

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between the following Parties:

- 1) Plaintiffs LA Alliance for Human Rights, Joseph Burk, Harry Tashdjian, Wenzial Jarrell, Karyn Pinsky, Charles Malow, Charles Van Scoy, George Frem, and Leandro Suarez (“Plaintiffs”); and
- 2) Defendant City of Los Angeles (“City”).

**RECITALS**

WHEREAS, Plaintiffs filed a Complaint on March 10, 2020 in the Central District of California, Case No. Case 2:20-cv-02291-DOC-KES (the “Action”) naming the City and the County of Los Angeles (the “County”) as co-defendants in fourteen separate claims, including three that allege violations of 42 U.S.C. § 1983, concerning the City and County’s handling of the homelessness crisis, and contended the City and County violated, among other things, the Due Process and Equal Protection Clauses of the United State Constitution, the State Created Danger doctrine, state and federal disability laws, were negligent, created or maintained nuisances, and engaged in inverse condemnation and takings of real property;

WHEREAS, the City expressly denies all claims alleged in the Action (and did so via a motion to dismiss), and further denies that the City and any of its officers, employees, or agents violated any laws, committed any wrongful acts or omissions, or are liable to the Plaintiffs as alleged in the Action;

WHEREAS, on April 20, 2021, the District Court entered a preliminary injunction against the City and County, ordering, among other things, the City to escrow \$1 billion, cease any sales, transfers or leases of City-owned properties, shelter all residents of Skid Row, and prepare numerous audits and reports;

WHEREAS, on October 15, 2021, the United States Court of Appeals for the Ninth Circuit vacated the injunction issued by the District Court;

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1 WHEREAS, on November 1, 2021, Plaintiffs filed a First Amended and  
2 Supplemental Complaint, the allegations and claims within which the City also  
3 expressly denies, and has filed a motion to dismiss them;

4 WHEREAS, the Plaintiffs and the City desire to fully and finally  
5 compromise and settle all claims arising out of or relating to all matters alleged or  
6 that could have been alleged in the Action with respect to the Parties, without any  
7 admission of fault, liability, or wrongdoing, in the interests of avoiding the  
8 additional expense and the inherent uncertainties of protracted litigation upon the  
9 terms and conditions set forth in this Agreement; and

10 WHEREAS, the purpose of this Agreement is to substantially increase the  
11 number of housing and shelter opportunities in the City of Los Angeles, and to  
12 address the needs of everyone who shares public spaces and rights of way in the  
13 City of Los Angeles, including both housed and unhoused Angelenos, to achieve  
14 a substantial and meaningful reduction in unsheltered homelessness in the City of  
15 Los Angeles.

16 **TERMS**

17 **1. Definitions**

18 1.1. Agreement. The term “Agreement” as used herein shall refer to this  
19 Settlement Agreement and all associated documents, including all necessary  
20 orders and stipulations referred to herein.

21 1.2. LAHSA. “LAHSA” as used herein shall mean and refer to the Los  
22 Angeles Homeless Services Authority.

23 1.3. PEH. “PEH” as used herein shall mean persons experiencing  
24 homelessness.

25 1.4. City Shelter Appropriate. The term “City Shelter Appropriate” as  
26 used herein shall include any PEH within the City whom the City can reasonably  
27 assist, meaning the individual:

28 (A) does not have a severe mental illness, and/or

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1 (B) is not chronically homeless and has  
2 (i) a substance use disorder, or  
3 (ii) a chronic physical illness or disability requiring the  
4 need for professional medical care and support,  
5 such that the individual (a) is unable to perform activities of  
6 daily living, including bathing, dressing, grooming, toileting,  
7 transferring between bed and chair, and feeding oneself, and/or (b)  
8 lacks medical and/or mental health care decision-making capacity,  
9 and/or (c) is a danger to themselves or others.

10  
11 PEH who meet the definition of City Shelter Appropriate are typically, but  
12 not always, those with low- or medium-acuity needs according to accepted  
13 industry standards, including, but not limited to, through the use of an assessment  
14 tool, such as the Vulnerability Index-Service Prioritization Decision Assistance  
15 Tool (VI-SPDAT) or other similar assessment tool such as the CES Survey  
16 Packet or Next Step Tool as evaluated by a qualified outreach or clinical staff  
17 member.

18 The City will use its best efforts to engage the appropriate County entity,  
19 including, but not limited to, the Department of Mental Health (DMH),  
20 Department of Health Services (DHS), Department of Public Social Services  
21 (DPSS), or Department of Public Health (DPH), for intervention, treatment,  
22 services, and/or housing as appropriate for PEH who are not City Shelter  
23 Appropriate.

24 Moreover, the fact that an individual meets the criteria of “high acuity”  
25 according to accepted industry standards, has a severe mental illness, substance  
26 use disorder, chronic physical illness or disability, or otherwise is not included in  
27 the definition of City Shelter Appropriate, will not preclude the City from making  
28

1 an offer of shelter or housing to that individual if the City can reasonably assist  
2 that individual.

3 1.5. Parties. The word “Parties” as used herein shall refer only to the  
4 parties to this Agreement, specifically the City of Los Angeles and Plaintiffs.  
5 The word “Parties” shall not refer to any individual or entity that is not a party to  
6 this agreement. The County of Los Angeles and Intervenors are not Parties to this  
7 Agreement at this time, but may be added with written consent from the Parties.

8 1.6. Required Number. The term “Required Number” as used herein is  
9 the number of housing or shelter solutions which is equal to the shelter and/or  
10 housing capacity needed to accommodate sixty percent (60%) of unsheltered City  
11 Shelter Appropriate PEH in the City based on LAHSA’s 2022 Point in Time  
12 (PIT) Count.<sup>1</sup>

13 **2. Term and Continuing Jurisdiction**

14 The Parties agree that the duration of the Agreement shall be five (5) years,  
15 during which point the Court shall have continuing jurisdiction to oversee and  
16 enforce this Settlement Agreement. The obligations of the Parties in the  
17 remaining sections of this Agreement, and the releases contained herein, shall  
18 become effective and operative on the date(s) on which the respective Order  
19 approving this Agreement and dismissing the Action (“Order”) is fully executed  
20 and entered by the Court, and shall be contingent upon the Court’s executing and  
21 entry of the Order. The Parties acknowledge that the Court may, in its sole  
22 discretion, appoint one or more Special Masters to assist the Court in overseeing  
23 and enforcing this Agreement. If the Order is not executed and entered, this  
24

25 <sup>1</sup> LAHSA’s 2022 PIT Count is still in progress. Once the 2022 PIT Count is  
26 confirmed by LAHSA and released, Defendant City will calculate the number of  
27 housing and shelter solutions needed to accommodate 60% of unsheltered City  
28 Shelter Appropriate PEH in the City and submit a report setting forth the  
Required Number under Section 2 and Milestones and Deadlines under Section 4.  
The Parties may submit a revised Agreement that includes the specific Required  
Number and Milestones and Deadlines.

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1 Agreement shall not become operative, and this litigation shall continue as if the  
2 proposed Agreement and its terms never existed.

3 **3. Housing and Shelter for City Shelter Appropriate Individuals**

4 3.1. The City agrees to create a Required Number of housing or shelter  
5 solutions, which is equal to, but (in the City’s discretion) may be greater than, the  
6 shelter and/or housing capacity needed to accommodate sixty percent (60%) of  
7 unsheltered City Shelter Appropriate PEH within the City based on LAHSA’s  
8 2022 Point in Time count.

9 3.2. Subject to Constitutional requirements and legal mandates, the City  
10 may choose, at its sole discretion, any housing or shelter solution, including but  
11 not limited to tiny homes, shared housing, purchased or master-leased  
12 apartments, hotels/motels, or other buildings, congregate shelters, permanent  
13 supportive housing, rental assistance/rapid rehousing, family reunification,  
14 sprung structures or tents, safe parking, safe sleeping/camping, affordable  
15 housing, and interim housing (including A Bridge Home beds), as long as the  
16 Milestones are met. The housing or shelter solutions may be government- and/or  
17 privately-funded as long as each offer is adequate for the individual.

18 Accommodations shall be made for those who qualify as disabled under the  
19 Americans with Disabilities Act.

20 3.3. City agrees to implement an approach of equitably distributing  
21 housing and shelter solutions throughout the City. The Required Number and  
22 60% threshold is the minimum required by the Agreement, and the City is  
23 encouraged to and may provide (at its sole discretion) incentives and/or benefits  
24 for Council Districts that create more housing or shelter solutions beyond those  
25 required to accommodate 60% of the City Shelter Appropriate PEH in their  
26 district.

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1 **4. Street Engagement**

2 4.1. City will continue to offer shelter or housing to City Shelter  
3 Appropriate PEH within the City and enforce public space regulations and health  
4 and safety laws consistent with its own protocol (Street Engagement Strategy)  
5 and constitutional requirements. No enforcement of public space regulations  
6 shall be taken against any individual unless that individual has first been offered  
7 an opportunity for housing or shelter or to relocate consistent with applicable  
8 laws. City reserves the right, in its sole discretion, to revise or amend its Street  
9 Engagement Strategy, Los Angeles Municipal Code 41.18, or any similar  
10 ordinance, regulation, or protocol consistent with applicable constitutional  
11 requirements and is consistent with and meets the requirements of terms of this  
12 Agreement.

13 4.2. Council District-wide Engagement

14 Once there are sufficient shelter or housing solutions to accommodate 60%  
15 of unsheltered City Shelter Appropriate PEH in a Council District as determined  
16 by the Required Number, the City, in its sole discretion, may implement and  
17 enforce public space regulations and ordinances within that entire Council  
18 District as to those individuals who refuse an offer of shelter or housing and/or  
19 decline to move to an alternative location where they may legally reside. The  
20 City must provide notice to the Plaintiffs of its intention to implement and  
21 enforce District-wide. If a Party to this Agreement files a written objection with  
22 the Court (or Special Master, if one is appointed by the Court for this purpose)  
23 within five court days of the notice, the Court (or Special Master) shall schedule  
24 a status conference to take place within court two days, or as soon as is  
25 practicable, to resolve the objection. If no objection is filed, or if the Court (or  
26 Special Master) resolves the objection in favor of the City, City may implement  
27 and enforce public space regulations and ordinances throughout that District  
28 consistent with this Agreement. Even after the City creates adequate and

1 appropriate housing and shelter opportunities for 60% of unsheltered City Shelter  
2 Appropriate PEH in a Council District, no enforcement action shall be taken  
3 against any individual suspected of violating a public space regulation or  
4 ordinance unless that individual has first been offered adequate and appropriate  
5 shelter or housing and/or to relocate to an alternative location consistent with  
6 applicable laws and this Agreement, except for time/manner/place regulations  
7 (such as LAMC 41.18 or similar ordinances) which may be enforced immediately  
8 and without such notice at any time.

9 4.3. City-wide Engagement

10 Once there are sufficient shelter or housing solutions to accommodate 60%  
11 of unsheltered City Shelter Appropriate PEH in the City as determined by the  
12 Required Number, the City, in its sole discretion, may implement and enforce  
13 public space regulations and ordinances throughout the City as to individuals  
14 who decline an offer of shelter or housing and/or decline to move to an  
15 alternative location where they may legally reside. The City must provide notice  
16 to the Plaintiffs of its intention to implement and enforce City-wide. If any Party  
17 to this Agreement files a written objection with the Court (or Special Master, if  
18 one is appointed by the Court for this purpose) within five court days of the  
19 notice, the Court (or Special Master) shall schedule a status conference to take  
20 place within two court days, or as soon as is practicable, to resolve the objection.  
21 If no objection is filed, or if the Court (or Special Master) resolves the objection  
22 in favor of City, City may implement and enforce public space regulations and  
23 ordinances throughout the City, consistent with this Agreement. Even after the  
24 City creates adequate and appropriate housing and shelter opportunities for 60%  
25 of the number of unsheltered City Shelter Appropriate PEH within the City, no  
26 enforcement action shall be taken against any individual suspected of violating a  
27 public space regulation or ordinance unless that individual has first been offered  
28 adequate and appropriate shelter or housing and/or to relocate to an alternative

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1 location consistent with applicable laws and this Agreement, except for  
2 time/manner/place regulations (such as LAMC 41.18 or similar ordinances)  
3 which may be enforced immediately and without such notice at any time.

4 4.4. Nothing in this Agreement shall prohibit or prevent the City from  
5 enforcing laws otherwise applicable in the City that are not inconsistent with this  
6 Agreement.

7 **5. Milestones and Deadlines**

8 5.1. Within 30 days from the date information from the 2022 PIT Count  
9 is confirmed by LAHSA and released, the City will calculate the Required  
10 Number and provide its calculation with the Plaintiffs. The Parties agree to meet  
11 and confer in good faith to resolve any objections to the calculation of the  
12 Required Number raised by Plaintiffs. Any objection that cannot be resolved by  
13 the Parties may be heard by the Court if necessary.

14 5.2. Thereafter the City will create plans and develop milestones and  
15 deadlines for: (i) the City’s creation of shelter and housing solutions to  
16 accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH  
17 in each Council District as determined by the Required Number; (ii) the City’s  
18 plan for encampment engagement, cleaning, and reduction in each Council  
19 District; (iii) the City’s creation of shelter and/or housing to accommodate a  
20 minimum of 60% of unsheltered City Shelter Appropriate PEH in the City as  
21 determined by the Required Number; and (iv) the City’s plan for encampment  
22 engagement, cleaning, and reduction in the City. The City will provide the plans,  
23 milestones and deadlines to Plaintiffs, and the City and Plaintiffs agree to work  
24 together in good faith to resolve any concerns or disputes about the plans,  
25 milestones, and deadlines, and will consult with the Court for resolution, if  
26 necessary. The City will provide a report setting forth the milestones and  
27 deadlines. The Parties agree the City will promptly employ its best efforts to  
28 comply with established plans, milestones, and deadlines.

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1 **6. Street Engagement Dispute Resolution Process**

2 The Parties agree to design, in conjunction with the Court and/or Special  
3 Master, a dispute resolution process for individuals who are subject to the City’s  
4 Street Engagement Strategy in connection with the City’s performance of this  
5 Agreement, pursuant to paragraph 4.

6 **7. Status Updates**

7 7.1. The City will provide quarterly status updates to the Court regarding  
8 its progress with this Agreement, including the number of housing or shelter  
9 opportunities created or otherwise obtained, the number of beds or opportunities  
10 offered, and the number of beds or opportunities currently available in each  
11 Council District. The City will work with LAHSA to include in the quarterly  
12 status updates, to the extent possible: the number of PEH engaged, the number of  
13 PEH who have accepted offers of shelter or housing, the number of PEH who  
14 have rejected offers of shelter or housing and why offers were rejected, and the  
15 number of encampments in each Council District.

16 7.2. The Parties will engage a mutually agreed-upon third party to  
17 provide data collection, analysis, comments, and regular public reports on the  
18 City’s compliance with the terms of this Agreement. The City shall be  
19 responsible for paying all fees, if any, or for obtaining grants or other private  
20 funding, if needed.

21 **8. Funding**

22 8.1. Funding of housing and shelter opportunities created by the City  
23 shall be at the City’s sole discretion. The City agrees to: (i) Petition county, state,  
24 and federal government for additional funding, as may be available; (ii) Consider  
25 expediting public/private partnerships that utilize private capital and which  
26 require no up-front costs to the City; and (iii) Consider other possible funding  
27 mechanisms to pay for future housing or shelter, facilities, and services solutions  
28 for PEH.

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1 8.2. In the event of fires, floods, earthquakes, epidemics, quarantine  
2 restrictions, or other natural catastrophic occurrences; terrorist acts, insurrections  
3 or other large scale civil disturbances; or any local or fiscal emergency declared  
4 by the Mayor of Los Angeles and the Los Angeles City Council under the  
5 authority vested in them by the Los Angeles City Charter and Los Angeles  
6 Administrative Code (or other applicable ordinances, resolutions, or laws), the  
7 obligations of the City as set forth in Sections 3, 4, and 5 of this Agreement shall  
8 be paused, and the Parties agree to meet and confer on any necessary and  
9 appropriate amendments to those obligations.

10 **9. County Obligations**

11 The Parties agree that Defendant County of Los Angeles, who is not a  
12 party to this Agreement, is obligated to provide certain services to all PEH in the  
13 County, including PEH located within the City. The Parties agree to cooperate in  
14 ensuring the County meets its obligations to provide adequate services to PEH  
15 within the City, and in fostering County-developed or County-funded housing,  
16 shelters, and treatment services for PEH who are not City Shelter Appropriate.  
17 These County responsibilities include, but are not limited to:

- 18 ● Funding and providing wrap-around and supportive services<sup>2</sup> for PEH  
19 in housing or shelter established by the City. Supportive services  
20 funded and provided by the County will include, but not be limited to,  
21 Department of Mental Health, Department of Health Services,  
22 Department of Public Health, and Department of Public Social  
23 Services, for intervention, services, and housing, as appropriate;

24  
25  
26 <sup>2</sup> “Supportive services” as used herein refers to mental health and substance use  
27 disorder treatment, and other services, including mainstream services, which are  
28 traditionally funded by the County of Los Angeles. City agrees to ensure each  
project will include case management, housing placement services, and  
homelessness reduction assistance or will work with appropriate agencies to do  
so.

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- 1 ● Providing housing and treatment services for all unsheltered PEH  
2 within the City who are not City Shelter Appropriate;
- 3 ● Providing and funding the Intensive Case Management Services  
4 (ICMS) and integrated health services necessary to ensure appropriate  
5 medical, mental health, substance use, and other services and treatment  
6 for permanent supportive units financed by the City;
- 7 ● Requiring that permanent supportive housing (PSH) placements into  
8 units within City limits will prioritize PEH that are homeless in the City  
9 first (consistent with applicable constitutional and statutory laws),  
10 including units funded and operated by the County if they are within  
11 City limits;
- 12 ● Increasing to at least 34 (from 22; numbers based on what is currently  
13 required and could be subject to change after the 2022 PIT Count  
14 results are released and analyzed) the number of Multi-Disciplinary  
15 Teams (MDTs) dedicated to conducting outreach exclusively in the  
16 City, allocating at least 1 team per Council District, coordinated by the  
17 City’s outreach staff in the Office of the City Administrative Officer  
18 (CAO) and/or the Unified Homelessness Response Center (UHRC);
- 19 ● Increasing to at least 10 (from 5.5; numbers based on what is currently  
20 required and could be subject to change after the 2022 PIT Count  
21 results are released and analyzed) the number of Homeless Outreach  
22 and Mobile Engagement (HOME) teams dedicated to conducting  
23 outreach exclusively in the City, allocating at least 1 team per two  
24 Council Districts, coordinated by the CAO and/or UHRC;
- 25 ● Requiring outreach teams (including the increased number of teams  
26 referenced above) have direct access to sufficient County-funded  
27 licensed and unlicensed high service need beds necessary to provide  
28 housing and treatment services for PEH in the City, and require that

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1 these beds will either be exclusively for use by, or prioritize use by,  
 2 PEH in the City. In order to effectuate this access, the County will, in  
 3 collaboration with LAHSA, County departments, and other relevant  
 4 agencies and partners, establish a centralized, County-wide bed  
 5 management system that is inclusive of all types of shelter, housing,  
 6 and care beds, and which will identify specific, available, and  
 7 appropriate high service need beds for PEH in the City;

- 8 ● Requiring a minimum of 50 mental health beds per 100,000 people in
- 9 the County, or more as necessary to ensure access to inpatient treatment
- 10 for PEH in the City and to prevent mentally ill individuals from falling
- 11 into homelessness due to lack of available inpatient treatment;
- 12 ● Increasing the number of high acuity public health (SUD/detox/drug
- 13 rehabilitation) beds to specified level, and priority access for PEH
- 14 regardless of the availability of insurance coverage;
- 15 ● Providing City-directed outreach teams with direct access to
- 16 Department of Mental Health, Department of Health Services,
- 17 Department of Public Social Services, and Department of Public Health
- 18 during outreach and other Street Engagement Strategy activities;
- 19 ● Identify and make available sufficient County-owned land to other
- 20 County jurisdictions, including City, for homeless housing on a \$1 per
- 21 year lease and allowing by right development; and
- 22 ● Securing County commitment to prevention of inflow of new PEH in
- 23 the City of Los Angeles, including commitment to registering
- 24 individuals for SSI and Social Security, and other local (e.g., General
- 25 Relief), state, and federal entitlement programs.

26 **10. Affordable Housing**

27 The Parties agree to cooperate to identify and reduce barriers to building  
 28 more affordable housing.

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1 **11. No Third Party Beneficiaries**

2 Notwithstanding anything in this Agreement to the contrary, there are no  
3 intended third-party beneficiaries that may assert rights or defenses under this  
4 Agreement, except the Parties to this Agreement.

5 **12. Modification By Judicial Action**

6 If a court issues an order or judgment regarding the constitutionality of, or  
7 the City’s ability to enforce, any law, code, ordinance, or regulation governing  
8 public spaces in the City (including but not limited to LAMC § 41.18), or any  
9 other part of this Agreement, and that order or judgment conflicts with or is  
10 inconsistent with any part of the terms of this Agreement, the Parties agree that  
11 the conflicting or inconsistent part(s) of this Agreement shall no longer be in  
12 effect, but all other terms of this Agreement that are not inconsistent with the  
13 order or judgment shall still remain in effect. In the event a Party asserts that an  
14 order or judgment conflicts with or is inconsistent with a part of this Agreement,  
15 the Party shall notify the other Parties in writing. If the Parties disagree as to  
16 whether a conflict or inconsistency exists, the question of whether a conflict or  
17 inconsistency exists shall be resolved according to Section 24 of this Agreement.

18 **13. Releases and Waiver of California Civil Code Section 1542**

19 13.1. The undersigned Plaintiffs to this Agreement, each on behalf of  
20 themselves, and their respective heirs, spouses, trustees, successors, assigns,  
21 agents, representatives, attorneys, employees, officers, directors, shareholders,  
22 members, managers, principals, partners, insurers, and predecessors do hereby  
23 forever release, acquit, and discharge the City and all of its boards, bureaus,  
24 departments, elected and appointed officials, administrators, officers, agents,  
25 employees, and all persons that acted on behalf of the City (collectively the “City  
26 Released Parties”) from any and all claims, demands, actions, causes of action,  
27 suits, covenants, settlements, contracts, agreements, and liabilities for personal  
28 injuries, property damage, loss, cost or expense of every nature whatsoever,

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1 whether known or unknown, contingent or otherwise, at law or in equity, and  
2 whether or not expected to exist which the undersigned Plaintiffs to this  
3 Agreement had, have, or may have against the City Released Parties, and each of  
4 them, that arise out of or are related to the Action, and any allegations, events,  
5 transactions or occurrences that were alleged or that could have been alleged  
6 therein (the “City Released Claims”).

7 Nothing in this release and waiver is intended to include Plaintiffs’ claims  
8 against the County, including for attorneys’ fees, which Plaintiffs will continue to  
9 litigate against the County to judgment or settlement consistent with the terms of  
10 this Agreement.

11 13.2. Plaintiffs acknowledge that they are familiar with the provisions of  
12 California Civil Code section 1542 and, except as otherwise provided herein,  
13 expressly waive and relinquish any and all rights or benefits that they may have  
14 under said section to the fullest extent permitted by law concerning any matters  
15 relating to the Parties' Actions.

16 California Civil Code section 1542 states:  
17 **A general release does not extend to claims that the**  
18 **creditor or releasing party does not know or suspect**  
19 **to exist in his or her favor at the time of executing**  
20 **the release and that, if known by him or her, would**  
21 **have materially affected his or her settlement with**  
22 **the debtor or released party.**

23 Plaintiffs declare that they understand the full nature, extent and import of  
24 section 1542 of the California Civil Code and have been so advised by their  
25 attorneys.

26 13.3. Plaintiffs warrant and represent that they have made no assignment,  
27 and will make no assignment, of any claim, chose in action, right of action, or  
28 any right, of any kind whatsoever, within the scope of the City Released Claims,  
and that no other person or entity of any kind had or has any interest in any of the  
demands, obligations, actions, causes of action, debts, liabilities, rights, contracts,

1 damages, attorneys' fees, costs, expenses, losses, or claims within the scope of the  
2 City Released Claims.

3 **14. Dismissal of the Action**

4 Upon approval of this Agreement by the City Council and Mayor, which  
5 approvals are required for this Agreement to be final and binding, and after  
6 execution of this Agreement by all Parties and their respective counsel, Plaintiffs  
7 and the City shall jointly file a Stipulated Order of Dismissal, to which this  
8 Agreement will be attached as Exhibit 1. At the conclusion of the Court's  
9 retained jurisdiction, subject to the City's compliance, Plaintiffs will take all  
10 additional actions and file all additional documents to effectuate dismissal of the  
11 Action as to the City with prejudice, if necessary.

12 **15. Settlement Payments and Attorneys' Fees**

13 This City shall pay a total amount of \$1,800,000, which shall be inclusive  
14 of all claims for damages, attorneys' fees, and/or costs claimed by Plaintiffs in  
15 the action.<sup>3</sup> Such payment shall be made to the Spertus, Landes, & Umhofer,  
16 LLP, attorney-client trust account for distribution by Spertus, Landes, &  
17 Umhofer, LLP, as approved by Plaintiffs. The Parties agree that nothing in this  
18 Agreement, including the City's payment of \$1,800,000, will affect the Plaintiffs'  
19 right to pursue all damages, costs, and attorney's fees from the County or any  
20 other party other than the City. Should the County ever seek contribution from  
21 the City for fees, costs, or damages awarded against the County through the date  
22 on which the order as entered, such contribution claims are solely between the  
23 City and the County and do not affect the terms of this Agreement nor involve  
24 Plaintiffs in any manner. Plaintiffs agree not to oppose any motion by the City  
25

26 \_\_\_\_\_  
27 <sup>3</sup> Plaintiff Gary Whitter is not participating in this Agreement. LA Alliance for  
28 Human Rights agrees to indemnify the City against any damages, attorneys' fees,  
and/or costs incurred by the City in the event Plaintiff Whitter pursues his claims  
against the City.

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LOS ANGELES, CA 90025  
TELEPHONE 310-826-4700; FACSIMILE 310-826-4711

1 for a good faith settlement determination from the Court that may extinguish the  
2 County's potential claims for contribution from the City.

3 **16. Non-Admission of Liability**

4 By entering into this Agreement, the City does not admit any liability, and  
5 explicitly denies any liability or wrongdoing of any kind arising out of or relating  
6 to any of the claims alleged in the Action. Nothing herein constitutes an  
7 admission by the Parties as to any interpretation of laws, or as to the merits,  
8 validity, or accuracy of any of the claims or legal contentions made or which  
9 could be made in the Action. Plaintiffs and the City have entered into this  
10 Agreement solely to avoid the time, expense, and risk of litigation. The Parties  
11 agree that an express condition of this settlement is that there has been no finding  
12 of liability on the merits, and that this settlement and any document related to this  
13 settlement, including this Agreement and Order, and the confidential negotiations  
14 leading up to this settlement, shall be inadmissible in evidence and shall not be  
15 used for any purpose in this or any other proceeding except in an action or  
16 proceeding to approve, interpret, implement, or enforce the Agreement.

17 **17. Knowing and Voluntary Agreement**

18 This Agreement is an important legal document that has been voluntarily  
19 and knowingly executed by the Parties. The Parties, and each of them,  
20 specifically represent that, prior to signing this Agreement, (a) they have each  
21 been provided a reasonable period of time within which to consider whether to  
22 accept this Agreement, (b) they have each carefully read and fully understand all  
23 of the provisions of this Agreement, and (c) they are voluntarily, knowingly, and  
24 without coercion entering into this Agreement based upon their own judgment.  
25 Plaintiffs, and each of them, further specifically represent that, prior to signing  
26 this Agreement, they have conferred with counsel of their choice to the extent  
27 desired concerning the legal effect of this Agreement, and that the legal effect of  
28 this Agreement has been adequately explained to them.



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1 **18. Entire Agreement; No Other Reliance**

2 This Agreement constitutes the entire agreement between the Plaintiffs and  
3 the City regarding the subject matter discussed hereof and supersedes any and all  
4 other agreements, understandings, negotiations, or discussions, either oral or in  
5 writing, express or implied, between or among the Parties relating to the subject  
6 matter hereof. The Parties acknowledge that no representations, inducements,  
7 promises, agreements, or warranties, oral or otherwise, have been made by them,  
8 or anyone acting on their behalf, which are not embodied in the Agreement, that  
9 they have not executed this Agreement in reliance on any such representation,  
10 inducement, promise, agreement, or warranty, and that no representation,  
11 inducement, promise, agreement, or warranty not contained in this Agreement  
12 including, but not limited to, any purported supplements, modifications, waivers,  
13 or terminations of this Agreement, shall be valid or binding, unless executed in  
14 writing by all of the Parties to this Agreement. Any alteration, change, or  
15 modification of or to this Agreement shall be made by written instrument  
16 executed by each party hereto in order to become effective.

17 **19. Warranty of Authority**

18 Each individual or entity that executes this Agreement represents and  
19 warrants, in his, her, or its personal capacity, that he, she, or it is duly authorized  
20 and empowered to enter into this Agreement on behalf of the party it purports to  
21 represent.

22 **20. Counterparts**

23 This Agreement may be executed in multiple counterparts, each of which  
24 shall be considered an original but all of which shall constitute one agreement.

25 **21. Representation by Counsel and Understanding**

26 The Parties acknowledge that each of them has been represented in the  
27 settlement of the matter by its own counsel and represent that each of them has  
28 received independent legal advice from their respective attorneys and has been

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1 fully advised of the nature of the Agreement and the possible rights and  
2 obligations released herein. Defendant City acknowledges it has the power and  
3 right to enter into, agree, and comply with this Agreement. The rule of  
4 construction that any ambiguities are to be resolved against the drafting part shall  
5 not be employed in the interpretation of the Agreement. The Parties further  
6 acknowledge that each of them has carefully read and fully understands all of the  
7 provisions of the Agreement, and that each of them is voluntarily entering into  
8 the Agreement.

9 **22. No Waiver of Terms of Agreement**

10 The failure to insist upon compliance with any term, covenant or condition  
11 contained in the Agreement shall not be deemed a waiver of that term, covenant  
12 or condition, nor shall any waiver or relinquishment of any right or power  
13 contained in the Agreement at any one time or more times be deemed a waiver or  
14 relinquishment of any right or power at any other time or times.

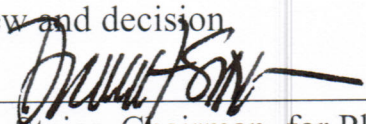
15 **23. Governing Law**

16 This Agreement shall be construed in accordance with the laws of the State  
17 of California.

18 **24. Duty to Meet and Confer**

19 If a dispute arises between the Plaintiffs and the City regarding the  
20 interpretation, performance, or enforcement of this Agreement, the Party raising  
21 the dispute shall provide written notice of the dispute to all other Parties, and all  
22 Parties agree to meet and confer within a reasonable time in a good faith effort to  
23 resolve any dispute. In the event that the Parties are unable to resolve the dispute  
24 within a reasonable time after the meeting, Plaintiffs or the City may, pursuant to  
25 the Order, submit the matter to the Court for review and decision.


26 DATED: 5/19/2022

By:   
Don Steier, Chairman, for Plaintiff  
LA Alliance for Human Rights

27  
28

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1 DATED: 05-19-2022 \_\_\_\_\_

  
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Plaintiff Joseph Burk

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4 DATED: \_\_\_\_\_

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Plaintiff George Frem

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Plaintiff Wenzial Jarrell

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Plaintiff Charles Malow

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13 DATED: \_\_\_\_\_

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Plaintiff Karyn Pinsky

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16 DATED: \_\_\_\_\_

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Plaintiff Leandro Suarez

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19 DATED: \_\_\_\_\_

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Plaintiff Harry Tashdjian

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22 DATED: \_\_\_\_\_

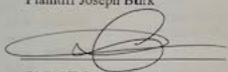
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Plaintiff Charles Van Scoy

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1 DATED: \_\_\_\_\_

2 Plaintiff Joseph Burk

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4 DATED: 5/19/22



5 Plaintiff George Frem

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7 DATED: \_\_\_\_\_

8 Plaintiff Wenzial Jarrell

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11 Plaintiff Charles Malow

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13 DATED: \_\_\_\_\_

14 Plaintiff Karyn Pinsky

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16 DATED: \_\_\_\_\_

17 Plaintiff Leandro Suarez

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19 DATED: \_\_\_\_\_

20 Plaintiff Harry Tashdjian

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22 DATED: \_\_\_\_\_

23 Plaintiff Charles Van Scoy

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1 DATED: \_\_\_\_\_  
2 \_\_\_\_\_  
3 Plaintiff Joseph Burk

4 DATED: \_\_\_\_\_  
5 \_\_\_\_\_  
6 Plaintiff George Frem

7 DATED: 05-19-22  
8 Wenzial Jarrell  
9 Plaintiff Wenzial Jarrell

10 DATED: 5/19/22  
11 [Signature] BY ELIZABETH MITCHELL, SIGNED WITH  
12 APPROVAL AT 2:15 PM - WET  
13 SIGNATURE FORTHCOMING  
14 Plaintiff Charles Malow

15 DATED: 05-19-22  
16 [Signature]  
17 Plaintiff Karyn Pinsky

18 DATED: 5/19/22  
19 [Signature] BY ELIZABETH MITCHELL, SIGNED  
20 WITH APPROVAL AT 4:29 PM  
21 WET SIGNATURE FORTHCOMING  
22 Plaintiff Leandro Suarez

23 DATED: 5/19/22  
24 [Signature] BY ELIZABETH MITCHELL, SIGNED  
25 WITH APPROVAL AT 2:26 PM  
26 WET SIGNATURE FORTHCOMING  
27 Plaintiff Harry Tashdjan


28 DATED: 5/19/22  
29 [Signature] BY ELIZABETH MITCHELL, SIGNED  
30 WITH APPROVAL AT 3:18 PM  
31 WET SIGNATURE FORTHCOMING  
32 Plaintiff Charles Van Scoy

1 DATED: May 19, 2022

MATTHEW W. SZABO

2

3

By: 

City Administrative Officer, City of Los Angeles

4 **Approved as to Form:**

5

6 DATED: May 19, 2022

SPERTUS, LANDES & UMHOFFER, LLP

7

By: 

Elizabeth A. Mitchell  
Counsel for Plaintiffs LA Alliance for Human Rights, et al.

8

9

10 DATED: May 19, 2022

MICHAEL N. FEUER, City Attorney

11

12

By: *Scott Marcus*

Scott Marcus, Chief Assistant City Attorney  
Counsel for Defendant City of Los Angeles

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1 UMHOFFER, MITCHELL & KING LLP  
2 Matthew Donald Umhofer (SBN 206607)  
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4 767 S. Alameda St., Suite 221  
5 Los Angeles, California 90017  
6 Telephone: (213) 394-7979  
7 Facsimile: (213) 529-1027  
8 mumhofer@umklaw.com  
9 emitchell@umklaw.com

10 *Attorneys for Plaintiffs*

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

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

15 Plaintiffs,

16 v.

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

18 Defendants.

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

Assigned to Judge David O. Carter

**MOTION FOR ORDER RE  
SETTLEMENT AGREEMENT  
COMPLIANCE AND SANCTIONS**

Before: Hon. David O. Carter  
Courtroom: 10A  
Hearing Date: March 4, 2024  
Hearing Time: 8:30 p.m.

1 **TO THE COURT, ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF**  
2 **RECORD:**

3 PLEASE TAKE NOTICE on the above date and time Plaintiffs will and hereby  
4 do move for an order compelling specific performance by the City of Los Angeles and  
5 sanctions for non-compliance with the agreement. This motion is set for hearing on  
6 March 4, 2024, at 8:30 a.m. before the Honorable David O. Carter in the United States  
7 District Court, Central District of California, Western Division, located at 411 West  
8 Fourth Street, Courtroom 10A, Santa Ana CA 92701-4516.

9 The motion is made following the conference of counsel that has taken place  
10 numerous times from January 30, 2023 to most recently January 17, 2024 with  
11 assistance from the Honorable District Court Judge Andre Birotte and Special Master  
12 Michele Martinez. This motion is based on this Notice, the accompanying  
13 Memorandum of Points and Authorities, the Declaration of Elizabeth A. Mitchell and  
14 exhibits attached thereto, the pleadings and records on file in this action, and any  
15 further oral or written documentation that may be provided to the Court as necessary or  
16 requested.

17  
18 Dated: February 7, 2024

Respectfully submitted,

19 /s/ Elizabeth A. Mitchell  
20 UMHOFER, MITCHELL & KING, LLP  
21 Matthew Donald Umhofer  
22 Elizabeth A. Mitchell  
23 *Attorneys for Plaintiffs*  
24  
25  
26  
27  
28



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1 **I. INTRODUCTION**

2 For more than a year, the City of Los Angeles has willfully and intentionally  
3 violated the Settlement Agreement in this case and failed to meet the milestones it set  
4 for itself.

5 After this case invited judicial scrutiny on the City’s decades of ineptitude on  
6 homelessness, the City entered into a Settlement Agreement that required milestones  
7 and deadlines for the creation of new beds and reduction of encampments. Over the  
8 ensuing year following the Court’s approval of the Agreement, **the City obstructed**  
9 **efforts to establish critical encampment milestones and created far fewer beds**  
10 **than it promised to.**

11 The City has compounded its non-compliance by claiming success in the face of  
12 failure—recently telling the *Los Angeles Times* that the City and its new leadership had  
13 moved 21,000 persons experiencing homelessness off the streets. That assertion  
14 cannot be squared with City’s own statistics. Specifically:

- 15 • The City set a milestone of 3,700 new beds in the last fiscal year—and  
16 then conceded it had created only 1,748 beds in that period.
- 17 • The City committed to creating a total of 5,190 beds by the end of 2023,  
18 but admits that it has only created 2,810—falling 2,380 short.
- 19 • While falling 2,380 beds short, the City claims success in sheltering 1,951  
20 PEH through the new Inside Safe program—with far less than 2,380 beds.  
21 The City simply “borrowed” Alliance beds and called it a successful new  
22 program.
- 23 • The 21,000 number is not traceable to City initiatives, but instead reflects  
24 double- and triple-counting, and reflects mostly federal, state, and county  
25 initiatives. Critically, at least 13,972 of the identified 15,923 individuals  
26 counted were brought inside through efforts that either had nothing to do  
27 with the City or arose from efforts that pre-dated the City’s new  
28 leadership.

1           Because the City has willfully violated the Settlement Agreement for 14 months  
2 and is failing to perform under the Agreement, sanctions must be imposed.

3   **II.   THE CITY WILLFULLY VIOLATED THE SETTLEMENT**  
4   **AGREEMENT FOR 447 DAYS**

5           The complaint tells the story of the homelessness crisis in Los Angeles and the  
6 City’s complicity in that crisis—in particular, a disturbing lack of urgency and a  
7 profound lack of accountability. That complaint led to settlement agreements that  
8 were designed to fix those failures by setting urgent deadlines and imposing  
9 accountability on the City and the County. The deadlines in the City agreement center  
10 on two related efforts: (i) the creation of beds and (ii) the filling of those beds through  
11 encampment reduction.

