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11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13

14 LA ALLIANCE FOR HUMAN RIGHTS,  
15 et al.,

16 Plaintiffs,

17 v.

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

20 Defendants.  
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Case No. 2:20-cv-02291 DOC (KES)

Hon. David O. Carter

**DEFENDANT CITY OF LOS  
ANGELES' OPPOSITION TO  
PLAINTIFFS' MOTION FOR  
ORDER RE: SETTLEMENT  
AGREEMENT COMPLIANCE**

Hearing

Date: October 2, 2024

Time: 9:00 a.m.

Courtroom: TBD

1       **I. INTRODUCTION**

2           In seeking address and date information for the City of Los Angeles’ (the  
3 “City’s”) reported encampment reductions, Plaintiffs (“LA Alliance”) are attempting to  
4 add to, and alter, the terms of the Settlement Agreement between the City and LA  
5 Alliance without any basis for doing so. Conspicuously, LA Alliance does not cite any  
6 provision of the Settlement Agreement that provides for the “increased” reporting they  
7 are requesting because no such provision exists. *See* [Dkt. 767 at ECF p. 7:4, 767-3](#) at  
8 ECF p. 2:5. Simply put, the Settlement Agreement between the City and LA Alliance  
9 does not obligate the City to provide the locations and dates of encampment resolutions,  
10 and LA Alliance’s flawed attempt to “compel specific performance” of contractual terms  
11 that do not exist should be rejected. *See* [Dkt. 767 at ECF p. 2:4](#).

12           Indeed, it is unsurprising that LA Alliance’s requested “increased” reporting was  
13 not included in the Settlement Agreement because it would not serve the purpose LA  
14 Alliance advances. Although styled as a “Motion For Order Re: Settlement Agreement  
15 Compliance,” LA Alliance’s motion is not based on any lack of compliance with the  
16 relevant terms of the Settlement Agreement related to encampment reduction goals  
17 (Section 5.2)<sup>1</sup>, but rather on an alleged desire to “verify” the City’s reporting months  
18 after the fact – a task that is already being accomplished in real-time by the Court-  
19 appointed Special Master ([Dkt. 767 at ECF p. 6:18-20](#)), in addition to other reporting the  
20 City is doing.

21           The City entered the Settlement Agreement with LA Alliance so that the City  
22 could focus its resources and efforts on addressing homelessness through creating shelter  
23 solutions and encampment outreach, engagement, and reduction, without the distraction  
24 of litigation and the diversion of resources to defend a lawsuit. LA Alliance’s current  
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26 <sup>1</sup> Notably, LA Alliance’s August 16 meet and confer letter stated “...the City seems to  
27 have met its goal on encampment reduction” but quibbled that LA Alliance “still do not  
28 have a commitment from the City to provide the locations of encampments that have  
been resolved so that [they] can verify the information.”

1 effort to add new and unnecessary reporting obligations to the Settlement Agreement –  
2 which the parties did not negotiate or agree to – only serves to distract City employees  
3 from doing the actual work of creating beds so that unhoused individuals can come  
4 inside off the streets, which LA Alliance repeatedly states in the motion was its goal in  
5 bringing this lawsuit in the first place. *See, e.g., Dkt. 767 at ECF p. 3:19-22, ECF p.*  
6 *6:11-13.* The additional reporting sought by LA Alliance will do nothing to confirm or  
7 support these efforts, and LA Alliance’s motion should be denied.

