 Unable to demonstrate that LA Alliance did not actually meet and confer, the
9 City claims LA Alliance did not meet and confer in good faith. The City is again
10 wrong on both the law and the facts.

11 *First*, the law identifies the purpose of a meet and confer not as substantive, but
12 procedural which allows parties “to meaningfully discuss each contested [] dispute in a
13 genuine effort to avoid judicial intervention.” *Shuffle Master, Inc. v. Progressive*
14 *Games, Inc.*, 170 F.R.D. 166, 171 (D. Nev. 1996). The parties are obliged to “present
15 to each other the merits of their respective positions with the same candor, specificity,
16 and support during the informal negotiations as during the briefing of [] motions.” *Nev.*
17 *Power Co. v. Monsanto Co.*, 151 F.R.D. 118, 120 (D. Nev. 1993). Put differently, “the
18 purpose of a meet and confer requirement is for the parties to engage in a meaningful
19 dialogue about their respective positions on disputed issues to see whether they can
20 resolve (or at least refine) the disputes without court intervention, saving time and
21 money for the litigants as well as the court system.” *In re Glumetza Antitrust Litig.*,
22 Case No. 19-cv-05822, 2020 WL 3498067, at *5 (N.D. Cal. June 29, 2020). The LA
23 Alliance’s participation in four meetings and several written exchanges accomplished
24 this purpose—the LA Alliance unquestionably engaged in meaningful dialogue about
25 the City’s position and its position concerning the City’s proposed modifications under
26 Section 8.2.

27 The meet-and-confer process here did not result in agreement. But meet-and-
28 confer requirements “**do not require agreement**; instead they invite meaningful, good

1 faith efforts to narrow disputes in order to conserve party and judicial resources.”
2 *Jimenez v. Allstate Ins. Co.*, Case No. LA CV10-08486, 2018 WL 11362268, at *6
3 (C.D. Cal. Nov. 28, 2018) (emphasis added); *see also Zahedi v. Liberty Mut. Ins.*, Case
4 No. CV 24-5482, 2025 WL 1823305, at *5 (C.D. Cal. July 1, 2025) (“Local Rule 7-3,
5 which requires a meet and confer process prior to the filing of a motion, does not
6 require agreement; instead, it invites meaningful, good faith efforts to narrow disputes
7 in order to conserve party and judicial resources.”). The City’s motion rests on the
8 invalid, non-existent principle that LA Alliance was acting in bad faith because it did
9 not agree to the City’s proposed modification of the Settlement Agreement. *U.S.*
10 *E.E.O.C. v. Riviera Operating Corp.*, No. 04-cv-01257, 2006 WL 8088329, at *1 (D.
11 Nev. Sept. 13, 2006) (“A meaningful meet and confer does not require that the parties
12 agree, only that they attempt, in good faith, to resolve their discovery issues without
13 court intervention. After a reading of the parties’ communications the court finds such
14 a good faith effort was made.”). As a matter of law, the lack of an agreement does not
15 mean a meet and confer did not happen or was carried out in bad faith.

16 *Second*, the facts do not help the City either. The factual fulcrum of the Motion
17 is the City’s insistence that LA Alliance ignored, failed to respond, stonewalled, and
18 refused to negotiate concerning the City’s proposed negotiation. But the record
19 exposes the insipidness of this insistence:

21 City’s Assertion	22 Evidence
22 LA Alliance was unresponsive to the 23 City’s meet and confer overtures	24 25 26 27 28 <ul style="list-style-type: none">• January 8, 2025: LA Alliance responds to meet and confer request within an hour of City’s email (Mitchell Decl. re Settlement Breach Ex. A, at 4);• January 10–13: LA Alliance responds to meet and confer request within 44 hours of City’s email (<i>Id.</i> at 2);• March 25, 2025: LA Alliance responds to meet and confer request within 5 hours of City email (Declaration of Matthew

	<p>Donald Umhofer (Mitchell Decl. Ex. A, at 3);</p> <ul style="list-style-type: none">• March 25, 2025: LA Alliance responds to meet and confer request within 5 minutes of City email (<i>Id.</i> at 2);• March 27, 2025: LA Alliance responds to meet and confer request within 3 hours of City email (<i>Id.</i> at 1);• July 24–25, 2025: LA Alliance responds to meet and confer request within 24 hours of City email (Mitchell Decl. Ex. B, at 13–14);• July 27, 2025: LA Alliance responds to meet and confer request within 12 hours of City email (<i>Id.</i> at 12);• July 30, 2025: LA Alliance responds to meet and confer request within 14 minutes of City email (<i>Id.</i> at 11–12);• August 6–8, 2025: LA Alliance responds to meet and confer request within 48 hours of City email (<i>Id.</i> at 9–10);• August 11, 2025: LA Alliance responds to meet and confer request within 3 hours of City email (<i>Id.</i> at 7–8);• August 11–14, 2025: LA Alliance responds to meet and confer request within 72 hours of City email (<i>Id.</i> at 2–7);• August 14, 2025: LA Alliance responds to meet and confer request within 15 mins of City email (<i>Id.</i> at 1–2);• August 15, 2025: LA Alliance responds to meet and confer request within 20 mins of City email (<i>Id.</i> at 1);• October 16–17, 2025: LA Alliance responds to meet and confer request within 16 hours of City email (Mitchell Decl. Ex. C, at 1–2);• October 23, 2025: LA Alliance responds to meet and confer
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	request within 6 hours of City email (Mitchell Decl. Ex. D, at 1).
LA Alliance was unwilling to meet and confer with the City	<ul style="list-style-type: none">• In response to City request to modify agreement under Section 8.2 by double-counting 3,000 beds: “Can you please send me the proposed 3,000 beds you would migrate?” (Mitchell Decl. Ex. A, at 1.) The City never responded. (Mitchell Decl. ¶ 4.)• “I understand there were some things we agreed to do at the conclusion of the meet and confer, including putting some questions in writing, which we will get to you early next week. In the meantime, we’d like to get a new date/time on calendar to continue the meet and confer as I understand we didn’t even get to the myriad issues the City isn’t doing per the agreement.” (Mitchell Decl. Ex. B, at 9.)• “Regarding the ‘myriad issues’ I sent those to you on 7/25, but I’ll include them again below. Our positions are pretty clear, and I’m not sure what else you’re looking for here but if you have specific questions I can answer them.” (<i>Id.</i> at 7.)• “I think all of this is going to take far more than 2 hours, so we may want to get another date/time on the books right away. Please suggest some times that work for your team.” (<i>Id.</i> at 6.)• “Can we find a solid 2-3 hours? Happy to host at our office to facilitate conversation if that’s possible. [Proposing five dates and times.] If none of these work, please provide your dates/times and I’ll see what we can do to make it work.” (<i>Id.</i> at 2.)• “[W]e can block out the following times [providing three dates and times with 2-3 hours available]. If none of those work for you, please provide dates and