12           Encampment reduction was a critical element of the deal for the Plaintiffs  
13 because it ensures that the City is moving people from unsanitary, unsafe conditions on  
14 the street and into the beds created by the City under the Settlement Agreement.  
15 Encampments are dangerous—often deadly—to people living in them and to the  
16 surrounding communities. They attract and propagate drugs, crime, violence, fires,  
17 and disease. Throughout the litigation, encampments and the need to reduce them has  
18 been a singular focus for the Plaintiffs.

19           Despite the importance of encampment reduction to the deal, the City spent 13  
20 months refusing to even propose the encampment reduction deadlines required by the  
21 Agreement and when it finally did, it still refused to produce district-specific numbers.  
22 This was an egregious violation of both the letter and the spirit of the Agreement and  
23 there must be consequences to ensure that defendants are not emboldened to further  
24 ignore their commitments.

1           **A. The Settlement Agreement Requires Milestones and Deadlines for**  
2           **Encampment Engagement, Cleaning, and Reduction in Each Council**  
3           **District**

4           The City’s obligation to establish milestones and deadlines appears in Section  
5 5.2 of the settlement agreement. Under that Section, the City must first calculate the  
6 Required Number (i.e. number of beds the city will create), and then it is required to:

7           Create plans and develop milestones and deadlines for:

- 8           (i) the City’s creation of shelter and housing solutions to  
9           accommodate a minimum of 60% of unsheltered City  
10           Shelter Appropriate PEH [persons experiencing  
11           homelessness] in each Council District as determined by the  
12           Required Number;  
13           (ii) the City’s plan for encampment engagement, cleaning, and  
14           reduction in each Council District;  
15           (iii) the City’s creation of shelter and/or housing to  
16           accommodate a minimum of 60% of unsheltered City  
17           Shelter Appropriate PEH in the City as determined by the  
18           Required Number; and  
19           (iv) the City’s plan for encampment engagement, cleaning, and  
20           reduction in the City.

21 (Stipulated Order re Dismissal, Ex. 1, Settlement Agreement (hereinafter  
22 “Settlement Agreement”) 4:8–12, ECF No. 421-1; Order Approving Settlement,  
23 ECF No. 445.)

24           Under the plain language of Section 5.2, the City had an obligation to “provide  
25 the plans, milestones and deadlines to Plaintiffs” at which point “the City and  
26 Plaintiffs” would “work together in good faith to resolve any concerns or disputes  
27 about the plans, milestones, and deadlines” and “consult with the Court for resolution,  
28 if necessary.” (Settlement Agreement 8:22–26.)

1           **B.     The City Willfully Violated the Milestones and Deadlines Provision**  
2                               **from November 2022 through January 2024**

3           The Plaintiffs and the City consummated the settlement agreement on May 19,  
4 2022. After several months of initial delay by Los Angeles Homeless Services  
5 Authority (LAHSA), the City finally calculated the “Required Number”—that is, the  
6 total number of beds it must provide under the Agreement based on the point-in-time  
7 count—on October 6, 2022, and provided it to Plaintiffs. (Declaration of Elizabeth A.  
8 Mitchell (“Mitchell Decl.”) Ex. A, City Shelter Appropriate Tracker, Oct. 4, 2022.)  
9 After another month of delay, on November 11, 2022, the City provided to Plaintiffs  
10 its proposed plans, milestones, and deadlines for **beds**—“creation of shelter and  
11 housing solutions” under Sections 5.2(i) and 5.2(iii). Settlement Agreement, p. 8. **But**  
12 **the City made no effort to provide plans, milestones, and deadlines for**  
13 **encampments**—“engagement, cleaning, and reduction” of encampments in each  
14 Council District or Citywide pursuant to 5.2(ii) and 5.2(iv). (Mitchell Decl. Ex. B,  
15 Alliance – Potential Project List and Roadmap – Alliance Milestones, as of Nov. 9,  
16 2022.) This was the beginning of a 14-month odyssey of City violations of the  
17 settlement agreement.

18           Believing—incorrectly—that the City was acting in good faith under a new  
19 mayor who had made bold and sweeping campaign promises concerning  
20 homelessness, Plaintiffs waited to bring this issue to the Court’s attention until after a  
21 January 17, 2023, hearing on the County settlement, at which the new mayor would  
22 appear and discuss her new plans. (Mitchell Decl. ¶ 3.)

23           **C.     The City Engaged in Bad Faith Negotiation for 14 Months**

24           January 17 came and went, without any further commitment to encampment  
25 milestones and deadlines. (Mitchell Decl. ¶ 4.)

26           On January 30, 2023, the Alliance again approached the City to meet and confer  
27 about the city’s failure to provide deadlines in violation of Section 5.2(ii) and (iv), and  
28 Plaintiff’s concerns about the adequacy of the City’s housing and shelter plans under

1 Section 5.2 (i) and (iii). (Mitchell Decl. Ex. C, Letter from E. Mitchell to S.  
2 Michaelson and S. Marcus, dated Jan. 8, 2024.)<sup>1</sup> The City denied any violation and  
3 refused to provide updated plans pursuant to Section 5.2. (*Id.*) This was the third  
4 instance of the City refusing to comply with Section 5.2(ii) and (iv).

5 After several delays caused by City (and city attorney) schedules, Plaintiffs  
6 finally met with the City (represented by Scott Marcus, David Michaelson, and  
7 Mercedes Marquez) on March 8 and again March 15, 2023 to discuss the City’s non-  
8 compliance with the Agreement. (Mitchell Decl. ¶ 5.)

9 On March 15, 2023, the City—specifically then-Chief Housing and  
10 Homelessness Officer Mercedes Marquez—claimed that the City had significant plans  
11 intended to come into compliance with Section 5.2(ii) and (iv). Specifically, Marquez  
12 assured Plaintiffs that the City had already put out an RFQ (Request For Quote or  
13 Request for Qualification) for service/outreach providers, would be “fully staffed” with  
14 an assigned service/outreach provider for each district by July 1, 2023, and would  
15 “have each district fully assessed” (which was described as identifying the numbers of  
16 unsheltered PEH, plus a description of the needs of various groups, including an  
17 estimate of the number of individuals with serious mental illness and substance use  
18 disorder, in each district) by September 30, 2023. (Mitchell Decl. ¶ 5.) Ms. Marquez  
19 promised that once that effort was complete, the City would then provide the Alliance  
20 its proposed encampment milestones and deadlines by October 1, 2023. (*Id.*) Counsel  
21 for the Alliance, Elizabeth Mitchell, summarized the meeting in an email thereafter:

22 In our last meeting we talked about the RFQ that the City has put out  
23 for a list of qualified service/outreach providers, and that the City  
24 expects to be fully staffed with the District’s chosen providers by July 1  
25

26 <sup>1</sup> The letter from Plaintiffs to City dated January 8, 2024 summarizes the entire  
27 meet-and-confer process. Each date is associated with voluminous e-mails relevant to  
28 this analysis. However, the City has asked Plaintiffs to keep the communications  
themselves confidential, and only submit the more recent letters. Plaintiffs defer to the  
Court on whether the e-mails themselves are necessary to the court’s resolution of this  
motion, and will produce said e-mails upon request.

1 . . . . We also discussed that the City could commit to having each  
2 district fully assessed and get us a list of proposed milestones and  
3 deadlines within 3 months thereafter (October 1).

4 (Mitchell Decl. Ex. C, at 2.)

5 Relying upon the promises of the new mayor’s representative, and extending a  
6 good faith opportunity to a new administration, the Alliance agreed to the extension.  
7 Mr. Marcus, on behalf of the City, confirmed the request for extension and the City’s  
8 need to provide encampment deadlines by October 1, 2023. (*Id.*)

9 The City blew that deadline as well. Two days after October 1, the City gave  
10 Plaintiffs its “Encampment Engagement, Cleaning, and Resolution” proposal . . . that  
11 contained no proposed deadlines or milestones at all. (Mitchell Decl. Ex. D,  
12 Encampment Engagement, undated.) The Alliance and the City (again represented by  
13 Scott Marcus, David Michaelson, and Mercedes Marquez) met about the City’s  
14 violation of the agreement during which Ms. Marquez confessed that the City had  
15 violated its promises in March to hire preferred service/outreach providers for  
16 encampment reduction in each district and assess each district’s needs, and had instead  
17 done nothing towards these commitments. (Mitchell Decl. ¶ 9.) This was the third  
18 instance of the City refusing to comply with Section 5.2 (ii) and (iv). The Alliance had  
19 waited months in reliance on false promises of City progress, while the City had done  
20 none of the things it had promised to do to come into compliance with this section.

21 The Alliance again insisted the City comply with Section 5.2(ii) and (iv) and  
22 provide the encampment deadlines required by the Agreement. (Mitchell Decl. ¶ 10.)  
23 Unable to bring the City into compliance, the Alliance brought the City’s violation of  
24 Section 5.2 to the attention of Michele Martinez, appointed monitor to oversee the  
25 City/Alliance settlement agreement. (Mitchell Decl. Ex. E, Email from E. Mitchell to  
26 M. Martinez, dated Oct. 19, 2023.) After a Zoom meeting with the parties, Ms.  
27 Martinez asked the parties to again meet and try to come up with a plan that would  
28 satisfy both parties. (Mitchell Decl. ¶ 11.) The parties then met to discuss the issue on



1 November 8, 2023; at that meeting the City proposed its first 5.2 commitment: a single  
2 encampment resolution per month for the entire city. (*Id.*) The City claimed no more  
3 could be done because there was insufficient bed capacity. (*Id.*) The Alliance  
4 responded that a lack of bed capacity necessarily meant that the bed-creation plans the  
5 City had provided under Section 5.2 (i) and (iii) were insufficient if the City couldn't  
6 increase its milestones sufficiently to address the severe crisis on the street. (*Id.*)

7 On November 29, 2023, the City submitted an updated Encampment  
8 Engagement, Cleaning, and Reduction plan to the court and counsel—and still, it did  
9 not comply with Section 5.2. The City proposed to resolve “at least two tent and  
10 makeshift shelter encampments and at least three RV encampments involving at least  
11 100 individuals” per month for the first six months of 2024, and thereafter “aim[]” to  
12 increase to “three tent and makeshift shelter encampments and four RV encampments  
13 involving at least 150 individuals” per month for the second half of 2024. (Mitchell  
14 Decl. Ex. F, Encampment Engagement, update at 5–6.) But there were two major  
15 problems with this proposal. *First*, the City’s proposal was still facially non-compliant  
16 with Section 5.2 because it ignored the requirement that the City propose milestones  
17 and deadlines for “encampment ... reduction in each district.” (Settlement Agreement  
18 8:14–28 (emphasis added).) This was the fourth instance of the City refusing to  
19 comply with Section 5.2 (ii). *Second*, the City’s proposed “plan” was plainly  
20 insufficient—at a rate of 1,800 individuals, citywide, per year, the City would not  
21 meaningfully reduce the numbers of the 32,680 unsheltered persons experiencing  
22 homelessness in Los Angeles.

23 Still unable to move the City into compliance or obtain a City commitment that  
24 matched the scale of the crisis, the Alliance again requested that the Court resolve the  
25 matter under Section 5.2.<sup>2</sup> The court set a hearing date for resolution of this dispute  
26

27 <sup>2</sup> Section 5.2 further provides:

28 The City will provide the plans, milestones and deadlines to  
Plaintiffs, and the City and Plaintiffs agree to work together in good

1 for December 14, 2023. As the hearing approached, the City made a series of  
2 proposals that culminated in a commitment of 9,782 resolutions,<sup>3</sup> encompassing tents,  
3 makeshift shelters, RVs, vans, and cars over a five year period (including the entire  
4 agreement). (Mitchell Decl. Ex. C, at 2.) The City then committed to submitting the  
5 new numbers in writing to the court and Plaintiffs by the end of the month. The City  
6 did not, however, comply with Section 5.2(ii)’s requirement of establishing district-by-  
7 district encampment milestones. (Mitchell Decl. ¶ 14.)

8 On December 29, 2023, the City unilaterally increased its proposed encampment  
9 reduction commitment to “a minimum of 12,000 tents, makeshift shelters, cars, vans,  
10 and RVs over the term of the settlement agreement . . .”—an increase from the  
11 previously agreed-to 9,782 resolutions. (Mitchell Decl. Ex. G, Revised Encampment  
12 Reduction Milestones at 1.) The City imposed no conditions on this 12,000-  
13 encampment reduction number—it did not condition the 12,000 on anything from the  
14 Plaintiffs and did not suggest that the 12,000 was contingent upon the Plaintiffs giving  
15 up the district-by-district demands of Section 5.2(ii). But still, the City did not provide  
16 district-by-district encampment reduction numbers as required by Section 5.2(ii)—this  
17 was the fifth instance of the City’s failure to comply.

18 On January 4, 2024, the Alliance, represented by Paul Webster, Matthew  
19 Umhofer, and Elizabeth Mitchell, met with the City, represented by Mayor Karen  
20 Bass, Chief Housing and Homelessness Officer Lourdes Castro Ramirez, Chief  
21 Administrative Officer Matthew Szabo, Counsel to the Mayor David Michaelson, and  
22 Chief Assistant City Attorney Scott Marcus. At this meeting, the parties discussed  
23 mutual goals, and the mayor and staff explained their focus on citywide efforts.  
24

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25 faith to resolve any concerns or disputes about the plans, milestones,  
26 and deadlines, and will consult with the Court for resolution, if  
necessary. (Settlement Agreement 8:22–26.)

27 <sup>3</sup> Because the word “encampment” was difficult to define, the City and Alliance  
28 used LAHSA metrics for tents, makeshift shelters, cars, vans, and RVs. LAHSA  
CVRTM conversion factors (Aug. 15, 2022),  
<https://www.lahsa.org/documents?id=6533-cvrtm-summary-by-geography>.

1 (Mitchell Decl. ¶ 17.) No council member was present. During that meeting, the City  
2 withdrew its unconditional commitment to 12,000 encampment reductions and  
3 attempted to revise the history of the negotiations by suggesting the 12,000 number  
4 was conditioned on an Alliance agreement to abandon the district-by-district  
5 requirements of Section 5.2(ii). The City then declared that if the Alliance insisted on  
6 district-by-district numbers as required by Section 5.2(ii), the City would only commit  
7 to 5,300 encampment resolutions.<sup>4</sup> (*Id.*) The Alliance explained—as it had for the  
8 entire prior year—that the district-specific numbers were required under the settlement  
9 agreement and were necessary for accountability. No agreement was reached at this  
10 meeting. (*Id.*)

11 Two days later, on January 6, 2024, the City (David Michaelson) emailed  
12 counsel for the Alliance stating, for the first time “The City . . . will update the  
13 encampment reduction goal to 9,800 . . . and provide district by district milestones.”  
14 (Mitchell Decl. ¶ 18.) The City then provided, for the first time—and 14 months after  
15 it was required to—proposed milestones and deadlines for each district throughout the  
16 City. (Mitchell Decl. Ex. H, Milestones, undated.)

17 The Alliance then began assessing these new district-by-district numbers, and  
18 learned that they were not the product of any consultation with the City Council  
19 members who represent those districts. (Mitchell Decl. ¶ 19.) In March 2023, the City  
20 had promised to analyze the needs of each district and engage each Council member to  
21 arrive at real district-by-district number that reflected the needs of each district in the  
22 City. But in January 2024, the City had still not done what it had promised. This was  
23 the sixth violation of Section 5.2(ii).

24  
25  
26  
27 <sup>4</sup> The 5300 number came from an original proposal from the Alliance prior to  
28 the December 14 hearing, which was the result of a mistaken view of the relevant  
encampment numbers. Recognizing the mistake, the Alliance immediately withdrew  
that number and informed the City of withdrawal, which culminated in the agreement  
to 9,782. (Mitchell Decl. Ex. C.)

1 In response to the City’s continued failure to provide vetted and agreed-to  
2 district-by-district encampment reduction numbers,<sup>5</sup> the Alliance sent a written  
3 demand seeking: (i) a return to the 12,000 resolution commitment or 9,800 within a 4-  
4 year period (ending in June, 2026) rather than 5, (ii) quarterly reporting, (iii) specific  
5 plans for egregiously ignored areas of Skid Row and Avenue 45, and (iv) monetary  
6 sanctions as a consequence for the City’s willful noncompliance with the Settlement  
7 Agreement and to deter future similar violations. (Mitchell Decl. Ex. C, at 3–4.) The  
8 City responded by offering 9,800 resolutions within 4 years (by June, 2026), and  
9 quarterly reporting, but refusing to provide specific plans for designated encampments  
10 and refusing to pay any sanctions amount. (Mitchell Decl. Ex. I, Letter from S.  
11 Marcus to E. Mitchell, Jan. 10, 2024.)

12 Under threat of exposure and multi-million dollar sanctions, the City finally  
13 provided Council-approved commitments under 5.2(ii) and (iv) and came into  
14 compliance with the Agreement—447 days late. (Mitchell Decl. Ex. J., Milestones.)

15 **III. PLAINTIFFS, THIS COURT, AND THE CITY LOST MORE THAN A**  
16 **YEAR OF ACCOUNTABILITY UNDER THE SETTLEMENT**  
17 **AGREEMENT**

18 The City’s 447-day violation of the Settlement Agreement was no mere foot-  
19 fault—it allowed the City to delay and evade accountability under the Agreement. By  
20

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21 <sup>5</sup> Specifically:

- 22 (i) refusing to provide any numbers at all,
- 23 (ii) promising a significant evaluation effort with meaningful  
numbers with apparently no intention to ever fulfill that promise and no  
communication during that period about any changed plans,
- 24 (iii) *still* refusing to provide any numbers or commitment at all,
- 25 (iv) providing only minimal efforts and apparently misleading the  
news media about successes,
- 26 (v) committing to numbers the morning of the hearing and again  
in writing to the court, then withdrawing and changing the terms of the  
commitment and thereby negotiating with human lives, and
- 27 (vi) re-committing to 9,800 (slightly up from 9,782 that had been  
28 agreed-to on December 14, 2023 but still lower than the number  
previously committed to on December 29, 2023.) (Mitchell Decl. Ex. C, at  
3–4.)

1 delaying and obstructing the establishment of the complete set of milestones and  
2 deadlines required by the Agreement, **the City prevented the Plaintiffs and this**  
3 **Court from enforcing the Agreement in any meaningful way for more than a**  
4 **year.**

5 The lack of accountability occasioned by the City’s noncompliance is  
6 established by the City’s own numbers.

7 In this case, the City set a milestone for itself to create 5,190 beds by the end of  
8 2023 (Exhibit B) —but the City’s own reports filed in this case admit that the City has  
9 created only 2,810 beds. (City’s Quarterly Status Report, Ex. A, Jan. 16, 2024, ECF  
10 No. 660-1). **This means that in the past year—while the City refused to establish**  
11 **the full set of milestones and deadlines under the Agreement—the City fell 2,380**  
12 **beds short of the threshold it set for itself in this case.**<sup>6</sup>

13 The City has also claimed that it separately brought roughly 2,000 people inside  
14 through the Inside Safe program, which relies on short-term hotel beds. But the City  
15 has also acknowledged that because these beds are temporary, they do not count  
16 toward the City’s bed commitments in this case. Therefore, the City has devoted  
17 substantial resources to a temporary program that does not advance the cause of the  
18 Settlement agreement—“borrowing” from the Alliance beds while leasing only short-  
19 term motels that will ultimately be closed. This is neither the progress nor the  
20 accountability contemplated by the Agreement.

21 Recent claims of success by the City are belied by the City’s own math. In a  
22 December, 2023 *Los Angeles Times* article (and on a City website), the Mayor stated  
23  
24  
25  
26

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27 <sup>6</sup> The Alliance has never approved nor submitted this document, because it  
28 insisted on the City fully complying with Section 5.2 by providing all the milestones  
and deadlines required by that section before the Alliance evaluated the sufficiency of  
the City’s.

1 that her administration had brought 21,694 persons experiencing homelessness inside  
2 in 2023.<sup>7</sup> That figure is problematic for several reasons:

- 3 • The 21,694 figure represents “touches” and not people. (Mitchell Decl. ¶  
4 21.) The City and LAHSA do not track individuals, and people can and  
5 regularly do cycle in and out of programs more than once, meaning the  
6 21,694 includes double-, triple-, or quadruple-counting of the same  
7 individuals. (*Id.*)
- 8 • The City’s figure takes credit for the efforts of the federal government,  
9 the state government, and the county.<sup>8</sup> What the new administration has  
10 actually done is less than 10% of that number (slightly less than 2,000).

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13  
14 <sup>7</sup> Mayor Karen Bass, *More Than 21,000 Angelenos Came Inside This Year –*  
15 *Thousands More Than Last Year as Mayor Bass deployed New Urgent Strategies* City  
16 of Los Angeles (Dec. 6, 2023), [https://mayor.lacity.gov/news/more-21000-angelenos-](https://mayor.lacity.gov/news/more-21000-angelenos-came-inside-year-thousands-more-last-year-mayor-bass-deployed-new-urgent)  
17 [came-inside-year-thousands-more-last-year-mayor-bass-deployed-new-urgent](https://mayor.lacity.gov/news/more-21000-angelenos-came-inside-year-thousands-more-last-year-mayor-bass-deployed-new-urgent) (“Los  
18 Angeles Mayor Karen Bass today announced that more than 21,000 Angelenos have  
19 come inside since December 2022, thousands more than last year, as she deployed a  
20 new and urgent strategy to reduce homelessness.”).

21 <sup>8</sup> See Mayor Karen Bass, *More Than 21,000 Angelenos Came Inside This Year –*  
22 *Thousands More Than Last Year as Mayor Bass deployed New Urgent Strategies* City  
23 of Los Angeles (Dec. 6, 2023), [https://mayor.lacity.gov/news/more-21000-angelenos-](https://mayor.lacity.gov/news/more-21000-angelenos-came-inside-year-thousands-more-last-year-mayor-bass-deployed-new-urgent)  
24 [came-inside-year-thousands-more-last-year-mayor-bass-deployed-new-urgent](https://mayor.lacity.gov/news/more-21000-angelenos-came-inside-year-thousands-more-last-year-mayor-bass-deployed-new-urgent):

- 25 - 1,951 Inside Safe (City)
- 26 - 1,332 Tiny Homes (Alliance and Garcetti administration)
- 27 - 1,398 Homekey (State)
- 28 - 2,934 A Bridge Home (Alliance and Garcetti)
- 1,977 Roadmap Interim Housing (Alliance)
- 4,088 Family Shelters (Fed/State/County/Alliance)
- 2,243 DHS & DMH Interim Housing (County).

This list only totals 15,923 “touches.” It is unclear where the remaining 5,771 is being reported, as those are not publicly disclosed.

Compare this list with the promises Mayor Bass made to *increase* the number of sheltered individuals by 17,000 in her first year, the majority of which has not been done (reflected in only an increase of 5,000 in the first year...not 17,000). Doug Smith, Benjamin Oreskes, *Can Bass or Caruso solve the L.A. homeless housing crisis? Here are their divergent plans*, Los Angeles Times (Sept. 4, 2022, 8:13 AM), <https://www.latimes.com/california/story/2022-09-04/homelessness-plans-la-mayor-candidates-karen-bass-rick-caruso-explainer>.

- 1 • The 21,694 figure includes 7,677 persons brought inside as a result of
- 2 prior City and County commitments made in this case—and therefore
- 3 were not the result of the new administration’s efforts.<sup>9</sup>
- 4 • Similarly 21,694 represents approximately 66 percent of the total number
- 5 of unsheltered individuals in the City (32,680, per LAHSA). There is no
- 6 evidence to suggest the City has sheltered two-thirds of its unsheltered
- 7 population in the past year.<sup>10</sup>

8 The City’s questionable numbers—and the failure to meet the targets it set for itself in  
 9 this case—underscore the need for robust accountability. By delaying and obstructing  
 10 the establishment of milestones and deadlines, the City has undermined the very  
 11 accountability Plaintiffs sought and this Court insisted upon when the Agreement was  
 12 reached. Accountability can only be restored through consequences.

13 **IV. THIS COURT MUST ORDER CITY TO COMPLY WITH TERMS OF**  
 14 **SETTLEMENT AGREEMENT**

15 The consequences required to reaffirm and restore accountability under the  
 16 Settlement Agreement must be substantial. If the City is allowed to ignore its  
 17 obligations under the Agreement for more than a year with impunity, there can be little  
 18 hope the City will comply with its obligations in the years to come.

19 To that end, Plaintiffs seek the following sanctions, which are designed to be  
 20 proportional to the City’s 447-day period of noncompliance and obstruction:

- 21 i. The City shall pay sanctions to the LA Alliance for Human Rights
- 22 \$100,000 for each week of noncompliance and obstruction from
- 23 November 11, 2022 to the date it came into compliance, January 31, 2024.
- 24 The payment shall be made within 30 days and will fund the Alliance’s
- 25

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26 <sup>9</sup> (Compare City Status Reports, ECF Nos. 515-1 and 516-1 with ECF Nos. 660-  
 27 1 and 661-1 for the differential in PEH served as a result of the two agreements in  
 2023: 7,677.)

28 <sup>10</sup> LAHSA, 2023 Greater Los Angeles Homeless Count, City of Los Angeles,  
<https://www.lahsa.org/documents?id=7680-city-of-la-hc23-data-summary>.

1 efforts to ensure accountability for the remaining four years of the  
2 Agreement.

- 3 ii. The special masters of both the City and County agreements shall provide  
4 quarterly written reports to the parties and the Court to allow effective  
5 monitoring success and failure on this crucial issue.
- 6 iii. The City Attorney and the Mayor’s Office shall report monthly to the City  
7 Council or a subcommittee or task force designated by the City Council  
8 concerning compliance with the Settlement Agreement.
- 9 iv. The City Attorney shall assign a Deputy City Attorney with no  
10 supervisory duties to monitor and ensure the City’s compliance with the  
11 Settlement Agreement.
- 12 v. The City shall present plans within 30 days to reduce encampments in two  
13 high-acuity areas: (i) Avenues 59 and 45 in Highland Park and (ii) Skid  
14 Row. The City’s plans will include aggressive milestones and deadlines  
15 to resolve encampments in those areas.

16 **A. The Requested Sanctions are Warranted**

17 Where a district court dismisses a case under Rule 41 of the Federal Rules of  
18 Civil Procedure and incorporates the terms of the settlement into dismissal (as it did in  
19 this case), the court maintains “ancillary jurisdiction to enforce the settlement  
20 agreement, the terms of which were incorporated into the district court’s dismissal  
21 order.” *Kelly v. Wengler*, 822 F.3d 1085, 1095 (9th Cir. 2016); *see also Kokkonen v.*  
22 *Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381–82 (1994) (“[T]he court is  
23 authorized to embody the settlement contract in its dismissal order or, what has the  
24 same effect, retain jurisdiction over the settlement contract[] if the parties agree.”).  
25 District Courts have inherent power to enforce settlement agreements, including orders  
26 for specific performance and monetary and non-monetary sanctions. *In re Suchy*, 786  
27 F.2d 900, 902-03 (9th Cir. 1985) (“It is well settled that a court has inherent power to  
28 enforce summarily a settlement agreement involving an action pending before it.”);



1 *Stone v. City & County of San Francisco*, 968 F.2d 850, 864–65 (9th Cir. 1992)  
2 (monetary sanctions was appropriate where a city failed to take reasonable steps to  
3 comply with a consent decree); *TNT Mktg., Inc. v. Agresti*, 796 F.2d 276, 278 (9th Cir.  
4 1986) (“The district court’s enforcement power include[s] authority to award damages  
5 for failure to comply with the settlement agreement.”)

6 The City’s 14-month campaign of non-compliance and obstruction *which*  
7 *continues to this day* requires consequences in the form of sanctions and orders for  
8 specific performance designed to coerce compliance with the court order embodying  
9 the settlement agreement under *Kokkonen* and Rule 41. *Ahearn ex rel. N.L.R.B. v. Int’l*  
10 *Longshore & Warehouse Union, Locals 21 & 4*, 721 F.3d 1122, 1130 (9th Cir. 2013)  
11 (explaining that “a sanction generally is civil if it coerces compliances with a court  
12 order”) (citing *Int’l Union, United Mine Workers of Am. v. Bagwell*, 512 U.S. 821, 828  
13 (1994)). Here, the City frustrated the Plaintiff’s efforts to ensure compliance with the  
14 Settlement Agreement for more than a year—since November 2022. This serious  
15 conduct warrants serious consequences to ensure future compliance with the  
16 agreement as a court order. Accordingly, the Plaintiffs ask the Court to order the City  
17 to pay to the LA Alliance monetary sanctions in the amount of \$100,000 per week for  
18 every week from November 11, 2022<sup>11</sup> through January 31, 2024, when the City  
19 finally came into compliance with Section 5.2 (currently, a total of \$6,400,000).

20 The City will resist and complain about the cost of the sanctions. This is  
21 precisely why such sanctions are necessary—they introduce adverse consequences for  
22 noncompliance in a manner that ensures future compliance with the Settlement  
23 Agreement. The City will seek to reduce the amount of the sanctions—but the amount  
24 represents a mere 0.6 percent of the Mayor’s \$1.3 billion in proposed spending on the  
25

26  
27 <sup>11</sup> The date the City first sent its proposed Milestones and Deadlines for Housing  
28 and Shelter, but failed to comply with its obligations under Section 5.2 providing  
plans, milestones, and deadlines for encampment reduction.

1 homelessness crisis<sup>12</sup> and only 0.2 percent of the \$3 billion committed by the City  
2 under this Agreement. Moreover, the funds will support the Alliance’s efforts to  
3 enhance accountability under the Settlement Agreement and ensure that the Mayor’s  
4 homelessness efforts are successful.

5 Monetary sanctions are the only meaningful, proportional consequence available  
6 to address the City’s past noncompliance with the Settlement Agreement and ensure  
7 future compliance. If monetary sanctions are not ordered, the City will have escaped  
8 and obstructed accountability for one year without any consequence. This would send  
9 the message that compliance with the Settlement Agreement is optional, and will  
10 undermine the Plaintiffs’ and the Court’s efforts to ensure compliance with both the  
11 City and County settlement agreements.

12 Monetary sanctions are necessary but not sufficient. Skid Row remains the  
13 epicenter of tragic homelessness in the entire country, and while the City and County  
14 have announced a “Skid Row Action Plan,” it contains very few concrete plans and  
15 little relief to both unhoused and housed members of the community on the horizon.<sup>13</sup>  
16 And it is undisputed that despite Skid Row’s centrality to the homelessness crisis, the  
17 City has made no serious effort to reduce homelessness in Skid Row over the past  
18 year. Thus, it is imperative that the City develop and execute on a plan to reduce  
19 homelessness in Skid Row.

20 While the City must take on large challenges like Skid Row, it must also address  
21 smaller, specific encampments that affect residential neighborhoods throughout the  
22 City. Avenues 59 and 45 in Highland Park (Council District 1) are home to historic  
23 working class, largely Latino communities, and host some of the most dangerous  
24

25 \_\_\_\_\_  
26 <sup>12</sup> Lauren Coronado, *Mayor Karen Bass Unveils Nearly \$13 Billion Spending*  
27 *Plan for LA*, NBC Los Angeles.com (Apr. 18, 2023, 5:55 PM),  
<https://www.nbclosangeles.com/news/local/mayor-karen-bass-la-city-budget-homelessness-lapd-spending/3136781/>.

28 <sup>13</sup> Homeless Initiative, *More Housing and Services in Skid Row*, County of Los Angeles (June 16, 2023), <https://homeless.lacounty.gov/news/skid-row-action-plan-erf/>.

1 encampments in the city with regular fires (an average of 3 *fires per week* at Avenue  
2 45), constant drug activity, and major property and violent crime. While these  
3 encampments are not particularly large (an average of eight to fifteen tents and  
4 makeshift shelters per encampment), they represent the inability and/or unwillingness  
5 of the City to direct the same level of encampment reduction energy to this working  
6 class neighborhood that it has devoted to the wealthier West Side.

7       The City’s failure over the past year to meaningfully engage with the City  
8 Council concerning compliance with the Settlement Agreement appears to have  
9 contributed to the City’s violation of the terms of the Settlement Agreement. A  
10 reporting requirement mandating monthly updates to the Council will ensure that the  
11 City is focused on compliance with the Agreement at both the City-wide and district  
12 levels. Moreover, a reporting requirement will allow the Council and its members to  
13 have a meaningful role in ensuring the City’s success under the Agreement.

14       The City has been ably represented by the City Attorney’s Office in this matter,  
15 but the sole attorney assigned to this case is also in charge of supervising the entire  
16 Civil Division of the City Attorney’s Office. The City’s compliance with this  
17 agreement would be enhanced by the assignment of a Deputy City Attorney who does  
18 not have competing supervisory responsibilities to oversee the City’s compliance with  
19 this case.

20       Finally, the Court has assigned two Special Masters to supervise the City and  
21 County’s related settlement agreements in this case. Quarterly reports by the special  
22 masters will further enhance accountability under those agreements and provide the  
23 parties an opportunity to identify and address issues before they become disputes.

## 24 **V. CONCLUSION**

25       The citizens of Los Angeles lost a year of accountability to the City’s  
26 noncompliance and obstructive conduct. A stern warning will not suffice—only  
27 serious sanctions will ensure the enforceability and success of the Settlement  
28 Agreement.



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11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

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

15 Plaintiffs,

16 v.

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

18 Defendants.

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

Assigned to Judge David O. Carter

**DECLARATION OF ELIZABETH  
A. MITCHELL IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ORDER RE SETTLEMENT  
AGREEMENT COMPLIANCE AND  
SANCTIONS**

Before: Hon. David O. Carter  
Courtroom: 10A  
Hearing Date: March 4, 2024  
Hearing Time: 8:30 p.m.

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

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

8 2. The Plaintiffs and the City consummated the settlement agreement on  
9 May 19, 2022. After several months of initial delay by Los Angeles Homeless  
10 Services Authority (LAHSA), the City finally calculated the “Required Number”—that  
11 is, the total number of beds it must provide under the Agreement based on the point-in-  
12 time count—on October 6, 2022, and provided it to Plaintiffs. Attached hereto as  
13 **Exhibit A** is a true and accurate copy of the Required Number calculation provided by  
14 the City of Los Angeles.

15 3. After another month of delay, on November 11, 2022, the City emailed  
16 me its proposed plans, milestones, and deadlines for beds—“creation of shelter and  
17 housing solutions” under Sections 5.2(i) and 5.2(iii). Settlement Agreement, p. 8. But  
18 the City made no effort to provide plans, milestones, and deadlines for encampments—  
19 “engagement, cleaning, and reduction” of encampments in each Council District or  
20 Citywide pursuant to 5.2(ii) and 5.2(iv). Attached hereto as **Exhibit B** is a true and  
21 correct copy of the documents that were emailed to me which purported to comply  
22 with Section 5.2: the Potential Project List (page 1) and the Roadmap-Alliance  
23 Milestones (page 2).

24 3. Believing—incorrectly—that the City was acting in good faith under a  
25 new mayor who had made bold and sweeping campaign promises concerning  
26 homelessness, my clients decided to wait to bring this issue to the Court’s attention  
27 until after a January 17, 2023, hearing on the County settlement, at which the new  
28

1 mayor would appear and discuss her new plans. I emailed the City letting them know  
2 that I would delay comment until after the January 17, 2023 hearing.

3 4. The City did not update its encampment milestones and deadlines after  
4 the January 17 hearing. On January 30, 2023, I emailed Scott Marcus from the City  
5 Attorney's Office to meet and confer about the city's failure to provide deadlines in  
6 violation of Section 5.2(ii) and (iv), and Plaintiff's concerns about the adequacy of the  
7 City's housing and shelter plans under Section 5.2 (i) and (iii). Attached hereto as  
8 **Exhibit C** is a true and correct copy of the letter I drafted to City on January 8, 2024  
9 identifying the various relevant dates during the entire 14 months of the City's willful  
10 noncompliance.<sup>1</sup>

11 5. After several delays caused by City (and city attorney) schedules, I finally  
12 met with the City (represented by Scott Marcus, David Michaelson, and Mercedes  
13 Marquez) along with Alliance representatives Daniel Conway and Paul Webster, on  
14 March 8 and again March 15, 2023 to discuss the City's non-compliance with the  
15 Agreement. On March 15, 2023, the City—through then-Chief Housing and  
16 Homelessness Officer Mercedes Marquez—claimed that the City had significant plans  
17 intended to come into compliance with Section 5.2(ii) and (iv). Specifically, Marquez  
18 assured us that the City had already put out an RFQ (Request For Quote or Request for  
19 Qualification) for service/outreach providers, would be “fully staffed” with an assigned  
20 service/outreach provider for each district by July 1, 2023, and would “have each  
21 district fully assessed” (which was described as identifying the numbers of unsheltered  
22 PEH, plus a description of the needs of various groups, including an estimate of the  
23 number of individuals with serious mental illness and substance use disorder, in each  
24 district) by September 30, 2023. Ms. Marquez promised that once that effort was  
25

26 \_\_\_\_\_  
27 <sup>1</sup> While this letter summarizes the process, each date is associated with  
28 voluminous e-mails relevant to this analysis. However, the City asked me to keep the  
communications confidential, and only submit the more recent letters. Plaintiffs defer  
to the Court on whether the e-mails themselves are necessary to the court's resolution  
of this motion, and will produce said emails upon request.

1 complete, the City would then provide the Alliance its proposed encampment  
2 milestones and deadlines by October 1, 2023.

3 6. I summarized the meeting in an email thereafter, directed to Scott Marcus,  
4 Mercedes Marquez, and David Michaelson:

5 In our last meeting we talked about the RFQ that the City has put out  
6 for a list of qualified service/outreach providers, and that the City  
7 expects to be fully staffed with the District’s chosen providers by July 1  
8 . . . . We also discussed that the City could commit to having each  
9 district fully assessed and get us a list of proposed milestones and  
10 deadlines within 3 months thereafter (October 1).

11 7. Relying upon the promises of the new mayor’s representative, and  
12 extending a good faith opportunity to a new administration, my clients agreed to the  
13 extension. Mr. Marcus, on behalf of the City, confirmed the request for extension and  
14 the City’s need to provide encampment deadlines by October 1, 2023.

15 8. The City blew that deadline as well. Two days after October 1, the City  
16 emailed me its “Encampment Engagement, Cleaning, and Resolution” proposal ... that  
17 contained no proposed deadlines or milestones at all. Attached hereto as **Exhibit D** is a  
18 true and correct copy of the “Encampment Engagement, Cleaning, and Resolution”  
19 proposal sent to me on October 3, 2023.

20 9. With the City in clear violation of the agreement and subsequent promises  
21 made, Daniel Conway, Paul Webster, and I met with the City (Scott Marcus, David  
22 Michaelson, and Mercedes Marquez) about the City’s violation of the agreement  
23 during which Ms. Marquez confessed that the City never hired preferred  
24 service/outreach providers for encampment reduction in each district, had not had each  
25 district assessed, and had instead done nothing towards these commitments. This was  
26 the third instance of the City refusing to comply with Section 5.2 (ii) and (iv).