8 **II. RELEVANT PROVISIONS OF THE SETTLEMENT AGREEMENT AND**  
9 **THE ENCAMPMENT REDUCTION MILESTONES**

10 The homelessness crisis is a multi-faceted challenge, which necessitates a multi-  
11 pronged response. One prong is creating beds and ensuring they are being utilized by  
12 persons experiencing homelessness, while another prong involves encampment  
13 engagement, cleaning, and reduction. Recognizing they are different tasks employed for  
14 different reasons in the critical work to address the homelessness crisis, LA Alliance and  
15 the City addressed these prongs separately in their Settlement Agreement. Specifically,  
16 in Section 5.2, the City agreed to create plans and develop milestones and deadlines for  
17 (1) 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 Citywide  
19 as determined by the Required Number (12,915), and (2) encampment engagement,  
20 cleaning, and reduction in each Council District and Citywide. *See Dkt. 421-1 at § 5.2*  
21 *(i)-(iv).*

22 In negotiating the ultimately agreed-upon Milestone Goals to fulfill this second  
23 obligation, LA Alliance proposed, and the City agreed, to a Citywide Milestone Goal of  
24 removal from the public rights-of-way of 9800 tents, makeshift shelters, cars, and RVs  
25 by June 30, 2026. The Citywide 9800 goal was broken down further between milestones  
26 in each of the 15 Council Districts. *See Dkt. 767-2 (“Milestone Goals”); see also*  
27 *02/07/24 Plaintiffs’ Motion for Order re Settlement Agreement Compliance and*  
28 *Sanctions, Dkt. 668 at ECF p.12 n.3 (“Because the word ‘encampment’ was difficult to*

1 define, the City and Alliance used LAHSA metrics for tents, makeshift shelters, cars,  
2 vans, and RVs.”); 02/07/24 Declaration of Elizabeth A. Mitchell, [Dkt. 668-1 at ¶ 14](#), n.2  
3 (same); Ex C at p. 22, Ex I at p. 72. While this removal of items is the focus of the  
4 parties’ agreed-upon encampment reduction Milestone Goals, and the City’s reporting  
5 thereon, the City also separately reports on the critical work of moving people  
6 experiencing homelessness from encampments to shelters and housing. As LA Alliance  
7 knows, that is addressed in the City’s quarterly reports on the number of new beds the  
8 City is creating, and the number of individuals served by those beds pursuant to Section  
9 7.1. *See e.g.*, City’s July 15, 2024 Quarterly Report, [Dkt. 757, 757-1](#) and 757-2  
10 (providing reporting on the two different data sets). In other words, the parties have  
11 consistently understood the creation of beds and their utilization, on the one hand, and  
12 the reduction of encampments, on the other, as calling for different milestones and  
13 different reporting obligations. LA Alliance’s sudden attempt to conflate the two issues  
14 is misguided and inappropriate.

15 **III. THE CITY IS COMPLYING WITH THE AGREEMENT, AND THERE IS**  
16 **NO BASIS FOR THE ADDITIONAL REPORTING ALLIANCE SEEKS**

17 LA Alliance does not contend the City is not complying with the Settlement  
18 Agreement, but rather requests “increased” reporting above and beyond what the parties  
19 agreed to, without any sound justification in fact or law for the request.

20 **a. The City Is Not Required To Provide Addresses or Dates, And This**  
21 **Information Would Not Serve To Verify Encampment Reductions**

22 It is telling that LA Alliance points to no provision or legal authority requiring the  
23 City to provide address or date information for the locations where encampment  
24 resolutions occur, and cannot do so. Indeed, LA Alliance is not seeking to enforce an  
25 existing settlement term, but rather concedes it is seeking to require the City to  
26 “increase” reporting on encampment reductions, or in other words, unilaterally alter the  
27 terms of the Settlement Agreement. *See* [Dkt. 767](#) (Motion) at ECF p.7:4; 767-3  
28 (Proposed Order) at ECF p.2:5. But there is no justification for doing so. *See Jeff v.*

1 *Andrus*, [899 F.2d 753, 758](#) (9th Cir. 1990) (“courts are not permitted to modify  
2 settlement terms or in any manner to rewrite agreements reached by parties.”); *see also*  
3 *Weddington Prods, Inc. v. Flick*, [60 Cal. App. 4th 793, 810](#) (1998) (in enforcing a  
4 settlement under California law, a court cannot create and impose new obligations to  
5 which the parties themselves did not previously agree).