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<p>times the following week that work for your team and we'll find something that works." (Scolnick Decl. Ex. C, at 13, Dkt. No. 1122-8.)</p> <ul style="list-style-type: none">• "Please provide me with the City's position regarding: 1) which of these emergencies does the City still claim is "active" and why, 2) exactly what obligations, if any, the City is "pausing" and on what basis—specifically what is it about each emergency that is necessitating a pause in which obligations? and 3) in light of our last two meet-and-confers about these issues, and recognizing the Alliance's position, what modifications or amendments is the City proposing based on these emergencies? It's been nearly three months since we began meeting and conferring on these issues and I'm not seeing any movement." (Mitchell Decl. Ex. C, at 1.)• "Thank you for providing the City's reasonable estimate on reductions. Can you please describe to me in detail the basis for the determination and any underlying data relied upon to reach the conclusions? Assuming the validity of the number, that leaves 8,335 resolutions the City is required to make in the next eight months. Does the City reasonably believe that is possible? How? If not, please let us know the City's proposed modifications and how those relate to the City's claimed emergencies. We'd love to be part of the solution and cheer the City on to accomplish its obligations here, but the Alliance will not facilitate or enable the City's current lackadaisical approach to encampment reductions." (<i>Id.</i>)
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1 LA Alliance didn't negotiate with the 2 City re: its request for modifications 3 under Section 8.2 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<ul style="list-style-type: none">• “Fundamentally we do not believe the emergencies you’ve identified in any way provide a sufficient basis for the City to decrease its commitments. However, to the extent the City requires additional time to meet its obligations due to the emergencies/pauses you’ve identified, that’s probably fair—maybe it’s a concomitant extension of the agreement for all time which is paused.” (Mitchell Decl. Ex. B, at 3 (emphasis added).)• “If you guys want to give us actual information about how many actual reductions you’ve made that are compliant with the Court’s definition, you guys can do that. You don’t have to, but you can do that, and then I’ll consider a number.” (Scolnick Decl. Ex. B, Meet & Confer Tr. 41:17–21, Aug. 7, 2025, Dkt. No. 1122-07 (emphasis added).)• “I don’t know right now, because you guys aren’t giving me the information I need to make an educated decision about whether, in the plaintiffs’ view ... it would be a reasonable modification to give you credit.” (<i>Id.</i> at 46:15–19.)• “And so that’s why I need that information, to figure out -- to exercise my discretion and the client’s discretion and, you know, our collective discretion around whether that’s a reasonable modification or not that we would agree to.” (<i>Id.</i> at 46:24–47:3.)• “And so, no, those 6,000 reductions that the City has reported is not consistent with what it had an obligation to do, either in the original settlement agreement discussions or the subsequent encampment reduction discussions. So that’s not something we are willing to do. As we noted, we would be open to giving you credit for
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	<p>those that do count.” (Scolnick Decl. Ex. F, Meet & Confer Tr. 7:19–25, Oct. 30, 2025, Dkt. No. 1122-11 (emphasis added).)</p>
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Simply put, the evidentiary record decimates the City’s suggestion that LA Alliance failed to meaningfully participate in good faith in the meet and confer process. One party’s lack of agreement to another party’s effort to escape from its express obligations under a settlement agreement cannot be equated with a bad faith failure to participate in a meet and confer process.

If any party could be criticized for its failure to meet and confer in good faith here, it is the City. The City transparently sought to leverage awful but unrelated events to get what it had been trying to get for months before the events: out from under its promise to resolve 9,800 encampments. The City did so without ever producing evidence to establish a causal link between the emergencies and the City’s ability to address encampments. And the City has not wavered from its proposed modification by a single digit (Scolnick Decl. Ex. F, Meet & Confer Tr. 17:4–15, Oct. 30, 2025, Dkt. No. 1122-11), and outright refused to consider LA Alliance’s counter-offer to extend the deadline for encampment reduction. It is the City, not the LA Alliance, that refused to negotiate in good faith, and the reason for that is obvious: the City just doesn’t want to comply with its encampment reduction obligations.

20 C. The Two Cases Cited in the Motion Don’t Save the City.

21 The City’s brief studiously sidesteps citations to actual case authority
22 concerning good faith meet and confer obligations and instead focuses on two cases
23 that (i) have no bearing here, and (ii) actually favor the Alliance upon inspection.

24 The City’s favorite case appears to be *Oakland Bulk & Oversized Terminal, LLC*
25 v. *City of Oakland*, 112 Cal. App. 5th 519 (2025), *review denied* (Sept. 17, 2025). It’s a
26 contract case, not a meet and confer case, so it sheds little legal light on the City’s
27 meet-and-confer contentions here. The passages cited by the City relate to a claim for
28 breach of the implied covenant of good faith and fair dealing with respect to a

1 contract—but the City has not sued LA Alliance for such a breach, and the City cites
2 no authority that suggests that the analysis of whether a party met and conferred in
3 good faith is the same as the analysis of a tort claim for a breach of the covenant of
4 good faith and fair dealing. And the context of *Oakland Bulk* and a basic reading of the
5 decision exposes the flaws in the City’s reliance upon it.

6 *Oakland Bulk* involved a series of agreements between the City of Oakland and
7 a private company to develop a cargo shipping terminal. The City of Oakland
8 terminated the project, and Oakland Bulk sued, alleging, among other things, a breach
9 of the implied covenant of good faith and fair dealing. At trial, the trial court found
10 that the City of Oakland engaged in a pattern of delay designed to ditch the deal (a
11 course of conduct that may sound familiar to this Court). The City of Los Angeles
12 hangs its hat on platitudes from *Oakland Bulk* like parties should “refrain from doing
13 anything which would render performance of the contract impossible,” but also “do
14 everything that the contract presupposes that [they] will do to accomplish its purpose”
15 (City Mem. 13:18–21)—without ever even attempting to show that LA Alliance did
16 anything to render performance under the Settlement Agreement impossible or failed
17 to do things that the Settlement Agreement presupposed. Moreover, in *Oakland Bulk*,
18 the private company claimed the City of Oakland had triggered the contract’s *force
majeure* clause by acting in a manner that made it impracticable or unreasonably
19 difficult for the private company to perform its contractual obligations (*Oakland Bulk*,
20 112 Cal. App. 5th at 539–40)—here, LA Alliance has done nothing to prevent the City
21 of Los Angeles from performing its obligations. The City is failing all on its own.

22 But the City’s primary point in citing *Oakland Bulk* is to support the principle
23 that a party violates its good faith “mak[ing] no meaningful effort to compromise,”
24 (City Mem. 14:8–10), pointing to language in *Oakland Bulk* about the City of Oakland
25 failing to “provide any substantive responses to” letters written by the private
26 company. 112 Cal. App. 5th at 538. But again, the City of Los Angeles makes no
27 showing that the LA Alliance made no meaningful effort to compromise or that the LA

1 Alliance failed to provide substantive responses. The LA Alliance offered a
2 compromise to the City—that in light of the asserted emergencies, the City could have
3 more time to come into compliance (Mitchell Decl. Ex. B, at 3)—and the City never
4 gave any substantive response to that compromise offer. The LA Alliance
5 substantively responded to the City’s emergency assertions in writing and in three
6 meet and confers by explaining why the City’s evidence concerning the emergencies
7 did not justify a reduction in the City’s encampment reduction obligations under the
8 agreement, and the City responded by insisting that its evidence was enough. (Mitchell
9 Decl., at A, B.) By contrast, *Oakland Bulk* involved a party ignoring letters and
10 refusing to respond to substantive assertions, setting the responses here far apart from
11 the problematic conduct identified in *Oakland Bulk*.

12 That said, *Oakland Bulk* is instructive here, but not for the reasons the City
13 suggests. The parallels between *Oakland Bulk* and this case are powerful: a City enters
14 into a deal with a private party, and then embarks on a long trajectory of trying to tank
15 the deal, violating contractual provisions, engaging in “continual delay” tactics, and
16 seeking to neutralize federal court decisions. *Oakland Bulk*, 112 Cal. App. 5th at 528,
17 532. 535. The *Oakland Bulk* decision reads a lot like this Court’s Order finding the
18 City in violation of several provisions of the Settlement Agreement and its delay-based
19 gamesmanship. (Order at 58, Dkt. No. 991 (“Obfuscation and delay cannot be
20 tolerated.”).) If anyone has breached an obligation of good faith and fair dealing
21 concerning the Settlement Agreement, it is the City.

22 The City’s citation to *Locke v. Warner Bros.* fares no better. 57 Cal. App. 4th
23 354 (1997). Again, the case says nothing about a party’s good faith obligation to meet
24 and confer—it is another breach-of-contract case involving a romantic relationship
25 between Clint Eastwood and the plaintiff, Sondra Locke, and a settlement agreement
26 that included a movie development deal under which Warner Brothers had the option
27 (but not the obligation) to develop Locke’s proposed movie projects. *Id.* at 358. Locke
28 claimed that Warner Brothers breached the deal by “refusing to consider the projects

1 prepared by [Locke] and depriving [Locke] of the benefit of the bargain of the Warner-
2 Locke agreement.” *Id.* at 362–63 (citation omitted). Apparently, Clint Eastwood was
3 behind Warner Brothers’ refusal to consider Locke’s proposed projects, which,
4 needless to say, did not make Locke’s day.