27 10. Unable to bring the City into compliance, the Alliance brought the City’s  
28 violation of Section 5.2 to the attention of Michele Martinez, appointed monitor to



1 oversee the City/Alliance settlement agreement. Attached hereto as **Exhibit E** is a true  
2 and correct copy of an email I sent to Ms. Martinez dated October 19, 2023 regarding  
3 the City’s noncompliance.

4 11. After a Zoom meeting with the parties, Ms. Martinez asked the parties to  
5 again meet and try to come up with a plan that would satisfy both parties. The parties  
6 then met to discuss the issue on November 8, 2023; at that meeting the City proposed  
7 its first 5.2 commitment: a single encampment resolution per month for the entire city.  
8 The City claimed no more could be done because there was insufficient bed capacity.  
9 The Alliance informed the City that a lack of bed capacity necessarily meant that the  
10 bed-creation plans the City had provided under Section 5.2 (i) and (iii) were  
11 insufficient if the City couldn’t increase its milestones sufficiently to address the  
12 severe crisis on the street.

13 12. On November 29, 2023, the City submitted an updated Encampment  
14 Engagement, Cleaning, and Reduction plan to the court and counsel—and still, it did  
15 not comply with Section 5.2. The City proposed to resolve “at least two tent and  
16 makeshift shelter encampments and at least three RV encampments involving at least  
17 100 individuals” per month for the first six months of 2024, and thereafter “aim[]” to  
18 increase to “three tent and makeshift shelter encampments and four RV encampments  
19 involving at least 150 individuals” per month for the second half of 2024. Attached  
20 hereto as **Exhibit F** is a true and correct copy of the updated Encampment Engagement  
21 and Resolution plan submitted by the City on November 29, 2023.

22 13. There were two major problems with this proposal. *First*, the City’s  
23 proposal was still facially non-compliant with Section 5.2 because it ignored the  
24 requirement that the City propose milestones and deadlines for “encampment ...  
25 reduction in each district.” (Settlement Agreement, p. 8 (emphasis added.) This was  
26 the fourth instance of the City refusing to comply with Section 5.2 (ii). *Second*, the  
27 City’s proposed “plan” was plainly insufficient—at a rate of 1,800 individuals,  
28

1 citywide, per year, the City would not meaningfully reduce the numbers of the 32,680  
2 unsheltered persons experiencing homelessness in Los Angeles.

3 14. Still unable to move the City into compliance or obtain a City  
4 commitment that matched the scale of the crisis, the Alliance again requested that the  
5 Court resolve the matter. The court set a hearing date for resolution of this dispute for  
6 December 14, 2023. As the hearing approached, the City made a series of proposals  
7 that culminated in a commitment of 9,782 resolutions,<sup>2</sup> encompassing tents, makeshift  
8 shelters, RVs, vans, and cars over a five year period (including the entire agreement).  
9 The City then committed to submitting the new numbers in writing to the court and  
10 Plaintiffs by the end of the month. The City did not, however, comply with Section  
11 5.2(ii)'s requirement of establishing district-by-district encampment milestones.

12 15. On December 29, 2023, the City unilaterally increased its proposed  
13 encampment reduction commitment to “a minimum of 12,000 tents, makeshift shelters,  
14 cars, vans, and RVs over the term of the settlement agreement . . .”—an increase from  
15 the previously agreed-to 9,782 resolutions. Attached hereto as **Exhibit G** is a true and  
16 correct copy of the Revised Encampment Reduction Milestones submitted on  
17 December 29, 2023. The City imposed no conditions on this 12,000-encampment  
18 reduction number—it did not condition the 12,000 on anything from the Plaintiffs and  
19 did not suggest that the 12,000 was contingent upon the Plaintiffs giving up the  
20 district-by-district demands of Section 5.2(ii). But still, the City did not provide  
21 district-by-district encampment reduction numbers as required by Section 5.2(ii)—this  
22 was the fifth instance of the City's failure to comply.

23 17. On January 4, 2024, the Alliance, represented by Paul Webster, Matthew  
24 Umhofer, and Elizabeth Mitchell, met with the City, represented by Mayor Karen  
25 Bass, Chief Housing and Homelessness Officer Lourdes Castro Ramirez, Chief  
26

27 <sup>2</sup> Because the word “encampment” was difficult to define, the City and Alliance  
28 used LAHSA metrics for tents, makeshift shelters, cars, vans, and RVs. LAHSA  
CVRTM conversion factors (Aug. 15, 2022),  
<https://www.lahsa.org/documents?id=6533-cvrtm-summary-by-geography>.

1 Administrative Officer Matthew Szabo, Counsel to the Mayor David Michaelson, and  
2 Chief Assistant City Attorney Scott Marcus. At this meeting, the parties discussed  
3 mutual goals, and the mayor and staff explained their focus on citywide efforts. No  
4 council member was present. During that meeting, the City withdrew its unconditional  
5 commitment to 12,000 encampment reductions and attempted to revise the history of  
6 the negotiations by suggesting the 12,000 number was conditioned on an Alliance  
7 agreement to abandon the district-by-district requirements of Section 5.2(ii). The City  
8 then declared that if the Alliance insisted on district-by-district numbers as required by  
9 Section 5.2(ii), the City would only commit to 5,300 encampment resolutions.<sup>3</sup> The  
10 Alliance explained—as it had for the entire prior year—that the district-specific  
11 numbers were required under the settlement agreement and were necessary for  
12 accountability. No agreement was reached at this meeting.

13 18. Two days later, on January 6, 2024, the City (David Michaelson) emailed  
14 counsel for the Alliance stating, for the first time “The City . . . will update the  
15 encampment reduction goal to 9,800 . . . and provide district by district milestones.”  
16 The City then provided, for the first time—and 14 months after it was required to—  
17 proposed milestones and deadlines for each district throughout the City. Attached  
18 hereto as **Exhibit H** is a true and correct copy of the district-by-district milestone  
19 schedule submitted by Mr. Michaelson on January 6, 2024.

20 19. The Alliance began assessing these new district-by-district numbers, and  
21 learned that they were not the product of any consultation with the City Council  
22 members who represent those districts. These were not real district-by-district  
23 numbers that reflected the needs and agreement of each district representative in the  
24 City. This was the sixth violation of Section 5.2(ii).

25  
26  
27 <sup>3</sup> The 5300 number came from an original proposal from the Alliance prior to  
28 the December 14 hearing, which was the result of a mistaken view of the relevant  
encampment numbers. Recognizing the mistake, the Alliance immediately withdrew  
that number and informed the City of withdrawal, which culminated in the agreement  
to 9,782.

1 In response to the City’s continued failure to provide vetted and agreed-to  
2 district-by-district encampment reduction numbers,<sup>4</sup> the Alliance sent a written  
3 demand seeking: (i) a return to the 12,000 resolution commitment or 9,800 within a 4-  
4 year period (ending in June, 2026) rather than 5, (ii) quarterly reporting, (iii) specific  
5 plans for egregiously ignored areas of Skid Row and Avenue 45, and (iv) monetary  
6 sanctions as a consequence for the City’s willful noncompliance with the Settlement  
7 Agreement and to deter future similar violations. (Exhibit C.) The City responded by  
8 offering 9,800 resolutions within 4 years (by June, 2026), and quarterly reporting, but  
9 refusing to provide specific plans for designated encampments and refusing to pay any  
10 sanctions amount. Attached hereto as **Exhibit I** is a true and correct copy of the letter  
11 sent by Scott Marcus agreement to 9,800 resolutions within 4 years.

12 20. I am informed that on January 31, 2024, the City Council considered and  
13 approved the 9,800 resolutions by June, 2026. On February 1, 2024 I was finally  
14 provided the district-specific milestones and deadlines, attached hereto as **Exhibit J**.

15 21. I am aware of the City’s claim that it moved 21,000 + unsheltered  
16 individuals into temporary shelter in 2023. These are not real numbers but instead  
17 constitute “touches” meaning every time a person is moved into interim shelter from  
18 the street, from one shelter to another shelter, or leaves a shelter and returns to the  
19 same or different shelter, those are all counted as LAHSA statistics. Therefore when  
20 LAHSA reported to the City that 21,000+ people had been moved into interim shelter,  
21

---

22 <sup>4</sup> Specifically:

- 23 (i) refusing to provide any numbers at all,
- 24 (ii) promising a significant evaluation effort with meaningful numbers with apparently no intention to ever fulfill that promise and no communication during that period about any changed plans,
- 25 (iii) *still* refusing to provide any numbers or commitment at all,
- 26 (iv) providing only minimal efforts and apparently misleading the news media about successes,
- 27 (v) committing to numbers the morning of the hearing and again in writing to the court, then withdrawing and changing the terms of the commitment and thereby negotiating with human lives, and
- 28 (vi) re-committing to 9,800 (slightly up from 9,782 that had been agreed-to on December 14, 2023 but still lower than the number previously committed to on December 29, 2023.)

1 that is not an accurate statement because many, many people are being double- or  
2 triple-counted. At the January 4, 2024 meeting with the City, Lourdes Castro Ramirez  
3 acknowledged this same problem and agreed that the City needed better data to avoid  
4 double- and triple-counting in the future.

5

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

9

10 Executed on February 7, 2024 at Los Angeles, California.

11

12

/s/ Elizabeth A. Mitchell  
Elizabeth A. Mitchell

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# Exhibit A

DRAFT

**City Shelter Appropriate Tracker - 2022 Point in Time Count**

As of 10/4/2022

Council District	2022 Homeless Point in Time Count Data			Percent SMI	# of Unsheltered PEH Minus SMI	60% of Unsheltered PEH Minus SMI
	# of Unsheltered PEH	# of Seriously Mentally Ill (SMI)				
1	2,570	731		28.44%	1,839	1,103
2	1,128	404		35.82%	724	434
3	970	169		17.42%	801	481
4	887	221		24.92%	666	400
5	787	264		33.55%	523	314
6	1,590	373		23.46%	1,217	730
7	1,484	183		12.33%	1,301	781
8	1,334	377		28.26%	957	574
9	2,943	437		14.85%	2,506	1,504
10	1,348	361		26.78%	987	592
11	1,704	481		28.23%	1,223	734
12	964	260		26.97%	704	422
13	2,310	600		25.97%	1,710	1,026
14	6,523	1,726		26.46%	4,797	2,878
15	1,916	364		19.00%	1,552	931
<b>Total</b>	<b>28,458</b>	<b>6,951</b>		<b>24.43%</b>	<b>21,507</b>	<b>12,904</b>

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# Exhibit B



Alliance - Potential Project List

As of 11/9/2022

CD	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
6	PSH	Homekey 1	Panorama Inn 8209 Sepulveda Blvd.	09/30/2025	-	90	90
15	PSH	Homekey 1	Travelodge 18600 Normandie Ave.	06/30/2024	-	40	40
6	IH	Homekey 1	Woodman 9120 Woodman Ave.	10/01/2023	-	148	148
7	PSH	Homekey 2	10150 Hillhaven	12/20/2022	-	34	33
14	PSH	Homekey 2	1044 Soto	03/12/2023	-	85	84
6	PSH	Homekey 2	14949 Roscoe	01/15/2023	-	29	28
8	PSH	Homekey 2	1654 W Florence	05/01/2023	-	128	126
15	PSH	Homekey 2	18602 Vermont	06/01/2023	-	136	134
12	PSH	Homekey 2	19325 Londelius	06/01/2023	-	117	115
3	PSH	Homekey 2	20205 Ventura	06/01/2023	-	146	144
3	PSH	Homekey 2	21121 Vanowen	05/01/2023	-	101	99
13	PSH	Homekey 2	2812 Temple/916 Alvarado	06/01/2023	-	69	67
15	PSH	Homekey 2	5050 Pico	11/30/2022	-	79	78
8	PSH	Homekey 2	6521 Brynhurst	11/14/2022	-	41	40
11	PSH	Homekey 2	6531 S Sepulveda	06/01/2023	-	133	131
1	PSH	Homekey 2	740 Alvarado	11/15/2022	-	80	79
6	PSH	Homekey 2	7639 Van Nuys	04/01/2023	-	35	34
4	PSH	Homekey 2	BLVD Hotel 2010 N. Highland	07/01/2023	-	62	61
TBD	PSH	Homekey 3 Sites	TBD	06/01/2024	-	300	300
4	IH	Interim Housing	Highland Gardens	11/08/2022	-	143	143
14	IH	Interim Housing (Pallet)	850 Mission St. & Jesse	02/01/2023	-	74 (114)	74
6	IH	Interim Housing (Pallet)	9710 San Fernando Rd.	12/01/2022	-	83 (161)	83
1	IH	Interim Housing (Pallet)	Northeast New Beginnings Community (Cypress Park) 499 San Fernando	03/15/2023	-	65 (130)	65
1	PSH	Non-Prop HHH	619 Westlake (fka Westlake 619) 619 S WESTLAKE AVE Los Angeles, CA 90057	05/15/2023	-	78	39
13	PSH	Non-Prop HHH	Alvarado Kent Apartments 707 N ALVARADO ST CA 90026	09/01/2024	-	80	40
6	PSH	Non-Prop HHH	Corazon del Valle 14545 W LANARK ST CA 91402	10/23/2023	-	90	49
14	PSH	Non-Prop HHH	Crocker (Umeva) Apartments 411 S TOWNE AVE CA 90013	10/01/2025	-	173	87

Alliance - Potential Project List

As of 11/9/2022

CD	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
14	PSH	Non-Prop HHH	First Street North- B (Go For Broke- S 9p) 128 N JUDGE JOHN AISO ST CA 90012	01/01/2025	-	65	16
14	PSH	Non-Prop HHH	First Street North-A (Go For Broke Apt N-4p) 200 N JUDGE JOHN AISO ST CA 90012	12/01/2024	-	176	44
15	PSH	Non-Prop HHH	Jordan Downs Area H2B (Bridge) 2254 E 97TH ST CA 90002	01/01/2026	-	119	30
9	PSH	Non-Prop HHH	La Prensa Libre - 4% 210 E WASHINGTON BLVD Los Angeles, CA 90015	03/20/2023	-	63	25
14	PSH	Non-Prop HHH	LAMP Lodge 660 S STANFORD AVE Los Angeles, CA 90021	11/16/2022	-	82	81
13	PSH	Non-Prop HHH	Locke Lofts 316 N JUANITA AVE CA 90004	01/01/2026	-	150	145
6	PSH	Non-Prop HHH	Luna Vista Apartments 8767 N PARTHENIA PL 1-73 CA 91343	03/31/2024	-	73	36
1	PSH	Non-Prop HHH	Miramar Gold 1434 W MIRAMAR ST CA 90026	10/01/2024	-	94	47
13	PSH	Non-Prop HHH	Orange and DeLongre Apartments 6914 W DE LONGPRE AVE HOLLYWOOD, CA 90028	12/01/2023	-	98	96
3	PSH	Non-Prop HHH	Palm Vista Apartments 20116 W SHERMAN WAY Winnetka, CA 91306	07/01/2023	-	91	44
9	PSH	Non-Prop HHH	Parkview Affordable Housing 4020 S COMPTON AVE CA 90011	02/01/2024	-	127	31
10	PSH	Non-Prop HHH	PATH Villas Montclair/Gramercy/Recap-Site 2 of 2) 3317 W WASHINGTON BLVD Los Angeles, CA 90018	10/22/2022	-	17	16
11	PSH	Non-Prop HHH	Red Tail Crossing (FKA Kite Crossing) 8333 S AIRPORT BLVD CA 90045	11/01/2024	-	40	102
10	PSH	Non-Prop HHH	The Arlington 3322 W WASHINGTON BLVD CA 90018	03/06/2024	-	20	20
1	PSH	Non-Prop HHH	Third Thyme 1435 W 3RD ST CA 90017	03/01/2025	-	104	52
11	PSH	Non-Prop HHH	Venice Dell (fka Reese Davidson Comm-Ph I-West) 2102 S PACIFIC AVE CA 90291	10/31/2024	-	63	31
8	PSH	Non-Prop HHH	Vermont Manchester Family Transit Priority Project 8500 S VERMONT AVE CA 90044	05/01/2025	-	118	45
6	PSH	Non-Prop HHH	Vista Terrace 8134 N VAN NUYS BLVD CA 91402	01/01/2026	-	102	24

Alliance - Potential Project List

As of 11/9/2022

CD	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
1	PSH	Non-Prop HHH	West Third Apartments 1900 W 3RD ST Los Angeles, CA 90057	12/01/2022	-	137	136
5	PSH	Prop HHH	11010 Santa Monica 11010 W SANTA MONICA BLVD Los Angeles, CA 90025	11/30/2022	-	51	50
2	PSH	Prop HHH	11604 Vanowen (fka The Mahalia) 11604 VANOWEN ST LOS ANGELES, CA 91605	10/25/2022	-	49	48
3	PSH	Prop HHH	18722 Sherman Way, L.P. 18722 W SHERMAN WAY CA 91335	08/31/2025	-	64	63
12	PSH	Prop HHH	21300 Devonshire 21300 W DEVONSHIRE ST CA 91311	08/31/2025	-	100	99
9	PSH	Prop HHH	4507 Main St. 4505 S MAIN ST Los Angeles, CA 90037	04/29/2024	-	61	31
14	PSH	Prop HHH	6th and San Julian 401 E 6TH ST Los Angeles, CA 90014	02/28/2023	-	94	93
14	PSH	Prop HHH	803 E. 5th St 803 E 5TH ST Los Angeles, CA 90013	10/30/2023	-	95	94
10	PSH	Prop HHH	Adams Terrace 4314 W ADAMS BLVD Los Angeles, CA 90018	11/03/2022	-	48	21
10	PSH	Prop HHH	Amani Apartments (fka Pico) 4200 W PICO BLVD Los Angeles, CA 90019	11/29/2022	-	54	53
13	PSH	Prop HHH	Ambrose (fka 1615 Montana St.) 1611 W MONTANA ST Los Angeles, CA 90026	01/15/2023	-	64	63
8	PSH	Prop HHH	Ambrosia Apartments 800 W 85TH ST Los Angeles, CA 90044	12/31/2024	-	90	80
8	PSH	Prop HHH	Asante Apartments 11001 S BROADWAY Los Angeles, CA 90061	06/30/2023	-	55	54
15	PSH	Prop HHH	Avalon 1355 1355 N AVALON BLVD CA 90744	02/09/2024	-	54	53
15	PSH	Prop HHH	Beacon Landing (fka Beacon PSH) 319 N BEACON ST SAN PEDRO, CA 90731	06/30/2023	-	89	88
10	PSH	Prop HHH	Berendo Sage 1035 S BERENDO ST LOS ANGELES, CA 90006	11/08/2022	-	42	21
9	PSH	Prop HHH	Broadway Apartments 301 W 49TH ST 1-30 LOS ANGELES, CA 90037	12/01/2022	-	35	34
1	PSH	Prop HHH	Bryson II 2721 WILSHIRE BLVD LOS ANGELES, CA 90057	04/03/2023	-	64	33

Alliance - Potential Project List

As of 11/9/2022

CD	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
11	PSH	Prop HHH	Building 205 11301 WILSHIRE BLVD Los Angeles, CA 90073	12/01/2022	-	68	67
11	PSH	Prop HHH	Building 208 11301 WILSHIRE BLVD #208 LOS ANGELES, CA 90073	01/07/2023	-	54	53
9	PSH	Prop HHH	Central Apartments 2106 S CENTRAL AVE Los Angeles, CA 90011	07/26/2024	-	57	56
14	PSH	Prop HHH	Chavez Gardens (fka Chavez and Fickett) 338 N MATHEWS ST Los Angeles, CA 90033	12/31/2025	-	60	30
14	PSH	Prop HHH	Colorado East 2451 W COLORADO BLVD Los Angeles, CA 90041	12/31/2022	-	41	20
2	PSH	Prop HHH	Confianza 14142 W VANOWEN ST VAN NUYS, CA 91405	10/31/2024	-	64	63
8	PSH	Prop HHH	Depot at Hyde Park 6527 S CRENSHAW BLVD Los Angeles, CA 90043	12/31/2022	-	43	33
1	PSH	Prop HHH	Firmin Court 418 N FIRMIN ST Los Angeles, CA 90026	11/30/2022	-	64	45
1	PSH	Prop HHH	Grandview Apartments 714 S GRAND VIEW ST Los Angeles, CA 90057	05/19/2025	-	100	54
14	PSH	Prop HHH	Hope on 6th 576 W 6TH ST SAN PEDRO, CA 90731	12/31/2025	-	49	31
9	PSH	Prop HHH	Hope on Broadway 5138 S BROADWAY Los Angeles, CA 90037	10/25/2022	-	49	48
8	PSH	Prop HHH	Hope on Hyde Park - MP/TOC/PSH 6501 S CRENSHAW BLVD Los Angeles, CA 90043	01/30/2023	-	98	97
1	PSH	Prop HHH	Ingraham Villa Apartments 1218 INGRAHAM ST LOS ANGELES, CA 90017	12/15/2022	-	121	90
8	PSH	Prop HHH	Isla de Los Angeles 283 W IMPERIAL HWY Los Angeles, CA 90061	12/14/2022	-	54	53
14	PSH	Prop HHH	La Guadalupe (fka First and Boyle) 100 S BOYLE AVE Los Angeles, CA 90033	08/30/2024	-	44	43
14	PSH	Prop HHH	La Veranda 2420 E CESAR E CHAVEZ AVE Los Angeles, CA 90033	08/01/2023	-	77	38
15	PSH	Prop HHH	Lagoon (fka PSH 3) 728 N LAGOON AVE Wilmington, CA 90744	10/15/2025	-	35	34
14	PSH	Prop HHH	Lorena Plaza 3401 E 1ST ST Los Angeles, CA 90063	12/15/2023	-	49	32

Alliance - Potential Project List

As of 11/9/2022

CD	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
14	PSH	Prop HHH	Los Lirios Apartments 119 S SOTO ST Los Angeles, CA 90033	09/01/2023	-	64	20
12	PSH	Prop HHH	Lumina (fka Topanga Apartments) 10243 N TOPANGA CANYON BLVD Chatsworth, CA 91311	12/31/2023	-	55	54
9	PSH	Prop HHH	Main Street Apartments 5501 S MAIN ST Los Angeles, CA 90037	09/01/2023	-	57	56
9	PSH	Prop HHH	Marcella Gardens (68th & Main St.) 6722 S MAIN ST Los Angeles, CA 90003	12/31/2022	-	60	59
10	PSH	Prop HHH	Mariposa Lily 1055 S MARIPOSA AVE Los Angeles, CA 90006	03/03/2023	-	41	20
10	PSH	Prop HHH	McDaniel House (fka South Harvard) 1049 1/2 S HARVARD BLVD Los Angeles, CA 90006	09/01/2023	-	47	46
13	PSH	Prop HHH	Montecito II Senior Housing 6668 W FRANKLIN AVE HOLLYWOOD, CA 90028	11/30/2024	-	64	32
13	PSH	Prop HHH	Montesquieu Manor 316 N JUANITA AVE CA 90004	09/01/2023	-	53	20
6	PSH	Prop HHH	My Angel (fka The Angel) 8547 N SEPULVEDA BLVD North Hills, CA 91343	03/07/2024	-	54	53
10	PSH	Prop HHH	New Hampshire PSH 701 S NEW HAMPSHIRE AVE Los Angeles, CA 90005	08/25/2025	-	95	93
2	PSH	Prop HHH	NoHo 5050 5050 N BAKMAN AVE North Hollywood, CA 91601	02/01/2024	-	40	32
8	PSH	Prop HHH	Normandie 84 8401 S NORMANDIE AVE Los Angeles, CA 90044	12/31/2025	-	42	34
1	PSH	Prop HHH	Oak Apartments (fka 2745-2759 Francis Ave) 2745 W FRANCIS AVE Los Angeles, CA 90005	04/15/2024	-	64	63
6	PSH	Prop HHH	Oatsie's Place (fka Sherman Way) 16015 W SHERMAN WAY VAN NUYS, CA 91406	04/01/2023	-	46	45
13	PSH	Prop HHH	PATH Villas Hollywood 5627 W FERNWOOD AVE HOLLYWOOD, CA 90028	11/10/2022	-	60	59
5	PSH	Prop HHH	Pointe on La Brea 849 N LA BREA AVE CA 90038	07/07/2023	-	50	49
3	PSH	Prop HHH	Reseda Theater Senior Housing (Canby Woods West) 7221 N CANBY AVE Reseda, CA 91335	11/30/2022	-	26	13
8	PSH	Prop HHH	RETHINK Housing 62nd (fka 1408 W. 62nd Street) 1408 W 62ND ST Los Angeles, CA 90047	08/31/2025	-	27	26

Alliance - Potential Project List

As of 11/9/2022

CD	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
9	PSH	Prop HHH	RETHINK Housing Figueroa 5900 S FIGUEROA ST Los Angeles, CA 90003	08/31/2025	-	42	41
13	PSH	Prop HHH	RETHINK Housing Westlake 405 N WESTLAKE AVE Los Angeles, CA 90026	08/31/2025	-	19	18
13	PSH	Prop HHH	Rousseau Residences 316 N JUANITA AVE Los Angeles, CA 90004	03/07/2024	-	52	51
9	PSH	Prop HHH	Ruth Teague Homes (fka 67th & Main) 6706 S MAIN ST Los Angeles, CA 90003	03/01/2023	-	52	26
15	PSH	Prop HHH	SagePointe (fka Deepwater) 1435 N EUBANK AVE LOS ANGELES, CA 90744	01/04/2024	-	56	55
13	PSH	Prop HHH	Santa Monica & Vermont Apartments (Phases 1 & 2) 4718 W SANTA MONICA BLVD Los Angeles, CA 90029	02/07/2024	-	187	94
10	PSH	Prop HHH	Serenity (fka 923-937 Kenmore Ave) 923 S KENMORE AVE Los Angeles, CA 90006	02/15/2023	-	75	74
4	PSH	Prop HHH	Sherman Oaks Senior Housing 14536 W BURBANK BLVD VAN NUYS, CA 91411	05/17/2023	-	55	54
7	PSH	Prop HHH	Silva Crossing (fka Link at Sylmar) 12667 SAN FERNANDO ROAD Sylmar, CA 91342	10/11/2022	-	56	55
8	PSH	Prop HHH	SOLA at 87th 8707 S WESTERN AVE Los Angeles, CA 90047	12/31/2025	-	160	51
10	PSH	Prop HHH	Solaris Apartments (fka 1141-1145 Crenshaw Blvd) 1141 S CRENSHAW BLVD Los Angeles, CA 90019	07/07/2023	-	43	42
8	PSH	Prop HHH	Southside Seniors 1655 W MANCHESTER AVE Los Angeles, CA 90047	07/06/2024	-	50	36
2	PSH	Prop HHH	Studio 6 Motel (fka Sherman Way Apts Preservation) 13561 W SHERMAN WAY 1-58 Van Nuys, CA 91405	04/15/2026	-	56	55
7	PSH	Prop HHH	Summit View Apartments 11800 W KAGEL CANYON ST Sylmar, CA 91342	12/15/2022	-	49	48
2	PSH	Prop HHH	Sun Commons 6329 N CLYBOURN AVE North Hollywood, CA 91606	01/19/2023	-	103	51
6	PSH	Prop HHH	Sun King Apartments 9190 N TELFAIR AVE LOS ANGELES, CA 91352	05/18/2023	-	26	25
6	PSH	Prop HHH	Talisa (fka 9502 Van Nuys Blvd) 9502 N VAN NUYS BLVD Panorama City, CA 91402	01/01/2023	-	49	48
11	PSH	Prop HHH	Thatcher Yard Housing 3233 S THATCHER AVE Marina Del Rey, CA 90292	07/31/2024	-	98	39

Alliance - Potential Project List

As of 11/9/2022

CD	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
15	PSH	Prop HHH	The Banning (aka 841 N Banning) 841 N BANNING BLVD Wilmington, CA 90744	12/20/2023	-	64	58
14	PSH	Prop HHH	The Brine Residential 3016 N NORTH MAIN ST Los Angeles, CA 90031	11/15/2023	-	97	49
11	PSH	Prop HHH	The Iris (fka Barry Apartments) 2444 S BARRY AVE CA 90064	03/07/2024	-	61	34
11	PSH	Prop HHH	The Journey (FKA Lincoln Apartments) 2467 S LINCOLN BLVD Venice, CA 90291	03/07/2024	-	40	39
1	PSH	Prop HHH	The Lake House (fka Westlake Housing) 437 S WESTLAKE AVE Los Angeles, CA 90057	09/01/2023	-	63	62
6	PSH	Prop HHH	The Main 15302 W RAYEN ST North Hills, CA 91343	07/15/2026	-	64	33
6	PSH	Prop HHH	The Palm Tree Motel (fka Sepulveda Apts Pres.) 8428 N SEPULVEDA BLVD North Hills, CA 91343	07/15/2026	-	76	75
1	PSH	Prop HHH	The Quincy (fka 2652 Pico) 2652 W PICO BLVD Los Angeles, CA 90006	11/04/2023	-	54	53
6	PSH	Prop HHH	The Rigby 15314 W RAYEN ST North Hills, CA 91343	12/31/2025	-	64	33
13	PSH	Prop HHH	The Wilcox (fka 4906-4926 Santa Monica) 4912 W SANTA MONICA BLVD Los Angeles, CA 90029	11/04/2023	-	62	61
11	PSH	Prop HHH	VA Building 207 11301 WILSHIRE BLVD #207 Los Angeles, CA 90025	01/31/2023	-	60	59
10	PSH	Prop HHH	Vermont Corridor Apartments (fka 433 Vermont Apts) 433 S VERMONT AVE Los Angeles, CA 90020	12/15/2022	-	72	36
8	PSH	Prop HHH	Vermont Manchester Senior 8400 S VERMONT AVE Los Angeles, CA 90044	06/01/2024	-	62	45
13	PSH	Prop HHH	Voltaire Villas (Enlightenment Plaza Ph III) 316 N JUANITA AVE Los Angeles, CA 90004	07/06/2024	-	72	71
10	PSH	Prop HHH	Washington Arts Collective 4615 W WASHINGTON BLVD Los Angeles, CA 90016	11/10/2023	-	56	20
15	PSH	Prop HHH	Watts Works 9500 S COMPTON AVE Los Angeles, CA 90002	11/30/2022	-	25	24
14	PSH	Prop HHH	Weingart Tower 1B - HHH PSH 554 S SAN PEDRO ST Los Angeles, CA 90013	05/15/2024	-	104	83
14	PSH	Prop HHH	Weingart Tower A-134 (fka Weingart Tower HHH PSH1A) 555 S CROCKER ST CA 90013	12/31/2023	-	134	133

Alliance - Potential Project List

As of 11/9/2022

CD	Intervention Type	Project Type	Address / Location	Ready for Occupancy Date	STATUS	Total Units	PSH/Interim Units
14	PSH	Prop HHH	Weingart Tower A-144 Lower (fka Weingart Tower I11A) 555 S CROCKER ST CA 90013	12/31/2023	-	144	142
15	PSH	Prop HHH	West Anaheim PSH (fka PSH 5) 828 W ANAHEIM ST - Wilmington, CA 90744	10/25/2025	-	50	49
8	PSH	Prop HHH	West Terrace (fka Silver Star II) 6576 S WEST BLVD LOS ANGELES, CA 90043	12/15/2022	-	64	56
15	PSH	Prop HHH	Western Landing 25820 S WESTERN AVE CA 90710	11/04/2024	-	81	80
14	PSH	Prop HHH	Whittier HHH (fka Whittier PSH) 3554 E WHITTIER BLVD Los Angeles, CA 90023	10/01/2023	-	64	63
3	Other	Rapid Rehousing/Shared Housing	Scattered Sites - SHARE!	06/30/2023	-	30	30



ROADMAP Open and Occupiable (1)	ALLIANCE MILE TONES		FY 2022-23				FY 2023-24				FY 2024-25				FY 2025-26				FY 2026-27				Overall Total	Goal	Current Delta				
	Council District	As of: 11/9/2022	Q1	Q2	Q3	Q4	FY Total	Q1	Q2	Q3	Q4	FY Total	Q1	Q2	Q3	Q4	FY Total	Q1	Q2	Q3	Q4	FY Total							
1,461	All CD's		0	350	65	72	487	62	53	0	63	178	0	47	52	54	153	0	0	0	142	142	0	0	0	143	143	1,103	-285
106	1	-	0	0	65	0	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	65		
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	350	0	72	422	62	53	0	63	178	0	47	52	54	153	0	0	0	0	0	0	0	0	0	753		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
610	2	-	0	48	51	0	99	0	0	32	0	32	0	63	0	0	63	0	0	0	147	147	0	0	0	93	93	434	-185
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	48	51	0	99	0	0	32	0	32	0	63	0	0	63	0	0	0	55	55	0	0	0	0	249		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
274	3	-	0	13	0	273	286	44	0	0	0	44	0	0	0	0	0	63	0	0	44	107	0	0	0	44	44	481	-88
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	13	0	243	256	44	0	0	0	44	0	0	0	0	0	63	0	0	0	63	0	0	0	0	363		
		Other Interventions (2)	0	0	0	30	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30		
287	4	-	0	143	0	54	197	61	0	0	0	61	0	0	0	100	100	0	0	0	21	21	0	0	0	21	400	400	-142
		Interim Housing	0	143	0	0	143	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	143		
		Permanent Housing	0	0	0	54	54	61	0	0	0	61	0	0	0	0	0	0	0	0	0	0	0	0	0	0	115		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
81	5	-	0	50	0	0	50	49	0	0	0	49	0	0	0	0	0	0	0	0	107	107	0	0	0	108	108	314	-215
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	50	0	0	50	49	0	0	0	49	0	0	0	0	0	0	0	0	0	0	0	0	0	0	99		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
609	6	-	0	83	76	104	263	0	197	89	0	286	0	0	0	0	0	90	33	24	0	147	108	0	0	108	904	730	74
		Interim Housing	0	83	0	0	83	0	148	0	0	148	0	0	0	0	0	0	0	0	0	0	0	0	0	0	231		
		Permanent Housing	0	0	76	104	180	0	49	89	0	138	0	0	0	0	0	90	33	24	0	147	108	0	0	108	573		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
86	7	-	0	136	0	0	136	0	0	0	0	0	0	0	0	0	0	0	0	0	322	322	0	0	0	323	323	781	-645
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	136	0	0	136	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	136		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
82	8	-	0	182	97	180	459	0	0	0	45	45	36	80	0	45	161	26	85	0	0	111	0	0	0	0	776	574	202
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	182	97	180	459	0	0	0	45	45	36	80	0	45	161	26	85	0	0	111	0	0	0	0	776		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
420	9	-	0	141	51	0	192	56	0	31	31	118	56	0	0	100	156	41	0	0	498	539	0	0	0	499	499	1,504	-1,097
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	141	51	0	192	56	0	31	31	118	56	0	0	0	56	41	0	0	0	41	0	0	0	0	407		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
160	10	-	0	147	94	0	241	88	20	20	0	128	0	0	0	0	0	93	0	0	65	158	0	0	0	65	65	592	-130
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	147	94	0	241	88	20	20	0	128	0	0	0	0	0	93	0	0	0	93	0	0	0	0	462		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
136	11	-	0	67	112	131	310	0	0	73	0	73	39	133	0	0	172	0	0	0	89	89	0	0	0	90	90	734	-179
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	67	112	131	310	0	0	73	0	73	39	133	0	0	172	0	0	0	0	0	0	0	0	0	555		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
202	12	-	0	0	0	115	115	0	54	0	0	54	0	0	0	100	100	99	0	0	27	126	0	0	0	27	27	422	-154
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	0	0	115	115	0	54	0	0	54	0	0	0	0	0	99	0	0	0	99	0	0	0	0	268		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
355	13	-	0	59	63	67	189	20	157	145	0	322	111	32	0	0	143	18	0	145	104	267	0	0	0	105	105	1,026	-209
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	59	63	67	189	20	157	145	0	322	111	32	0	0	143	18	0	145	0	163	0	0	0	0	817		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1,360	14	-	0	101	251	0	352	58	513	0	83	654	43	44	16	0	103	0	148	0	810	958	0	0	0	811	811	2,878	-1,621
		Interim Housing	0	0	74	0	74	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74		
		Permanent Housing	0	101	177	0	278	58	513	0	83	654	43	44	16	0	103	0	148	0	0	148	0	0	0	0	1183		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
277	15	-	0	102	0	222	324	0	58	108	40	206	0	80	0	0	80	0	83	30	104	217	0	0					

# Exhibit C



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January 8, 2024

**VIA EMAIL**

David Michaelson  
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Scott Marcus  
[scott.marcus@lacity.org](mailto:scott.marcus@lacity.org)  
200 N. Spring Street  
Los Angeles, CA 90012

**VIA EMAIL**

Re: Alliance Milestones and Encampment Reduction

Dear David and Scott:

This letter responds to your emails sent January 6, 2024 and January 7, 2024 wherein the City is offering to agree to an Encampment Reduction Milestones and Deadlines plan to reduce encampments by 9,800 by June, 2027. We appreciate the City's movement and commitment to help both individuals suffering on the street and the community impacted by this crisis.

However, my clients are beyond frustrated with the City's delay and broken promises on this issue. Below is a recitation of relevant dates and communications to illustrate the basis of their frustration:

- **May 19, 2022:** The settlement with the Alliance was finalized. Section 5.2 (ii) and (iv) of the agreement requires "plans and . . . milestones and deadlines" for "The City's plan for encampment engagement, cleaning, and reduction in each Council District" as well as "in the [entire] City."
- **September 8, 2022:** LAHSA released 2022 PIT count, three months later than expected.
- **November 11, 2022:** The City sent its updated housing and shelter plan pursuant to 5.2(i) and (iii), but no encampment reduction milestones or deadlines pursuant to (ii) and (iv). As a courtesy, due to the turnover in administration and councilmember seats, the Alliance agreed to wait until after the January 17, 2023 status conference set by the court to raise this issue.
- **January 30, 2023:** I sent an email to the City Attorney's office again raising the issue of failure to provide milestones and deadlines for encampment engagement, cleaning, and reduction, and the City's declination to satisfy this requirement. Thereafter we began meeting-and-conferring on this issue prior to the Alliance raising the issue with the judge.
- **March 28, 2023:** I sent an email to Scott Marcus, David Michaelson, and Mercedes Marquez summarizing our meeting earlier that month, at which not only Scott, David, and Mercedes attended, but also one or more individuals from the CAO's office:

January 8, 2024

Page 2 of 4

In our last meeting we talked about the RFQ that the City has put out for a list of qualified service/outreach providers, and that the City expects to be fully staffed with the District's chosen providers by July 1 (please correct me if I got the verbiage wrong). We also discussed that the City could commit to having each district fully assessed and get us a list of proposed milestones and deadlines within 3 months thereafter (October 1).