6 Reporting that was negotiated and agreed to, and which actually serves the  
7 important purpose of enabling the parties and the Court to ensure the City and County  
8 are complying with their respective settlement obligations is critical; on the other hand,  
9 there is no basis for requiring “increased” reporting that was not agreed to by the parties,  
10 and which does not serve the purpose of ensuring compliance by the City and County  
11 with their respective settlement agreements. Indeed, such unnecessary reporting adds a  
12 pointless burden to the City and detracts from its important work in addressing the  
13 homelessness crisis.

14 The only rationale LA Alliance offers for desiring the address information of  
15 encampment reductions is to “ensure that said reductions are occurring” ([Dkt. 767 at](#)  
16 [ECF p.3:10-12](#)), but providing address information in quarterly reports for the reductions  
17 that already occurred – in some instances months earlier – does not achieve that stated  
18 goal. Indeed, the new notion advanced by LA Alliance that an encampment would never  
19 again exist in a particular location after an encampment resolution was never  
20 contemplated by the parties, nor would it be viable. It is not uncommon that a location  
21 where an encampment reduction previously occurred may later be repopulated by new  
22 individuals and new tents, makeshift shelters, or vehicles. Any effort by LA Alliance to  
23 suggest otherwise is unfounded, and underscores its groundless position in the current  
24 motion.

25 Moreover, as LA Alliance points out, Special Master Michele Martinez, who is  
26 tasked with assisting the Court in monitoring, overseeing and enforcing the terms of the  
27 Settlement Agreement, attends various encampment reductions and observes them in  
28 real time. *See* [Dkt. 767 at ECF p. 6:18-20](#). This real-time monitoring – which is already

1 taking place – is a more effective way to ensure the reported reductions are occurring.

2         Simply put, the parties did not agree to provide addresses of prior encampment  
3 reductions, and this information would not serve the LA Alliance’s stated goal of  
4 verification.

5                   **b. The City Already Provides Information Concerning Beds Created**  
6                   **And People Moving Into Those Beds**

7         Moving people indoors is a paramount goal of the City, which continues to move  
8 with urgency to create more beds and to move as many individuals indoors as it can as  
9 quickly as possible.

10         The City’s creation of beds, and the number of people experiencing homelessness  
11 served by those beds, is reported on in both of the City’s quarterly reports to this Court  
12 pursuant to its MOU with the County ([Dkt. 185-1](#)) and to the Settlement Agreement. As  
13 reported in the City’s last quarterly report, as of June 30, 2024, 3,724 individuals had  
14 been served by the beds created by the City pursuant to the Settlement Agreement, and  
15 an additional 33,410 had been served in beds created by the City pursuant to the  
16 Roadmap. *See* Dkts. 756-1, 757-1.

17         This information LA Alliance is already receiving from the City on a quarterly  
18 basis confirms that thousands of people are being offered shelter or housing. The  
19 number of individuals being offered housing and moving into beds created by the City  
20 was, however, never contemplated to be included in the City’s separate reporting on its  
21 progress toward its encampment resolution Milestone Goals (which instead addressed  
22 removal of items from the public rights of way).

23         Obtaining the additional information LA Alliance seeks (*i.e.*, addresses and dates)  
24 will not aid LA Alliance or the Court in any meaningful way beyond the information  
25 that the City already reports, and will divert resources away from the City in performing  
26 the important work of moving people off the streets.

27         **IV. CONCLUSION**

28         The City is working with urgency to create new beds to bring as many people as

1 possible indoors as quickly as possible, while also fulfilling its commitment to clean and  
2 reduce encampments in each Council District and Citywide. LA Alliance’s request for  
3 additional reporting – made under the unfounded guise of “compelling specific  
4 performance” with non-existent terms of the parties’ Settlement Agreement – will do  
5 nothing to confirm or support the City’s efforts, and should be denied.

6  
7 DATED: September 11, 2024 HYDEE FELDSTEIN SOTO, City Attorney  
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12 By: /s/ Jessica Mariani  
13 Deputy City Attorney  
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