5 *Locke* is irrelevant here for many reasons, beginning with the fact that this case
6 (i) is not a breach-of-contract case and (ii) does feature a failed romance between
7 Hollywood stars. The City likes *Locke* because it talks about one party “refusing to
8 work with” another and instead “merely went through the motions” of considering
9 movie deals without actually considering them. (City Mem. 14:22–15:7.) But these
10 excerpts ignore the vast differences between *Locke* and this case. First, the contractual
11 obligation in this case is nothing like *Locke*’s—LA Alliance has no obligation to afford
12 the City anything like “the opportunity to direct and produce films and earn additional
13 sums, and . . . promote and enhance a career,” (*Locke*, 57 Cal. App. 4th at 364), and
14 instead merely has an obligation “to meet and confer on any necessary and appropriate
15 amendments to those obligations” when certain events occur. (Settlement Agreement §
16 8.2, Dkt. No. 421-1.) The LA Alliance’s obligations here are procedural, not
17 substantive as they were in *Locke*, and the LA Alliance has no obligation to afford the
18 City any opportunity other than to meet and confer. But *Locke* also affirms a party’s
19 subjective right to reject another party’s proposal under an agreement—which is
20 precisely what the LA Alliance did here. *Locke*, 57 Cal. App. 4th at 364
21 (“Unquestionably, Warner was entitled to reject Locke’s work based on its subjective
22 judgment, and its creative decision in that regard is not subject to being second-
23 guessed by a court.”). And there is no evidence that the LA Alliance was not
24 pretending to be dissatisfied “irrespective of the merits of [the City’s] proposals”—to
25 the contrary, the evidentiary record indicates that the LA Alliance had good faith,
26 subjectively held reservations about the merits of the City’s efforts to vaporize its
27 encampment reduction obligations, one of the core obligations from the City in the
28 Settlement Agreement. *Id.* at 364–65 (“However, bearing in mind the requirement that

1 subjective dissatisfaction must be an honestly held dissatisfaction, the evidence raises a
2 triable issue as to whether Warner breached its agreement with Locke by not
3 considering her proposals on their merits. . . . The above evidence raises a triable issue
4 of material fact as to whether Warner breached its contract with Locke by categorically
5 refusing to work with her, irrespective of the merits of her proposals.”). LA Alliance
6 did not categorically refuse to work with the City—it just didn’t agree with the City,
7 which it was legally entitled to do.

8 Because *Oakland Bulk* and *Locke* appear to be the best the City can do to muster
9 legal support for its effort to escape from its Settlement Agreement obligations, and
10 because those cases do not actually support the City’s escape plan, the motion should
11 be denied.

12 **III. CONCLUSION**

13 The City’s effort to renege on its encampment reduction promises fails for one
14 final, additional reason: remedy. Under Section 8.2, the only obligation is to meet and
15 confer, and the City’s only complaint is that LA Alliance failed to meet and confer.
16 Even if the Court were to find that LA Alliance failed to meet and confer in good faith,
17 the proper remedy would be to order both parties back into meeting and conferring, not
18 to give the City a pass on a key obligation in the Settlement Agreement—unless, of
19 course, Section 24’s “dispute resolution” section applies to the entire agreement, a
20 contention which the City argued vehemently against during the “data monitor”
21 dispute and even filed an appeal thereon.

22 If Section 24’s “dispute resolution” provision does apply to the entire
23 Agreement, the Court could make a determination about whether the City’s asserted
24 emergencies have actually decimated the City’s capacity to address encampments just
25 months after the City’s previous attempt to evade its encampment reduction
26 obligations. Given the pattern of the City’s attempts to thwart the Settlement
27 Agreement, and zero evidence provided by the City to support its argument, a
28 unilateral reduction in its encampment reduction requirements is an improper remedy.

1 For the foregoing reasons, the motion should be denied.
2

3 Dated: January 16, 2026 Respectfully submitted,

5 */s/ Matthew Donald Umhofer*
6 UMHOFER, MITCHELL & KING, LLP
Matthew Donald Umhofer
Elizabeth A. Mitchell

7 *Attorneys for Plaintiffs*
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1 UMHOFER, MITCHELL & KING LLP
2 Matthew Donald Umhofer (SBN 206607)
3 Elizabeth A. Mitchell (SBN 251139)
4 767 S. Alameda St., Suite 221
5 Los Angeles, California 90017
Telephone: (213) 394-7979
Facsimile: (213) 529-1027
mumhofer@umklaw.com
emitchell@umklaw.com

6 || Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 LA ALLIANCE FOR HUMAN
12 RIGHTS, *et al.*,

Plaintiffs,

14 || v.

11 CITY OF LOS ANGELES, *et al.*,
12

Defendants.

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

Assigned to Judge David O. Carter

**DECLARATION OF ELIZABETH
A. MITCHELL IN SUPPORT OF
PLAINTIFF LA ALLIANCE FOR
HUMAN RIGHTS' OPPOSITION
TO DEFENDANT CITY OF LOS
ANGELES' MOTION FOR ORDER
RE COMPLIANCE WITH
SECTION 8.2 OF SETTLEMENT
AGREEMENT**

Date: February 9, 2026
Time: 8:30 a.m.
Location: Courtroom 10A

Complaint Filed: March 10, 2020
SASC Filed: July 15, 2022
Settlement Filed: May 24, 2022

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 (the “Alliance”), Joseph Burk,
4 George Frem, Wenzial Jarrell, Charles Malow, Karyn Pinsky, and Harry Tashdjian
5 (“Plaintiffs”) in this action. I submit this declaration in support of Plaintiff’s Opposition
6 to Defendant City’s Motion for Order re Compliance with Section 8.2 of Settlement
7 Agreement. Except for those that are stated upon information and belief, I have personal
8 knowledge of the facts set forth herein, and if called and sworn as a witness, I could and
9 would testify competently thereto.

10 2. Buried in the City’s brief is the necessary concession that LA Alliance did
11 actually meet and confer with the City several times. Specifically, the parties met four
12 times in 2025—on March 4, August 7, August 14, and October 30—in an effort to
13 address the City’s request for a modification under Section 8.2 of the Settlement
14 Agreement based on emergencies experienced by the City. The parties also exchanged
15 multiple emails concerning their positions.

16 3. Defendant City wrongly identifies August 7, 2025 as the “first meet-and-
17 confer call” and August 22, 2025 as the “second discussion.” Defendant ignores the
18 parties’ first meet-and-confer on this subject on March 4, 2025, wherein the City
19 requested the Alliance agree to modify the Settlement Agreement under Section 8.2 to
20 count 3,000 “Roadmap” beds towards the City’s Settlement Agreement obligations.

21 4. In response to the City’s request, counsel for LA Alliance asked: “Can you
22 please send me the proposed 3,000 beds you would migrate?” The City never responded.

23 5. Attached hereto as **Exhibit A** is a true and correct copy of an email chain
24 between Elizabeth A. Mitchell and Arlene Hoang, most recent date of March 27, 2025.

25 6. Attached hereto as **Exhibit B** is a true and correct copy of an email chain
26 between counsel, most recent date of August 15, 2025.

7. Attached hereto as **Exhibit C** is a true and correct copy of an email chain between Elizabeth A. Mitchell and Bradley J. Hamburger, most recent date of October 17, 2025.

8. Attached hereto as **Exhibit D** is a true and correct copy of an email chain between Elizabeth A. Mitchell and Bradley J. Hamburger, most recent date of October 23, 2025.

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

Executed on January 16, 2026 at Los Angeles, California.

/s/ Elizabeth A. Mitchell
Elizabeth A. Mitchell

Exhibit A

From: [Elizabeth Mitchell](#)
To: [Arlene Hoang](#)
Cc: [Jessica Mariani](#)
Subject: Re: LA Alliance
Date: Thursday, March 27, 2025 6:01:23 PM

Can you please send me the proposed 3,000 beds you would migrate? Thanks.

Sent from my T-Mobile 5G Device

Get [Outlook for Android](#)

From: Arlene Hoang <arlene.hoang@lacity.org>
Sent: Thursday, March 27, 2025 3:41:01 PM
To: Elizabeth Mitchell <elizabeth@umklaw.com>
Cc: Jessica Mariani <jessica.mariani@lacity.org>
Subject: Re: LA Alliance

Dear Liz,

It was nice seeing you today in court. As we discussed yesterday, we reached out at the suggestion of Special Master Michele Martinez to see if Plaintiff LA Alliance had an interest in re-engaging in the parties' meet and confer efforts under Section 8.2 of the Settlement Agreement. You indicated your client is not agreeable to the City's proposal to migrate 3000 Roadmap beds into the Alliance agreement. You further indicated that Plaintiff does not have a counter-proposal to make pursuant to Section 8.2, and you denied the wildfire emergency has created a necessity for any necessary and appropriate amendments to the settlement obligations.