- **May 8, 2023:** After a series of non-responses and delays by the City, the Alliance finally received affirmation from the City that by October 1, 2023, each council district would be fully assessed and deadlines and milestones would be submitted for each district.
- **October 3, 2023:** We received the City's "Encampment Engagement, Cleaning, and Resolution" proposal (Exhibit 1) which contained zero proposed deadlines and milestones—not even citywide, much less per district.
- **October 3, 2023–November 21, 2023:** We again began a process of meeting-and-confering to resolve this issue prior to bringing it to the court's attention. We could not reach agreement.
- **November 29, 2023:** The City submitted its revised "Encampment Engagement, Cleaning, and Resolution Plans and Milestones" (Exhibit 2) to the court, committing to resolving "at least two tent and makeshift shelter encampments and at least three RV encampments involving at least 100 individuals" and thereafter increase to "at least three tent and makeshift shelter encampments and four RV encampments involving at least 150 individuals."
- **December 13, 2023** (Day before hearing set before Judge Carter): City contacted the Alliance and agreed to "the 5,300 number you proposed."
- **December 14, 2023:** I sent the City (including Scott Marcus, David Maelson, and Lourdes Castro Ramirez) notifying it that the 5,327 number previously used was a typographical error, and the number intended was 9,789. Scott Marcus responded, correcting my math to 9,782, and then stated "[a]ssuming we can agree on graduated numbers, we can make that work." There was no mention of this number being a citywide number and ignoring district-by-district milestones and deadlines.
- **December 14, 2023:** We appeared in court for a dispute resolution conference for this issue. Present for the Alliance was myself, Matthew Umhofer, and Paul Webster. Present for the City was, among others, Scott Marcus, David Michaelson, Lourdes Castro Ramirez, and Matthew Szabo. We met separately with Judge David Carter, and both notified him that we reached an agreement on 9,782. He asked us to submit the updated deadlines and milestones by December 29, 2023.
- **December 19, 2023:** We were asked by the City (Scott Marcus and David Michaelson) for a 3-week extension and agreed on the condition that it would include district-by-district milestones and that there would be a penalty to the City (\$250,000/week) for any further delay beyond January 19.

- **December 26, 2023:** City (David Michaelson) indicated it did not need the continuance and “will send the revised milestones before the end of the month.” The Alliance took this to mean that district milestones would still be forthcoming.
- **December 29, 2023:** City sent its third revised “Encampment Reduction Milestones” to the court, and to the Alliance (Exhibit 3). Therein the City committed to reducing “a minimum of 12,000 tents, makeshift shelters, cars, vans, and RVs over the term of the settlement agreement.” There were no district milestones or deadlines included, but instead described the mayor’s new “citywide approach” and “request[ed] that the LA Alliance give the City’s current administration the opportunity to focus on the citywide approach and, therefore, not insist that the City project district by district milestones.” The 12,000 commitment was not contingent on abiding by the mayor’s citywide approach.
- **January 4, 2023:** The Alliance (represented by Matthew Umhofer, Paul Webster, and myself) met with the City (specifically, among others, Mayor Bass, Lourdes Castro Ramirez, Matthew Szabo, David Michaelson, and Scott Marcus). The City presented its citywide plan and urged the Alliance to accept the citywide approach rather than insisting on district-by-district milestones as contained in the agreement. Importantly, the City denied any agreement to 12,000, or even 9,782, encampment reductions. The City contended both of those numbers were only ever contingent on the Alliance accepting the mayor’s new citywide approach despite that term never having been communicated previously. The City then informed the Alliance that it only agreed to 5,300 (a number which the Alliance never agreed to) if it insisted on district-by-district, but that the City would agree to 12,000 if the Alliance would accept its citywide approach. While the meeting was overall pleasant, this became a significant concern for the Alliance.
- **January 6, 2023:** The City (David Michaelson) sent an email to the Alliance (me) indicating that it would agree to 9,800 and provide district milestones and deadlines; the City sent a second email January 7, 2023 with a document presumed to be agreed-to by both parties and submitted to the Court.

Given the consistent delay, unfulfilled agreements, and total denial of other agreements, my client has no faith in the ability or willingness of the City of Los Angeles to comply with the proposed milestones and deadlines moving forward. The Alliance has been more than amenable and forgiving over the last 16 months:

- Not demanding immediate milestones and plans after the 2022 PIT count was released.
- Agreeing to delay raising the lack of encampment reduction milestones and deadlines until after the January, 2023 status conference.
- Accommodating City schedules and following up on unreturned communications, resulting in weeks-to-months of delay at every step.
- Providing a seven-month continuance to allow the City to engage in what the City promised to be a full evaluation of each district with district-by-district milestones and deadlines to follow. During that time window, apparently none of this evaluation was done but at no point was the Alliance contacted about this.

January 8, 2024  
Page 4 of 4

- Waiting for three months to bring this to the Court for final resolution.

Unfortunately, it has become clear by a recitation of the last 14 months that the City continues to disregard its obligations in this case, and without consequences will continue to do so.

Therefore, the Alliance will agree to refrain from seeking court intervention and accompanying sanctions on the following terms:

- A reduction of 12,000 encampments (i.e. tents, makeshift shelters, cars, and RVs) by the end of this agreement, June 30, 2027<sup>1</sup> or a reduction of 9,800 encampments (i.e. tents, makeshift shelters, cars, and RVs) by June 30, 2026.
- Reporting of district metrics and progress in meeting the milestones and deadlines every six month with additional informal quarterly progress reports to Alliance staff.
- A specific encampment reduction plan for the 50-block radius of downtown known as “Skid Row” and the smaller but violent encampments in Highly Park along North Carlota Blvd and the 110 freeway near Avenue 45 and Sycamore Grove Park.
- A \$1,000,000 payment to the Alliance as consequence for aforementioned bad faith actions, in the form of sanction, damages, and/or a non-profit grant for the purposes of continued policy work and engagement of other Los Angeles County cities, or any other description the City wants to use.<sup>2</sup>

We agree on moving quickly on this, and look forward to hearing from you by no later than end of day Wednesday, January 10, 2024.

Sincerely,



Elizabeth A. Mitchell

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<sup>1</sup> Once we get the 12,000 encampment number, we would need to review the proposed per-district numbers to assess whether the numbers as to each district are appropriate.

<sup>2</sup> The Alliance has never sought damages from the City and has stood ready to celebrate with the City at every step. Unfortunately, that offer of friendship has been interpreted as unwillingness to push the City as needed. Should the Alliance be required to seek Court intervention, the Alliance will ask for \$50,000 for each week of delay between November 21, 2022 and today.

# Exhibit 1

**Encampment Engagement, Cleaning, and Resolution**

The City has a multi-pronged approach to addressing homelessness. This includes encampment engagement, cleaning, and connection to services and housing. This approach is centered on moving unsheltered individuals from encampments to interim housing to permanent, stable and supportive housing. The City uses multiple resources in coordination with the County to engage in outreach through Homeless Engagement Teams funded through LAHSA, City Intervention/Outreach teams, multidisciplinary teams, and street medicine teams. This comprehensive approach allows the City to address the needs of people experiencing homelessness in a holistic way.

**Homeless Engagement Teams (HETs): General, CARE, and CARE+**

The primary focus of the HETs is to undertake targeted engagement efforts that focus on moving unsheltered residents experiencing homelessness into crisis, bridge and/or permanent housing utilizing a housing-first orientation with minimum eligibility criteria. The City currently funds 41 two-person outreach teams through LAHSA:

- 15 teams are focused on supporting CARE+ operations for each Council District;
- 13 teams are dedicated to provide outreach services for CARE citywide;
- 10 general outreach teams are deployed to targeted areas identified based on priorities from Council offices, the general public, and service requests from lahop.org; and
- 3 teams are assigned to specific geographic locations that cover Hollywood, the area surrounding City Hall, and the Broadway/110 corridor.

*Homeless Engagement Teams (Operation Healthy Streets)*

Two teams are linked with the CARE+ team in the Skid Row area. The teams consist of three dedicated outreach workers and one additional outreach worker leveraged from a general LAHSA HET outreach team. The team provides outreach services and support as LASAN provides clean ups and regular sanitation services through CARE+ operations. The teams also assist in providing outreach and notification prior to cleaning of a specific area.

*Skid Row Homeless Engagement Teams*

The Skid Row HETs provide two two-person teams assigned to the Skid Row area for street engagement. Skid Row HETs are deployed within the Skid Row area that include at least one bilingual HET staff member. These additional teams are meant to expand



**Encampment Engagement, Cleaning, and Resolution**

the existing capacity of outreach in the Skid Row area of the C3 and MDT and other outreach efforts happening within the area.

*Homeless Engagement Team (C3 Partnership)*

The C3 (City + County + Community) is a partnership designed to systematically engage people living on the streets of Skid Row and help them regain their health and housing stability. This outreach team provides street engagement, immediate access to needed resources including but not limited to: interim housing, urgent care, primary care, mental health and substance abuse services, and expenditure linkage to permanent supportive housing services.

*Roadmap Outreach Teams*

To support the City's Homelessness Roadmap efforts, 15 outreach teams are provided across the City, one per Council District. These teams are focused on encampments and people experiencing homelessness within five hundred (500) feet of all freeway overpasses, underpasses, on-ramps, and off-ramps. These teams work closely with relevant City partners to prioritize their targeted population for new housing interventions being funded through the City's Homelessness Roadmap. Similar to the Homeless Engagement Teams, the Roadmap Outreach Teams prioritize linking targeted engagement efforts into new and existing Crisis, Bridge and / or Permanent Housing units.

The following activities are associated with all City-funded HET and Roadmap teams:

- Proactive outreach including:
  - Completion of Assessments, IH housing placements, document collection & support, resource & referrals, connection to mainstream benefits
- Coordination with Council Offices for selection of prioritized encampments and deployment of outreach teams
- Housing Navigation Activities
  - Completion of housing and subsidy applications
  - Identify suitable permanent housing choices for clients, such as Section 8 subsidized housing, Shelter Plus Care, VASH, permanent supportive housing, inexpensive and market rate homes, Shared Housing, and other housing possibilities.
- Document Readiness (collection of ID's and Social Security cards for unsheltered PEH)
- Winter Shelter response

**Encampment Engagement, Cleaning, and Resolution**

- Operate helpline and triage for elected offices and outreach to support PEH with motel vouchers during periods of activation ( largely supported by R&R and HET)
- Streamlined coordination with Veterans Administration - verification of eligibility & connection to benefits and housing resources
- Respond to LAHOP (Homeless Outreach Portal) requests
- Respond to urgent requests from elected offices and City departments.
- Direct access to DPSS for client documentation & support
- Oversight of Outreach Coordination & direct access to specialized outreach teams (MDT/HOME)
- LAPD Response
- Client Transportation
- Resource identification
- Weekly Care Coordination
- Support Interim Housing (IH) with challenging clients (especially during site demobilization)
- Support with Connect Days, Housing Fairs
- Encampment resolutions
- Vehicle Dwelling Operations
- Support providers/ R&R with outreach and consistent connection to motel vouchered clients and families (Family Solution Center clients mostly)
- Emergency & Natural Disaster Response: (Approximately 2-3 monthly, increased needs of support during:
  - Weather, Fires, High Heat, Excessive Rain, Flood Warnings along LA River, Basins & Washes (All Flood Channels)
  - Other Emergencies - Building Fires, Support for Undocumented PEH, Participant in the coordination of care and triaging for migrant busses (including short term lodging & transportation)

*City Intervention/Outreach Teams*

In Fiscal Year (FY) 2023-24 the City has funded 13 intervention teams to be trained and deployed in support of encampment resolution. The City's approach is detailed in the "Encampment Resolution" section below.

*Multi-Disciplinary Teams (MDTs)*

The City currently funds multi-disciplinary teams in six Council districts (one team per Council district). These teams provide specialized outreach that combines medical,

**Encampment Engagement, Cleaning, and Resolution**

mental health, substance abuse, and lived-experience to have a comprehensive, integrated approach to outreach.

*Street Medicine Program*

The City also funds the USC Street Medicine Program delivers full service primary care on the street, which includes treatment for acute and chronic disease, preventative medicine, treatment for psychiatric conditions, and substance use disorders.

*Crisis and Incident Response through Community-Led Engagement (CIRCLE)*

CIRCLE is an unarmed 9-1-1 diversion program that deploys trained civilian teams to address non-urgent calls related to individuals experiencing homelessness and follow-up support to connect individuals to services. CIRCLE aims to disrupt the reciprocal relationship between homelessness and the criminal justice system by addressing non-violent incidents related to unhoused individuals and creating positive outcomes through connections to services. The program has five operating areas: Hollywood, Downtown, Venice, Northeast Valley, and South LA. Each area has a 24/7 Response Team that consists of a supervisor and outreach worker with lived experience. The work of the Response Teams in each area is supported by a mental health counselor and an outreach team that conducts follow-up engagement and case management five days a week. CIRCLE teams are equipped with vehicles and supplies, including water, snacks, clothing, and Narcan to reverse opioid overdoses.

*Vehicle Dwelling Operations*

In response to the lifting of the City's Parking Enforcement Moratorium, the Office of the City Administrative Officer (CAO), along with all relevant partners, worked to create a comprehensive approach to address Vehicle Dwellings and connect people experiencing vehicular homelessness to appropriate resources and to ensure the health and safety of our public streets.

Council offices contact the CAO's Regional Outreach Coordinator (ROC) team with vehicle dwelling priority locations. The ROC will request LADOT, LAPD, WPD, LASAN to assess the vehicles at the location and report back on any violations which may require immediate attention. The ROC schedules a meeting with all partners to discuss the location and determine next steps.

Between May 2022 and September 2023, a total of 167 Vehicle Dwelling Operations have been completed, and 49 persons experiencing homelessness have been housed.

**Encampment Engagement, Cleaning, and Resolution**

*Encampment Cleaning: CARE and CARE+ Teams*

The Comprehensive Cleaning and Rapid Engagement (CARE/CARE+) teams conduct citywide encampment clean-ups along with trash, litter/debris, and health hazard and/or safety hazard removal on the City's public rights-of-way. The primary mission of the CARE and CARE+ teams is to deliver services to the individuals experiencing homelessness within their service areas. These services are deployed in coordination with other supportive outreach services provided by the City. 15 LAHSA HET teams are focused on supporting CARE+ operations for each Council District, and 13 teams are dedicated to provide outreach services for CARE citywide. In addition, two teams are linked with the CARE+ team in the Skid Row area. .

CARE teams seek L.A.M.C. 56.11 compliance and provide spot cleaning services; health hazard and/or safety hazard identification, documentation, and removal; and trash, litter, and debris removal. These teams provide day-to-day maintenance to achieve safe and clean public rights-of-way. CARE+ teams provide full comprehensive cleanings including the identification, documentation, and removal of line-of-sight health and/or safety hazards; the removal of trash, litter, and debris; and the power washing of public rights-of-way to ensure fully sanitized areas for public safety.

CARE/CARE+ teams are deployed across three main assignments:

- A Bridge Home Special Enforcement Cleaning Zones (ABH SECZs). CARE+ services are provided to each ABH SECZ once per week, and CARE services are provided to each ABH SECZ twice per week.
- Focused Service Zones (FSZ): FSZs are specific high-need regions that require consistent, recurring, and dedicated services. These include the following:
  - Operation Healthy Streets (OHS) Skid Row. CARE+ services are provided daily, Monday through Friday. This area is divided into zones that receive services once every two weeks on a rotating schedule.
  - Operation Healthy Streets (OHS) Ocean Front Walk in Venice Beach. CARE+ services are provided once per week.
  - Grand Ave/110 Fwy Corridor (Grand Ave). CARE+ services are provided five days per week.
- Citywide CARE+ Services: In each Council District, CARE+ services are provided twice per week and CARE services are provided approximately three times per week. Locations are determined by Council District staff. Note that there may be additional CARE+

### Encampment Engagement, Cleaning, and Resolution

operations in each Council District if there is one or more A Bridge Home Special Enforcement Cleaning Zones or Focused Service Zones.

#### Encampment Resolution

The City uses the following general process for encampment resolution

##### *Selection*

Encampments are identified for potential resolution through several avenues:

1. Council Office priorities
2. Encampments identified by the City's Field Intervention Teams
3. Notification by stakeholders in the community – churches, community organizations, schools, businesses, and residents may identify an encampment

Encampment prioritization is evaluated based on the availability of housing resources and the severity of the encampment.

**Housing availability:** In order to resolve an encampment, the City must ensure there are beds available to match with encampment residents and that service providers have the capacity to provide case management and other services.

**Severity of the encampment:** The City takes several data points into account to evaluate encampments, including data from 311 calls as well as emergency requests for police, fire, or medical service.

##### *Approach to Engagement*

The City's Field Intervention Teams conduct outreach across the City. A large part of this engagement work is to mobilize existing outreach, including:

- Service provider outreach teams
- LAHSA Homeless Engagement Teams (HET)
- Street Medicine engagement teams (if applicable)
- Council Office designated homelessness outreach teams (if applicable)

In preparing for an encampment resolution operation, the Field Intervention Teams work with various outreach teams to collectively engage in case conferencing and coordination to ensure a complete picture of the historical knowledge and context of the

**Encampment Engagement, Cleaning, and Resolution**

area and the people experiencing homelessness (PEH) living there. The teams work to create a unified list so that support is inclusive of the entire footprint of the encampment.

The County's involvement is one of a valued collaborator. The County provides services through its departments, including the Department of Mental Health, the Department of Health Services, and the Department of Public Social Services. They assist with the coordination of multidisciplinary teams to support the wide range of acuity amongst PEH in the encampment. Additionally, when the City prepares to resolve an encampment on adjacent City/County property, the County will activate further County departments that can support the operation.

Service Providers are not only instrumental to effective outreach and engagement, but are also the providers of case management as participants are housed. Prior to an encampment resolution, a contracted provider will activate their outreach and multidisciplinary teams if they have one (not all Service Providers have a multidisciplinary team, which is an important point for County support). Once a participant is in interim housing, service providers are tasked with case management, meal provision, document readiness, and sometimes housing navigation (sometimes additional providers are brought in for this).

City departments, including the Department of Transportation (DOT), Los Angeles Department of Sanitation (LASAN), and the Los Angeles Police Department (LAPD), are also important partners in the successful realization of encampment resolution operations.

DOT provides buses to transport participants from the encampment to their interim housing. They also coordinate parking enforcement to assist with road closures to ensure a safe street for encampment residents and the teams in the field.

LASAN documents voluntary surrender of any belongings not going to the interim housing site, inspects for biohazards, clears all surrendered belongings, and power-washes the area (see CARE/CARE+ section above).

While the City's trauma-informed approach means LAPD is not actively engaging in outreach, LAPD personnel are always fully briefed and on standby in the area to assist in any cases of violence or criminal activity. LAPD acts as a protective layer to ensure the safety of the PEH in the encampments as well as the safety of the teams in the field.

**Encampment Engagement, Cleaning, and Resolution**

*Goals and Milestones*

From December 20, 2022 through September 26, 2023, encampment resolutions have occurred at 26 locations and over 1,600 people have been brought into interim housing from the streets. The City's overarching goal is a Citywide approach, addressing encampments through lenses of equity and need across Council Districts.

General goals for encampment engagement, cleaning, and reduction include:

- Reduce the loss of life of people experiencing homelessness across the City
- Increase access to mental health and substance abuse treatment (provided by County) for those living in encampments
- Eliminate street encampments, including RV encampments
- Promote long term housing stability for people experiencing homelessness
- Enhance the safety and hygiene of neighborhoods for all residents, businesses and neighbors

*Additional Information*

The City continues to work with the federal and state government and apply for homelessness funding (including encampment resolution grants). In addition, the City has been working with LAHSA who has now developed a dashboard and report on Los Angeles City Housing and Homeless Engagement which provides detailed homeless and housing data across the City and by Council District.

# Exhibit 2



## **Encampment Engagement, Cleaning, and Resolution Plans & Milestones**

Paragraph 5.2. of the Settlement Agreement requires the City to create plans and develop milestones and deadlines for the City's plan for encampment engagement, cleaning, and reduction in each Council District and the City.

The parties agree that these milestones should focus on high-level outcomes and accomplishing the collective goal of reducing homelessness on the City's streets and sidewalks. The milestones are intended to provide plans and deadlines to determine progress in the City's efforts in reducing the number of encampments and addressing homelessness in general.

### **ENGAGEMENT**

The City has a multi-pronged approach to addressing homelessness that focuses on connecting people to services and housing. This approach is centered on moving unsheltered individuals from encampments to interim housing to permanent, stable and supportive housing. The City uses multiple resources in coordination with the County to engage in outreach through Homeless Engagement Teams funded through LAHSA, City Intervention/Outreach teams, multidisciplinary teams, and street medicine teams. This comprehensive approach allows the City to address the needs of people experiencing homelessness in a holistic way.

The City's overarching goal is a Citywide approach, addressing encampments<sup>1</sup> through lenses of equity and need across Council Districts. Encampment engagement occurs constantly throughout the City. The City will engage with a single encampment for several weeks before it can be resolved. This long engagement period allows service providers to develop relationships and trust with the residents. It also allows the City time to line up all of the necessary services (City, County, private, etc.). As these resources increase, so will the City's ability to conduct encampment engagement and reduction.

### **Homeless Engagement Teams (HETs): General, CARE, and CARE+**

The primary focus of the HETs is to undertake targeted engagement efforts that focus on moving unsheltered residents experiencing homelessness into crisis, bridge and/or permanent housing utilizing a housing-first orientation with minimum eligibility criteria.

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<sup>1</sup> LAHSA considers an "encampment" to be 5 or more PEH and 3 or more shelters (tents, makeshifts, or vehicles) within a 300-foot radius or physical boundaries defined by an encampment resolution effort.

### Encampment Engagement, Cleaning, and Resolution Plans & Milestones

The City currently funds 41 two-person outreach teams through LAHSA:

- 15 teams are focused on supporting CARE+ operations in each Council District;
- 13 teams are dedicated to provide outreach services for CARE citywide;
- 10 teams are deployed to targeted areas identified based on priorities from Council offices, the general public, and service requests from lahop.org; and
- 3 teams are assigned to Hollywood, the area surrounding City Hall, and the Broadway/110 corridor.

#### *Homeless Engagement Teams (Operation Healthy Streets)*

Two teams are linked with the CARE+ team in the Skid Row area. The teams consist of three dedicated outreach workers and one additional outreach worker leveraged from a general LAHSA HET outreach team. The team provides outreach services and support as LASAN provides clean ups and regular sanitation services through CARE+ operations. The teams also assist in providing outreach and notification prior to cleaning of a specific area.

#### *Skid Row Homeless Engagement Teams*

The Skid Row HETs provide two two-person teams assigned to the Skid Row area for street engagement. Skid Row HETs are displayed within the Skid Row area that include at least one bilingual HET staff member. These additional teams are meant to expand the existing capacity of outreach in the Skid Row area of the C3 and MDT and other outreach efforts happening within the area.

#### *Homeless Engagement Team (C3 Partnership)*

The C3 (City + County + Community) is a partnership designed to systematically engage people living on the streets of Skid Row and help them regain their health and housing stability. This outreach team provides street engagement, immediate access to needed resources including but not limited to: interim housing, urgent care, primary care, mental health and substance abuse services, and expenditure linkage to permanent supportive housing services.

#### *Roadmap Outreach Teams*

To support the City's Homelessness Roadmap efforts, 15 outreach teams are provided across the City, one per Council District. These teams are focused on encampments and people experiencing homelessness within five hundred (500) feet of all freeway overpasses, underpasses, on-ramps, and off-ramps. These teams work closely with

### Encampment Engagement, Cleaning, and Resolution Plans & Milestones

relevant City partners to prioritize their targeted population for new housing interventions being funded through the City's Homelessness Roadmap. Similar to the Homeless Engagement Teams, the Roadmap Outreach Teams prioritize linking targeted engagement efforts into new and existing Crisis, Bridge and / or Permanent Housing units.

#### *City Intervention/Outreach Teams*

In Fiscal Year (FY) 2023-24 the City has funded 13 intervention teams to be trained and deployed in support of encampment resolution. The City's approach is detailed in the "Encampment Resolution" section below.

#### *Multi-Disciplinary Teams (MDTs)*

The City currently funds multi-disciplinary teams in six Council districts (one team per Council district). These teams provide specialized outreach that combines medical, mental health, substance abuse, and lived-experience to have a comprehensive, integrated approach to outreach.

#### *Street Medicine Program*

The City also funds the USC Street Medicine Program delivers full service primary care on the street, which includes treatment for acute and chronic disease, preventative medicine, treatment for psychiatric conditions, and substance use disorders.

#### *Crisis and Incident Response through Community-Led Engagement (CIRCLE)*

CIRCLE is an unarmed 9-1-1 diversion program that deploys trained civilian teams to address non-urgent calls related to individuals experiencing homelessness and follow-up support to connect individuals to services. CIRCLE aims to disrupt the reciprocal relationship between homelessness and the criminal justice system by addressing non-violent incidents related to unhoused individuals and creating positive outcomes through connections to services. The program has five operating areas: Hollywood, Downtown, Venice, Northeast Valley, and South LA. Each area has a 24/7 Response Team that consists of a supervisor and outreach worker with lived experience. The work of the Response Teams in each area is supported by a mental health counselor and an outreach team that conducts follow-up engagement and case management five days a week. CIRCLE teams are equipped with vehicles and supplies, including water, snacks, clothing, and Narcan to reverse opioid overdoses.

## Encampment Engagement, Cleaning, and Resolution Plans & Milestones

### *Vehicle Dwelling Operations*

In response to the lifting of the City's Parking Enforcement Moratorium, the Office of the City Administrative Officer (CAO), along with all relevant partners, worked to create a comprehensive approach to address Vehicle Dwellings and connect people experiencing vehicular homelessness to appropriate resources and to ensure the health and safety of our public streets.

Council offices contact the CAO's Regional Outreach Coordinator (ROC) team with vehicle dwelling priority locations. The ROC will request LADOT, LAPD, WPD, LASAN to assess the vehicles at the location and report back on any violations which may require immediate attention. The ROC schedules a meeting with all partners to discuss the location and determine next steps.

Between May 2022 and September 2023, a total of 167 Vehicle Dwelling Operations have been completed, and 49 persons experiencing homelessness have been housed.

### **CLEANING**

The Comprehensive Cleaning and Rapid Engagement (CARE/CARE+) teams conduct citywide encampment clean-ups along with trash, litter/debris, and health hazard and/or safety hazard removal on the City's public rights-of-way. The primary mission of the CARE and CARE+ teams is to deliver services to the individuals experiencing homelessness within their service areas. These services are deployed in coordination with other supportive outreach services provided by the City. 15 LAHSA HET teams are focused on supporting CARE+ operations for each Council District, and 13 teams are dedicated to provide outreach services for CARE citywide. In addition, two teams are linked with the CARE+ team in the Skid Row area.

The City publishes a daily schedule of CARE and CARE+ cleanings. The City's current milestones for cleaning are to conduct 2 encampment cleanings each week in each Council District (*i.e.* 30 encampment cleanings each week). The City plans to increase that milestone to 5 encampment cleanings each week in each Council District by the end of FY 24-25.

CARE teams seek L.A.M.C. 56.11 compliance and provide spot cleaning services; health hazard and/or safety hazard identification, documentation, and removal; and trash, litter, and debris removal. These teams provide day-to-day maintenance to achieve safe and clean public rights-of-way. CARE+ teams provide full comprehensive cleanings including the identification, documentation, and removal of line-of-sight health

### Encampment Engagement, Cleaning, and Resolution Plans & Milestones

and/or safety hazards; the removal of trash, litter, and debris; and the power washing of public rights-of-way to ensure fully sanitized areas for public safety.

CARE/CARE+ teams are deployed across three main assignments:

- A Bridge Home Special Enforcement Cleaning Zones (ABH SECZs). CARE+ services are provided to each ABH SECZ once per week, and CARE services are provided to each ABH SECZ twice per week.
- Focused Service Zones (FSZ): FSZs are specific high-need regions that require consistent, recurring, and dedicated services. These include the following:
  - Operation Healthy Streets (OHS) Skid Row. CARE+ services are provided daily, Monday through Friday. This area is divided into zones that receive services once every two weeks on a rotating schedule.
  - Operation Healthy Streets (OHS) Ocean Front Walk in Venice Beach. CARE+ services are provided once per week.
  - Grand Ave/110 Fwy Corridor (Grand Ave). CARE+ services are provided five days per week.
- Citywide CARE+ Services: In each Council District, CARE+ services are provided twice per week and CARE services are provided approximately three times per week. Locations are determined by Council District staff. Note that there may be additional CARE+ operations in each Council District if there is one or more A Bridge Home Special Enforcement Cleaning Zones or Focused Service Zones.

### RESOLUTION

The City's overarching goal is a Citywide approach, addressing encampments through lenses of equity and need across Council Districts. The parties recognize the best metric is to view resolutions in six-month periods, because some months may involve more resolutions while other months may be more focused on preparation for resolutions. The City is providing the below milestones for resolutions through the end of 2024. Importantly, the City aims to accomplish more resolutions and, thus, these are meant to be baseline numbers. Before the end of 2024, the City will reevaluate how best to increase the number of resolutions based on available City, County, State, and Federal resources.

For each month during the six month period from January through June 2024, the City aims to resolve at least two tent and makeshift shelter encampments and at least three

### Encampment Engagement, Cleaning, and Resolution Plans & Milestones

RV encampments involving at least 100 individuals. Starting July 1, 2024, and through December 31, 2024, the City aims each month to resolve at least three tent and makeshift shelter encampments and four RV encampments involving at least 150 individuals.

The City uses the following general process for encampment resolution

#### *Selection*

Encampments are identified for potential resolution through several avenues:

1. Council Office priorities
2. Encampments identified by the City's Field Intervention Teams
3. Notification by stakeholders in the community – churches, community organizations, schools, businesses, and residents may identify an encampment

Encampment prioritization is evaluated based on the availability of housing resources and the severity of the encampment.

**Housing availability:** In order to resolve an encampment, the City must ensure there are beds available to match with encampment residents and that service providers have the capacity to provide case management and other services.

**Severity of the encampment:** The City takes several data points into account to evaluate encampments, including data from 311 calls as well as emergency requests for police, fire, or medical service.

#### *Approach to Engagement*

The City's Field Intervention Teams conduct outreach across the City. A large part of this engagement work is to mobilize existing outreach, including:

- Service provider outreach teams
- LAHSA Homeless Engagement Teams (HET)
- Street Medicine engagement teams (if applicable)
- Council Office designated homelessness outreach teams (if applicable)

In preparing for an encampment resolution operation, the Field Intervention Teams work with various outreach teams to collectively engage in case conferencing and coordination to ensure a complete picture of the historical knowledge and context of the

### Encampment Engagement, Cleaning, and Resolution Plans & Milestones

area and the people experiencing homelessness (PEH) living there. The teams work to create a unified list so that support is inclusive of the entire footprint of the encampment.

The County's involvement is one of a valued collaborator. The County provides services through its departments, including the Department of Mental Health, the Department of Health Services, and the Department of Public Social Services. They assist with the coordination of multidisciplinary teams to support the wide range of acuity amongst PEH in the encampment. Additionally, when the City prepares to resolve an encampment on adjacent City/County property, the County will activate further County departments that can support the operation.

Service Providers are not only instrumental to effective outreach and engagement, but are also the providers of case management as participants are housed. Prior to an encampment resolution, a contracted provider will activate their outreach and multidisciplinary teams if they have one (not all Service Providers have a multidisciplinary team, which is an important point for County support). Once a participant is in interim housing, service providers are tasked with case management, meal provision, document readiness, and sometimes housing navigation (sometimes additional providers are brought in for this).

City departments, including the Department of Transportation (DOT), Los Angeles Department of Sanitation (LASAN), and the Los Angeles Police Department (LAPD), are also important partners in the successful realization of encampment resolution operations.

DOT provides buses to transport participants from the encampment to their interim housing. They also coordinate parking enforcement to assist with road closures to ensure a safe street for encampment residents and the teams in the field.

LASAN documents voluntary surrender of any belongings not going to the interim housing site, inspects for biohazards, clears all surrendered belongings, and power-washes the area (see CARE/CARE+ section above).

While the City's trauma-informed approach means LAPD is not actively engaging in outreach, LAPD personnel are always fully briefed and on standby in the area to assist in any cases of violence or criminal activity. LAPD acts as a protective layer to ensure the safety of the PEH in the encampments as well as the safety of the teams in the field.

General goals for encampment engagement, cleaning, and reduction include:

**Encampment Engagement, Cleaning, and Resolution Plans & Milestones**

- Reduce the loss of life of people experiencing homelessness across the City
- Increase access to mental health and substance abuse treatment (provided by County) for those living in encampments
- Eliminate street encampments, including RV encampments
- Promote long term housing stability for people experiencing homelessness
- Enhance the safety and hygiene of neighborhoods for all residents, businesses and neighbors

*Additional Information*

The City continues to work with the federal and state government and apply for homelessness funding (including encampment resolution grants). In addition, the City has been working with LAHSA who has now developed a dashboard and report on Los Angeles City Housing and Homeless Engagement which provides detailed homeless and housing data across the City and by Council District.



# Exhibit 3

*LA Alliance v. City of Los Angeles, 2:20-CV-02291-DOC*

**Revised Encampment Reduction Milestones**

I. Introduction

The City of Los Angeles submits this revised encampment reduction milestones to supplement its earlier submission. The City is increasing its commitment to reduce a minimum of 12,000 tents, makeshift shelters, cars, vans, and RVs over the term of the settlement agreement, which is more than twice the 5,328 reductions originally proposed by the LA Alliance. Every six months, the City aims to reduce no less than 1,200 tents, makeshift shelters, cars, vans, and RVs and will work to provide interim shelter for every unsheltered individual, even though the settlement agreement does not obligate the City to provide interim housing. The City's ultimate goal is to provide permanent supportive housing for the unsheltered individuals assisted off the streets. Biannually, the City will provide LA Alliance with the overall number of encampment reductions accomplished from the previous six months citywide and broken down by Council district.

This past year, the City of Los Angeles, under Mayor Karen Bass' leadership, has proven there is a better way to urgently address the homelessness crisis, by applying a citywide focus to offering unsheltered individuals interim shelter, housing, and services, and not relying on district by district approaches or threats of enforcement of criminal laws. Much of the success this past year is attributable to the new Mayor working with the City Council, which itself had changed in significant ways since the settlement was signed. The Mayor and City Council locked arms together and with City partners including the County of Los Angeles and the Los Angeles Homeless Services Authority (LAHSA). The 2023 citywide approach demonstrated that success will come from increased resources applied in close collaboration with the Mayor, City Council, and City partners.

The Mayor signaled the City's pivot away from the district-centric approach to a more equitable and citywide approach on December 12, 2022, when on her first day in office she declared a citywide homelessness emergency. Immediately upon declaring the emergency and throughout 2023, the Mayor, working with the City Council and individual councilmembers, cleared some of the City's most intractable encampments. Thirty four large encampments throughout all 15 Council districts were resolved in 2023.<sup>1</sup> With cooperation among Council districts, interim housing was found even if it was not in the same district where the encampment was located. This citywide approach with cooperation among districts was not typical prior to 2023. Balkanization among the districts made it harder to address the City's homelessness crisis effectively.

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<sup>1</sup> Attached is a map showing the location of the 32 encampment reductions completed as of November 30, 2023, as part of the Mayor's Inside Safe program. They are in every Council district spread across the City, and reflect the collaboration among City Hall stakeholders and the City's partners in tackling the homelessness crisis.

The 2022 settlement agreement included the district by district approach, which allowed individual districts the opportunity to increase enforcement against encampments upon creating shelter or housing for 60% of the district's unsheltered "City Shelter Appropriate" homeless population. For those districts with fewer unsheltered individuals, relatively little shelter or housing would need to be built to achieve the 60% threshold. Moreover, allowing districts that achieve the 60% threshold to increase enforcement against the unsheltered individuals remaining in the district risks pushing those unsheltered individuals into adjacent districts. Unsheltered individuals will likely migrate to districts that have historically borne the brunt of the City's homeless crisis, including Skid Row<sup>2</sup> and districts in South Los Angeles and parts of the San Fernando Valley. These districts have suffered from long established patterns of economic and residential segregation and disinvestment that has led to an overconcentration of considerably large numbers of unsheltered individuals in those communities. Without employing a citywide strategy, the City's current administration is concerned about perpetuating this unequal application of resources and opportunities and exacerbating the City's racial and poverty divides.

The settlement's requirement for the City to break down its citywide encampment reduction by individual districts is a vestige of the district by district approach. The City requests that the LA Alliance give the City's current administration the opportunity to focus on the citywide approach and, therefore, not insist that the City project district by district milestones.

## II. Background

In May of 2022, the Court approved the settlement agreement between the City and the LA Alliance, which included a City obligation to provide milestones and deadlines citywide and for each Council district for: 1. "the creation of shelter and housing"; and 2. "encampment engagement, cleaning, and reduction". The City satisfied the first milestone when it submitted to the LA Alliance last year the five year plan to create 12,915 units of shelter and housing. The City submitted the second set of milestones last month, which included a commitment to reduce tent, makeshift shelter, cars and RV encampments that would result in approximately 1,500 unsheltered individuals being helped off the street. LA Alliance objected to the City's encampment reduction milestone claiming it was insufficient and did not break down the number of encampment reductions by each of the 15 Council districts.

In an effort to resolve the dispute, the Court met with both parties on December 14, 2023. Shortly before the Court meeting, the City and Alliance discussed the City committing to reduce 9,800 tents, makeshift shelters, cars and RV over the term of the settlement agreement, but the City continued to express concern with breaking down the number district by district. The Court gave the City until December 29, 2023, to submit its revised milestone for encampment reduction.

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<sup>2</sup> The City is joining the County in creating a Skid Row action plan, another example of how the County and City are working collaboratively and focusing on areas of the City with significant need. The City also purchased the Mayfair hotel, which will provide additional interim housing in the downtown area.

### III. City Increases its Encampment Reduction to 12,000 Unsheltered Individuals

The City's increased milestone to reduce no fewer than 12,000 tents, makeshift shelters, cars, vans, and RVs off public spaces during the term of the settlement agreement more than doubles the 5,300 reductions originally sought by LA Alliance. This should be welcome news to the LA Alliance.

The City will continue to focus encampment reductions based on citywide needs and the needs of the City's unsheltered population. Every six months, the City aims to reduce no less than 1,200 tents, makeshift shelters, cars, vans, and RVs and will work to provide interim housing for every unsheltered individual, even though providing interim shelter is not required under the settlement agreement. Every six months, the City will provide LA Alliance the overall number of encampment reductions accomplished during the previous six months citywide and broken down by Council district.

The City's ultimate goal is to provide permanent supportive and affordable housing for the unsheltered individuals assisted off the streets. To speed up the creation of affordable housing, the Mayor's Executive Directive 1 (ED1) has already accelerated the review of more than 9,000 affordable housing units. ED 1 has cut through red tape at City Hall – what used to take six to nine months to get permits now only takes an average of 45 days. The number of applications to the Department of City Planning with affordable housing units has also increased by 85% compared with 2022, from 6,500 to 12,000 units overall - both ED1 and non-ED1 units. In total, 119 affordable housing projects have qualified for ED1 with the Department of City Planning and 59 project cases have received entitlements (60 are currently under review). In 2024, 27 City-financed supportive housing projects with 1,916 units are expected to open. Although not specific to reducing encampments, the expedited creation of affordable and supportive housing is critical to the City's goal of moving unsheltered individuals from interim to permanent housing.

The City also continues to ensure that HHH funds deliver the results expected and lead to more affordable housing developments. As of December 2023, nearly all HHH funds have been obligated with \$1.12 billion of the \$1.2 billion General Obligation (GO) Bond. There are currently 132 total projects in the HHH pipeline, with 8,714 total units as follows:

- 65 projects with 3,945 units built, open, and offering housing
- 43 projects with 2,908 units under construction
- 24 projects with 1,861 units in predevelopment

### IV. Projections of Encampment Reductions District by District is Not Consistent with the City's Current Approach to Tackle the Homelessness Crisis

Although the LA Alliance should be pleased with the City's commitment to reduce encampments by no less than 12,000 citywide, the City anticipates LA Alliance might still seek to have the City provide encampment reduction projections in each of the 15 Council districts.

The City does not dispute that the settlement agreement requires district by district milestones. But the City's approach to tackling the homelessness crisis has changed dramatically since the settlement agreement was signed. A district by district focus reflected the City's past balkanized approach to addressing homelessness, including some districts relying on the use of criminal enforcement to clear public spaces of encampments. At the time of the settlement, the City wanted the ability for individual Council districts to increase enforcement against encampments in a district that created shelter or housing beds for 60% of the district's unsheltered City Shelter Appropriate homeless population using the 2022 Point in Time (PIT) Count. But such a district by district approach perpetuates the City's old, fractured way of addressing homelessness. It incentivizes Council districts with fewer unsheltered individuals to create just enough shelter and interim housing to reach a 60% threshold. Importantly, this risks a migration of the City's unsheltered population from those districts to districts that historically have borne the weight of the homelessness crisis, including Skid Row and districts in South Los Angeles and parts of the San Fernando Valley. This does nothing to address - and indeed exacerbates - the long history of economic and residential segregation along with disinvestment in certain areas of our city. This has led to an overconcentration of considerably large numbers of unsheltered individuals in those communities. Without a citywide strategy that is less focused on district by district milestones, the current City administration is concerned about perpetuating this unequal application of resources and opportunities to the detriment of certain neighborhoods, particularly those with larger concentrations of racial and ethnic minorities.

#### IV. The City has Followed a Different and More Effective and Equitable Path to Tackle the Homelessness Crisis

Last December - nine months after the settlement agreement was executed - Mayor Bass, on her first day in Office, declared the first of its kind City homelessness emergency and locked arms with the new City Council and other partners, including the County of Los Angeles and LAHSA. This brought a new urgency and collaboration to the homelessness crisis. These stakeholders focused on citywide solutions that moved away from the district-centric approach of the past. This collaboration helped instill goodwill among the stakeholders and brought substantial increases in funding. The new shared commitment allowed the City to break down barriers that in the past made tackling the homelessness crisis less effective. An example of this new approach was the launch of the innovative Inside Safe program, which offered unsheltered individuals living in street encampments throughout the City the opportunity to move inside into interim housing and receive needed services. The first year of the program brought inside over 2,000 unsheltered individuals living in some of the most intractable encampments spread among all of the Council districts. Inside Safe debunked the myth that most unsheltered individuals do not want to leave the streets. The vast majority of unsheltered individuals living in 34 large street encampments came inside in 2023.

Inside Safe showed the promise that lies ahead if the City continues to work collaboratively citywide. As part of Inside Safe, Council districts work with the Mayor and other City partners to identify encampments for resolution. Inside Safe promotes cooperation among Council districts where, for example, insufficient interim housing is not available in the district where an

encampment is located, other districts have helped arrange interim housing in their district. This is an important feature of Inside Safe and a reflection of the City's new citywide approach. It allows the City and its partners to consider multiple factors in the placement decision, including what is best for the individual, the availability of housing, and addressing historic inequities in housing practices in the City.

Therefore, the City urges LA Alliance to join the City in its new approach to tackle the homelessness crisis by embracing the City's commitment to reduce no less than 12,000 individual tents, makeshift shelters, cars, vans, and RVs and to allow the City to depart from its past, inefficient, and often inequitable district by district focus.

# Exhibit D

**Encampment Engagement, Cleaning, and Resolution**

The City has a multi-pronged approach to addressing homelessness. This includes encampment engagement, cleaning, and connection to services and housing. This approach is centered on moving unsheltered individuals from encampments to interim housing to permanent, stable and supportive housing. The City uses multiple resources in coordination with the County to engage in outreach through Homeless Engagement Teams funded through LAHSA, City Intervention/Outreach teams, multidisciplinary teams, and street medicine teams. This comprehensive approach allows the City to address the needs of people experiencing homelessness in a holistic way.

**Homeless Engagement Teams (HETs): General, CARE, and CARE+**

The primary focus of the HETs is to undertake targeted engagement efforts that focus on moving unsheltered residents experiencing homelessness into crisis, bridge and/or permanent housing utilizing a housing-first orientation with minimum eligibility criteria. The City currently funds 41 two-person outreach teams through LAHSA:

- 15 teams are focused on supporting CARE+ operations for each Council District;
- 13 teams are dedicated to provide outreach services for CARE citywide;
- 10 general outreach teams are deployed to targeted areas identified based on priorities from Council offices, the general public, and service requests from lahop.org; and
- 3 teams are assigned to specific geographic locations that cover Hollywood, the area surrounding City Hall, and the Broadway/110 corridor.

*Homeless Engagement Teams (Operation Healthy Streets)*

Two teams are linked with the CARE+ team in the Skid Row area. The teams consist of three dedicated outreach workers and one additional outreach worker leveraged from a general LAHSA HET outreach team. The team provides outreach services and support as LASAN provides clean ups and regular sanitation services through CARE+ operations. The teams also assist in providing outreach and notification prior to cleaning of a specific area.

*Skid Row Homeless Engagement Teams*

The Skid Row HETs provide two two-person teams assigned to the Skid Row area for street engagement. Skid Row HETs are deployed within the Skid Row area that include at least one bilingual HET staff member. These additional teams are meant to expand



**Encampment Engagement, Cleaning, and Resolution**

the existing capacity of outreach in the Skid Row area of the C3 and MDT and other outreach efforts happening within the area.

*Homeless Engagement Team (C3 Partnership)*

The C3 (City + County + Community) is a partnership designed to systematically engage people living on the streets of Skid Row and help them regain their health and housing stability. This outreach team provides street engagement, immediate access to needed resources including but not limited to: interim housing, urgent care, primary care, mental health and substance abuse services, and expenditure linkage to permanent supportive housing services.

*Roadmap Outreach Teams*

To support the City's Homelessness Roadmap efforts, 15 outreach teams are provided across the City, one per Council District. These teams are focused on encampments and people experiencing homelessness within five hundred (500) feet of all freeway overpasses, underpasses, on-ramps, and off-ramps. These teams work closely with relevant City partners to prioritize their targeted population for new housing interventions being funded through the City's Homelessness Roadmap. Similar to the Homeless Engagement Teams, the Roadmap Outreach Teams prioritize linking targeted engagement efforts into new and existing Crisis, Bridge and / or Permanent Housing units.

The following activities are associated with all City-funded HET and Roadmap teams:

- Proactive outreach including:
  - Completion of Assessments, IH housing placements, document collection & support, resource & referrals, connection to mainstream benefits
- Coordination with Council Offices for selection of prioritized encampments and deployment of outreach teams
- Housing Navigation Activities
  - Completion of housing and subsidy applications
  - Identify suitable permanent housing choices for clients, such as Section 8 subsidized housing, Shelter Plus Care, VASH, permanent supportive housing, inexpensive and market rate homes, Shared Housing, and other housing possibilities.
- Document Readiness (collection of ID's and Social Security cards for unsheltered PEH)
- Winter Shelter response

**Encampment Engagement, Cleaning, and Resolution**

- Operate helpline and triage for elected offices and outreach to support PEH with motel vouchers during periods of activation ( largely supported by R&R and HET)
- Streamlined coordination with Veterans Administration - verification of eligibility & connection to benefits and housing resources
- Respond to LAHOP (Homeless Outreach Portal) requests
- Respond to urgent requests from elected offices and City departments.
- Direct access to DPSS for client documentation & support
- Oversight of Outreach Coordination & direct access to specialized outreach teams (MDT/HOME)
- LAPD Response
- Client Transportation
- Resource identification
- Weekly Care Coordination
- Support Interim Housing (IH) with challenging clients (especially during site demobilization)
- Support with Connect Days, Housing Fairs
- Encampment resolutions
- Vehicle Dwelling Operations
- Support providers/ R&R with outreach and consistent connection to motel vouchered clients and families (Family Solution Center clients mostly)
- Emergency & Natural Disaster Response: (Approximately 2-3 monthly, increased needs of support during:
  - Weather, Fires, High Heat, Excessive Rain, Flood Warnings along LA River, Basins & Washes (All Flood Channels)
  - Other Emergencies - Building Fires, Support for Undocumented PEH, Participant in the coordination of care and triaging for migrant busses (including short term lodging & transportation)

*City Intervention/Outreach Teams*

In Fiscal Year (FY) 2023-24 the City has funded 13 intervention teams to be trained and deployed in support of encampment resolution. The City’s approach is detailed in the “Encampment Resolution” section below.

*Multi-Disciplinary Teams (MDTs)*

The City currently funds multi-disciplinary teams in six Council districts (one team per Council district). These teams provide specialized outreach that combines medical,

**Encampment Engagement, Cleaning, and Resolution**

mental health, substance abuse, and lived-experience to have a comprehensive, integrated approach to outreach.

*Street Medicine Program*

The City also funds the USC Street Medicine Program delivers full service primary care on the street, which includes treatment for acute and chronic disease, preventative medicine, treatment for psychiatric conditions, and substance use disorders.

*Crisis and Incident Response through Community-Led Engagement (CIRCLE)*

CIRCLE is an unarmed 9-1-1 diversion program that deploys trained civilian teams to address non-urgent calls related to individuals experiencing homelessness and follow-up support to connect individuals to services. CIRCLE aims to disrupt the reciprocal relationship between homelessness and the criminal justice system by addressing non-violent incidents related to unhoused individuals and creating positive outcomes through connections to services. The program has five operating areas: Hollywood, Downtown, Venice, Northeast Valley, and South LA. Each area has a 24/7 Response Team that consists of a supervisor and outreach worker with lived experience. The work of the Response Teams in each area is supported by a mental health counselor and an outreach team that conducts follow-up engagement and case management five days a week. CIRCLE teams are equipped with vehicles and supplies, including water, snacks, clothing, and Narcan to reverse opioid overdoses.

*Vehicle Dwelling Operations*

In response to the lifting of the City's Parking Enforcement Moratorium, the Office of the City Administrative Officer (CAO), along with all relevant partners, worked to create a comprehensive approach to address Vehicle Dwellings and connect people experiencing vehicular homelessness to appropriate resources and to ensure the health and safety of our public streets.

Council offices contact the CAO's Regional Outreach Coordinator (ROC) team with vehicle dwelling priority locations. The ROC will request LADOT, LAPD, WPD, LASAN to assess the vehicles at the location and report back on any violations which may require immediate attention. The ROC schedules a meeting with all partners to discuss the location and determine next steps.

Between May 2022 and September 2023, a total of 167 Vehicle Dwelling Operations have been completed, and 49 persons experiencing homelessness have been housed.

**Encampment Engagement, Cleaning, and Resolution**

*Encampment Cleaning: CARE and CARE+ Teams*

The Comprehensive Cleaning and Rapid Engagement (CARE/CARE+) teams conduct citywide encampment clean-ups along with trash, litter/debris, and health hazard and/or safety hazard removal on the City's public rights-of-way. The primary mission of the CARE and CARE+ teams is to deliver services to the individuals experiencing homelessness within their service areas. These services are deployed in coordination with other supportive outreach services provided by the City. 15 LAHSA HET teams are focused on supporting CARE+ operations for each Council District, and 13 teams are dedicated to provide outreach services for CARE citywide. In addition, two teams are linked with the CARE+ team in the Skid Row area. .

CARE teams seek L.A.M.C. 56.11 compliance and provide spot cleaning services; health hazard and/or safety hazard identification, documentation, and removal; and trash, litter, and debris removal. These teams provide day-to-day maintenance to achieve safe and clean public rights-of-way. CARE+ teams provide full comprehensive cleanings including the identification, documentation, and removal of line-of-sight health and/or safety hazards; the removal of trash, litter, and debris; and the power washing of public rights-of-way to ensure fully sanitized areas for public safety.

CARE/CARE+ teams are deployed across three main assignments:

- A Bridge Home Special Enforcement Cleaning Zones (ABH SECZs). CARE+ services are provided to each ABH SECZ once per week, and CARE services are provided to each ABH SECZ twice per week.
- Focused Service Zones (FSZ): FSZs are specific high-need regions that require consistent, recurring, and dedicated services. These include the following:
  - Operation Healthy Streets (OHS) Skid Row. CARE+ services are provided daily, Monday through Friday. This area is divided into zones that receive services once every two weeks on a rotating schedule.
  - Operation Healthy Streets (OHS) Ocean Front Walk in Venice Beach. CARE+ services are provided once per week.
  - Grand Ave/110 Fwy Corridor (Grand Ave). CARE+ services are provided five days per week.
- Citywide CARE+ Services: In each Council District, CARE+ services are provided twice per week and CARE services are provided approximately three times per week. Locations are determined by Council District staff. Note that there may be additional CARE+

### Encampment Engagement, Cleaning, and Resolution

operations in each Council District if there is one or more A Bridge Home Special Enforcement Cleaning Zones or Focused Service Zones.

#### Encampment Resolution

The City uses the following general process for encampment resolution

##### *Selection*

Encampments are identified for potential resolution through several avenues:

1. Council Office priorities
2. Encampments identified by the City's Field Intervention Teams
3. Notification by stakeholders in the community – churches, community organizations, schools, businesses, and residents may identify an encampment

Encampment prioritization is evaluated based on the availability of housing resources and the severity of the encampment.

**Housing availability:** In order to resolve an encampment, the City must ensure there are beds available to match with encampment residents and that service providers have the capacity to provide case management and other services.

**Severity of the encampment:** The City takes several data points into account to evaluate encampments, including data from 311 calls as well as emergency requests for police, fire, or medical service.

##### *Approach to Engagement*

The City's Field Intervention Teams conduct outreach across the City. A large part of this engagement work is to mobilize existing outreach, including:

- Service provider outreach teams
- LAHSA Homeless Engagement Teams (HET)
- Street Medicine engagement teams (if applicable)
- Council Office designated homelessness outreach teams (if applicable)

In preparing for an encampment resolution operation, the Field Intervention Teams work with various outreach teams to collectively engage in case conferencing and coordination to ensure a complete picture of the historical knowledge and context of the

**Encampment Engagement, Cleaning, and Resolution**

area and the people experiencing homelessness (PEH) living there. The teams work to create a unified list so that support is inclusive of the entire footprint of the encampment.

The County's involvement is one of a valued collaborator. The County provides services through its departments, including the Department of Mental Health, the Department of Health Services, and the Department of Public Social Services. They assist with the coordination of multidisciplinary teams to support the wide range of acuity amongst PEH in the encampment. Additionally, when the City prepares to resolve an encampment on adjacent City/County property, the County will activate further County departments that can support the operation.

Service Providers are not only instrumental to effective outreach and engagement, but are also the providers of case management as participants are housed. Prior to an encampment resolution, a contracted provider will activate their outreach and multidisciplinary teams if they have one (not all Service Providers have a multidisciplinary team, which is an important point for County support). Once a participant is in interim housing, service providers are tasked with case management, meal provision, document readiness, and sometimes housing navigation (sometimes additional providers are brought in for this).

City departments, including the Department of Transportation (DOT), Los Angeles Department of Sanitation (LASAN), and the Los Angeles Police Department (LAPD), are also important partners in the successful realization of encampment resolution operations.

DOT provides buses to transport participants from the encampment to their interim housing. They also coordinate parking enforcement to assist with road closures to ensure a safe street for encampment residents and the teams in the field.

LASAN documents voluntary surrender of any belongings not going to the interim housing site, inspects for biohazards, clears all surrendered belongings, and power-washes the area (see CARE/CARE+ section above).

While the City's trauma-informed approach means LAPD is not actively engaging in outreach, LAPD personnel are always fully briefed and on standby in the area to assist in any cases of violence or criminal activity. LAPD acts as a protective layer to ensure the safety of the PEH in the encampments as well as the safety of the teams in the field.

**Encampment Engagement, Cleaning, and Resolution**

*Goals and Milestones*

From December 20, 2022 through September 26, 2023, encampment resolutions have occurred at 26 locations and over 1,600 people have been brought into interim housing from the streets. The City's overarching goal is a Citywide approach, addressing encampments through lenses of equity and need across Council Districts.

General goals for encampment engagement, cleaning, and reduction include:

- Reduce the loss of life of people experiencing homelessness across the City
- Increase access to mental health and substance abuse treatment (provided by County) for those living in encampments
- Eliminate street encampments, including RV encampments
- Promote long term housing stability for people experiencing homelessness
- Enhance the safety and hygiene of neighborhoods for all residents, businesses and neighbors

*Additional Information*

The City continues to work with the federal and state government and apply for homelessness funding (including encampment resolution grants). In addition, the City has been working with LAHSA who has now developed a dashboard and report on Los Angeles City Housing and Homeless Engagement which provides detailed homeless and housing data across the City and by Council District.

# Exhibit E



**From:** [Elizabeth Mitchell](#)  
**To:** [Michele](#)  
**Cc:** [Scott Marcus](#); [Arlene Hoang](#); [David Michaelson](#); [Jessica Mariani](#); [Matthew Umhofer](#); [daniel@conwaystrategies.com](mailto:daniel@conwaystrategies.com); [pwebster@la-alliance.org](mailto:pwebster@la-alliance.org); [mercedes.marquez@lacity.org](mailto:mercedes.marquez@lacity.org)  
**Subject:** LA Alliance - Dispute  
**Date:** Thursday, October 19, 2023 12:40:00 PM  
**Attachments:** [image001.png](#)  
[\[426-1\] FE Stipulated Order re Dismissal.pdf](#)  
[LA Alliance Encampment Engagement Cleaning and Reduction \(10-3-23\) \(002\).pdf](#)

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Dear Michele:

We write to you to notify you of a dispute regarding the City of Los Angeles' violation of the Settlement Agreement (attached at 426-1), Specifically Section 5.2 which requires:

5.2. [After providing the calculation of the Required Number after release of the 2022 PIT count called for by Section 5.1] the City will create plans and develop milestones and deadlines for: (i) the City's creation of shelter and housing solutions to accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH in each Council District as determined by the Required Number; (ii) the City's plan for encampment engagement, cleaning, and reduction in each Council District; (iii) the City's creation of shelter and/or housing to accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH in the City as determined by the Required Number; and (iv) the City's plan for encampment engagement, cleaning, and reduction in the City. The City will provide the plans, milestones and deadlines to Plaintiffs, and the City and Plaintiffs agree to work together in good faith to resolve any concerns or disputes about the plans, milestones, and deadlines, and will consult with the Court for resolution, if necessary. The City will provide a report setting forth the milestones and deadlines. The Parties agree the City will promptly employ its best efforts to comply with established plans, milestones, and deadlines.

Unfortunately, we have never received any milestones and deadlines.

By way of background, earlier this year the Alliance began the meet-and-confer process with the City about their lack of milestones and deadlines, and we were asked to wait until the end of Q3 (October 1, 2023). The reason was because the City put out an RFQ for a list of qualified service/outreach providers, with the intention of hiring service and outreach providers in each district, which were to be fully staffed in each district by July 1. Thereafter the providers would conduct a full assessment of each district and be able to provide that accurate assessment

along with milestones and deadlines by October 1, 2023. Because of the delays caused by 1) the late 2022 PIT count release, 2) the change in administration, and 3) the difficulty with LAHSA, we agreed to this delay because it was a sensible approach and ultimately our goal is to see success, not punishment of the City for the sake of punishment.

However what we ultimately received from the City on October 3, 2023 has no milestones or deadlines. Instead the document contains general descriptions of what the City is currently doing and has done over the last 10 months which is patently insufficient and in violation of the agreement on its face. Please see attached document (as LA Alliance Encampment Engagement Cleaning and Reduction 10-3-23).

The parties met and conferred last Friday, October 16, 2023. The City suggested there may be other documents that they may be able to share under a protective order (which we remain open to), but will not have an answer for me about such documents until next Friday, October 27, 2023. My clients cannot wait until next Friday and have waited long enough. We have exhausted good faith efforts to resolve this dispute and are now at an impasse.

The Agreement provides that the parties will submit the issue to the Court, but the Agreement also provides that the Court may appoint a special master to assist the Court in overseeing and enforcing this Agreement and you have been appointed. Please advise how you would like us to proceed—I suggest first a meeting with you and all parties (or separately), or we could submit it directly on the public docket.

Thank you,  
Liz



**ELIZABETH A. MITCHELL**  
*Partner*

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Office: (213) 394-7979

[www.umklaw.com](http://www.umklaw.com)

Nothing in this communication is intended to convey tax-related advice. This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message. Thank you.

# Exhibit F

**Encampment Engagement, Cleaning, and Resolution Plans & Milestones**

Paragraph 5.2. of the Settlement Agreement requires the City to create plans and develop milestones and deadlines for the City’s plan for encampment engagement, cleaning, and reduction in each Council District and the City.

The parties agree that these milestones should focus on high-level outcomes and accomplishing the collective goal of reducing homelessness on the City’s streets and sidewalks. The milestones are intended to provide plans and deadlines to determine progress in the City’s efforts in reducing the number of encampments and addressing homelessness in general.

**ENGAGEMENT**

The City has a multi-pronged approach to addressing homelessness that focuses on connecting people to services and housing. This approach is centered on moving unsheltered individuals from encampments to interim housing to permanent, stable and supportive housing. The City uses multiple resources in coordination with the County to engage in outreach through Homeless Engagement Teams funded through LAHSA, City Intervention/Outreach teams, multidisciplinary teams, and street medicine teams. This comprehensive approach allows the City to address the needs of people experiencing homelessness in a holistic way.

The City’s overarching goal is a Citywide approach, addressing encampments<sup>1</sup> through lenses of equity and need across Council Districts. Encampment engagement occurs constantly throughout the City. The City will engage with a single encampment for several weeks before it can be resolved. This long engagement period allows service providers to develop relationships and trust with the residents. It also allows the City time to line up all of the necessary services (City, County, private, etc.). As these resources increase, so will the City’s ability to conduct encampment engagement and reduction.

**Homeless Engagement Teams (HETs): General, CARE, and CARE+**

The primary focus of the HETs is to undertake targeted engagement efforts that focus on moving unsheltered residents experiencing homelessness into crisis, bridge and/or permanent housing utilizing a housing-first orientation with minimum eligibility criteria.

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<sup>1</sup> LAHSA considers an “encampment” to be 5 or more PEH and 3 or more shelters (tents, makeshifts, or vehicles) within a 300-foot radius or physical boundaries defined by an encampment resolution effort.

## Encampment Engagement, Cleaning, and Resolution Plans & Milestones

The City currently funds 41 two-person outreach teams through LAHSA:

- 15 teams are focused on supporting CARE+ operations in each Council District;
- 13 teams are dedicated to provide outreach services for CARE citywide;
- 10 teams are deployed to targeted areas identified based on priorities from Council offices, the general public, and service requests from lahop.org; and
- 3 teams are assigned to Hollywood, the area surrounding City Hall, and the Broadway/110 corridor.

### *Homeless Engagement Teams (Operation Healthy Streets)*

Two teams are linked with the CARE+ team in the Skid Row area. The teams consist of three dedicated outreach workers and one additional outreach worker leveraged from a general LAHSA HET outreach team. The team provides outreach services and support as LASAN provides clean ups and regular sanitation services through CARE+ operations. The teams also assist in providing outreach and notification prior to cleaning of a specific area.

### *Skid Row Homeless Engagement Teams*

The Skid Row HETs provide two two-person teams assigned to the Skid Row area for street engagement. Skid Row HETs are displayed within the Skid Row area that include at least one bilingual HET staff member. These additional teams are meant to expand the existing capacity of outreach in the Skid Row area of the C3 and MDT and other outreach efforts happening within the area.

### *Homeless Engagement Team (C3 Partnership)*

The C3 (City + County + Community) is a partnership designed to systematically engage people living on the streets of Skid Row and help them regain their health and housing stability. This outreach team provides street engagement, immediate access to needed resources including but not limited to: interim housing, urgent care, primary care, mental health and substance abuse services, and expenditure linkage to permanent supportive housing services.

### *Roadmap Outreach Teams*

To support the City's Homelessness Roadmap efforts, 15 outreach teams are provided across the City, one per Council District. These teams are focused on encampments and people experiencing homelessness within five hundred (500) feet of all freeway overpasses, underpasses, on-ramps, and off-ramps. These teams work closely with

## Encampment Engagement, Cleaning, and Resolution Plans & Milestones

relevant City partners to prioritize their targeted population for new housing interventions being funded through the City's Homelessness Roadmap. Similar to the Homeless Engagement Teams, the Roadmap Outreach Teams prioritize linking targeted engagement efforts into new and existing Crisis, Bridge and / or Permanent Housing units.

### *City Intervention/Outreach Teams*

In Fiscal Year (FY) 2023-24 the City has funded 13 intervention teams to be trained and deployed in support of encampment resolution. The City's approach is detailed in the "Encampment Resolution" section below.

### *Multi-Disciplinary Teams (MDTs)*

The City currently funds multi-disciplinary teams in six Council districts (one team per Council district). These teams provide specialized outreach that combines medical, mental health, substance abuse, and lived-experience to have a comprehensive, integrated approach to outreach.

### *Street Medicine Program*

The City also funds the USC Street Medicine Program delivers full service primary care on the street, which includes treatment for acute and chronic disease, preventative medicine, treatment for psychiatric conditions, and substance use disorders.

### *Crisis and Incident Response through Community-Led Engagement (CIRCLE)*

CIRCLE is an unarmed 9-1-1 diversion program that deploys trained civilian teams to address non-urgent calls related to individuals experiencing homelessness and follow-up support to connect individuals to services. CIRCLE aims to disrupt the reciprocal relationship between homelessness and the criminal justice system by addressing non-violent incidents related to unhoused individuals and creating positive outcomes through connections to services. The program has five operating areas: Hollywood, Downtown, Venice, Northeast Valley, and South LA. Each area has a 24/7 Response Team that consists of a supervisor and outreach worker with lived experience. The work of the Response Teams in each area is supported by a mental health counselor and an outreach team that conducts follow-up engagement and case management five days a week. CIRCLE teams are equipped with vehicles and supplies, including water, snacks, clothing, and Narcan to reverse opioid overdoses.

## Encampment Engagement, Cleaning, and Resolution Plans & Milestones

### *Vehicle Dwelling Operations*

In response to the lifting of the City's Parking Enforcement Moratorium, the Office of the City Administrative Officer (CAO), along with all relevant partners, worked to create a comprehensive approach to address Vehicle Dwellings and connect people experiencing vehicular homelessness to appropriate resources and to ensure the health and safety of our public streets.

Council offices contact the CAO's Regional Outreach Coordinator (ROC) team with vehicle dwelling priority locations. The ROC will request LADOT, LAPD, WPD, LASAN to assess the vehicles at the location and report back on any violations which may require immediate attention. The ROC schedules a meeting with all partners to discuss the location and determine next steps.

Between May 2022 and September 2023, a total of 167 Vehicle Dwelling Operations have been completed, and 49 persons experiencing homelessness have been housed.

### **CLEANING**

The Comprehensive Cleaning and Rapid Engagement (CARE/CARE+) teams conduct citywide encampment clean-ups along with trash, litter/debris, and health hazard and/or safety hazard removal on the City's public rights-of-way. The primary mission of the CARE and CARE+ teams is to deliver services to the individuals experiencing homelessness within their service areas. These services are deployed in coordination with other supportive outreach services provided by the City. 15 LAHSA HET teams are focused on supporting CARE+ operations for each Council District, and 13 teams are dedicated to provide outreach services for CARE citywide. In addition, two teams are linked with the CARE+ team in the Skid Row area.

The City publishes a daily schedule of CARE and CARE+ cleanings. The City's current milestones for cleaning are to conduct 2 encampment cleanings each week in each Council District (*i.e.* 30 encampment cleanings each week). The City plans to increase that milestone to 5 encampment cleanings each week in each Council District by the end of FY 24-25.

CARE teams seek L.A.M.C. 56.11 compliance and provide spot cleaning services; health hazard and/or safety hazard identification, documentation, and removal; and trash, litter, and debris removal. These teams provide day-to-day maintenance to achieve safe and clean public rights-of-way. CARE+ teams provide full comprehensive cleanings including the identification, documentation, and removal of line-of-sight health

### Encampment Engagement, Cleaning, and Resolution Plans & Milestones

and/or safety hazards; the removal of trash, litter, and debris; and the power washing of public rights-of-way to ensure fully sanitized areas for public safety.

CARE/CARE+ teams are deployed across three main assignments:

- A Bridge Home Special Enforcement Cleaning Zones (ABH SECZs). CARE+ services are provided to each ABH SECZ once per week, and CARE services are provided to each ABH SECZ twice per week.
- Focused Service Zones (FSZ): FSZs are specific high-need regions that require consistent, recurring, and dedicated services. These include the following:
  - Operation Healthy Streets (OHS) Skid Row. CARE+ services are provided daily, Monday through Friday. This area is divided into zones that receive services once every two weeks on a rotating schedule.
  - Operation Healthy Streets (OHS) Ocean Front Walk in Venice Beach. CARE+ services are provided once per week.
  - Grand Ave/110 Fwy Corridor (Grand Ave). CARE+ services are provided five days per week.
- Citywide CARE+ Services: In each Council District, CARE+ services are provided twice per week and CARE services are provided approximately three times per week. Locations are determined by Council District staff. Note that there may be additional CARE+ operations in each Council District if there is one or more A Bridge Home Special Enforcement Cleaning Zones or Focused Service Zones.

### RESOLUTION

The City's overarching goal is a Citywide approach, addressing encampments through lenses of equity and need across Council Districts. The parties recognize the best metric is to view resolutions in six-month periods, because some months may involve more resolutions while other months may be more focused on preparation for resolutions. The City is providing the below milestones for resolutions through the end of 2024. Importantly, the City aims to accomplish more resolutions and, thus, these are meant to be baseline numbers. Before the end of 2024, the City will reevaluate how best to increase the number of resolutions based on available City, County, State, and Federal resources.

For each month during the six month period from January through June 2024, the City aims to resolve at least two tent and makeshift shelter encampments and at least three



### Encampment Engagement, Cleaning, and Resolution Plans & Milestones

RV encampments involving at least 100 individuals. Starting July 1, 2024, and through December 31, 2024, the City aims each month to resolve at least three tent and makeshift shelter encampments and four RV encampments involving at least 150 individuals.

The City uses the following general process for encampment resolution

#### *Selection*

Encampments are identified for potential resolution through several avenues:

1. Council Office priorities
2. Encampments identified by the City's Field Intervention Teams
3. Notification by stakeholders in the community – churches, community organizations, schools, businesses, and residents may identify an encampment

Encampment prioritization is evaluated based on the availability of housing resources and the severity of the encampment.

**Housing availability:** In order to resolve an encampment, the City must ensure there are beds available to match with encampment residents and that service providers have the capacity to provide case management and other services.

**Severity of the encampment:** The City takes several data points into account to evaluate encampments, including data from 311 calls as well as emergency requests for police, fire, or medical service.

#### *Approach to Engagement*

The City's Field Intervention Teams conduct outreach across the City. A large part of this engagement work is to mobilize existing outreach, including:

- Service provider outreach teams
- LAHSA Homeless Engagement Teams (HET)
- Street Medicine engagement teams (if applicable)
- Council Office designated homelessness outreach teams (if applicable)

In preparing for an encampment resolution operation, the Field Intervention Teams work with various outreach teams to collectively engage in case conferencing and coordination to ensure a complete picture of the historical knowledge and context of the

### Encampment Engagement, Cleaning, and Resolution Plans & Milestones

area and the people experiencing homelessness (PEH) living there. The teams work to create a unified list so that support is inclusive of the entire footprint of the encampment.

The County's involvement is one of a valued collaborator. The County provides services through its departments, including the Department of Mental Health, the Department of Health Services, and the Department of Public Social Services. They assist with the coordination of multidisciplinary teams to support the wide range of acuity amongst PEH in the encampment. Additionally, when the City prepares to resolve an encampment on adjacent City/County property, the County will activate further County departments that can support the operation.

Service Providers are not only instrumental to effective outreach and engagement, but are also the providers of case management as participants are housed. Prior to an encampment resolution, a contracted provider will activate their outreach and multidisciplinary teams if they have one (not all Service Providers have a multidisciplinary team, which is an important point for County support). Once a participant is in interim housing, service providers are tasked with case management, meal provision, document readiness, and sometimes housing navigation (sometimes additional providers are brought in for this).

City departments, including the Department of Transportation (DOT), Los Angeles Department of Sanitation (LASAN), and the Los Angeles Police Department (LAPD), are also important partners in the successful realization of encampment resolution operations.

DOT provides buses to transport participants from the encampment to their interim housing. They also coordinate parking enforcement to assist with road closures to ensure a safe street for encampment residents and the teams in the field.

LASAN documents voluntary surrender of any belongings not going to the interim housing site, inspects for biohazards, clears all surrendered belongings, and power-washes the area (see CARE/CARE+ section above).

While the City's trauma-informed approach means LAPD is not actively engaging in outreach, LAPD personnel are always fully briefed and on standby in the area to assist in any cases of violence or criminal activity. LAPD acts as a protective layer to ensure the safety of the PEH in the encampments as well as the safety of the teams in the field.

General goals for encampment engagement, cleaning, and reduction include:

**Encampment Engagement, Cleaning, and Resolution Plans & Milestones**

- Reduce the loss of life of people experiencing homelessness across the City
- Increase access to mental health and substance abuse treatment (provided by County) for those living in encampments
- Eliminate street encampments, including RV encampments
- Promote long term housing stability for people experiencing homelessness
- Enhance the safety and hygiene of neighborhoods for all residents, businesses and neighbors

*Additional Information*

The City continues to work with the federal and state government and apply for homelessness funding (including encampment resolution grants). In addition, the City has been working with LAHSA who has now developed a dashboard and report on Los Angeles City Housing and Homeless Engagement which provides detailed homeless and housing data across the City and by Council District.

# Exhibit G

*LA Alliance v. City of Los Angeles, 2:20-CV-02291-DOC*

**Revised Encampment Reduction Milestones**

I. Introduction

The City of Los Angeles submits this revised encampment reduction milestones to supplement its earlier submission. The City is increasing its commitment to reduce a minimum of 12,000 tents, makeshift shelters, cars, vans, and RVs over the term of the settlement agreement, which is more than twice the 5,328 reductions originally proposed by the LA Alliance. Every six months, the City aims to reduce no less than 1,200 tents, makeshift shelters, cars, vans, and RVs and will work to provide interim shelter for every unsheltered individual, even though the settlement agreement does not obligate the City to provide interim housing. The City's ultimate goal is to provide permanent supportive housing for the unsheltered individuals assisted off the streets. Biannually, the City will provide LA Alliance with the overall number of encampment reductions accomplished from the previous six months citywide and broken down by Council district.

This past year, the City of Los Angeles, under Mayor Karen Bass' leadership, has proven there is a better way to urgently address the homelessness crisis, by applying a citywide focus to offering unsheltered individuals interim shelter, housing, and services, and not relying on district by district approaches or threats of enforcement of criminal laws. Much of the success this past year is attributable to the new Mayor working with the City Council, which itself had changed in significant ways since the settlement was signed. The Mayor and City Council locked arms together and with City partners including the County of Los Angeles and the Los Angeles Homeless Services Authority (LAHSA). The 2023 citywide approach demonstrated that success will come from increased resources applied in close collaboration with the Mayor, City Council, and City partners.

The Mayor signaled the City's pivot away from the district-centric approach to a more equitable and citywide approach on December 12, 2022, when on her first day in office she declared a citywide homelessness emergency. Immediately upon declaring the emergency and throughout 2023, the Mayor, working with the City Council and individual councilmembers, cleared some of the City's most intractable encampments. Thirty four large encampments throughout all 15 Council districts were resolved in 2023.<sup>1</sup> With cooperation among Council districts, interim housing was found even if it was not in the same district where the encampment was located. This citywide approach with cooperation among districts was not typical prior to 2023. Balkanization among the districts made it harder to address the City's homelessness crisis effectively.

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<sup>1</sup> Attached is a map showing the location of the 32 encampment reductions completed as of November 30, 2023, as part of the Mayor's Inside Safe program. They are in every Council district spread across the City, and reflect the collaboration among City Hall stakeholders and the City's partners in tackling the homelessness crisis.

The 2022 settlement agreement included the district by district approach, which allowed individual districts the opportunity to increase enforcement against encampments upon creating shelter or housing for 60% of the district's unsheltered "City Shelter Appropriate" homeless population. For those districts with fewer unsheltered individuals, relatively little shelter or housing would need to be built to achieve the 60% threshold. Moreover, allowing districts that achieve the 60% threshold to increase enforcement against the unsheltered individuals remaining in the district risks pushing those unsheltered individuals into adjacent districts. Unsheltered individuals will likely migrate to districts that have historically borne the brunt of the City's homeless crisis, including Skid Row<sup>2</sup> and districts in South Los Angeles and parts of the San Fernando Valley. These districts have suffered from long established patterns of economic and residential segregation and disinvestment that has led to an overconcentration of considerably large numbers of unsheltered individuals in those communities. Without employing a citywide strategy, the City's current administration is concerned about perpetuating this unequal application of resources and opportunities and exacerbating the City's racial and poverty divides.

The settlement's requirement for the City to break down its citywide encampment reduction by individual districts is a vestige of the district by district approach. The City requests that the LA Alliance give the City's current administration the opportunity to focus on the citywide approach and, therefore, not insist that the City project district by district milestones.

## II. Background

In May of 2022, the Court approved the settlement agreement between the City and the LA Alliance, which included a City obligation to provide milestones and deadlines citywide and for each Council district for: 1. "the creation of shelter and housing"; and 2. "encampment engagement, cleaning, and reduction". The City satisfied the first milestone when it submitted to the LA Alliance last year the five year plan to create 12,915 units of shelter and housing. That first milestone was not disputed. The City submitted the second set of milestones last month, which included a commitment to reduce tent, makeshift shelter, cars and RV encampments that would result in approximately 1,500 unsheltered individuals being helped off the street. LA Alliance objected to the City's encampment reduction milestone claiming it was insufficient and did not break down the number of encampment reductions by each of the 15 Council districts.

In an effort to resolve the dispute, the Court met with both parties on December 14, 2023. Shortly before the Court meeting, the City and Alliance discussed the City committing to reduce 9,800 tents, makeshift shelters, cars and RV over the term of the settlement agreement, but the City continued to express concern with breaking down the number district by district. The Court gave the City until December 29, 2023, to submit its revised milestone for encampment reduction.

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<sup>2</sup> The City is joining the County in creating a Skid Row action plan, another example of how the County and City are working collaboratively and focusing on areas of the City with significant need. The City also purchased the Mayfair hotel, which will provide additional interim housing in the downtown area.

### III. City Increases its Encampment Reduction to 12,000 Unsheltered Individuals

The City's increased milestone to reduce no fewer than 12,000 tents, makeshift shelters, cars, vans, and RVs off public spaces during the term of the settlement agreement more than doubles the 5,300 reductions originally sought by LA Alliance. This should be welcome news to the LA Alliance.