If my understanding of our discussion is inaccurate, please let us know. Similarly, if Plaintiff changes its mind and has an interest in re-engaging in the meet and confer efforts under Section 8.2 of the Settlement Agreement, please also let us know.

Arlene Hoang
Deputy City Attorney
Office of the Los Angeles City Attorney
Business and Complex Litigation Division
200 N. Main Street, Room 675
Los Angeles, CA 90012
T: 213-978-7508
F: 213-978-7011
Arlene.Hoang@lacity.org

On Wed, Mar 26, 2025 at 9:42 AM Arlene Hoang <arlene.hoang@lacity.org> wrote:

Hi Liz,

Unfortunately we could not connect with you at 9 am. We will call you at 11 am and hope to speak then.

Arlene Hoang
Deputy City Attorney
Office of the Los Angeles City Attorney
Business and Complex Litigation Division
200 N. Main Street, Room 675
Los Angeles, CA 90012
T: 213-978-7508
F: 213-978-7011
Arlene.Hoang@lacity.org

On Tue, Mar 25, 2025 at 3:07 PM Elizabeth Mitchell <elizabeth@umklaw.com> wrote:

I have meetings tomorrow from 9:30am-11am and then 12-1:30. I'm mostly often after that.

From: Arlene Hoang <arlene.hoang@lacity.org>
Sent: Tuesday, March 25, 2025 3:03 PM
To: Elizabeth Mitchell <elizabeth@umklaw.com>
Cc: Jessica Mariani <jessica.mariani@lacity.org>
Subject: Re: LA Alliance

Hi Liz,

We have a call at 8 am tomorrow that we cannot move, and unsure how long it will go. If we are done at 9 am, we will give you a call. Otherwise, are you available to speak at 9:15 or 9:30 a.m. to be on the safe side - I expect we should be done with our earlier call by then.

Arlene Hoang
Deputy City Attorney
Office of the Los Angeles City Attorney
Business and Complex Litigation Division
200 N. Main Street, Room 675

Los Angeles, CA 90012

T: 213-978-7508

F: 213-978-7011

Arlene.Hoang@lacity.org

On Tue, Mar 25, 2025 at 2:35 PM Elizabeth Mitchell <elizabeth@umklaw.com> wrote:

Hi Arlene,

I'm sorry I'm jammed all day today. I could talk tomorrow morning around 8:30/9am if that works. I'm hit-and-miss the rest of the day tomorrow.

Best,

Liz

From: Arlene Hoang <arlene.hoang@lacity.org>
Sent: Tuesday, March 25, 2025 8:56 AM
To: Elizabeth Mitchell <elizabeth@umklaw.com>
Cc: Jessica Mariani <jessica.mariani@lacity.org>
Subject: LA Alliance

Good morning Liz,

Do you have some time to chat today?

Arlene Hoang

Deputy City Attorney

Office of the Los Angeles City Attorney
Business and Complex Litigation Division
200 N. Main Street, Room 675
Los Angeles, CA 90012
T: 213-978-7508
F: 213-978-7011
Arlene.Hoang@lacity.org

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message and any attachments without reading or saving in any manner.

Exhibit B

From: [Elizabeth Mitchell](#)
To: [Hamburger, Bradley J.](#); [Scolnick, Kahn A.](#); [Matthew Umhofer](#)
Cc: [Evangelis, Theane](#); [McRae, Marcellus](#); [Fuster, Patrick J.](#); [Biché, Tim](#)
Subject: RE: LA Alliance v. City of LA
Date: Friday, August 15, 2025 4:22:00 PM

That works. Please circulate an invite. Will you also have this session transcribed?

Another question to add re: the City's "pause": when will it end, in the City's view?

Have a good weekend,
Liz

From: Hamburger, Bradley J. <BHamburger@gibsondunn.com>
Sent: Friday, August 15, 2025 4:03 PM
To: Elizabeth Mitchell <elizabeth@umklaw.com>; Scolnick, Kahn A. <KScolnick@gibsondunn.com>;
Matthew Umhofer <matthew@umklaw.com>
Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus
<MMcRae@gibsondunn.com>; Fuster, Patrick J. <PFuster@gibsondunn.com>; Biché, Tim
<TBiche@gibsondunn.com>
Subject: RE: LA Alliance v. City of LA

Liz: Great to see you today. Can we do 1 pm next Friday, August 22?

Bradley J. Hamburger
Partner

T: +1 213.229.7658 | M: +1 818.219.3917
BHamburger@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Elizabeth Mitchell <elizabeth@umklaw.com>
Sent: Thursday, August 14, 2025 3:44 PM
To: Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Scolnick, Kahn A.
<KScolnick@gibsondunn.com>; Matthew Umhofer <matthew@umklaw.com>
Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus
<MMcRae@gibsondunn.com>; Fuster, Patrick J. <PFuster@gibsondunn.com>; Biché, Tim
<TBiche@gibsondunn.com>
Subject: RE: LA Alliance v. City of LA

Oh, I was proposing that we move forward with tomorrow and set another time as well, but if you want to reschedule tomorrow altogether that's fine.

Can we find a solid 2-3 hours? Happy to host at our office to facilitate conversation if that's possible.

Our available times:

- In person:
 - Monday, 8/18: 10am-4pm
 - Wednesday, 8/20: 1pm-3pm
 - Thursday, 8/21: 2:30-5pm
- Virtual (in addition to the above):
 - Thursday, 8/21: 8am-11am
 - Friday, 8/22: 9am-11am; 1pm-3pm

If none of these work, please provide your dates/times and I'll see what we can do to make it work.

Best,
Liz

From: Hamburger, Bradley J. <BHamburger@gibsondunn.com>
Sent: Thursday, August 14, 2025 3:29 PM
To: Elizabeth Mitchell <elizabeth@umklaw.com>; Scolnick, Kahn A. <Kscolnick@gibsondunn.com>;
Matthew Umhofer <matthew@umklaw.com>
Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus
<MMcRae@gibsondunn.com>; Fuster, Patrick J. <PFuster@gibsondunn.com>; Biché, Tim
<TBiche@gibsondunn.com>
Subject: RE: LA Alliance v. City of LA

Liz: Thanks for sending this. We agree that a further conference next week rather than tomorrow afternoon would be more productive, so we will take down the conference for tomorrow and revert with times we can do next week (it will likely be tomorrow before I can send you proposed time).

Bradley J. Hamburger
Partner

T: +1 213.229.7658 | M: +1 818.219.3917
BHamburger@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Elizabeth Mitchell <elizabeth@umklaw.com>
Sent: Thursday, August 14, 2025 2:06 PM
To: Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Scolnick, Kahn A.

<KScolnick@gibsondunn.com>; Matthew Umhofer <matthew@umklaw.com>

Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus

<MMcRae@gibsondunn.com>; Fuster, Patrick J. <PFuster@gibsondunn.com>; Biché, Tim

<TBiche@gibsondunn.com>

Subject: RE: LA Alliance v. City of LA

Bradley,

I've had the opportunity to review the transcript from the meet-and-confer August 7, and am expounding on the issues raised therein, as well as your questions about the additional issues we've raised since 7/25. As always, feel free to reach out directly if you have any clarifying questions. Multiple questions were raised about whether we have any proposed modifications, which we do not. Fundamentally we do not believe the emergencies you've identified in any way provide a sufficient basis for the City to decrease its commitments. However, to the extent the City requires additional time to meet its obligations due to the emergencies/pauses you've identified, that's probably fair—maybe it's a concomitant extension of the agreement for all time which is paused. Lets discuss.

On a higher level, I think a lot of these issues can be resolved once you provide your updated bed plan and we can discuss as required. It could be that we are fighting a shadow battle when we actually can get behind what you are proposing. Rather than talk in hypotheticals, it is far easier to address solid proposals. When can you get that to us?