The City will continue to focus encampment reductions based on citywide needs and the needs of the City's unsheltered population. Every six months, the City aims to reduce no less than 1,200 tents, makeshift shelters, cars, vans, and RVs and will work to provide interim housing for every unsheltered individual, even though providing interim shelter is not required under the settlement agreement. Every six months, the City will provide LA Alliance the overall number of encampment reductions accomplished during the previous six months citywide and broken down by Council district.

The City's ultimate goal is to provide permanent supportive and affordable housing for the unsheltered individuals assisted off the streets. To speed up the creation of affordable housing, the Mayor's Executive Directive 1 (ED1) has already accelerated the review of more than 9,000 affordable housing units. ED 1 has cut through red tape at City Hall – what used to take six to nine months to get permits now only takes an average of 45 days. The number of applications to the Department of City Planning with affordable housing units has also increased by 85% compared with 2022, from 6,500 to 12,000 units overall - both ED1 and non-ED1 units. In total, 119 affordable housing projects have qualified for ED1 with the Department of City Planning and 59 project cases have received entitlements (60 are currently under review). In 2024, 27 City-financed supportive housing projects with 1,916 units are expected to open. Although not specific to reducing encampments, the expedited creation of affordable and supportive housing is critical to the City's goal of moving unsheltered individuals from interim to permanent housing.

The City also continues to ensure that HHH funds deliver the results expected and lead to more affordable housing developments. As of December 2023, nearly all HHH funds have been obligated with \$1.12 billion of the \$1.2 billion General Obligation (GO) Bond. There are currently 132 total projects in the HHH pipeline, with 8,714 total units as follows:

- 65 projects with 3,945 units built, open, and offering housing
- 43 projects with 2,908 units under construction
- 24 projects with 1,861 units in predevelopment

### IV. Projections of Encampment Reductions District by District is Not Consistent with the City's Current Approach to Tackle the Homelessness Crisis

Although the LA Alliance should be pleased with the City's commitment to reduce encampments by no less than 12,000 citywide, the City anticipates LA Alliance might still seek to have the City provide encampment reduction projections in each of the 15 Council districts.

The City does not dispute that the settlement agreement requires district by district milestones. But the City's approach to tackling the homelessness crisis has changed dramatically since the settlement agreement was signed. A district by district focus reflected the City's past balkanized approach to addressing homelessness, including some districts relying on the use of criminal enforcement to clear public spaces of encampments. At the time of the settlement, the City wanted the ability for individual Council districts to increase enforcement against encampments in a district that created shelter or housing beds for 60% of the district's unsheltered City Shelter Appropriate homeless population using the 2022 Point in Time (PIT) Count. But such a district by district approach perpetuates the City's old, fractured way of addressing homelessness. It incentivizes Council districts with fewer unsheltered individuals to create just enough shelter and interim housing to reach a 60% threshold. Importantly, this risks a migration of the City's unsheltered population from those districts to districts that historically have borne the weight of the homelessness crisis, including Skid Row and districts in South Los Angeles and parts of the San Fernando Valley. This does nothing to address - and indeed exacerbates - the long history of economic and residential segregation along with disinvestment in certain areas of our city. This has led to an overconcentration of considerably large numbers of unsheltered individuals in those communities. Without a citywide strategy that is less focused on district by district milestones, the current City administration is concerned about perpetuating this unequal application of resources and opportunities to the detriment of certain neighborhoods, particularly those with larger concentrations of racial and ethnic minorities.

#### IV. The City has Followed a Different and More Effective and Equitable Path to Tackle the Homelessness Crisis

Last December - nine months after the settlement agreement was executed - Mayor Bass, on her first day in Office, declared the first of its kind City homelessness emergency and locked arms with the new City Council and other partners, including the County of Los Angeles and LAHSA. This brought a new urgency and collaboration to the homelessness crisis. These stakeholders focused on citywide solutions that moved away from the district-centric approach of the past. This collaboration helped instill goodwill among the stakeholders and brought substantial increases in funding. The new shared commitment allowed the City to break down barriers that in the past made tackling the homelessness crisis less effective. An example of this new approach was the launch of the innovative Inside Safe program, which offered unsheltered individuals living in street encampments throughout the City the opportunity to move inside into interim housing and receive needed services. The first year of the program brought inside over 2,000 unsheltered individuals living in some of the most intractable encampments spread among all of the Council districts. Inside Safe debunked the myth that most unsheltered individuals do not want to leave the streets. The vast majority of unsheltered individuals living in 34 large street encampments came inside in 2023.

Inside Safe showed the promise that lies ahead if the City continues to work collaboratively citywide. As part of Inside Safe, Council districts work with the Mayor and other City partners to identify encampments for resolution. Inside Safe promotes cooperation among Council districts



where, for example, insufficient interim housing is not available in the district where an encampment is located, other districts have helped arrange interim housing in their district. This is an important feature of Inside Safe and a reflection of the City's new citywide approach. It allows the City and its partners to consider multiple factors in the placement decision, including what is best for the individual, the availability of housing, and addressing historic inequities in housing practices in the City.

Therefore, the City urges LA Alliance to join the City in its new approach to tackle the homelessness crisis by embracing the City's commitment to reduce no less than 12,000 individual tents, makeshift shelters, cars, vans, and RVs and to allow the City to depart from its past, inefficient, and often inequitable district by district focus.

# Exhibit H

Time Period	Citywide Milestone Period	Citywide Aggregate Milestone	CD 1	CD 2	CD 3	CD 4	CD 5	CD 6	CD 7	CD 8	CD 9	CD 10	CD 11	CD 12	CD 13	CD 14	CD 15	Total by CD	Aggregate by CD Totals
Jun - Dec 22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jan - Jun 23	800	800	72	32	27	25	22	45	42	38	83	38	48	27	65	182	54	800	800
July - Dec 23	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	1,925
Jan - June 24	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	3,050
July - Dec 24	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	4,175
Jan - June 25	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	5,300
July - Dec 25	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	6,425
Jan - June 26	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	7,550
July - Dec 26	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	8,675
Jan - June 27	1,125	1,125	102	45	38	35	31	63	59	53	116	53	67	38	91	258	76	1,125	9,800
<b>Totals:</b>	<b>9,800</b>	<b>9,800</b>	<b>888</b>	<b>392</b>	<b>331</b>	<b>305</b>	<b>270</b>	<b>549</b>	<b>514</b>	<b>462</b>	<b>1,011</b>	<b>462</b>	<b>584</b>	<b>331</b>	<b>793</b>	<b>2,246</b>	<b>662</b>	<b>9,800</b>	<b>9,800</b>

# Exhibit I



Office of the Los Angeles City Attorney  
Hydee Feldstein Soto

January 10, 2024

Elizabeth A. Mitchell  
UMHOFER, MITCHELL & KING LLP  
767 S. Alameda Street, Suite 270  
Los Angeles, CA 90021

Re: Alliance Milestones and Encampment Reduction

Dear Liz:

This letter responds to your January 8, 2024 letter to David Michaelson, Counsel to Mayor Karen Bass, and Scott Marcus, Chief Assistant City Attorney, concerning the Encampment Reduction Milestones in the Settlement Agreement between your client, Alliance, and the City of Los Angeles.

We were surprised by the tone and content of your letter as it is inconsistent with the 90+ minute meeting hosted by the Mayor last week. As Alliance knows, and was discussed in depth at last week's meeting, the actual work done by the City to reduce encampments citywide has been more successful than any period of time prior to the 2022 settlement agreement being executed. Thousands of our unsheltered neighbors left the streets and came inside. Therefore, even though the City's obligation to provide encampment reduction milestones is late, the actual work in reducing encampments has been ongoing and successful. Of course much more needs to be done and will be done.

The City appreciates your clients' frustration with the length of time it has taken to resolve this issue. However, your recitation of the facts is not entirely accurate, which may account for some of your clients' frustration.

January 10, 2024  
Page 2

For example:

- The confusion over the aggregate number of encampment milestone reductions began when you proposed the number to be 5,327. You then called it a “typo” and ballooned the number to more than double, and ultimately reduced it to 9,782 to account for only City Shelter Appropriate people experiencing homelessness. The discussion that led to the 9,782 number was in the context of the City’s previous proposal of only City-wide milestones, not district-by-district milestones.
- In response to the City’s request for a 3-week extension, Alliance demanded the City agree to: (1) no less than 9,782 encampment reductions over the five years; (2) including district-by-district milestones and deadlines; (3) a meeting with Mayor Bass prior to January 19; and (4) a \$250,000 per week penalty for every week or partial week of delay beyond January 19. The City’s December 26 email expressly declined to accept the conditions and the City timely provided the revised milestones on December 29. In addition, the Mayor met with Alliance on January 4.
- The milestones proposed by the City before January 6 were clearly, if not expressly, City-wide milestones, and therefore did not include any district-by-district milestones. This is consistent with the “citywide approach” that the City had taken on every proposed milestone up until January 6.
- Based on all of the communications listed above, it is clear that the City and Alliance were negotiating towards, but had yet to agree on, a mutually-acceptable set of encampment reduction milestones.

Given the history of the negotiations, Alliance’s reaction to the City’s January 6 proposal is misplaced, because the proposal is exactly as demanded by Alliance: 9,800 reductions over five years with projections in each Council District. Again, the City acknowledges its responsibility for the delays during this negotiation process, but your assertion that Alliance has “no faith” in the City’s ability or willingness to comply with its proposal is illogical given the City agreed to Alliance’s number and district projections, and because of the City’s past year of success doing the actual work to reduce encampments and bring people inside. Indeed, last year the City reduced encampments in greater numbers than ever before.

That said, the City remains committed to resolving this issue, and in that spirit, makes this final proposal:

- The City will agree to reduce 9,800 tents, makeshift shelters, cars, and RVs by June 30, 2026, based on revised district-by-district milestones;
- The City will provide quarterly reporting of district-by-district and City-wide metrics and progress in meeting the milestones.

January 10, 2024  
Page 3

The settlement agreement does not require the City to provide an encampment reduction milestone specific to Skid Row or any other individual encampments. Finally, payment of punitive damages to Alliance is unwarranted. The City will continue to focus its resources on achieving our mutual goals as set forth in the Settlement Agreement.

Please let us know how Alliance would like to proceed.

Sincerely,

*Scott Marcus*

Scott Marcus  
Chief Assistant City Attorney

cc: David Michaelson, Office of the Mayor

# Exhibit J



LA Alliance Milestone Goals																			
Time Period	Citywide Milestone Period	Citywide Aggregate Milestone	CD 1	CD 2	CD 3	CD 4	CD 5	CD 6	CD 7	CD 8	CD 9	CD 10	CD 11	CD 12	CD 13	CD 14	CD 15	Total by CD	Aggregate by CD Totals
July - Dec 22	800	800	71	31	24	24	23	45	42	38	83	40	48	27	66	184	54	800	800
Jan - Jun 23	1,000	1,800	88	38	30	30	29	56	52	47	103	50	60	33	82	235	67	1,000	1,800
July - Dec 23	1,000	2,800	88	38	30	30	29	56	52	47	103	50	60	33	82	235	67	1,000	2,800
Jan - June 24	1,250	4,050	110	48	37	38	37	70	65	59	129	62	75	41	102	293	84	1,250	4,050
July - Dec 24	1,250	5,300	110	48	37	38	37	70	65	59	129	62	75	41	102	293	84	1,250	5,300
Jan - June 25	1,500	6,800	132	57	44	45	44	84	78	70	155	75	90	50	123	352	101	1,500	6,800
July - Dec 25	1,500	8,300	132	57	44	45	44	84	78	70	155	75	90	50	123	352	101	1,500	8,300
Jan - June 26	1,500	9,800	132	57	44	45	44	84	78	70	155	75	90	50	123	352	101	1,500	9,800
<b>Totals:</b>	<b>9,800</b>	<b>9,800</b>	<b>863</b>	<b>374</b>	<b>290</b>	<b>295</b>	<b>287</b>	<b>549</b>	<b>510</b>	<b>460</b>	<b>1,012</b>	<b>489</b>	<b>588</b>	<b>325</b>	<b>803</b>	<b>2,296</b>	<b>659</b>	<b>9,800</b>	<b>9,800</b>

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12 CENTRAL DISTRICT OF CALIFORNIA

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

15 Plaintiffs,

16 v.

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

18 Defendants.

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

Assigned to Judge David O. Carter

**REPLY ISO MOTION FOR ORDER  
RE: SETTLEMENT AGREEMENT  
COMPLIANCE AND SANCTIONS**

Before: Hon. David O. Carter  
Courtroom: 10A  
Hearing Date: March 4, 2024  
Hearing Time: 8:30 p.m.

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1 **I. INTRODUCTION**

2 The City’s opposition does not dispute the facts set forth in the motion for  
3 sanctions. Those facts prove that the City (i) ignored its obligations under the  
4 settlement agreement in this case; (ii) failed to create the beds it said it would; and (iii)  
5 overstated its success in bringing unsheltered individuals inside. Those facts alone are  
6 enough to warrant serious sanctions.

7 But the City has also done something in its opposition that underscores the need  
8 for sanctions: it has taken the extraordinary position that it doesn’t have to comply at  
9 all with its bed and encampment reduction milestones and deadlines. This is not  
10 hyperbole—it is what the City says: “The City did not agree—and the SA does not  
11 require the City—to meet any interim plan, milestones or deadline; they are goals and  
12 targets the City hopes to achieve on an interim basis.” (Opp’n 13:5–7, ECF No. 669 .)  
13 This is (i) a willful misreading of the Settlement Agreement, and (ii) an indication that  
14 the City intends to avoid accountability for the remainder of the agreement’s term.

15 The facts are simple:

- 16 • The City failed to provide any plans for encampment engagement, cleaning,  
17 and reduction until October 3, 2023, nearly 16 months after the Court  
18 approved the Settlement Agreement.
- 19 • The City failed to provide any encampment-related milestones or deadlines at  
20 all until November 29, 2023.
- 21 • The City failed to provide any district-specific plans, pursuant to 5.2(ii) on  
22 January 31, 2024 . . . 447 days after it first acknowledged the obligation to do  
23 so.
- 24 • The City has failed to meet its to-date bed goals and targets by 2,380 beds.
- 25 • The claimed 21,694 brought inside through the efforts of the City isn’t  
26 actually attributable to this administration at all; had the City instead done  
27 what it was supposed to do, five times the number of human beings would  
28 have been helped off the street.

1           Should the Court fail to impose serious sanctions on the City for its willful  
2 failure to meet its obligations under the Settlement Agreement, particularly considering  
3 the City’s belief that the agreement is not enforceable, it will render the agreement  
4 worthless.

5 **II. THE CITY WILLFULLY VIOLATED THE SETTLEMENT**  
6 **AGREEMENT FOR 447 DAYS**

7           The City does not dispute that Section 5.2(ii) of the Settlement Agreement  
8 (“SA”)<sup>1</sup> requires the City to create plans, milestones, and deadlines for “encampment  
9 engagement, cleaning, and reduction in each Council District.”<sup>2</sup> Nor does the City  
10 dispute that it failed to provide fully-compliant district-specific plans until January 31,  
11 2024. (Opp’n 5:15–18.)

12           Yet the City claims it was still in full compliance with the SA because: (i) the  
13 word “thereafter” provides no effective deadline (*Id.* at 4), (ii) the City has been  
14 meeting and conferring in good faith for 14 months, (*Id.* at 10) (iii) it doesn’t have to  
15 comply with milestones anyway (*Id.* at 12–13), and (iv) it substantially complied, even  
16 if it didn’t fully comply (*Id.* at 11.)

17           None of these limp excuses withstand even the most basic level of scrutiny.  
18

19 \_\_\_\_\_  
20 <sup>1</sup> The Settlement Agreement was incorporated into the Court’s order for  
21 dismissal under *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375  
(1994) and thus has many markings of a consent decree. *See United States v. State of*  
*Or.*, 913 F.2d 576, 580 (9th Cir. 1990).

22 <sup>2</sup> This was a crucial aspect of the Settlement Agreement for Plaintiffs who  
23 wanted to make sure that not only beds were built, but that they were used to move  
24 people out of encampments and into healthier, safer living conditions. (Stipulated  
25 Order re Dismissal, Ex. 1, Settlement Agreement (hereinafter “Settlement  
26 Agreement”) § 5.2(ii), ECF No. 421-1; Order Approving Settlement, ECF No. 445.)  
27 Intervenor’s Opposition (to the extent they even have standing to do so as non-  
28 parties to the Agreement, which the Alliance does not concede) pushes for a  
semantics-interpretation to the Settlement Agreement which neither party advocates  
for and for good reason: it does not reflect the intention of the parties who actually  
negotiated and entered into the Agreement. Should the Court find Intervenor’s  
standing to object despite not being a party to this Agreement, and should the Court  
entertain such an argument despite neither party’s understanding thereof at the time of  
agreement, the Alliance requests an opportunity to respond separately to this misplaced  
argument.

1           **A. “Thereafter” Is Not Infinite.**

2           The City committed to providing plans, deadlines, and milestones once its  
3 calculation of the Required Number was complete. (Settlement Agreement § 5.2.) The  
4 Required Number was provided on October 6, 2022, and the shelter and housing  
5 solutions plan was provided to Plaintiffs on November 11, 2022 “Pursuant to  
6 Paragraph 5.2 of our Settlement Agreement” (Declaration of Elizabeth A. Mitchell ISO  
7 Reply (“Mitchell Reply Decl.”) Ex. K at 3, Email from S. Marcus to E. Mitchell, dated  
8 Nov. 11, 2022), demonstrating that at least by November 11, 2022 the City recognized  
9 it had an obligation to produce its required commitments.

10           The City attempts to evade this reality by claiming “[t]here is no deadline by  
11 which the milestones under Section 5.2 had to be developed or delivered[.]” (Opp’n  
12 2:1–4.) Under this theory, the City could avoid all obligations under the agreement  
13 until an infinite thereafter, which would deprive Plaintiffs the benefit of a bargain  
14 negotiated through dozens of hearings, settlement conferences, and mediations with  
15 the assistance of this Court, District Court Judge Andre Birotte, and Special Master  
16 Michele Martinez. Plaintiffs never anticipated that the City could forever evade the  
17 obligations to which it committed in the Settlement Agreement, and it is likely none of  
18 the participants in this litigation thought so either (with the possible exception of the  
19 City). The City’s “thereafter” theory is also belied by the City’s own representations  
20 and discussions, which morphed as months went on:

- 21           - 2/14/23: City claimed it had no obligation to provide any encampment-  
22 related commitments under Section 5.2 (Mitchell Reply Decl. Ex. L, Email  
23 from S. Marcus to E. Mitchell, dated Feb. 14, 2023.)  
24           - 3/8/23 – 3/15/23: City requested an extension from the Alliance to provide  
25 the encampment-related commitments (tacitly recognizing a date certain by  
26 which it was supposed to have been done.) (Mitchell Reply Decl. Exs. M  
27 and N, Emails, dated Mar. 28, 2023 and May 8, 2023.)  
28

- 1 - 10/3/23: City provided a “plan” of sorts related to encampment engagement,  
2 cleaning, and reduction but wholly devoid of milestones or deadlines,  
3 apparently again claiming zero obligation to provide the requisite metrics.  
4 (Mitchell Decl. ISO Mot. Ex. D, ECF No. 668-1.)
- 5 - 10/03/23-01/31/24: City engaged in series of negotiations, not just on the  
6 numbers but to convince the Alliance to centralize decision-making  
7 authority and disregard Section 5.2(ii) which required commitments in each  
8 district—all without conferring with its legislative body first. (Mitchell Decl.  
9 ¶¶ 6-20, ECF No. 668-1.)

10 This series of pivots is not the conduct of an entity taking its time because there  
11 is no deadline built into an agreement, but the behavior of an organization shifting  
12 tactics to avoid complying with its obligations and the built-in oversight and  
13 accountability attendant to those obligations. The Settlement Agreement certainly  
14 affords the City flexibility in how it complies with the milestones and deadlines (i.e. it  
15 may choose different bed options as appropriate), but it provides no discretion in  
16 whether it provides milestones and deadlines in the first place—or whether it meets  
17 those milestones and deadlines. (Settlement Agreement § 5.2.)

18 The Alliance specifically negotiated away its right to bring this issue to the  
19 Court in early 2023 in exchange for the City’s full evaluation of encampments in each  
20 district and provision of the requisite metrics no later than October 1. (Mitchell Reply  
21 Decl. Exs. M and N.) The City had no right, and retained no discretion, to “shift[]  
22 gears” away from compliance with the Settlement Agreement (Opp’n 10:17–19)  
23 without Alliance or Court consent. And the City’s claim that it was fully accountable  
24 despite its noncompliance falls flat: each of the reports filed in this case pursuant to the  
25 SA report only on bed metrics but zero encampment metrics.

26 Ultimately, the City’s claim that there was no breach of the Settlement  
27 Agreement because there was no deadline associated with Section 5.2(ii) and (iv)  
28 reflects the failure of the City’s leadership: the City didn’t provide plans because it



1 didn't have any. So it swayed from tactic to tactic to avoid accountability, and then  
2 only came into compliance under threat of exposure and sanctions. This is why  
3 sanctions are necessary—to ensure the City does not continue to undermine the  
4 Settlement Agreement in the manner it has for the last 14 months.

5 **B. The City Engaged in Bad Faith Negotiations, Misled Plaintiffs, and**  
6 **Actively Prevented Court Oversight and Accountability.**

7 Nearly two years—40% of the five-year SA term—have passed since the City  
8 and Plaintiffs entered into the SA, and there has been no encampment-related reporting  
9 by the City during that time. As the City grappled with internal politics and self-  
10 inflicted policy shifts, encampments cropped up throughout Los Angeles—largely in  
11 the poorer areas as they shrank in wealthier ones. Throughout this time, the City has  
12 avoided its encampment-reduction obligations contained in the Settlement Agreement:  
13 first claiming it had no obligation (Mitchell Reply Decl. Ex. L), then promising it  
14 would fulfill its obligation over a period of time (Cite old exhibits E, F.), then breaking  
15 that promise (Mitchell Decl. ¶¶ 8-9, Ex. D, ECF No. 668-1), then attempting to coerce  
16 the Alliance into either accepting reduced metrics or shifting political power away  
17 from the councilmembers to the administration (Mitchell Decl. ¶¶ 6-20, ECF No. 668-  
18 1.) And as the encampments grew, bed production dropped, and the Alliance was  
19 denied the beds, encampment reductions, and accountability it bargained for.

20 While settlement agreements are typically treated as contracts for the purpose of  
21 evaluating whether a party breached the agreement, this settlement agreement is closer  
22 to a consent decree because the court incorporated the agreement's terms as part of its  
23 dismissal order under *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S.  
24 375 (1994). *See, e.g. United States v. State of Or.*, 913 F.2d 576, 580 (9th Cir. 1990)  
25 (“A consent decree is ‘essentially a settlement agreement subject to continued judicial  
26 policing.’”) (citation omitted). Thus, the agreement bears some attributes of a  
27 judgment entered after litigation due to its enforceability as a judicial decree. *Local No.*  
28 *93, Int’l Ass’n of Firefighters, AFL-CIO C.L.C. v. City of Cleveland*, 478 U.S. 501, 519

1 (1986) (“[C]onsent decrees ‘have attributes both of contracts and of judicial decrees,’ a  
2 dual character that has resulted in different treatment for different purposes. The  
3 question is not whether we can label a consent decree as a ‘contract’ or a ‘judgment,’  
4 for we can do both.”) (citations omitted). Article III courts have inherent authority to  
5 modify and enforce their own orders. *In re Suchy*, 786 F.2d 900, 902–03 (9th Cir.  
6 1985) (“[I]t is well settled that a court has inherent power to enforce summarily a  
7 settlement agreement involving an action pending before it.”); *Stone v. City & County*  
8 *of San Francisco*, 968 F.2d 850, 864–65 (9th Cir. 1992) (monetary sanctions  
9 appropriate where City failed to take reasonable steps to comply with a consent  
10 decree).

11 Both consent decrees and settlement agreements are governed by contract theory  
12 for enforcement purposes. *Jeff D. v. Andrus*, 899 F.2d 753, 759 (9th Cir. 1989) (“[t]he  
13 construction and enforcement of settlement agreements are governed by principles of  
14 local law which apply to interpretation of contracts generally.”); *United States v.*  
15 *Asarco, Inc.*, 430 F.3d 972, 980 (2005) (“*Without question courts treat consent decrees*  
16 *as contracts for enforcement purposes.*”) (emphasis in original). Under California law,  
17 “the breaching party is . . . responsible to give the nonbreaching party the benefit of the  
18 bargain to the extent the specific breach deprived that party of its bargain.” *Postal*  
19 *Instant Press, Inc. v. Sealy*, 43 Cal. App. 4th 1704, 1709 (1996); *see also New W.*  
20 *Charter Middle Sch. v. L.A. Unified Sch. Dist.*, 187 Cal. App. 4th 831, 844 (2010)  
21 (“Contract damages compensate a plaintiff for its lost expectation interest. This is  
22 described as the benefit of the bargain that full performance would have brought.”).

23 The Alliance, for well over a year, has lost the three key benefits it bargained  
24 for: (i) creating new beds for those experiencing homelessness; (ii) getting people off  
25 the streets and into those beds; and (iii) judicial enforcement of those efforts. Because  
26 of the City’s delay tactics, the Alliance was prevented from holding the City  
27 accountable in court for failing to meet its bed milestones and for the lack of  
28 encampment reduction.

1           Moreover, the Alliance lost the benefit of the bargain when it negotiated away  
2 its right to immediately bring the City’s noncompliance to the Court’s attention in  
3 early 2023 in exchange for the City’s promise to employ a designated service provider  
4 in each district to evaluate the unhoused population and produce data-driven  
5 commitments per district which the City promptly violated. That March 2023 promise  
6 was itself an enforceable contract that was then breached by the City.<sup>3</sup> The City had  
7 no right to “shift[] gears” unilaterally and did not “retain[] full discretion over how [the  
8 City] would meet the requirements of the SA” because it negotiated away any alleged  
9 right when it entered into the March, 2023 agreement. (Opp’n 10:17–19; 10:24–11:1.)

10           Because both the Settlement Agreement and the March 2023 agreement required  
11 specific performance by the City, there is no explicit monetary damage amount which  
12 could fully compensate Plaintiff for its “lost expectation interest.” *New W. Charter*  
13 *Middle Sch.*, 187 Cal. App. 4th at 844. Without a time machine, there is no way for the  
14 Alliance to recoup the lost benefit of the bargain in terms of human lives impacted by  
15 the lost year of action and accountability. The Alliance has no recourse other than  
16 monetary sanctions for the multiple breaches and bad faith negotiation tactics over the  
17 last year to address the City’s past misconduct, deter future misconduct, and ensure  
18 that the Settlement Agreement retains vitality for its duration. Without sanctions, the  
19 City can and will continue to violate the agreement with impunity. See Section XX  
20 *infra.*)  
21  
22

---

23           <sup>3</sup> The Settlement Agreement specifically provides for the possibility of  
24 modification of the agreement: “Any alteration, change, or modification of or to this  
25 Agreement shall be made by written instrument executed by each party hereto in order  
26 to become effective.” (Settlement Agreement SA § 18.)

27           In March, 2023, the City made an oral offer (for full district evaluation with  
28 thoughtful, data-driven metrics) which was reduced to writing and accepted by the  
Alliance. When the Alliance requested a written confirmation of the City’s agreement,  
counsel for the City confirmed: “I think these emails suffice to memorialize our  
understanding and agreement. . . . I don’t think we need to file anything with Judge  
Carter if we all agree on the plan.” (Mitchell Reply Decl. Ex. N, at 1.) Thus, the  
agreement was made in writing, and each party, through its respective attorneys,  
agreed.

1           **C. City Disregarded, and Still Disregards, Clear Mandates in the SA.**

2           The City’s remarkable claim it has no obligation to meet the milestones and  
3 deadlines under Section 5.2 demonstrates exactly why Court-imposed sanctions are  
4 necessary. Without a firm judicial hand holding the City accountable for meeting its  
5 targets, the City will continue down its decades-long path of failure on on this issue.

6           The language of the City’s opposition and Settlement Agreement stand in stark  
7 contrast to each other:

- 8           - Opposition: “The City did not agree—and the SA does not require the  
9 City—to meet any interim plan, milestones or deadline; they are goals and  
10 targets the City *hopes to achieve on an interim basis.*” (Opp’n 13:5–7  
11 (emphasis added).)
- 12           - Settlement Agreement: “The Parties agree the City will promptly employ its  
13 best efforts to comply with established plans, milestones, and deadlines.”  
14 (Settlement Agreement § 5.2 at 8:27–28.)

15           Clearly the City—as one of “The Parties”—*did* agree to do everything it could  
16 to actually meet its plans, milestones, and deadlines. That the City is now dismissing  
17 its legal obligations as mere “hopes” alarmingly foreshadows future non-compliance  
18 by demonstrating what the City believes the Settlement Agreement requires it to do:  
19 nothing. In the City’s view, it didn’t have to produce any metrics at all within any time  
20 frame whatsoever, and even if it did, has no obligation to stick to those metrics. In  
21 other words, the City’s commitments are meaningless absent sanctions forcing it to  
22 comply.

23           **D. City Has Not Substantially Complied With the Terms of the**  
24           **Settlement Agreement.**

25           The City’s obligations under the Settlement Agreement can be distilled into  
26 three discreet but inter-related categories: (i) creation or establishment of homeless  
27 beds, (ii) encampment resolution to move people from the streets into those beds, and  
28 (iii) accountability and oversight to ensure transparency and compliance. (Settlement

1 Agreement § 5.2; *see also* Recitals at 2:10–15 “[T]he purpose of this Agreement is to  
2 substantially increase the number of housing and shelter opportunities in the City of  
3 Los Angeles, and to address the needs of everyone who shares public spaces and rights  
4 of way in the City of Los Angeles, including both housed and unhoused  
5 Angelenos[.]”.)

6 “Without question courts treat consent decrees as contracts’ . . . that have ‘the  
7 additional element of judicial approbation.’” *Rouser v. White*, 825 F.3d 1076, 1081  
8 (9th Cir. 2016) (citation omitted). The City claims it is in “substantial compliance”  
9 with the agreement because it claims to have engaged in several homelessness-related  
10 efforts. But even if the Settlement Agreement could be satisfied by “substantial”  
11 rather than actual compliance, merely trying hard on homelessness is not “substantial  
12 compliance” with the Settlement Agreement. To be in compliance with this  
13 Agreement, “each of [the City’s distinct obligations] must be satisfied” and “merely  
14 taking significant steps towards compliance comes nowhere near satisfying this  
15 exacting standard.” *Id.* at 1081–82. Minor deviations are permitted so long as the  
16 deviation is “unintentional and so minor or trivial as not ‘substantially to defeat the  
17 object which the parties intend to accomplish.’” *Id.* at 1082 (citations omitted); *Ashker*  
18 *v. Newsom*, 968 F.3d 939, 946 (9th Cir. 2020) (same).

19 The City cannot reasonably claim substantial compliance when (i) it has only  
20 met 54% of its bed milestones to date and (ii) it neither committed to encampment  
21 reduction metrics nor reported on any encampment resolutions since the Settlement  
22 Agreement was entered, avoiding accountability on both. In evaluating the three inter-  
23 related goals of the Settlement Agreement (beds, encampment reduction,  
24 accountability), the City stands in violation of every single one.

1 **III. PLAINTIFFS, THIS COURT, AND THE CITY LOST MORE THAN A**  
2 **YEAR OF ACCOUNTABILITY UNDER THE SETTLEMENT**  
3 **AGREEMENT**

4 Defendant City downplays its 447-day failure by claiming it has done significant  
5 work outside the Settlement Agreement and reported its efforts both publicly (through  
6 reports to the City Council) and privately through its reports filed in this case. But  
7 those reports only underscore the problem: the City’s numbers are misleading, and  
8 none offer true comparisons to each other or to the metrics required to be reported  
9 through this case.

10 *First*, as referenced in the moving papers, the public reporting coming out of  
11 City Hall is untrustworthy, as demonstrated by the City’s claim that it brought 21,694  
12 people into interim housing in 2023 when that number not only represented double-  
13 and triple-counting but also took credit for things the City had nothing to do with.  
14 (Mot. at 12, ECF No. 668.) In its Inside Safe reporting, the City disclosed paying for  
15 210,187 “hotel nights” which reflects an average of less than 500 rooms leased overall  
16 (approximately 493, on average, since the inception of the program). (Opp’n Ex. 1,  
17 ECF No. 669-2.) Compare that with the 2,380-bed deficit in this case. (Mot at 11.)  
18 Had the City focused its resources on its legal commitments, it could have removed  
19 five times the number of people from the street.

20 *Second*, the City has never submitted any encampment-related metrics as part of  
21 its reporting in this case, leaving the Plaintiffs and the Court with no means to  
22 distinguish between success and failure as it relates to this Agreement. And to the  
23 extent the Inside Safe metrics reported to City Council, and submitted with the City’s  
24 opposition, purport to demonstrate transparency, the reports are devoid of any factual  
25 details which could be separately evaluated.<sup>4</sup>

26  
27 \_\_\_\_\_  
28 <sup>4</sup> The City is well-aware of the need for specific accountability, not only from the multitude of briefings in this case but from the Court’s own comments during the first hearing on the Plaintiffs/County Agreement:

1           *Third*, the insinuation that Special Master Michele Martinez’s role as monitor  
2 over the City/Plaintiff agreement negates the City’s obligation to provide transparency  
3 to the Alliance backfires: to the Alliance’s knowledge, Special Master Martinez has  
4 been excluded or at least not informed about most of the encampment resolution  
5 efforts throughout the City until long afterwards, if at all. Regardless, without the  
6 information being transmitted to the Alliance either through the City’s quarterly  
7 reporting obligations or reports drafted by the Special Master, the Alliance has no  
8 ability to track progress of its own agreement.

9           This appears to be the point: The City avoided committing to any metrics for  
10 over a year in order to claim “success” in whatever happened without anyone able to  
11 evaluate true success or failure of the new administration’s efforts.

12 **IV. THIS COURT MUST ORDER CITY TO COMPLY WITH TERMS OF**  
13 **SETTLEMENT AGREEMENT**

14 **A. The Requested Sanctions are Warranted.**

15           Monetary sanctions are the only meaningful, proportional consequence available  
16 to address the City’s past noncompliance with the Settlement Agreement and ensure  
17 future compliance. The need is particularly acute after the City’s Opposition laid bare  
18 its belief it is under no obligation to meet any milestones and deadlines at all, despite  
19 its explicit agreement to the contrary in the SA. Without a strong consequence for the  
20 City’s obstinate refusal to comply due to its administration’s divergent focus, neither  
21 the City nor the County—which is certainly watching this dispute with interest—will  
22

---

23           And finally, I want to turn back to you, Scott [Marcus]. In the  
24 City settlement, there’s accountability. You created a monitoring  
25 provision. It didn’t leave the Court at the whim of not being able to  
26 check either the good faith accuracy or just the accuracy by having a  
27 monitor. [That] gave me the confidence that I could spot check, et  
28 cetera, and know that those numbers were credible. I took that as a  
tremendous breakthrough in terms of the trust between us because there  
it seems that you were not only giving the Court the power to monitor  
but you were absolutely accepting accountability, and that’s what I—  
what I perceived for so long was missing in all of these aspirational  
promises that were being made to the public and to the Court.  
(Hr’g Tr. 16:22–17:8, Nov. 14, 2022, ECF No. 505.)

1 have any cause to comply with the further significant commitments made in the two  
2 agreements moving forward.

3 The litany of errors which led to this motion demonstrates the need for not only  
4 monetary sanctions to ensure future compliance but also the need to pivot to a more  
5 hands-on approach by both the Alliance and the Court, neither of which can sit idly by  
6 hoping the City finally gets it right. The orders requested by the Alliance are directly  
7 tied to problems and failures raised herein:

- 8 - Quarterly written reports by both monitors of the City and County  
9 Agreements provide more transparency to the parties and to the community  
10 about success and failure under the Settlement Agreements. City and  
11 County monitors, as neutral arms of the court, have more access to  
12 information than Plaintiffs who largely must rely on reports filed in court  
13 and anecdotal stories.
- 14 - Monthly reporting to the City Council on progress ensures the Council—the  
15 legislative body of the City which was wholly left out of these negotiations  
16 for the last 15 months—will be active participants in meeting each district’s  
17 goals for both shelter and encampment resolution.
- 18 - Assignment of a Deputy City Attorney without supervisory duties to  
19 oversee compliance of the SA safeguards against the long delays of  
20 communication due to an overly-impacted supervisor schedule. This  
21 suggestion is taken directly from the City’s experience in managing the  
22 LAPD/DOJ consent decree in 2001 wherein a single Deputy City Attorney  
23 was assigned exclusively to ensuring compliance with the consent decree,  
24 including all projects taken pursuant thereto.
- 25 - Encampment resolution plans for Highland Park and Skid Row address the  
26 disparity in resolutions between wealthier communities and those who have  
27 been ignored during the last year of unaccountability. This lawsuit stemmed  
28 from disputes surrounding Skid Row, many Plaintiffs still live or operate



1 businesses in Skid Row, and there is no plan at all to address the devastation  
2 to that neighborhood. Instead, the City appears committed to maintaining  
3 the status quo in these areas.

4 While the City eventually (after 447 days) did come into compliance with  
5 Section 5.2(ii) and (iv), it did so *only because* the Alliance informed the City it was  
6 proceeding on this motion, and then when the City scrambled to finally get the issue in  
7 front of Council, the Alliance in good faith agreed to wait to bring this motion until  
8 after Council had an opportunity to vote on the numbers.<sup>5</sup> The fact that the City finally  
9 cured its non-compliance does not solve the need for sanctions as consequence for 447  
10 days of non-compliance and deterrent against non-compliance with the terms of the  
11 Settlement Agreement.

12 **V. CONCLUSION**

13 The City’s opposition is an unfortunate canary in the coal mine of this case. It is  
14 now clear that the City believes it is not accountable under the Settlement Agreement  
15 and need not comply with its terms. Only sanctions for noncompliance can restore  
16 accountability and vitality to the Settlement Agreement and ensure that it makes the  
17 difference it was intended to make for those suffering on the streets and sidewalks, and  
18 the citizens of Los Angeles.

19 //

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22 \_\_\_\_\_  
23 <sup>5</sup> That City Council hadn’t been informed, much less approved, of the  
24 negotiations between the parties and the numbers that were being offered is further  
25 demonstration of bad faith by the part of the City that *was* negotiating. The numbers  
26 were not based on any realistic evaluation of the districts or produced in consultation  
27 with the legislative member elected to represent the district. The frustration by the  
28 Council about being kept in the dark is, to Plaintiff’s knowledge, accurately portrayed  
in the recent LA Times article covering this issue: Doug Smith, *L.A. should pay \$6.4  
million for slow action on cleaning homeless camps, judge is told*, Los Angeles Times  
(Feb. 14, 2024, 6:18 PM), <https://www.latimes.com/california/story/2024-02-09/l-a-should-pay-6-3-million-for-foot-dragging-agreement-to-clean-homeless-camps-a-federal-judge-is-told#:~:text=Alleging%20more%20than%20a%20year,to%20clean%20up%20homeless%20camps>.

1 Dated: February 22, 2024

Respectfully submitted,

2 /s/ Elizabeth A. Mitchell

3 UMHOFER, MITCHELL & KING, LLP

4 Matthew Donald Umhofer

Elizabeth A. Mitchell

5 *Attorneys for Plaintiffs*

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1 UMHOFFER, 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  
6 Telephone: (213) 394-7979  
7 Facsimile: (213) 529-1027  
8 mumhofer@umklaw.com  
9 emitchell@umklaw.com

10 *Attorneys for Plaintiffs*

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

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

15 Plaintiffs,

16 v.

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

18 Defendants.

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

Assigned to Judge David O. Carter

**DECLARATION OF ELIZABETH  
A. MITCHELL IN SUPPORT OF  
PLAINTIFFS' REPLY IN SUPPORT  
OF MOTION FOR ORDER RE  
SETTLEMENT AGREEMENT  
COMPLIANCE AND SANCTIONS**

Before: Hon. David O. Carter  
Courtroom: 10A  
Hearing Date: March 4, 2024  
Hearing Time: 8:30 p.m.

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

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

8 2. Attached hereto as **Exhibit K** is a true and accurate copy of an email from  
9 E. Mitchell to S. Marcus, dated January 30, 2023.

10 3. Attached hereto as **Exhibit L** is a true and accurate copy of an email from  
11 S. Marcus to E. Mitchell, dated February 14, 2023.

12 4. Attached hereto as **Exhibit M** is a true and accurate copy of an email  
13 from E. Mitchell to S. Marcus, et al., dated March 28, 2023.

14 5. Attached hereto as **Exhibit N** is a true and accurate copy of an email from  
15 S. Marcus to E. Mitchell, dated May 8, 2023.

16 6. Attached hereto as **Exhibit O** is a true and accurate copy of a timeline of  
17 meet-and-confer efforts after the consummation of the Settlement Agreement on May  
18 19, 2022, to present regarding this issue.

19 7. After receiving the January 6, 2024 numbers from the City, the Alliance  
20 began vetting those numbers through various council districts, at which point the  
21 Alliance learned the districts had not been informed about any of the administration’s  
22 activities in this regard. The numbers were not based on any realistic evaluation of the  
23 districts or produced in consultation with the legislative member elected to represent  
24 the district. The frustration by the Council about being kept in the dark is, to  
25 Plaintiff’s knowledge, accurately portrayed in the recent LA Times article covering  
26 this issue: Doug Smith, *L.A. should pay \$6.4 million for slow action on cleaning*  
27 *homeless camps, judge is told*, Los Angeles Times (Feb. 14, 2024, 6:18 PM),  
28 <https://www.latimes.com/california/story/2024-02-09/l-a-should-pay-6-3-million-for->

1 [foot-dragging-agreement-to-clean-homeless-camps-a-federal-judge-is-](#)  
2 [told#:~:text=Alleging%20more%20than%20a%20year,to%20clean%20up%20homeles](#)  
3 [s%20camps.](#)

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

7

8 Executed on February 22, 2024 at Los Angeles, California.

9

10 /s/ Elizabeth A. Mitchell  
Elizabeth A. Mitchell

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# Exhibit K

**From:** [Elizabeth A. Mitchell](#)  
**To:** [Scott Marcus](#)  
**Cc:** [Matthew Umhofer](#); [Jessica Mariani](#); [Arlene Hoang](#)  
**Subject:** RE: LA Alliance Milestones  
**Date:** Monday, January 30, 2023 10:45:00 AM

---

Hi Scott,

I'm circling back to this.

Per the City Agreement on Paragraph 5.2, the City would:

“create plans and develop milestones and deadlines for (i) the City’s creation of shelter and housing solutions to accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH in each Council District as determined by the Required Number; (ii) the City’s plan for encampment engagement, cleaning, and reduction in each Council District; (iii) the City’s creation of shelter and/or housing to accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH in the City as determined by the Required Number; and (iv) the City’s plan for encampment engagement, cleaning, and reduction in the City. The City will provide the plans, milestones and deadlines to Plaintiffs, and the City and Plaintiffs agree to work together in good faith to resolve any concerns or disputes about the plans, milestones, and deadlines, and will consult with the Court for resolution, if necessary.

On November 11 we received from you what appears to be the plan for (i) and (iii) without reference to (ii) and (iv). Does the City intend to create a plan under (ii) and (iv)? Additionally, Mayor Bass confirmed her prior commitment for 17,000 beds in 12 months. Please send over an updated version which includes the 12-month plan for (i) and (iii) as well as the encampment engagement, cleaning, and reduction under (ii) and (iv) if you have it. If no plan has been developed or will be developed, please let me know so we can start the process of bringing it to the Court’s attention.

Finally, please note the new email addresses for Matt ([matthew@umklaw.com](mailto:matthew@umklaw.com)) and myself ([elizabeth@umklaw.com](mailto:elizabeth@umklaw.com)).

Thanks,  
Liz

---

**From:** Elizabeth A. Mitchell  
**Sent:** Tuesday, November 22, 2022 1:10 PM  
**To:** Scott Marcus <[Scott.Marcus@lacity.org](mailto:Scott.Marcus@lacity.org)>  
**Cc:** Matthew Umhofer <[matthew@spertuslaw.com](mailto:matthew@spertuslaw.com)>; Jessica Mariani <[jessica.mariani@lacity.org](mailto:jessica.mariani@lacity.org)>; Arlene Hoang <[arlene.hoang@lacity.org](mailto:arlene.hoang@lacity.org)>  
**Subject:** RE: LA Alliance Milestones

Hi Scott,

Given the new mayor’s objectives and the court’s comments at the last hearing, I think we will put off any substantive comments until after that hearing.

Thanks and Happy Thanksgiving,  
Liz

---

**From:** Scott Marcus <[Scott.Marcus@lacity.org](mailto:Scott.Marcus@lacity.org)>  
**Sent:** Monday, November 14, 2022 5:01 PM  
**To:** Elizabeth A. Mitchell <[emitchell@spertuslaw.com](mailto:emitchell@spertuslaw.com)>  
**Cc:** Matthew Umhofer <[matthew@spertuslaw.com](mailto:matthew@spertuslaw.com)>; Jessica Mariani <[jessica.mariani@lacity.org](mailto:jessica.mariani@lacity.org)>; Arlene Hoang <[arlene.hoang@lacity.org](mailto:arlene.hoang@lacity.org)>  
**Subject:** Re: LA Alliance Milestones

I don't know the precise status of each project, but I can try to find out which have been approved by Council. I don't expect these to change much in the next month or two, but as we've stated before, we should expect some projects on the list may come off, and other new ones will be put on, over the course of the agreement.

Scott Marcus  
Chief Assistant City Attorney  
Civil Litigation Branch  
Los Angeles City Attorney's Office  
200 North Main Street  
City Hall East, 7th Floor  
Los Angeles, CA 90012  
(213) 978-4681

On Mon, Nov 14, 2022 at 3:12 PM Elizabeth A. Mitchell <[emitchell@spertuslaw.com](mailto:emitchell@spertuslaw.com)> wrote:

Scott—

Before I provide substantive comments or response, have these been approved by Council? Do you expect these to change in the next 1-2 months?

Thanks.

---

**From:** Scott Marcus <[Scott.Marcus@lacity.org](mailto:Scott.Marcus@lacity.org)>  
**Sent:** Friday, November 11, 2022 11:39 AM  
**To:** Elizabeth A. Mitchell <[emitchell@spertuslaw.com](mailto:emitchell@spertuslaw.com)>; Matthew Umhofer <[matthew@spertuslaw.com](mailto:matthew@spertuslaw.com)>  
**Cc:** Jessica Mariani <[jessica.mariani@lacity.org](mailto:jessica.mariani@lacity.org)>; Arlene Hoang <[arlene.hoang@lacity.org](mailto:arlene.hoang@lacity.org)>  
**Subject:** LA Alliance Milestones

Liz & Matt:



Pursuant to Paragraph 5.2 of our Settlement Agreement, attached are the City's current plans, milestones and deadlines for creating shelter and housing interventions to accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH as determined by the Required Number, and a current project list. Please let me know if you have any questions or need me to walk you through any of the data. Thanks.

Scott Marcus  
Chief Assistant City Attorney  
Civil Litigation Branch  
Los Angeles City Attorney's Office  
200 North Main Street  
City Hall East, 7th Floor  
Los Angeles, CA 90012  
(213) 978-4681

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\*\*\*\*\*

# Exhibit L

**From:** [Scott Marcus](#)  
**To:** [Elizabeth Mitchell](#)  
**Cc:** [Matthew Umhofer](#); [Jessica Mariani](#); [Arlene Hoang](#)  
**Subject:** Re: LA Alliance Milestones  
**Date:** Tuesday, February 14, 2023 9:15:02 AM

---

Liz:

We think the milestones provided to you previously remain an accurate plan for the City's creation of the Required Number of beds under the Settlement Agreement. Encampment engagement and reduction continue to be governed by the City's Street Engagement Strategy, as well as the Mayor's new Inside Safe Program. As both programs continue to be rolled out, we will revisit and revise the milestones as appropriate.

Scott Marcus  
Chief Assistant City Attorney  
Civil Litigation Branch  
Los Angeles City Attorney's Office  
200 North Main Street  
City Hall East, 7th Floor  
Los Angeles, CA 90012  
(213) 978-4681

On Fri, Feb 10, 2023 at 7:43 AM Elizabeth Mitchell <[elizabeth@umklaw.com](mailto:elizabeth@umklaw.com)> wrote:

Hi Scott,

Following up on this. Please let me know when we'll have an answer.

Thanks,

Liz

---

**From:** Scott Marcus <[Scott.Marcus@lacity.org](mailto:Scott.Marcus@lacity.org)>  
**Sent:** Monday, January 30, 2023 2:43 PM  
**To:** Elizabeth A. Mitchell <[emitchell@spertuslaw.com](mailto:emitchell@spertuslaw.com)>  
**Cc:** Matthew Umhofer <[matthew@spertuslaw.com](mailto:matthew@spertuslaw.com)>; Jessica Mariani <[jessica.mariani@lacity.org](mailto:jessica.mariani@lacity.org)>; Arlene Hoang <[arlene.hoang@lacity.org](mailto:arlene.hoang@lacity.org)>  
**Subject:** Re: LA Alliance Milestones

Liz:

We'll discuss and get back to you. Thanks.

Scott Marcus

Chief Assistant City Attorney

Civil Litigation Branch

Los Angeles City Attorney's Office

200 North Main Street

City Hall East, 7th Floor

Los Angeles, CA 90012

(213) 978-4681

On Mon, Jan 30, 2023 at 10:45 AM Elizabeth A. Mitchell <[emitchell@spertuslaw.com](mailto:emitchell@spertuslaw.com)> wrote:

Hi Scott,

I'm circling back to this.

Per the City Agreement on Paragraph 5.2, the City would:

“create plans and develop milestones and deadlines for (i) the City’s creation of shelter and housing solutions to accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH in each Council District as determined by the Required Number; (ii) the City’s plan for encampment engagement, cleaning, and reduction in each Council District; (iii) the City’s creation of shelter and/or housing to accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH in the City as determined by the Required Number; and (iv) the City’s plan for encampment engagement, cleaning, and reduction in the City. The City will provide the plans, milestones and deadlines to Plaintiffs, and the City and Plaintiffs agree to work together in good faith to resolve any concerns or disputes about the

plans, milestones, and deadlines, and will consult with the Court for resolution, if necessary.

On November 11 we received from you what appears to be the plan for (i) and (iii) without reference to (ii) and (iv). Does the City intend to create a plan under (ii) and (iv)? Additionally, Mayor Bass confirmed her prior commitment for 17,000 beds in 12 months. Please send over an updated version which includes the 12-month plan for (i) and (iii) as well as the encampment engagement, cleaning, and reduction under (ii) and (iv) if you have it. If no plan has been developed or will be developed, please let me know so we can start the process of bringing it to the Court's attention.

Finally, please note the new email addresses for Matt ([matthew@umklaw.com](mailto:matthew@umklaw.com)) and myself ([elizabeth@umklaw.com](mailto:elizabeth@umklaw.com)).

Thanks,

Liz

---

**From:** Elizabeth A. Mitchell  
**Sent:** Tuesday, November 22, 2022 1:10 PM  
**To:** Scott Marcus <[Scott.Marcus@lacity.org](mailto:Scott.Marcus@lacity.org)>  
**Cc:** Matthew Umhofer <[matthew@spertuslaw.com](mailto:matthew@spertuslaw.com)>; Jessica Mariani <[jessica.mariani@lacity.org](mailto:jessica.mariani@lacity.org)>; Arlene Hoang <[arlene.hoang@lacity.org](mailto:arlene.hoang@lacity.org)>  
**Subject:** RE: LA Alliance Milestones

Hi Scott,

Given the new mayor's objectives and the court's comments at the last hearing, I think we will put off any substantive comments until after that hearing.

Thanks and Happy Thanksgiving,

Liz

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**From:** Scott Marcus <[Scott.Marcus@lacity.org](mailto:Scott.Marcus@lacity.org)>  
**Sent:** Monday, November 14, 2022 5:01 PM  
**To:** Elizabeth A. Mitchell <[emitchell@spertuslaw.com](mailto:emitchell@spertuslaw.com)>  
**Cc:** Matthew Umhofer <[matthew@spertuslaw.com](mailto:matthew@spertuslaw.com)>; Jessica Mariani <[jessica.mariani@lacity.org](mailto:jessica.mariani@lacity.org)>; Arlene Hoang <[arlene.hoang@lacity.org](mailto:arlene.hoang@lacity.org)>  
**Subject:** Re: LA Alliance Milestones

I don't know the precise status of each project, but I can try to find out which have been approved by Council. I don't expect these to change much in the next month or two, but as we've stated before, we should expect some projects on the list may come off, and other new ones will be put on, over the course of the agreement.

Scott Marcus

Chief Assistant City Attorney

Civil Litigation Branch

Los Angeles City Attorney's Office

200 North Main Street

City Hall East, 7th Floor

Los Angeles, CA 90012

(213) 978-4681

On Mon, Nov 14, 2022 at 3:12 PM Elizabeth A. Mitchell <[emitchell@spertuslaw.com](mailto:emitchell@spertuslaw.com)> wrote:

Scott—

Before I provide substantive comments or response, have these been approved by Council? Do you expect these to change in the next 1-2

months?

Thanks.

---

**From:** Scott Marcus <[Scott.Marcus@lacity.org](mailto:Scott.Marcus@lacity.org)>  
**Sent:** Friday, November 11, 2022 11:39 AM  
**To:** Elizabeth A. Mitchell <[emitchell@spertuslaw.com](mailto:emitchell@spertuslaw.com)>; Matthew Umhofer <[matthew@spertuslaw.com](mailto:matthew@spertuslaw.com)>  
**Cc:** Jessica Mariani <[jessica.mariani@lacity.org](mailto:jessica.mariani@lacity.org)>; Arlene Hoang <[arlene.hoang@lacity.org](mailto:arlene.hoang@lacity.org)>  
**Subject:** LA Alliance Milestones

Liz & Matt:

Pursuant to Paragraph 5.2 of our Settlement Agreement, attached are the City's current plans, milestones and deadlines for creating shelter and housing interventions to accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH as determined by the Required Number, and a current project list. Please let me know if you have any questions or need me to walk you through any of the data. Thanks.

Scott Marcus  
Chief Assistant City Attorney  
Civil Litigation Branch  
Los Angeles City Attorney's Office  
200 North Main Street  
City Hall East, 7th Floor  
Los Angeles, CA 90012  
(213) 978-4681

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\*\*\*\*\*



# Exhibit M

**From:** [Elizabeth Mitchell](#)  
**To:** [Scott Marcus](#); [David Michaelson](#); [mercedes.marquez@lacity.org](mailto:mercedes.marquez@lacity.org)  
**Cc:** [daniel@conwaystrategies.com](mailto:daniel@conwaystrategies.com); [Matthew Umhofer](#)  
**Subject:** LA Alliance - Deadlines and Milestones  
**Date:** Tuesday, March 28, 2023 2:01:00 PM  
**Attachments:** [image001.png](#)

---

Scott, David, and Mercedes,

In our last meeting we talked about the RFQ that the City has put out for a list of qualified service/outreach providers, and that the City expects to be fully staffed with the District's chosen providers by July 1 (please correct me if I got the verbiage wrong). We also discussed that the City could commit to having each district fully assessed and get us a list of proposed milestones and deadlines within 3 months thereafter (October 1).

According to the agreement, the milestones and deadlines should have been provided months ago, and providing them October 1 will be nearly a year late. However, we recognize that the change in administration and the difficulties with LAHSA have caused some speedbumps, and we also recognize that the City wants to do this the best way it can. We are amenable to this but think it also requires an extension of the agreement an additional six months, to make up for the delay in returning the milestones and deadlines as required. We're concerned that not starting this until a year in only gives four years to get this done as opposed to the five years that we had. Alternatively, if the proposed milestones and deadlines will be rapid (i.e. within a 12-month period from the date we receive it), we probably don't need the additional six months. Please let me know if you'd like to discuss further, or if one of these solutions works for you.

Thanks,  
Liz



**ELIZABETH A. MITCHELL**  
*Partner*

[elizabeth@umklaw.com](mailto:elizabeth@umklaw.com)

Office: (213) 394-7979

[www.umklaw.com](http://www.umklaw.com)

Nothing in this communication is intended to convey tax-related advice. This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message. Thank you.

# Exhibit N

**From:** [Scott Marcus](#)  
**To:** [Elizabeth Mitchell](#)  
**Cc:** [David Michaelson](#); [mercedes.marquez@lacity.org](mailto:mercedes.marquez@lacity.org); [daniel@conwaystrategies.com](mailto:daniel@conwaystrategies.com); [Matthew Umhofer](#)  
**Subject:** Re: LA Alliance - Deadlines and Milestones  
**Date:** Monday, May 8, 2023 1:22:00 PM  
**Attachments:** [image001.png](#)

---

Liz:

I think these emails suffice to memorialize our understanding and agreement, though we said October 1, not September 30. If you have something different in mind, let me know. I don't think we need to file anything with Judge Carter if we all agree on the plan.



Scott Marcus  
Chief Assistant City Attorney  
Civil Litigation Branch  
Los Angeles City Attorney's Office  
200 North Main Street  
City Hall East, 7th Floor  
Los Angeles, CA 90012  
(213) 978-4681

On Sun, May 7, 2023 at 5:15 PM Elizabeth Mitchell <[elizabeth@umklaw.com](mailto:elizabeth@umklaw.com)> wrote:

Circling back on the highlighted portion of below.

Thanks.

---

**From:** Elizabeth Mitchell  
**Sent:** Monday, May 1, 2023 4:34 PM  
**To:** Scott Marcus <[Scott.Marcus@lacity.org](mailto:Scott.Marcus@lacity.org)>  
**Cc:** David Michaelson <[david.michaelson@lacity.org](mailto:david.michaelson@lacity.org)>; [mercedes.marquez@lacity.org](mailto:mercedes.marquez@lacity.org); [daniel@conwaystrategies.com](mailto:daniel@conwaystrategies.com); Matthew Umhofer <[matthew@umklaw.com](mailto:matthew@umklaw.com)>  
**Subject:** RE: LA Alliance - Deadlines and Milestones

Hi Scott,

Thank you for your thoughtful response. Our client is frustrated with the delay and wants to submit the issue to the court. However, the explanation makes some sense and the plan moving forward is productive, so they have (reluctantly) agreed to the plan you outline below. Please draft something in writing confirming the City's agreement to a full assessment of each district with deadlines and milestones submitted by September 30, 2023. Obviously, we can't control it if Judge Carter calls this out in the meantime, so we might consider filing something with the court to stave off a status conference on this issue.



Best,

Liz

---

**From:** Scott Marcus <[Scott.Marcus@lacity.org](mailto:Scott.Marcus@lacity.org)>  
**Sent:** Friday, April 28, 2023 3:19 PM  
**To:** Elizabeth Mitchell <[elizabeth@umklaw.com](mailto:elizabeth@umklaw.com)>  
**Cc:** David Michaelson <[david.michaelson@lacity.org](mailto:david.michaelson@lacity.org)>; [mercedes.marquez@lacity.org](mailto:mercedes.marquez@lacity.org); [daniel@conwaystrategies.com](mailto:daniel@conwaystrategies.com); Matthew Umhofer <[matthew@umklaw.com](mailto:matthew@umklaw.com)>  
**Subject:** Re: LA Alliance - Deadlines and Milestones

Liz:

Sorry for the delay. Some of it is because things are still in flux, both programmatically and budgetarily (not sure if that's a word, but I'm going with it). Some of it is my fault because I've just been slammed.

I appreciate the Alliance's position and its patience. Your request for a six month extension is not unreasonable under the circumstances. But I think an extension at this point is premature. The City is well aware of its obligations to get things done in 5 years--which is now 4. The change in administration both delayed and altered the City's provision of more specific milestones for encampment engagement, but, as we discussed, we are fully engaged in a process to get those done. And, as you point out, those milestones may be rapid enough that we don't need an extension. I suggest we wait and see what those milestones look like,

because they may say we're going to get things done quickly enough, in which case we're fine. If they say we need more time, or if you believe an extension is warranted once you see the milestones, we can discuss extending the agreement to ensure we accomplish our goals.

I'm finishing up my filing but will be available to you this afternoon (or next week) if you want to discuss. Thanks.

Scott Marcus

Chief Assistant City Attorney

Civil Litigation Branch

Los Angeles City Attorney's Office

200 North Main Street

City Hall East, 7th Floor

Los Angeles, CA 90012

(213) 978-4681

On Thu, Apr 27, 2023 at 8:33 AM Elizabeth Mitchell <[elizabeth@umklaw.com](mailto:elizabeth@umklaw.com)> wrote:

Scott—

I don't want to bring this to the court, but we're nearly a month after I sent the follow up email below and I haven't heard back from the City. Please let me the City's position ASAP. If I don't hear back from you by early next week we're going to have to seek court assistance.

Thanks,

Liz

---

**From:** Scott Marcus <[Scott.Marcus@lacity.org](mailto:Scott.Marcus@lacity.org)>  
**Sent:** Monday, April 17, 2023 11:10 AM  
**To:** Elizabeth Mitchell <[elizabeth@umklaw.com](mailto:elizabeth@umklaw.com)>  
**Cc:** David Michaelson <[david.michaelson@lacity.org](mailto:david.michaelson@lacity.org)>; [mercedes.marquez@lacity.org](mailto:mercedes.marquez@lacity.org);  
[daniel@conwaystrategies.com](mailto:daniel@conwaystrategies.com); Matthew Umhofer <[matthew@umklaw.com](mailto:matthew@umklaw.com)>  
**Subject:** Re: LA Alliance - Deadlines and Milestones

Good morning Liz. Yes, we discussed again this morning and hope to be getting back to you soon.

[REDACTED]

Scott Marcus  
Chief Assistant City Attorney  
Civil Litigation Branch  
Los Angeles City Attorney's Office  
200 North Main Street  
City Hall East, 7th Floor  
Los Angeles, CA 90012  
(213) 978-4681

On Fri, Apr 14, 2023 at 12:04 PM Elizabeth Mitchell <[elizabeth@umklaw.com](mailto:elizabeth@umklaw.com)> wrote:

Status? We need to move forward

---

**From:** Scott Marcus <[Scott.Marcus@lacity.org](mailto:Scott.Marcus@lacity.org)>  
**Sent:** Friday, March 31, 2023 11:26 AM  
**To:** Elizabeth Mitchell <[elizabeth@umklaw.com](mailto:elizabeth@umklaw.com)>  
**Cc:** David Michaelson <[david.michaelson@lacity.org](mailto:david.michaelson@lacity.org)>; [mercedes.marquez@lacity.org](mailto:mercedes.marquez@lacity.org);

[daniel@conwaystrategies.com](mailto:daniel@conwaystrategies.com); Matthew Umhofer <[matthew@umklaw.com](mailto:matthew@umklaw.com)>  
**Subject:** Re: LA Alliance - Deadlines and Milestones

Liz:

We will discuss your email internally and get back to you. Thanks.

Scott Marcus

Chief Assistant City Attorney

Civil Litigation Branch

Los Angeles City Attorney's Office

200 North Main Street

City Hall East, 7th Floor

Los Angeles, CA 90012

(213) 978-4681

On Tue, Mar 28, 2023 at 2:01 PM Elizabeth Mitchell <[elizabeth@umklaw.com](mailto:elizabeth@umklaw.com)> wrote:

Scott, David, and Mercedes,

In our last meeting we talked about the RFQ that the City has put out for a list of qualified service/outreach providers, and that the City expects to be fully staffed with the District's chosen providers by July 1 (please correct me if I got the verbiage wrong). We also discussed that the City could commit to having each district fully assessed and get us a list of proposed milestones and deadlines within 3 months thereafter (October 1).

According to the agreement, the milestones and deadlines should have been provided months ago, and providing them October 1 will be nearly a year late. However, we recognize that the change in administration and



the difficulties with LAHSA have caused some speedbumps, and we also recognize that the City wants to do this the best way it can. We are amenable to this but think it also requires an extension of the agreement an additional six months, to make up for the delay in returning the milestones and deadlines as required. We're concerned that not starting this until a year in only gives four years to get this done as opposed to the five years that we had. Alternatively, if the proposed milestones and deadlines will be rapid (i.e. within a 12-month period from the date we receive it), we probably don't need the additional six months. Please let me know if you'd like to discuss further, or if one of these solutions works for you.

Thanks,

Liz



ELIZABETH A. MITCHELL  
*Partner*

[elizabeth@umklaw.com](mailto:elizabeth@umklaw.com)

Office: (213) 394-7979

[www.umklaw.com](http://www.umklaw.com)

Nothing in this communication is intended to convey tax-related advice. This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message. Thank you.

\*\*\*\*\*Confidentiality Notice\*\*\*\*\*

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\*\*\*\*\*

\*\*\*\*\*Confidentiality Notice\*\*\*\*\*

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\*\*\*\*\*

\*\*\*\*\*Confidentiality Notice\*\*\*\*\*

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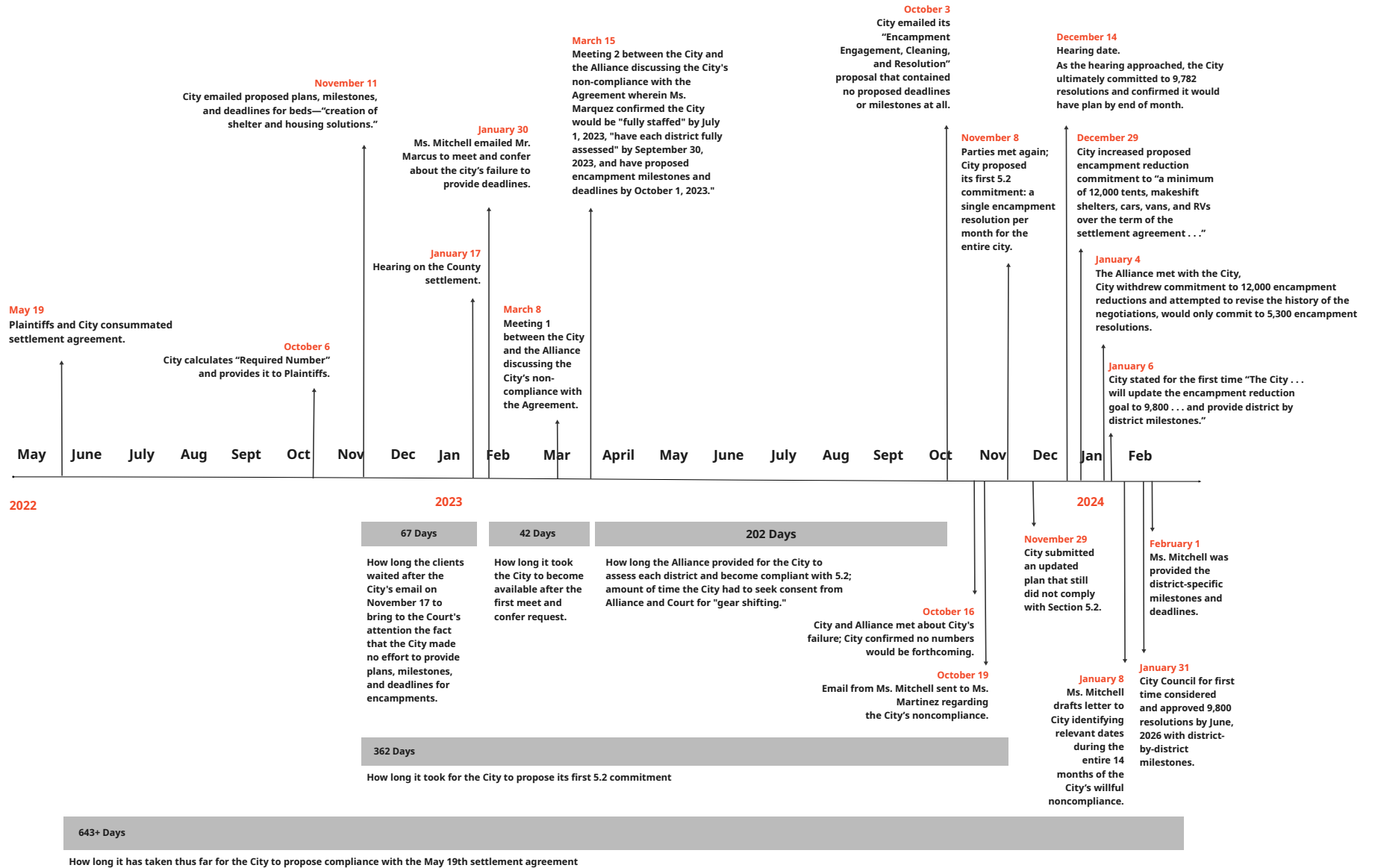
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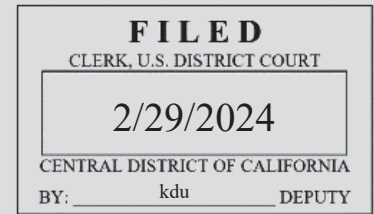
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\*\*\*\*\*

# Exhibit O





**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT**

LA ALLIANCE FOR HUMAN RIGHTS, et al.,

Plaintiffs,

v.

CITY OF LOS ANGELES, et al.,

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

Defendants.

Assigned to Judge David O. Carter

**Independent Monitoring Report Year One (1)**

The Special Master Michele Martinez submits the attached Independent Monitor Report for Year one (1).

Date February 22, 2024

Michele Martinez  
Special Master  
Telephone: 714-887-9845  
Email: Michele@MicheleCMartinez.com

CERTIFICATE OF SERVICE

The undersigned Special Master hereby certifies that, on February 22, 2024, she caused a true and correct copy of the foregoing Independent Monitoring Report 1 to be filed electronically with the Court's system, which caused an electronic copy of this filing to be served to all parties on record.

/s/Michele Martinez

Michele Martinez

Special Master

Telephone: 714-8879845

Email: Michele@ MichelecMartinez.com



AP PHOTO/DAMIAN DOVAGANES: FEB 4, 2021 SKID ROW HEARING, JUDGE CARTER IN THE MIDDLE, GENERAL JEFF, RIGHT AND MICHELE MARTINEZ, SPECIAL MASTER

# INDEPENDENT MONITORING REPORT 1

*Reporting Period July 1, 2022, through December 31, 2023*

## **Roadmap**

This report has been crafted with readability and accessibility in mind. Recognizing the comprehensive nature of the parties' reports, it focuses on showcasing compliance efforts during the initial reporting phase that require attention. As the first in a series of upcoming reports, it establishes the groundwork for comprehending the obligations set forth in the agreement, guiding readers through the monitoring process.

I begin this report with an introduction section that provides background about the settlement agreement and my role as the Special Master.

The next section, Compliance Activities, provides the following information regarding the reporting period for year one:

- An overview of monitoring the settlement agreement, including six sections with deadlines, targets, and goals the City must meet under the agreement for compliance
- A summary of the City's achievements and challenges
- Foundational paragraphs without deadlines that lay the groundwork for future compliance efforts
- Build a baseline understanding of current systems through data requests from all parties in this agreement

Finally, we conclude with a summary of our assessment and a preview of the upcoming work.

- Report on year one milestones, targets, goals, and deadlines

## **Introduction**

As the Special Master/Monitor, my primary role is to evaluate the City's compliance with the stipulations outlined in the *LA Alliance for Human Rights v. City of Los Angeles* Settlement Agreement. This report specifically focuses on the monitoring and compliance efforts conducted during year one of the five-year agreement. It encompasses an assessment of the City's adherence to each obligation specified in the agreement, an overview of some of the challenges faced by the City in fulfilling these obligations, and an updated projection of the forthcoming work required for the City to fully satisfy the terms of the agreement.

This first-year report provides activities and findings from the first reporting period from July 1, 2022, through December 31, 2023.



Specifically, consistent with the settlement agreement and throughout the sections of this report, we address the following:

- Monitor’s efforts during the reporting period
- A description of each settlement agreement requirement
- A summary of the challenges facing the City's ability to achieve or complete compliance with the settlement agreement
- Monitors' recommendations regarding the City’s future efforts to achieve compliance
- Obligations with which the City must comply under the Settlement Agreement include:
  - Housing and Shelter for the “city shelter appropriate”
  - Street Engagement - Council District and Citywide Engagement
  - Milestones - deadlines and targets for the creation of shelter or housing beds and encampment reductions
  - Dispute Resolution Process - parties will design a process that will allow a person experiencing homelessness (“PEH”) to submit a complaint to the Court or special master concerning an offer of shelter or notice provided under this Agreement
  - Status updates - The City will provide regular status updates to the Court (at least quarterly) regarding its progress with this Agreement. In addition, the parties agree to engage a mutually agreed-upon third party to provide data collection and analysis and regular public reports on the City's compliance with the terms of this Agreement
  - Funding - Funding of housing and shelter opportunities created by the City shall be at the City's sole discretion. The City agrees to petition the county, state, and federal government for additional funding, consider expediting public/private partnerships that utilize private capital and require no up-front costs to the City, and consider other possible funding mechanisms to pay for future housing, facilities, and services for PEH.

### **Background: LA Alliance Settlement Agreement**

In March 2020, the LA Alliance for Human Rights took legal action against the City and County of Los Angeles. The key allegations and claims in the lawsuit included:

- The homelessness crisis in LA has grown exponentially in recent years, yet the City and County have failed to implement effective solutions to provide shelter and address public health and safety issues.

- Allowing long-term homeless encampments has blocked sidewalks, increased crime and drug use, and spread disease. This has interfered with people's use of public spaces and private property.
- The conditions have negatively impacted businesses and property values. Plaintiffs allege that their properties are now nearly impossible to rent or sell due to the surrounding conditions.
- That the City and County have been negligent in their duties to maintain public spaces and address public health and nuisance issues.
- That the City and County have violated statutes requiring them to provide medical care for indigent populations.
- ADA and fair housing laws are being violated by blocking sidewalks and access for disabled individuals.
- Taxpayer funds allocated to address homelessness through measures like Proposition HHH and H have been misspent or wasted without significantly impacting the problem.

The lawsuit sought declaratory and injunctive relief, requiring the City and County to better address the homeless crisis, maintain public spaces, and clear sidewalk obstructions.

In May of 2020, the Honorable David O. Carter, U.S. District Court of Central District of California, issued a preliminary injunction requiring both the City and County of Los Angeles to relocate and shelter homeless individuals living near freeway overpasses, underpasses, and ramps because of the deadly hazards in the area. This resulted in the City and county agreeing to create 6,700 new housing solutions within 18 months. The City was required to open and maintain 6,000 NEW beds not covered by existing City-County agreements. The County provided the City \$60 million in annual service funding, totaling up to \$300 million over the five-year agreement based on the number of interventions open and occupied within 60 days of July 1st of each year.

In May of 2022, the LA Alliance and the City of LA reached a preliminary settlement agreement that would span for a duration of five years (June 2022 through June 2027). The Court approved the final settlement agreement in June 2022. I was appointed by the Judge Carter to serve as the Special Master/Monitor, entrusted with the responsibility of enforcing and overseeing the agreement. Equally important, I was also assigned the duty of assisting the Honorable Judge Andre Birotte in resolving any future disputes that may arise in relation to the interpretation, execution, or enforcement of the settlement agreement.

## **The City of LA Achievements and Challenges**

This section provides an overview of the City's efforts for the year one reporting period. I wish to thank the City staff and elected officials for being open to communication and feedback on the status of the settlement agreement during year one. During 2023, the City moved quickly to relocate unhoused individuals into various shelter solutions in a majority of the council districts.

As of September 30, 2023, the City has made significant strides in opening 2,347 beds or units. This accomplishment is commendable, but there is still much work ahead. Currently, the City has 6,108 beds or units in the pipeline, expected to be operational after 2027. This indicates that the City's journey towards reaching its target number of beds or units is not yet complete, with a current gap of 4,460.

The magnitude of this gap should not be underestimated, particularly in light of a recent presentation by the City's CAO, Matt Szabo, on February 21, 2024. During the presentation, it was revealed that the City is projected to face budget deficits, especially in the fiscal years 2025-2026. These deficits pose a potential threat to the sustainability of interim housing programs, which could have an impact on the binding settlement agreement. Therefore, it is crucial for the City to inform all involved parties and the Court about the current funding gaps and carefully consider the potential consequences for its obligations under the binding settlement agreement, both in the current reporting period and beyond. Furthermore, it is essential to assess how these funding gaps, in conjunction with the funds allocated for the Inside Safe Program, will affect the City's ability to fulfill its binding commitments. The City has a responsibility under the agreement to open and operate the 6,108 units currently in progress, as well as securing funding for the 4,460 beds or units that currently lack financial support. Given these challenges, it is imperative for the City to take proactive measures to bridge the funding gap and ensure the successful implementation of the agreed-upon beds or units.

Although the City did not meet its initial target goals for creating beds/units in each council district in the first year, progress has been made. For more detailed information on the current beds/units that are open and in progress, please refer to Exhibit 1: City - Road Map Alliance Milestones.

The landscape of compliance activities in the 2022/2023 period has been significantly shaped by a myriad of challenges and advancements. The City encountered unprecedented obstacles leading up to the final quarter report of 2022. Unanticipated changes in the makeup and leadership of the City Council caused widespread disruption throughout the City. Amidst this turmoil, an election was underway, poised to usher in

substantial changes to the City council and introduce a new mayor. These shifts prompted the Alliance and the City to agree to an extension to establish encampment reductions and plans by council district and Citywide in 2023.

Consequently, in January 2023, the Alliance initiated a crucial meeting with the City regarding Section 5.2 of the settlement agreement. Through constructive dialogues, a mutual understanding was reached, with the City committing to present new encampment milestones by October 1, 2023, allowing ample time for the new leadership and staff to shape these goals. Regrettably, the City failed to meet the deadline, delivering the milestones on October 3, 2023. Dissatisfied with the delays, the Alliance sought intervention from the Honorable Judge André Birotte Jr. and myself, the Special Master, to address the encampment milestones issue. Together, we engaged with all involved parties through extensive discussions before convening in court in January 2024 to resolve the issue.