On the topics raised in the meet-and-confer:

TLS Subsidies

- As a general proposition, the Alliance does not have an objection to TLS beds being used to satisfy part of the settlement agreement requirements. However, the issue is with the source of funding and whether a percentage of those beds would exist regardless of City participation. The LAHSA tracking mechanisms are obviously another huge source of contention given the absurd lengths required just to verify the existence of the beds.
 - Funding: it isn't clear to us at all that the City has the right to count all the beds it counted under the Roadmap Agreement. The County/State/Federal funding to our understanding was going to fund those TLS slots *regardless* of anything the City was doing. Those were not matching funds, they weren't grant funding that the City applied for and obtained, and they weren't under a program organized by the City. It appears LAHSA was getting money directly from various sources, combining them into a single account, and the City was counting all of the beds funded therefrom as City beds. While the Court ultimately declined to find a violation based on this issue, the Alliance will not recognize these slots unless **the City can identify what role the City has had in obtaining and increasing the number of beds from what would be in existence regardless. If you can get that plan to us, we will consider it.**
 - Tracking: there needs to be a better mechanism in place than what we've witnessed so far. LAHSA's data is unquestionably a mess. **Please provide us the plan for tracking these beds that will actually allow us/the court to**

verify the existence of those beds.

Affordable Housing Units

- The City's obligation is to provide homeless housing and shelter solutions specifically to meet the needs of the unsheltered population. Affordable housing is not a bad policy choice, and one the City is free to make, but it does not belong in this settlement.

Fiscal Emergency

- The irony of the City claiming a fiscal emergency cannot be lost on your client. The City voted in billions of dollars in sworn and civilian pay increases over the last two years despite massive red flags and warnings by Mr. Szabo that those choices were going to send the City into the red, made the *choice* to dedicate funds to the most expensive homeless housing solutions, and yet Mr. Szabo testified on the record that there was no fiscal crisis just two months ago. I'm not sure how to take the declaration of emergency seriously under that scenario. This financial cliff is one that has been anticipated for years yet the City continued to make choices that sent it in that direction. One cannot buy exclusively Gucci and credibly claim poverty. Again, if you need additional time to meet your obligations, we'll consider it but given the City's ongoing decisions, historical choices, and disavowal by your CAO of any fiscal crisis, it's hard to give significant credence to the City's claims of emergency.

Encampment Reductions

- 6,129 Reductions
 - You've asked us to accept that all 6,129 reported reductions counts towards the City's 9,800 committed goal. Our question to you is **how many valid encampment reductions there have actually been to date, such that the Court's definition has been satisfied?** i.e. reductions of a more permanent nature such as the person has been sheltered, placed in a medical bed, reunited with family, etc. We do want to give the City credit for what the City's already done. When I was negotiating with Scott Marcus on this issue in the fall of 2023, the City was tracking its Inside Safe metrics, and it was understood that's how the City would be meeting its 9,800 goal. In fact, Scott believed that they would be nearly 1/3 of the way there at the end of 2023. So if you can get us those metrics, that's a good starting point for what we are willing to accept.
 - If the City is unable to tell us the number it has accomplished under the Court's definition, please tell us that and we can go from there. Perhaps provide some estimation of what the City has accomplished (1,000? 2,000? Based on what information?) so we can discuss. We do not believe that the City's declared emergencies reduces the City's overall obligation but may afford the City additional time to accomplish its obligations depending on the circumstances.
- 400 Reductions
 - To Matt's point from the meet-and-confer, this is a non-starter. It's not dissimilar from what the City was originally proposing in 2023 which the Alliance rejected. It is woefully below the need. The City and Alliance agreed on systematic and significant encampment reduction and we expect that to happen. Given the crises you have outlined, if the City needs more time to accomplish these goals, we are willing to consider it.

Separately, you have a fundamental misunderstanding of how the negotiations happened on the encampment reductions. You can see just by looking at the reporting obligations under Section 7.1 that the City's shelter, outreach, and encampment reduction efforts were always designed to go together—otherwise the reporting obligations make no sense. The 9,800 reduction number always intended to represent outreach operations to get people inside or otherwise off the street, which is reflected in the multiple in-person meetings we had on the subject, the emails, and the various iterations of the plans the City submitted. At no point during discussions with the Alliance did the City announce its intention to decouple the encampment reduction number from outreach. Given this history, we are unsympathetic to complaints now that the Court's definition—which is what the parties always understood during discussions—is different than the City's understanding.

Monitor

- As we noted, we have an issue with the City hiring RAND given the significant partnership and funding the City has provided for RAND over the last several years. That said, can you provide a list of all the partnerships and funding between the City and RAND over the last decade? Perhaps it isn't as extensive as we understand it to be.
- I recognize the City has an objection to A&M but before GDC was involved A&M had a very good relationship with the City and I believe genuinely wants to see their work produce fruit. A&M spent over a year going through the City's data and is by far in the best place to 1) be able to help define a scope of what the data monitor would look like and 2) participate as the monitoring agency. If the City isn't open to A&M participating as the monitor, is the City open to working with A&M to further refine the scope of the monitor's activities?
- Other options which have been suggested to us:
 - Tim Campbell – he is a semi-retired professional auditor, having managed I think Torrance's performance audit program and occasionally writes for CityWatch. He was involved in early oversight of A&M. From the data side of things, he probably knows more about the City's homeless data than any other person/entity outside of the City other than A&M. Full disclosure: he's done some work with the Alliance in the past, never paid, to help us understand the data and budgets. But it's been a couple of years, and I don't see any conflict at this point. He would likely need to bring on additional assistance to do this job.
 - Daniel Garrie – he works for JAMS as a mediator/special master and specializes in data-related issues. He helped LA County work out their website issues last year in this case, and he was appointed as a discovery referee in an arbitration I was tangentially involved in several years ago that involved data management issues. I've never had a personal conversation with him, but he's been suggested to me as someone who is highly qualified though he would likely need to have a team to help him.
 - Jan Perry – former LA Councilwoman and general manager of LA's economic and workforce development department. I don't know how well she knows data issues, but she does know the City of LA very well and would be able to navigate the department issues, though she would also likely need a team to assist.
 - USC/UCLA are considerations as well, but those raise some concerns as RAND. We welcome additional thoughts.

- As far as timing to produce the reports, we think that's a premature analysis, and will depend on the monitor's perspective. It may be that there doesn't need to be additional time, or that 30 days is sufficient.
- Regarding the scope, we don't think the court's order is sufficiently clear, and any monitor is going to want more direction and detail about what they are actually doing. We don't agree with your limitations.

Emergency Pause

- Our question is how the City views its obligations in light of the self-declared emergencies under Section 8.2. What obligations does the City have and not have at this point, in the City's view?

From 7/25 email:

- Section 6: Dispute Resolution Process: The parties early on were engaged in multiple planning sessions but those stopped and should be re-engaged. *This issue is self-explanatory. We need to re-engage on designing this dispute resolution process.*
- Section 7.1: The City has an ongoing obligation to report in its quarterly status updates many things which it is not currently reporting, including:
 - Number of beds/opportunities offered *City has never reported this*
 - Number of beds/opportunities currently available *City has never reported this*
 - Number of PEH engaged *City has never reported this*
 - Number of PEH who have accepted offers of shelter/housing *City has never reported this*
 - Number of PEH rejected offers and why offers were rejected *rejected City has never reported this*
 - Number of encampments in each council district *City has never reported this.*
- Section 9: Ensuring the County is complying with its obligations *The City has not been cooperative with holding the County accountable for doing the identified things, and needs to be more of an active participant in this. The County is also failing in its obligations, particularly in the service and outreach front, and its impacting the City significantly (i.e. the City has to spend money on its own mental health and IMD teams. That's the County's responsibility, and the City needs to be clear about what it isn't getting from the County)*
- Section 10: Identification of barriers in affordable housing. *This is self-explanatory.*

I think all of this is going to take far more than 2 hours, so we may want to get another date/time on the books right away. Please suggest some times that work for your team.

Thanks,
Liz

From: Hamburger, Bradley J. <BHamburger@gibsondunn.com>

Sent: Monday, August 11, 2025 3:20 PM

To: Elizabeth Mitchell <elizabeth@umklaw.com>; Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Matthew Umhofer <matthew@umklaw.com>

Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus

<MMcRae@gibsondunn.com>; Fuster, Patrick J. <PFuster@gibsondunn.com>; Biché, Tim
<TBiche@gibsondunn.com>
Subject: RE: LA Alliance v. City of LA

Thanks, Liz. We'd like to stick to a 2 pm start time on Friday given the availability of others on our team. We can send around a Zoom link.

I am aware of your July 25 email; what I was requesting was more detail about the basis for your list of purported violations. For example, what is the Alliance contending the City is not doing with respect to Section 9 (the same could be said about the other sections of the agreement that you reference)?

Bradley J. Hamburger
Partner

T: +1 213.229.7658 | M: +1 818.219.3917

BHamburger@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Elizabeth Mitchell <elizabeth@umklaw.com>
Sent: Monday, August 11, 2025 2:13 PM
To: Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Matthew Umhofer <matthew@umklaw.com>
Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus <MMcRae@gibsondunn.com>; Fuster, Patrick J. <PFuster@gibsondunn.com>; Biché, Tim <TBiche@gibsondunn.com>
Subject: RE: LA Alliance v. City of LA

I think the City will be present at the 8/15 10am meeting with Special Master Goethals, correct? Lets meet directly after (which I suppose could be 2pm but hopefully is earlier). I'm currently scheduled to be in court Thursday morning but if that changes I can let you know.

Regarding the “myriad issues” I sent those to you on 7/25, but I’ll include them again below. Our positions are pretty clear, and I’m not sure what else you’re looking for here but if you have specific questions I can answer them. I know Matt also committed to putting a couple of things in writing during your meeting last week, and we’ll get those to you in the next day or so.

.....
From 7/25 email:

In addition to the City's 8.2 request, we'd also like to use this time to meet and confer regarding appointment of the data monitor pursuant to the Court's order and the parties' Agreement (Section 7.2), including both (a) identification of potential monitors and (b) scope of monitorship. We'd also like to meet and confer regarding other provisions of the Settlement Agreement which have been ignored or otherwise are not being followed, specifically:

- Section 6: Dispute Resolution Process: The parties early on were engaged in multiple planning sessions but those stopped and should be re-engaged.
- Section 7.1: The City has an ongoing obligation to report in its quarterly status updates many things which it is not currently reporting, including:
 - o Number of beds/opportunities offered
 - o Number of beds/opportunities currently available
 - o Number of PEH engaged
 - o Number of PEH who have accepted offers of shelter/housing
 - o Number of PEH rejected offers and why offers were rejected
 - o Number of encampments in each council district
- Section 9: Ensuring the County is complying with its obligations
- Section 10: Identification of barriers in affordable housing.

Thanks,
Liz

From: Hamburger, Bradley J. <BHamburger@gibsondunn.com>
Sent: Monday, August 11, 2025 12:02 PM
To: Elizabeth Mitchell <elizabeth@umklaw.com>; Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Matthew Umhofer <matthew@umklaw.com>
Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus <MMcRae@gibsondunn.com>; Fuster, Patrick J. <PFuster@gibsondunn.com>; Biché, Tim <TBiche@gibsondunn.com>
Subject: RE: LA Alliance v. City of LA

We cannot do your proposed times but we could do the following windows: Thursday Aug. 14 between 9:30 am to 11 am and Friday Aug. 15 between 2 pm to 4 pm. We do not think it would make sense to get on a conference, however, until you have sent us your written questions / positions beforehand (including more details on the purported "myriad issues the City isn't doing per the agreement"), as that will make the conference much more productive.

Bradley J. Hamburger
Partner

T: +1 213.229.7658 | M: +1 818.219.3917
BHamburger@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Elizabeth Mitchell <elizabeth@umklaw.com>

Sent: Friday, August 8, 2025 12:20 PM

To: Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Matthew Umhofer <matthew@umklaw.com>

Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus

<MMcRae@gibsondunn.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Fuster,

Patrick J. <PFuster@gibsondunn.com>; Biché, Tim <TBiche@gibsondunn.com>

Subject: RE: LA Alliance v. City of LA

Counsel:

I understand there were some things we agreed to do at the conclusion of the meet and confer, including putting some questions in writing, which we will get to you early next week. In the meantime, we'd like to get a new date/time on calendar to continue the meet and confer as I understand we didn't even get to the myriad issues the City isn't doing per the agreement. Below are some dates/times are available:

- Monday, 8/11 3-5pm
- Tuesday, 8/12 3:30-5:30pm
- Thursday, 8/14: 12pm-3:30pm

We can also make ourselves available nights and weekends as needed.

Best,

Liz

From: Scolnick, Kahn A. <KScolnick@gibsondunn.com>

Sent: Wednesday, August 6, 2025 4:30 PM

To: Elizabeth Mitchell <elizabeth@umklaw.com>; Matthew Umhofer <matthew@umklaw.com>

Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus

<MMcRae@gibsondunn.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Fuster,

Patrick J. <PFuster@gibsondunn.com>; Biché, Tim <TBiche@gibsondunn.com>

Subject: RE: LA Alliance v. City of LA

Liz/Matt:

As promised, here's a list of the modifications to the settlement agreement in light of the three separate 8.2 incidents that have occurred.

1. **Shelter and Housing Solutions**

- Acknowledgment that the City can count new time-limited subsidies towards the total required number of housing or shelter solutions, which is authorized under the Settlement Agreement.
- Acknowledgment that the City can count affordable housing units for extremely-low-income persons (i.e., those with 30% or less of the local area

median income) towards the total required number of housing or shelter solutions.

2. **Encampment Reductions**

- Agreement that all 6,129 reductions the City has reported through March 31, 2025 count towards the reductions.
- Agreement that the City will make 400 reductions by the June 2026 deadline, commencing with the date after the last quarter the City reported on.

As for the monitor that Judge Carter has ordered, the City proposes to retain a team from the RAND Corporation to serve in that role. The exact team that would be retained remains to be determined, but may include all or some of the following individuals:

- Jason M. Ward
(https://www.rand.org/about/people/w/ward_jason_m.html)
- Maya Buenaventure
(https://www.rand.org/about/people/b/buenaventura_maya.html)
- James Anderson
(https://www.rand.org/about/people/a/anderson_james_m.html)
- Sarah B. Hunter
(https://www.rand.org/about/people/h/hunter_sarah_b.html)
- Roland Neil
(https://www.rand.org/about/people/n/neil_roland.html)

The City believes that the duties of the monitor should be limited to those expressly outlined in Judge Carter's order, Dkt. 991:

- Reviewing City's data prior to publication of quarterly reports;
- Verifying the reported numbers;
- Engaging with the Parties and LAHSA to resolve data issues;
- Providing public reports on data compliance;
- Reviewing and providing guidance on public accessibility to the contracts and invoices for third-party service providers; and
- Reviewing whether offers of shelter or housing were made for encampment reductions, including determining the documentation required.

Additionally, given the new requirement for the monitor to review the City's data before publication of quarterly reports, the City would like an agreement that it has 45 days following the close of a quarter to file its quarterly reports.

Finally, you inquired about the factual basis for the City's invocation of Section 8.2. We will be happy to explain more at our meeting, but the attached documents outline (a) the fiscal impact of the fires in January 2025, (b) the fiscal impact of the civil unrest this summer, and (c) the City's on-going fiscal emergency.

Talk to you tomorrow. Thanks.

Kahn A. Scolnick

T: +1 213.229.7656
KScolnick@gibsondunn.com

GIBSON DUNN

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Scolnick, Kahn A.
Sent: Wednesday, July 30, 2025 10:21 AM
To: Elizabeth Mitchell <elizabeth@umklaw.com>; Matthew Umhofer <matthew@umklaw.com>
Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus <MMcRae@gibsondunn.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Fuster, Patrick J. <PFuster@gibsondunn.com>
Subject: RE: LA Alliance v. City of LA

Perfect, thanks, and yes, agreed. And will do re the rest of the info you requested—it's been hard enough to find a time that works for everyone, so that's step 2!

From: Elizabeth Mitchell <elizabeth@umklaw.com>
Sent: Wednesday, July 30, 2025 10:14 AM
To: Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Matthew Umhofer <matthew@umklaw.com>
Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus <MMcRae@gibsondunn.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Fuster, Patrick J. <PFuster@gibsondunn.com>
Subject: RE: LA Alliance v. City of LA

Hi Kahn,

I will be on a plane but Matt can handle during that time. Please circulate the dial-in (include me in case flight gets delayed—you never know!) As previously mentioned, for the meet-and-confer to be most effective it would be helpful to know ahead of time 1) the factual basis for your claims that the three identified events should impact the Agreement in some way, and 2) what exactly the City is requesting be modified as a result.

I expect at the same time we'll be able to meet and confer about the issues I identified. If you disagree please let me know ASAP.

Thanks,
Liz

From: Scolnick, Kahn A. <KScolnick@gibsondunn.com>

Sent: Wednesday, July 30, 2025 10:00 AM

To: Elizabeth Mitchell <elizabeth@umklaw.com>; Matthew Umhofer <matthew@umklaw.com>

Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus

<MMcRae@gibsondunn.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Fuster,

Patrick J. <PFuster@gibsondunn.com>

Subject: RE: LA Alliance v. City of LA

Liz, how about next Thursday (8/7) between 1230 and 330?

Kahn A. Scolnick

T: +1 213.229.7656

KScolnick@gibsondunn.com

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Elizabeth Mitchell <elizabeth@umklaw.com>

Sent: Sunday, July 27, 2025 6:23 PM

To: Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Matthew Umhofer <matthew@umklaw.com>

Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus

<MMcRae@gibsondunn.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Fuster,

Patrick J. <PFuster@gibsondunn.com>

Subject: RE: LA Alliance v. City of LA

Hi Kahn,

That time does not work for us unfortunately. If the other times we proposed don't work, please suggest a few other dates/times and this week and we can try to have either Matt or I make it. Otherwise we'll need to push it into next week.

Thanks,

Liz

From: Scolnick, Kahn A. <KScolnick@gibsondunn.com>

Sent: Sunday, July 27, 2025 7:19 AM

To: Elizabeth Mitchell <elizabeth@umklaw.com>; Matthew Umhofer <matthew@umklaw.com>

Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus

<MMcRae@gibsondunn.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Fuster,

Patrick J. <PFuster@gibsondunn.com>

Subject: RE: LA Alliance v. City of LA

Liz, we'd like Matt Szabo to join this meeting and he's available from 1:30-3 on Thursday. Can you make that work?

Kahn A. Scolnick

T: +1 213.229.7656

KScolnick@gibsondunn.com

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Scolnick, Kahn A. <KScolnick@gibsondunn.com>

Sent: Friday, July 25, 2025 5:37 PM

To: Elizabeth Mitchell <elizabeth@umklaw.com>; Matthew Umhofer <matthew@umklaw.com>

Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus

<MMcRae@gibsondunn.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Fuster,

Patrick J. <PFuster@gibsondunn.com>

Subject: RE: LA Alliance v. City of LA

Thanks, Liz, we'll get back to you on those requests, but in the meantime I'll send a hold for 9-11 on Thursday.

Kahn A. Scolnick

T: +1 213.229.7656

KScolnick@gibsondunn.com

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Elizabeth Mitchell <elizabeth@umklaw.com>

Sent: Friday, July 25, 2025 2:44 PM

To: Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Matthew Umhofer <matthew@umklaw.com>

Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus

<MMcRae@gibsondunn.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Fuster,

Patrick J. <PFuster@gibsondunn.com>

Subject: RE: LA Alliance v. City of LA

Hi Kahn,

Next week is a bit tough for us, but we can block out the following times:

- Monday, 7/28: 2:30-5:30

- Wednesday, 7/30 2:30pm-5:30pm
- Thursday, 7/31 9am-11am

If none of those work for you, please provide dates and times the following week that work for your team and we'll find something that works.

To make the call most efficient, prior to the call please let us know what exactly the City proposes in terms of modification, and how the ICE issues impact the City's obligations

In addition to the City's 8.2 request, we'd also like to use this time to meet and confer regarding appointment of the data monitor pursuant to the Court's order and the parties' Agreement (Section 7.2), including both (a) identification of potential monitors and (b) scope of monitorship. We'd also like to meet and confer regarding other provisions of the Settlement Agreement which have been ignored or otherwise are not being followed, specifically:

- Section 6: Dispute Resolution Process: The parties early on were engaged in multiple planning sessions but those stopped and should be re-engaged.
- Section 7.1: The City has an ongoing obligation to report in its quarterly status updates many things which it is not currently reporting, including:
 - Number of beds/opportunities offered
 - Number of beds/opportunities currently available
 - Number of PEH engaged
 - Number of PEH who have accepted offers of shelter/housing
 - Number of PEH rejected offers and why offers were rejected
 - Number of encampments in each council district
- Section 9: Ensuring the County is complying with its obligations
- Section 10: Identification of barriers in affordable housing.

Thanks, and have a great weekend,
Liz

From: Scolnick, Kahn A. <KScolnick@gibsondunn.com>
Sent: Thursday, July 24, 2025 5:20 PM
To: Matthew Umhofer <matthew@umklaw.com>; Elizabeth Mitchell <elizabeth@umklaw.com>
Cc: Evangelis, Theane <TEvangelis@gibsondunn.com>; McRae, Marcellus <MMcRae@gibsondunn.com>; Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Fuster, Patrick J. <PFuster@gibsondunn.com>
Subject: LA Alliance v. City of LA

Matt and Liz:

I'm writing to re-engage the City's meet-and-confer efforts under section 8.2 of the Settlement Agreement with respect to the LA fires and their effects on the region (the declaration of emergency is still in place). In addition, the City has had two other events that trigger the "pause" and meet-and-confer obligations in the Settlement Agreement: (1) the City Council declared a fiscal emergency in late June; and (2) the large-scale civil disturbances in response to the ICE raids.

Given the importance of these issues, we'll have a court reporter transcribe the discussion, at the City's expense,

Please let us know a few times next week when you'd be available to have this meeting. Thanks.

Kahn A. Scolnick

T: +1 213.229.7656
Kscolnick@gibsondunn.com

GIBSON DUNN

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Los Angeles, CA 90071-3197

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Exhibit C

From: [Elizabeth Mitchell](#)
To: [Hamburger, Bradley J.](#); [Matthew Umhofer](#)
Cc: [McRae, Marcellus](#); [Evangelis, Theane](#); [Scolnick, Kahn A.](#); [Valerie Flores](#); [Arlene Hoang](#); [Jessica Mariani](#)
Subject: RE: LA Alliance v. City of LA -- Section 8.2 Meet and Confer
Date: Friday, October 17, 2025 9:34:57 AM

Hi Bradley,

When I asked about the status of the City's claimed 8.2 emergencies, I was asking whether the City is still claiming it is in an emergency, still claiming its obligations are "paused" and what that means to the City. I don't think squishy or undefined obligations are helpful to anybody at this point. Please provide me with the City's position regarding: 1) which of these emergencies does the City still claim is "active" and why, 2) exactly what obligations, if any, the City is "pausing" and on what basis—specifically what is it about each emergency that is necessitating a pause in which obligations? and 3) in light of our last two meet-and-confers about these issues, and recognizing the Alliance's position, what modifications or amendments is the City proposing based on these emergencies? It's been nearly three months since we began meeting and conferring on these issues and I'm not seeing any movement—if we can't agree, I'd like to get this in front of the court ASAP for resolution.

Thank you for providing the City's reasonable estimate on reductions. Can you please describe to me in detail the basis for the determination and any underlying data relied upon to reach the conclusions? Assuming the validity of the number, that leaves 8,335 resolutions the City is required to make in the next eight months. Does the City reasonably believe that is possible? How? If not, please let us know the City's proposed modifications and how those relate to the City's claimed emergencies. We'd love to be part of the solution and cheer the City on to accomplish its obligations here, but the Alliance will not facilitate or enable the City's current lackadaisical approach to encampment reductions.

Our availability to meet next week:

- Monday, 10/20: 9am-11am
- Tuesday, 10/21: 9am-1pm
- Thursday, 10/23: 8am-11am; 3-5pm

Thanks,
Liz

From: Hamburger, Bradley J. <BHamburger@gibsondunn.com>
Sent: Thursday, October 16, 2025 6:35 PM
To: Matthew Umhofer <matthew@umklaw.com>; Elizabeth Mitchell <elizabeth@umklaw.com>
Cc: McRae, Marcellus <MMcRae@gibsondunn.com>; Evangelis, Theane <TEvangelis@gibsondunn.com>; Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Valerie Flores <valerie.flores@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>; Jessica Mariani <jessica.mariani@lacity.org>
Subject: LA Alliance v. City of LA -- Section 8.2 Meet and Confer

Matt and Liz:

I am following up on our ongoing Section 8.2 meet and confer. Of the total number of reductions of tents, makeshift shelters, RVs or cars that the City has already reported in prior quarterly reports, the City has reasonably determined, after a careful review of the relevant data, that 313 reductions were accompanied by an offer of shelter, and 1,152 reductions constituted removals of abandoned tents or makeshift shelters (specifically, tents or makeshift shelters that were unattended when removed, meaning no person was present with the personal property who asserted or claimed ownership over the personal property after notice of the removal was posted), for a total of 1,465 reductions City-wide. Note that this figure likely underestimates the actual number of reductions that satisfy the Court's interpretation of the encampment reduction obligation (which, as you know, the City contends is erroneous and has appealed to the Ninth Circuit), given that the City did not believe it was necessary to track offers of shelter made when tents, makeshift shelters or vehicles were removed. For example, the City has not tracked offers of shelters that may have been made by LAHSA outreach workers in conjunction with encampment cleanups conducted by the City.

You have also inquired about the status of the Section 8.2 events. We are unsure what you mean by that, but I am attaching the documentation that we previously sent you regarding the (a) the fiscal impact of the fires in January 2025, (b) the fiscal impact of the civil unrest this summer, and (c) the City's on-going fiscal emergency.

We would also like to get a time on calendar to further conference regarding proposed modifications of the settlement agreement in light of the Section 8.2 events. Please let us know some times that your team is available. Thanks.

Bradley J. Hamburger
Partner

T: +1 213.229.7658 | M: +1 818.219.3917
BHamburger@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Los Angeles, CA 90071-3197

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advise the sender of the error and then immediately delete this message.

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Exhibit D

From: [Elizabeth Mitchell](#)
To: [Hamburger, Bradley J.](#); [Matthew Umhofer](#)
Cc: [McRae, Marcellus](#); [Evangelis, Theane](#); [Scolnick, Kahn A.](#); [Valerie Flores](#); [Arlene Hoang](#); [Jessica Mariani](#)
Subject: RE: LA Alliance v. City of LA -- Section 8.2 Meet and Confer
Date: Thursday, October 23, 2025 7:12:19 PM

Sure – we have the following available:

- Wednesday, 10/29 2-4pm
- Thursday, 10/30 9am-11:30am
- Friday, 10/31 9am-11am

If none of those work, I'll find some times the following week. Answers to the questions I posed below and copies of the relevant documents will make for a more productive meet-and-confer if you can get that over to me.

Best,
Liz

From: Hamburger, Bradley J. <BHamburger@gibsondunn.com>
Sent: Thursday, October 23, 2025 1:35 PM
To: Elizabeth Mitchell <elizabeth@umklaw.com>; Matthew Umhofer <matthew@umklaw.com>
Cc: McRae, Marcellus <MMcRae@gibsondunn.com>; Evangelis, Theane <TEvangelis@gibsondunn.com>; Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Valerie Flores <valerie.flores@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>; Jessica Mariani <jessica.mariani@lacity.org>
Subject: RE: LA Alliance v. City of LA -- Section 8.2 Meet and Confer

Liz: Apologies for the delayed response. A key member of our team is out until next week. Could we get a meet-and-confer scheduled for after 10/28?

Bradley J. Hamburger
Partner

T: +1 213.229.7658 | M: +1 818.219.3917
BHamburger@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Elizabeth Mitchell <elizabeth@umklaw.com>
Sent: Friday, October 17, 2025 9:35 AM
To: Hamburger, Bradley J. <BHamburger@gibsondunn.com>; Matthew Umhofer <matthew@umklaw.com>
Cc: McRae, Marcellus <MMcRae@gibsondunn.com>; Evangelis, Theane

<TEvangelis@gibsondunn.com>; Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Valerie Flores <valerie.flores@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>; Jessica Mariani <jessica.mariani@lacity.org>

Subject: RE: LA Alliance v. City of LA -- Section 8.2 Meet and Confer

Hi Bradley,

When I asked about the status of the City's claimed 8.2 emergencies, I was asking whether the City is still claiming it is in an emergency, still claiming its obligations are "paused" and what that means to the City. I don't think squishy or undefined obligations are helpful to anybody at this point. Please provide me with the City's position regarding: 1) which of these emergencies does the City still claim is "active" and why, 2) exactly what obligations, if any, the City is "pausing" and on what basis—specifically what is it about each emergency that is necessitating a pause in which obligations? and 3) in light of our last two meet-and-confers about these issues, and recognizing the Alliance's position, what modifications or amendments is the City proposing based on these emergencies? It's been nearly three months since we began meeting and conferring on these issues and I'm not seeing any movement—if we can't agree, I'd like to get this in front of the court ASAP for resolution.

Thank you for providing the City's reasonable estimate on reductions. Can you please describe to me in detail the basis for the determination and any underlying data relied upon to reach the conclusions? Assuming the validity of the number, that leaves 8,335 resolutions the City is required to make in the next eight months. Does the City reasonably believe that is possible? How? If not, please let us know the City's proposed modifications and how those relate to the City's claimed emergencies. We'd love to be part of the solution and cheer the City on to accomplish its obligations here, but the Alliance will not facilitate or enable the City's current lackadaisical approach to encampment reductions.

Our availability to meet next week:

- Monday, 10/20: 9am-11am
- Tuesday, 10/21: 9am-1pm
- Thursday, 10/23: 8am-11am; 3-5pm

Thanks,
Liz

From: Hamburger, Bradley J. <BHamburger@gibsondunn.com>

Sent: Thursday, October 16, 2025 6:35 PM

To: Matthew Umhofer <mattthew@umklaw.com>; Elizabeth Mitchell <elizabeth@umklaw.com>

Cc: McRae, Marcellus <MMcRae@gibsondunn.com>; Evangelis, Theane

<TEvangelis@gibsondunn.com>; Scolnick, Kahn A. <KScolnick@gibsondunn.com>; Valerie Flores <valerie.flores@lacity.org>; Arlene Hoang <arlene.hoang@lacity.org>; Jessica Mariani <jessica.mariani@lacity.org>

Subject: LA Alliance v. City of LA -- Section 8.2 Meet and Confer

Matt and Liz:

I am following up on our ongoing Section 8.2 meet and confer. Of the total number of reductions of tents, makeshift shelters, RVs or cars that the City has already reported in prior quarterly reports, the City has reasonably determined, after a careful review of the relevant data, that 313 reductions were accompanied by an offer of shelter, and 1,152 reductions constituted removals of abandoned tents or makeshift shelters (specifically, tents or makeshift shelters that were unattended when removed, meaning no person was present with the personal property who asserted or claimed ownership over the personal property after notice of the removal was posted), for a total of 1,465 reductions City-wide. Note that this figure likely underestimates the actual number of reductions that satisfy the Court's interpretation of the encampment reduction obligation (which, as you know, the City contends is erroneous and has appealed to the Ninth Circuit), given that the City did not believe it was necessary to track offers of shelter made when tents, makeshift shelters or vehicles were removed. For example, the City has not tracked offers of shelters that may have been made by LAHSA outreach workers in conjunction with encampment cleanups conducted by the City.

You have also inquired about the status of the Section 8.2 events. We are unsure what you mean by that, but I am attaching the documentation that we previously sent you regarding the (a) the fiscal impact of the fires in January 2025, (b) the fiscal impact of the civil unrest this summer, and (c) the City's on-going fiscal emergency.

We would also like to get a time on calendar to further conference regarding proposed modifications of the settlement agreement in light of the Section 8.2 events. Please let us know some times that your team is available. Thanks.

Bradley J. Hamburger
Partner

T: +1 213.229.7658 | M: +1 818.219.3917
BHamburger@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Los Angeles, CA 90071-3197

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