Furthermore, at the beginning of January 2024, Judge Carter, Judge Birotte, and I received an invitation to a gathering hosted by Mayor Karen Bass, representatives from the Los Angeles Homeless Services Authority (LAHSA), and key City staff. The purpose of this meeting was to explore the Court's consideration of transitioning from district-specific encampment targets to a comprehensive Citywide approach in alignment with the overarching goals of the Mayor's Inside Safe Program.

The Mayor's team delivered a presentation (please see exhibit 2 Mayor's Office of Housing and Homelessness Solutions), encompassing the Inside Safe Program and the LA Alliance Settlement Agreement, the challenges associated with a council district strategy, and the achievements of the Inside Safe Program. We acknowledged the interaction and absorbed the fresh perspective presented, emphasizing the necessity of consultation with the Plaintiffs and City Council regarding any changes to the settlement agreement, as the Court did not have the authority to make any such changes.

In my capacity as the Special Master, I fielded numerous inquiries from Council Members concerning adjustments to the Alliance Agreement and their concerns about the lack of transparency surrounding the agreement's status. These concerns were relayed to the Court. Shortly thereafter, a dispute resolution session was convened in Court to address the encampment milestones, culminating in the approval of the district-specific encampment targets by the City Council and their subsequent submission to the Alliance and the court in mid-January 2024.

It is crucial to emphasize that despite the temporary disruption of compliance efforts caused by changes in City leadership, I, in my role as the Special Master, maintained

vigilant monitoring and observation of the City's advancement in fulfilling the settlement agreement obligations. Throughout the first year of monitoring, I, sometimes accompanied by Judge Carter, independently conducted on-site visits to observe encampment clean-ups and evaluate the effectiveness of various housing solutions across all Council Districts. During some of these visits, I discovered instances where a few unhoused individuals were being relocated without proper due process. Dialogues with Council Members and homeless individuals across various districts unveiled a concerning lack of knowledge about the dispute resolution process put in place by the parties and the Special Master. To the best of my understanding, it appears that Council Districts have yet to integrate the dispute resolution process. Should this assertion be inaccurate, I strongly urge the City to swiftly furnish the required documentation for the initial year, as stipulated in the agreement, to address this issue promptly.

Despite these challenges, the City has made significant progress in expanding housing solutions to a majority of Council Districts. However, I must caution the City that many of the new housing solutions in 2023, that are part of the Inside Safe Program will not be counted toward the settlement agreement because these housing solutions will not be occupiable after 2027. The interim housing solutions from Inside Safe don't have the same requirements under the Alliance Settlement Agreement were all the housing solutions must be occupiable after the July of 2027 to count towards meeting the agreement.

I want to highlight the crucial discussions that took place in various City Council and committee meetings, especially those concerning the Housing and Poverty Committee meetings in 2023. Various Council Members shared their concerns about the progress of complying with the Alliance Settlement Agreement. As the Special Master, I have informed the Court of the apparent lack of communication and transparency with the City Council, who approved this settlement agreement. If the City Council is not kept in the loop about the Alliance Agreement's status, the public will also not be well-informed regarding an important issue for all Angelenos.

I will remain actively involved and informed about homelessness issues and updates regarding the Alliance settlement agreement. As per the Court's directive, I will continue to diligently observe all City Council/committee meetings, stay updated on Mayor-related news, monitor encampments, housing solutions, and engage with the public and City Council members, along with the Mayor's office, to ensure consistent communication and transparency.

Lastly, the vital elements of the settlement agreement revolve around data accessibility and performance requirements. I would highly advise the City to embrace a similar online platform and data portal utilized in the Inside Safe Program for the Alliance Settlement

Agreement. I would recommend the importance of collaboration with the Controller's Office, whose significant contributions in creating an interim housing and shelter bed availability map and conducting comprehensive analysis are truly invaluable. As the monitor, I stress the need to ensure that these data are easily accessible online. I applaud the City for its achievements in the initial year and look forward to working together in year 2.

### **Compliance Report For Year One(1)**

The settlement agreement outlines the terms and continuing jurisdiction in sections 2, 3, 4, 5, 6, and 7. The parties agree that the duration of the Agreement shall be five (5) years, during which point the Court shall have continuing jurisdiction to oversee and enforce this settlement agreement.

### **Section 3. Housing and Shelter for City Shelter-Appropriate Individuals**

**3.1.** The City agrees to create a Required Number of housing or shelter solutions, which is equal to, but (in the City's discretion) may be greater than, the shelter and/or housing capacity needed to accommodate sixty percent (60%) of unsheltered City Shelter-Appropriate (including any PEH within the City whom the City can reasonably assist, meaning the individual: does not have a severe mental illness, and/or is not chronically homeless and has a substance use disorder or a chronic physical illness or disability requiring the need for professional medical care and support) People Experiencing Homelessness (PEH) within the City based on LAHSA 2022 Point in Time Count.

### **Compliance Progress:**

#### **Met Deadline (x)**

The City created a Required Number of 12,915 on September 8, 2024.

---

**3.2.** Subject to Constitutional requirements and legal mandates, the City may choose, at its sole discretion, any housing or shelter solution, *as long as the milestones are met*. The housing or shelter solutions may be government-and/or privately-funded as long as each offer is adequate for the individual. Accommodations shall be made for those who qualify as disabled under the Americans with Disabilities Act.

The City may not use any shelter/housing interventions toward the Settlement agreement that opened prior to the Settlement stater date of June 14, 2022, or any interventions used to satisfy the City’s freeway homelessness roadmap agreement.

**Compliance Progress:**

**Met Obligation (x)**

The City has created various housing and shelter solutions in year one in most council districts. Please note under 3.3, the City agrees to implement an approach of equitably distributing housing and shelter solutions throughout the City.

---

**3.3.** The City agrees to implement an approach of equitably distributing housing and shelter solutions throughout the City. The Required Number and 60% threshold is the minimum required by the agreement.

**Compliance Progress:**

**Partially Met Obligation (x)**

The progress made by the City in ensuring fair distribution of housing and shelter options across council districts is commendable. However, the Inside Safe Program, aimed at addressing homelessness, predominantly focuses on interim housing initiatives within a select few Council Districts. As of December 2023, the Inside Safe program has provided housing for 1,951 individuals in temporary hotels and motels located in a limited number of Council Districts. As mentioned above, there appears to be a lack of communication as some City Council Districts have expressed concerns about the City’s compliance with the settlement agreement. If there are any discrepancies in how these housing accommodations are allocated within the program, I strongly urge transparency in sharing such information with City Councilmembers, the Court and the Special Master/Monitor. It is crucial that the City remains committed to implementing fair housing solutions by Council Districts, regardless of the specific homeless programs currently in place.

---

**Section 4. Street Engagement**

**4.1.** City will continue to offer shelter or housing to City Shelter Appropriate PEH within the City and enforce public space regulations and health and safety laws consistent with

its own protocol (Street Engagement Strategy) and constitutional requirement. NO enforcement of public space regulations shall be taken against any individual unless that individual has first been offered an opportunity for housing or shelter or to relocate consistent with applicable laws.

**4.2. Council District-wide Engagement,** Once there are sufficient shelter or housing solutions to accommodate 60% of unsheltered City Shelter Appropriate PEH in a Council District as determined by the Required Number, the City, in its sole discretion, may implement and enforce public space regulation and ordinances within that entire Council District as to those individuals who refuse an offer of shelter or housing/ and/or decline to move to an alternative location where they may legally reside. The City must provide notice to the Plaintiffs of its intention to implement and enforce District-Wide. Even after the City creates adequate and appropriate housing and shelter opportunities for 60% of unsheltered in a council district, no enforcement action shall be taken against any individual suspected of violating a public space regulation or ordinance unless that individual has first been offered adequate and appropriate shelter or housing/ or to relocate to an alternative location consistent with applicable laws and this agreement, except for time/manner/place regulations (such as LAMC 41.18 or similar ordinances) which may be enforced immediately and without such notice at any time.

**4.3. City-wide Engagement,** Once there are sufficient shelter or housing solutions to accommodate 60% of unsheltered City Shelter Appropriate PEH in the City as determined by the Required Number, the City, in its sole discretion, may implement and enforce public space regulation and ordinance throughout the City as to those individuals who refuse an offer of shelter or housing/ and/or decline to move to an alternative location where they may legally reside. The City must provide notice to the Plaintiffs of its intention to implement and enforce District-Wide. Even after the City creates adequate and appropriate housing and shelter opportunities for 60% of unsheltered in a council district, no enforcement action shall be taken against any individual suspected of violating a public space regulation or ordinance unless that individual has first been offered adequate and appropriate shelter or housing/ or to relocate to an alternative location consistent with applicable laws and this agreement, except for time/manner/place regulations (such as LAMC 41.18 or similar ordinances) which may be enforced immediately and without such notice at any time.

**Compliance Progress:**

**Partially Met Obligation (x)**



The primary goal of Section 4 Street engagement is to guarantee complete adherence to the Council’s district-by-district method, ensuring equitable participation from every Council District. With the Inside Safe Program, the City has actively pursued a comprehensive City-wide plan to boost street engagement. If the City considers shifting away from the current Council District-based model, it is essential to engage in conversations with both the Plaintiffs and the City Council. A collaborative dialogue is crucial for the Court to determine the City's compliance with the obligations outlined in Section 4 of the Street Engagement Strategy.

**Section 5. Milestones and Deadlines**

**5.1.** Within 30 days from the date information from the 2022 Point In time (PIT) count is confirmed by LAHSA and released, the City will calculate the required number and provide its calculation to the Plaintiffs.

**Compliance Progress:**

**Milestone Deadline:** Within 30 days from the release date from LAHSA.

**Met Deadline (X)**

The City did meet the within 30 days of LAHSA's confirmation of the 2022 PIT homeless count. The calculation of the required number was submitted on October 6, 2022, of 12,915 and agreed upon by the parties. It was docketed with the Court on October 14, 2022.

**Table 1. City Shelter Appropriate 60% PEH Council District for year one (1) (Dkts. 539, 598, 652, 660)**

Council Districts	60 % PEH Goal	Beds/Units Open Dkt. 539-3/31/23	Beds/Units Open Dkt. 598 6/30/23	Beds/ Units Open Dkt. 652 9/30/23	Bed/ Units Open Dkt. 660 12/31/23	Delta of 60% PEH Goal	Bed Units in Process Dkt. 660 12/31/23
CD 1. Hernandez	1,075	124	305	441	494	581	656
CD 2. Krekorian	419	0	0	51	51	368	143
CD3. Blumenfield	410	13	54	54	54	356	350
CD4. Rayman	406	143	143	143	197	209	121

Council Districts	60 % PEH Goal	Beds/Units Open Dkt. 539-3/31/23	Beds/Units Open Dkt. 598 6/30/23	Beds/ Units Open Dkt. 652 9/30/23	Bed/ Units Open Dkt. 660 12/31/23	Delta of 60% PEH Goal	Bed Units in Process Dkt. 660 12/31/23
CD5. Yaroslavsky	347	50	50	99	99	248	111
CD6. Padilla	730	28	76	111	189	541	220
CD7. Rodriguez	781	136	136	136	136	645	0
CD8. Dawson	574	40	225	322	322	252	541
CD9 Price	1504	48	48	82	82	1,422	355
CD10 Hutt	628	111	169	189	263	365	221
CD 11 Park	734	59	179	179	179	555	438
CD 12 Lee	415	0	0	0	0	415	379
CD 13 Martinez	1,020	0	180	180	241	779	725
CD 14 De Leon	2,941	81	81	258	258	2,683	1022
CD 15 McOsker	931	102	102	102	245	686	458
<b>Totals</b>	<b>12915</b>	<b>935</b>	<b>1748</b>	<b>2347</b>	<b>2810</b>	<b>10105</b>	<b>5740</b>

**5.2.** Thereafter the City will create plans and develop milestones, and deadlines for:

- (i) The City’s creation of shelter and housing solutions to accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH in each Council District as determined by the Required Number;
- (ii) The City’s plan for encampment engagement, cleaning, and reduction in each Council District;
- (iii) The City’s creation of shelter and/or housing to accommodate a minimum of 60% of unsheltered City Shelter Appropriate PEH throughout the City as determined by the Required Number ; and
- (iv) The City’s plan for encampment engagement, cleaning and reduction in the City. The City will provide the plans, milestones and deadlines, and will consult the court as necessary.

The City will provide a report setting forth the milestones and deadlines. The Parties agree the City will promptly employ its best efforts to comply with the established plans, milestones and deadlines.

## **Compliance Progress:**

### **Met Deadlines and Obligations Partially (X )**

The City partially met section 5.2 deadlines and obligations for (i), (ii), (iii) (iv) to create plans and develop milestones and deadlines.

(i) The City did meet the creation of housing and shelter plan solutions in each *council district* on October 6, 2022, both the City and the Alliance agreed upon the required number of 12,915.

(ii) The City did not submit plans for encampment engagement, cleaning, in each council district. Although no hard deadline existed for the plans' submission, it was still an obligation that should have been met especially if the City started its street engagement strategy.

(iii) The City did meet the creation of shelter and housing plan throughout the City and submitted that in November 2022.

(iv) The City did not submit a plan for encampment reductions, engagement, cleaning and deadlines in each Council District or city-wide. The obligation in this section states clearly that the City will provide the plans, milestones and deadlines, and will consult the Court as necessary. These plans, milestones and deadlines are important in year one as they are a road map that will help keep the City accountable to all the other terms in the agreement.

Understanding the challenges the City faced in October 2022 and new elected leadership in November 2022, the Alliance and the City agreed to a January 2023 extension of time to discuss the why this obligation was not being met by the City. The parties met and conferred between January 2023 through May of 2023, when the City confirmed it would provide the milestones by October 1, 2023. The Alliance did receive the City's Encampment Engagement plan on October 3rd but the Alliance was not satisfied and the parties could not reach agreement because the plan did not include deadlines, milestones and/or a breakdown by council district or city-wide. Soon after, I was contacted by the Alliance requesting Judge Andre Birotte and I to assist in resolving the dispute the parties had regarding the milestones and plans for encampment reductions. We moved forward with a Zoom meeting and a few more exchanges through the end of the year. Judge Andre Birotte and I requested that the City provide to the Court the plan by the end of

Nov 2023. On November 29, 2023, the city did submit a revised Encampment Engagement Plans and Milestones to the Court that was not satisfactory to the Alliance.

At this point, Judge David O. Carter set a dispute hearing for December 14, 2023. Both parties agreed to a required number and milestones for the encampment resolutions and plan and were asked to submit this agreed upon deadlines and milestones to the Court by December 29, 2023.

Those updated plans were submitted the court on January 7, 2023 and were not satisfactory to the Alliance. In a last effort to try to resolve the objections raised by the Alliance and any potential next steps on moving forward with the plans, milestones and the numbers in council districts and city-wide, both Judge Andre Birotte and I met with the parties in person on January 17th, 2024.

On January 31, 2024, the City Council approved the milestones and the City provided the confirmed proposal of 9,800 encampment reductions milestones over 4 years, and provided the updated district by district milestones.

**Table 2: 60 % Encampment Resolutions Per Council Districts Targets**

<b>Council Districts</b>	<b>Period Goal July-Dec 22</b>	<b>Period Goal Jan-June 23</b>	<b>Period Goal July-Dec 23</b>	<b>Period Goal Jan-June 24</b>	<b>Period Goal July - Dec 24</b>	<b>Period Goal Jan-June 25</b>	<b>Period Goal July-Dec 25</b>	<b>Date Goal Jan-June 26</b>	<b>Total By CD'S all Periods</b>
CD 1. Hernandez	71	88	88	110	110	132	132	132	<b>863</b>
CD 2. Krekorian	31	38	38	48	48	57	57	57	<b>374</b>
CD3. Blumenfield	24	30	30	37	37	44	44	44	<b>290</b>
CD4. Rayman	24	30	30	38	38	45	45	45	<b>295</b>
CD5. Yaroslavsky	23	29	29	37	37	44	44	44	<b>287</b>
CD6. Padilla	45	56	56	70	70	84	84	84	<b>549</b>
CD7. Rodriguez	42	52	52	65	65	78	78	78	<b>510</b>
CD8. Dawson	38	47	47	59	59	70	70	70	<b>460</b>
CD9. Price	83	103	103	129	129	155	155	155	<b>1012</b>
CD10. Hutt	40	50	50	62	62	75	75	75	<b>489</b>

Council Districts	Period Goal July-Dec 22	Period Goal Jan-June 23	Period Goal July-Dec 23	Period Goal Jan-June 24	Period Goal July - Dec 24	Period Goal Jan-June 25	Period Goal July-Dec 25	Date Goal Jan-June 26	Total By CD'S all Periods
CD 11 Park	48	60	60	75	75	90	90	90	588
CD 12 Lee	27	33	33	41	41	50	50	50	325
CD 13 Martinez	66	82	82	102	102	123	123	123	803
CD 14 De Leon	184	235	235	293	293	352	352	352	2296
CD 15 McOsker	54	67	67	84	84	101	101	101	659
<b>Grand Totals</b>	<b>800</b>	<b>1000</b>	<b>1000</b>	<b>1250</b>	<b>1250</b>	<b>1500</b>	<b>1500</b>	<b>1500</b>	<b>9800</b>

**Section 6. Street Engagement Dispute Resolution Process**

The parties agree to design, in conjunction with the Court and/or Special Master, a dispute resolution process for individuals who are subject to the City’s Street Engagement Strategy in connection with the City’s performance of this Agreement, pursuant to paragraph 4.

**Compliance Progress:**

**Target/Goals Obligations:** Design a dispute resolution process for individuals who are subject to the city’s street engagement strategy.

**Met Obligation Partially (x)**

In October 2022, the City established a dispute resolution process with the Alliance and the Special Master. Please see Exhibit 3 Dispute Resolution Process. It is crucial to note that the city has only partially met this obligation.

In addition, the City has not yet updated the Court or the Alliance on how dispute resolution is managed in each Council District or Citywide, particularly concerning the engagement process with encampments and the hiring of third-party facilitators for training.

These facilitators, once trained, should assist individuals experiencing homelessness when shelter is offered. As the Special Master, I have not been contacted by any facilitators for resolving housing disputes or informed about the training vendor's hiring.

If the city has engaged a vendor, they must disclose the vendor's details, hiring date, and the engagement process for facilitator assistance promptly.

The City is also required to provide documentation of dispute resolution activities for review by the Special Master for the first year. The city should provide documentation of its dispute resolution activities by the March 22, 2024.

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## **Section 7: Status Updates**

The City will provide quarterly status updates to the Court regarding its progress with this agreement. These updates would include information on the progress made in implementing the agreement, such as:

- The number of housing or shelter opportunities created or otherwise obtained.
- The number of beds or opportunities offered and the numbers of bed opportunities currently available in each council district.
- The City will work with LAHSA to include in the quarterly status updates, to the extent possible:
  - The number of PEH engaged
  - The number of PEH who have accepted offers of shelter or housing
  - The number of PEH who have rejected offers of shelter or housing and why offers were rejected
  - The number of encampments in each council district

## **Compliance Progress:**

Quarterly status updates regarding its progress with the obligations of the agreement.

## **Met Obligation Partially (x)**

Quarterly status updates have been submitted to the Court on time, but these reports only contain the number of housing or shelter opportunities created or otherwise obtained, the

number of beds or opportunities offered, and the number of beds or opportunities currently available in each Council District for each quarter thus far.

The City is missing other key progress areas that must be reported to the Court and the public quarterly.

The City has yet to provide the court with the following information:

- The number of PEH who have accepted offers of shelter or housing
  - The number of PEH who have rejected offers of shelter or housing and why offers were rejected
  - The number of encampments in each council district
- 

**Section 7.2 of the agreement states that the parties will engage a mutually agreed-upon third party to provide:**

- Data collection
- Analysis
- Comments
- Regular public reports on the City's compliance with the terms of the agreement

**Compliance Progress:**

Did the City engage a mutually agreed upon third party to provide data collection, analysis, comments and provide regular public reports on city's compliance with the terms of the agreement?

**Met Obligation Partially (x)**

Initial discussions were initiated with the City and the Alliance, yet it appears that a third party has not been hired to gather the crucial data required for this agreement. It is paramount that the City adheres to these vital provisions to ensure full compliance with all aspects of the agreement. While deadlines may not be specified, it is crucial for the City to disclose details about its existing data collection systems and make the data gathering, analysis, and feedback easily accessible for transparency and accountability purposes.

Consequently, the absence of reporting or sharing this information needs to be rectified through an accessible platform. Notably, I have noticed that the City has a data dashboard

and various metrics for the Inside Safe Program; the City should consider a similar platform should be established for the Alliance Settlement Agreement. Moreover, accessibility of data pertaining to housing solutions and other mandated provisions is essential for both the court and the public to have insight into meeting the agreement's obligations. Ensuring accurate information on shelter availability and usage, without compromising individual privacy, is critical for the City to adhere to the settlement (tracking touches and not people in housing solutions must be addressed). A precise understanding of the number of beds available and their utilization at any given time is imperative. Equally important is granting the Court and the general public comprehensive access to data on the housing interventions implemented to fulfill the agreement's terms. The City's compliance with the settlement hinges significantly on the availability and efficient use of shelters and alternative housing options. Therefore, obtaining dependable information on bed availability and usage trends is essential for an accurate assessment of the situation at any point in time.

## **Conclusion and Looking Ahead to Special Master Monitor Report 2**

For the first reporting period (July 1, 2022, through December 2023), the City did meet major milestones but only partially met other key obligations in the agreement that were important in year one due to the alignment with the bed and encampment reductions plans, milestones, and deadlines. As mentioned at the beginning of the report, the City faced various challenges in late 2023, that caused delays in the production of data and other reporting required under the agreement. The parties and I will continue to work to ensure the necessary data and information are included moving forward. The City has much work ahead, but I am encouraged by the efforts made thus far and the strides they continue to make to meet the terms of the agreement.

As we move into year two of the reporting period, I wish to draw attention to a few key observations and future considerations regarding data and performance metrics for the City's consideration.

In my observations of the Homeless and Poverty Committee meetings discussing the Inside Safe program's progress, a notable concern arose regarding the alignment of program efforts with the City's obligations under the Alliance Settlement. This raised apprehension as metrics revealed the shifting of unhoused individuals between council districts, deviating from the Settlement's goal of fair distribution and meeting PEH targets. The City's recent opposition motion against the Alliance highlighted a few discrepancies in housing solutions within specific Council Districts with the Inside Safe Program. The data from Inside Safe from the January 19, 2024 report, and the City's Alliance Settlement Quarterly Report ending December 31, 2023, highlights a few



disparities, such as the relocation of 91 homeless individuals from district 12 to district 14 without adequate interventions in their own council district for year 1. The transfer of unsheltered individuals without proper housing solutions in their own district undermines the equitable distribution per council district.

While acknowledging the significance of encampment operations in aiding individuals off the streets promptly with the Inside Safe Program, it is crucial to ensure adherence to dispute resolution processes outlined in the Settlement Agreement. Upholding protocols safeguards the rights of homeless individuals and ensures the City's actions align with agreed upon terms. Addressing these concerns is paramount for compliance with the Settlement Agreement, emphasizing the importance of transparency and accountability in the City's efforts moving forward.

It is crucial for the City to prioritize the gathering and reporting of data to ensure the monitoring of progress and compliance. This includes overseeing the occupancy and departures of housing accommodations, as well as the exact count of individuals receiving housing and services without any unnecessary duplications or repetitions of counting for the same person in the system. Accurate and current data on shelter usage and bed availability are essential for effective measurement criteria. In terms of collaborating with City partners to tackle homelessness, homeless service providers should provide details on the entry and exit points of individuals in housing solutions, along with the expenses per homeless individual. This approach will offer a clear depiction of the cost per individual, real-time availability of beds, and utilization rates at any given moment.

Ensuring accountability and promoting transparency in the monitoring process are key components of upcoming reports. Additionally, my goal is to enhance communication channels with elected representatives, offering consistent insights and updates on the monitoring strategy, actions with the Court, and stakeholders.

All participants involved in this agreement recognize the urgency and the pressing need for swift action. They understand the complexity of the issue of homelessness, calling for a holistic approach. Through collaboration, innovation, and a shared commitment to compassion and empathy, all parties and the Court stand firm in their determination to advance efforts in addressing street homelessness for all individuals in Los Angeles.

Looking toward the Reporting Period of Year Two (2), here are some suggestions for the City to review, the Court to contemplate, and the LA Alliance to consider:

- Encampment Resolution Progress Report for each Council District for year one

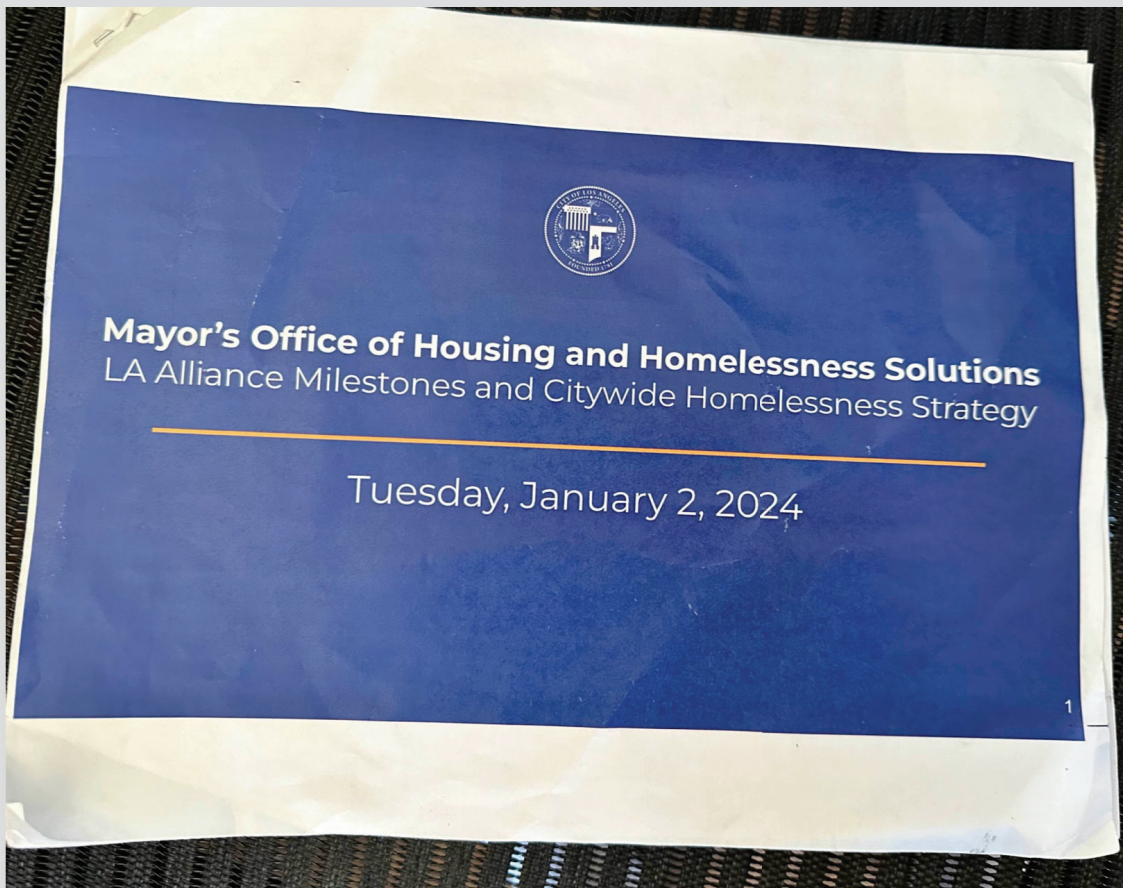
- Include the number of People Experiencing Homelessness (PEH) engaged in all future Quarterly Reports
- Include the number of PEH who have rejected offers of shelter or housing and why offers were rejected in all future Quarterly Reports
  - Provide a status update on Data collection, Analysis, and Comments and next steps regarding data tracking tools
  - Provide readily accessible regular public reports on the City's compliance with the terms of the agreement online
  - Provide documentation of the dispute resolution activities to the Special Master for year one for review and moving forward
  - Collaboration with the Controller's Office on interim and shelter map data in real-time for accuracy in bed availability
  - Provide vendor and expenses incurred for the Alliance Agreement, similar to the Inside Safe Program

## EXHIBIT 1: City - Roadmap Alliance Milestones

ROADMAP Open and Occupiable (1)	COUNCIL		ALLIANCE MILESTONES		FY 2022-23				FY 2023-24				FY 2024-25				FY 2025-26				FY 2026-27				Overall Total	Goal	Current Delta			
	District	As of:	Q1	Q2	Q3	Q4	FY Total	Q1	Q2	Q3	Q4	FY Total	Q1	Q2	Q3	Q4	FY Total	Q1	Q2	Q3	Q4	FY Total	Q1	Q2				Q3	Q4	FY Total
	11/9/2022																													
1,461	All CDs		0	350	65	72	487	62	53	0	63	178	0	47	52	54	153	0	0	0	142	142	0	0	0	143	143	1,103		-285
106	1	-	0	0	65	0	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	65		
		Interim Housing	0	0	65	0	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	65		
		Permanent Housing	0	350	0	72	422	62	53	0	63	178	0	47	52	54	153	0	0	0	0	0	0	0	0	0	0	753		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
610	2	-	0	48	51	0	99	0	0	32	0	32	0	63	0	0	63	0	0	0	147	147	0	0	0	93	93	434	434	-185
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	48	51	0	99	0	0	32	0	32	0	63	0	0	63	0	0	0	55	55	0	0	0	0	0	249		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
274	3	-	0	13	0	273	286	44	0	0	0	44	0	0	0	0	0	63	0	0	44	107	0	0	0	44	44	481	481	-88
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	13	0	243	256	44	0	0	0	44	0	0	0	0	0	63	0	0	0	63	0	0	0	0	0	363		
		Other Interventions (2)	0	0	0	30	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30		
287	4	-	0	143	0	54	197	61	0	0	0	61	0	0	0	100	100	0	0	0	21	21	0	0	0	21	21	400	400	-142
		Interim Housing	0	143	0	0	143	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	143		
		Permanent Housing	0	0	0	54	54	61	0	0	0	61	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	115		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
81	5	-	0	50	0	0	50	49	0	0	0	49	0	0	0	0	0	0	0	0	107	107	0	0	0	108	108	314	314	-215
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	50	0	0	50	49	0	0	0	49	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	99		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
609	6	-	0	83	76	104	263	0	197	89	0	286	0	0	0	0	0	90	33	24	0	147	108	0	0	0	108	804	730	74
		Interim Housing	0	83	0	0	83	0	148	0	0	148	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	231		
		Permanent Housing	0	0	76	104	180	0	49	89	0	138	0	0	0	0	0	90	33	24	0	147	108	0	0	0	108	573		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
86	7	-	0	136	0	0	136	0	0	0	0	0	0	0	0	0	0	0	0	0	322	322	0	0	0	323	323	781	781	-645
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	136	0	0	136	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	136		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
82	8	-	0	182	97	180	459	0	0	0	45	45	36	80	0	45	161	26	85	0	0	111	0	0	0	0	0	776	574	202
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	182	97	180	459	0	0	0	45	45	36	80	0	45	161	26	85	0	0	111	0	0	0	0	0	776		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
420	9	-	0	141	51	0	192	56	0	31	31	118	56	0	0	100	156	41	0	0	498	539	0	0	0	499	499	1,504	1,504	-1,097
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	141	51	0	192	56	0	31	31	118	56	0	0	0	56	41	0	0	0	41	0	0	0	0	0	407		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
160	10	-	0	147	94	0	241	88	20	20	0	128	0	0	0	0	0	93	0	0	65	158	0	0	0	65	65	592	592	-130
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	147	94	0	241	88	20	20	0	128	0	0	0	0	0	93	0	0	0	93	0	0	0	0	0	462		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
136	11	-	0	67	112	131	310	0	0	73	0	73	39	133	0	0	172	0	0	0	89	89	0	0	0	90	90	734	734	-179
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	67	112	131	310	0	0	73	0	73	39	133	0	0	172	0	0	0	0	0	0	0	0	0	0	555		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
202	12	-	0	0	0	115	115	0	54	0	0	54	0	0	0	100	100	99	0	0	27	126	0	0	0	27	27	422	422	-154
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	0	0	115	115	0	54	0	0	54	0	0	0	0	0	99	0	0	0	99	0	0	0	0	0	268		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
355	13	-	0	59	63	67	189	20	157	145	0	322	111	32	0	0	143	18	0	145	104	267	0	0	0	105	105	1,026	1,026	-209
		Interim Housing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Permanent Housing	0	59	63	67	189	20	157	145	0	322	111	32	0	0	143	18	0	145	0	163	0	0	0	0	0	817		
		Other Interventions (2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
1,360	14	-	0	101	251	0	352	58	513	0	83	654	43	44	16	0	103	0	148	0	810	958	0	0	0	811	811	2,878	2,878	-1,621
		Interim Housing	0	0	74	0	74	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74		
		Permanent Housing	0	101	177	0	278	58	513																					

**EXHIBIT 2**

PDF attached with report



## EXHIBIT 3

### DISPUTE RESOLUTION PROCESS

This Dispute Resolution Process (DRP) is created pursuant to Paragraph 6 of the Settlement Agreement and applies to the resolution of disputes raised by individual Persons Experiencing Homelessness (PEH) in connection with the City's performance of paragraph 4 of the Settlement Agreement. Consistent with Section 4, this DRP applies only to enforcement of District-wide or City-wide prohibitions on sitting, lying, sleeping or camping in public. Neither Section 4 nor this DRP apply to enforcement of any time, place, or manner regulation of sitting, lying, sleeping, camping, or storing, using, maintaining or placing personal property in public.

#### Dispute Resolution

The City will ensure that third party personnel with training in dispute resolution facilitation involving homelessness (Facilitators) are available to individual PEH at or near the time of the offer of shelter to PEH. Facilitators will be reasonably available and may be present at an encampment site or by calling 311.

Facilitators will assist individual PEH in the resolution of any legitimate dispute claimed by the PEH relating to an offer of appropriate shelter. Facilitators will coordinate any proposed resolution with on-site outreach workers and/or other service providers.

The goal of dispute resolution is to resolve legitimate disputes that arise in the shelter process by exploring in good faith any appropriate shelter resources along with effectively communicating with the PEH.

Factors to Consider in resolving disputes relating to appropriate shelter:

1. Type of shelter, including but not limited to:
  - a. Community/location, including proximity to services already receiving and/or work location
  - b. Pets
  - c. Size and makeup of family unit (whether shelter allows for spouse/domestic partner to stay together or is appropriate facility for children)
  - d. Need for separate quarters for men and women, if applicable
2. Type of services available, including but not limited to:
  - a. Does PEH need on-site mental health, substance abuse and addiction, medical, or other specialized services?
  - b. Can the shelter reasonably accommodate the PEH's mental or physical needs or disabilities?

If facilitation does not resolve the dispute, the Special Master will make the final determination concerning the appropriate resolution.

The Special Master may, in his or her discretion, refer any dispute to the Court for consideration and resolution.

#### Administration

##### Training and Oversight:

The Facilitator shall be approved by the parties. The parties shall also approve the vendor to train the Facilitators. Any dispute regarding the identity of the Facilitator or training vendor may be referred by the parties to the Special Master for final resolution.

*(The City envisions using an existing mediation program to provide the facilitators, maybe an organization from the County's list of approved DRPs. The City also thinks the facilitators should be trained by a professional mediator/trainer under the supervision of the Special Master. We've had preliminary (i.e. off the record) discussions with Maia Ferdman from Bridges Intergroup Relations Consulting, who created a mediation framework for outreach workers, activists, PEH and City personnel in CD 10. We're happy to take other suggestions)*

##### Coordination by the City:

The City shall establish a process for the engagement by PEH of assistance from the Facilitators. This process may be coordinated through a centralized person or office within the City (i.e. CAO / UHRC).

##### Documentation of dispute resolution process, including outcome:

Facilitators will document their activities and provide reports to the City's centralized person or office. Reports shall be made available to the Special Master upon request.

The parties may agree to modifications of this DRP, in writing.



**Mayor's Office of Housing and Homelessness Solutions**  
LA Alliance Milestones and Citywide Homelessness Strategy

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Tuesday, January 2, 2024



## The Citywide Vision

A person and community-centered approach that

- Mayor enacts a State of Emergency on day one
- Moves with urgency to bring people inside
- Enhances the integration and delivery of comprehensive services
- Strengthens the interim housing infrastructure and supply
- Accelerates the development of housing that is affordable
- Drives solutions that proactively address and rectify the entrenched inequities within the system



## Commitment to LA Alliance Settlement Agreement

- ✓ 12,915 units of shelter and housing by June 2027 (prior to Mayor Bass)
- ✓ Encampment Engagements: 30,000 per year (Plaintiff accepted)
- ✓ Encampment Cleanings: 30 to 75 per week (Plaintiff accepted)
- ❑ **Encampment Reductions: 12,000 Individual Encampments (Jun 2022 - June 2027)\***

\*retroactive data to be compiled and processed





## Barriers to Building a Citywide Approach

- We found siloed systems and processes that didn't bring people inside immediately and lacked adequate and transparent data collection. Flaws included:



Fragmented, uncoordinated, inequitable approach  
*Council Offices felt a lack of support while attempting to solve on their own*



Lack of real-time data and synchronization across partners  
created challenges for serving needs and tracking progress



Gaps in homeless management systems made it difficult to  
achieve and measure individual progress and outcomes



## A Different Way

- Urgently addressing the homelessness crisis to save lives by declaring a state of emergency
- Locking arms with LAHSA, HACLA, LAHD, LA County, State, and Federal partners to fix roadblocks and systemic flaws
- New leadership at LAHSA and stronger oversight
- Creating and implementing citywide Inside Safe Initiative to holistically address encampments
- Issuing executive directives to streamline and accelerate the development of affordable housing citywide

# Results of Citywide Approach: Inside Safe

**34**

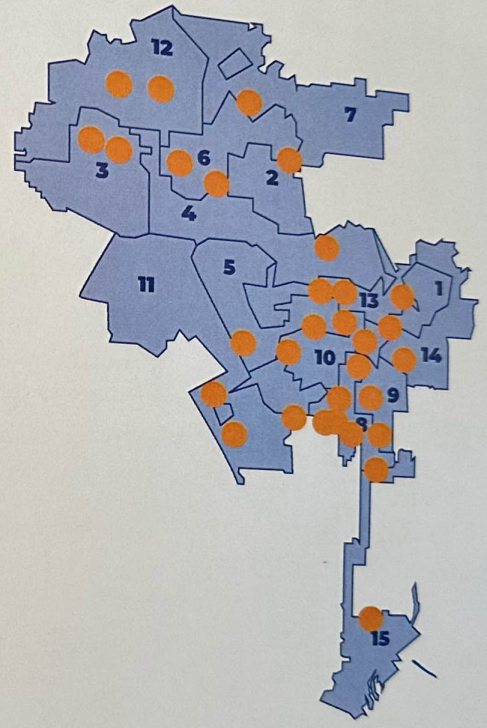
Encampment Resolutions\*

**2,008**

People Voluntarily Moved Inside\*

INSIDE SAFE PARTICIPANT RETENTION\*  
**80%**  
*Service Delivery*

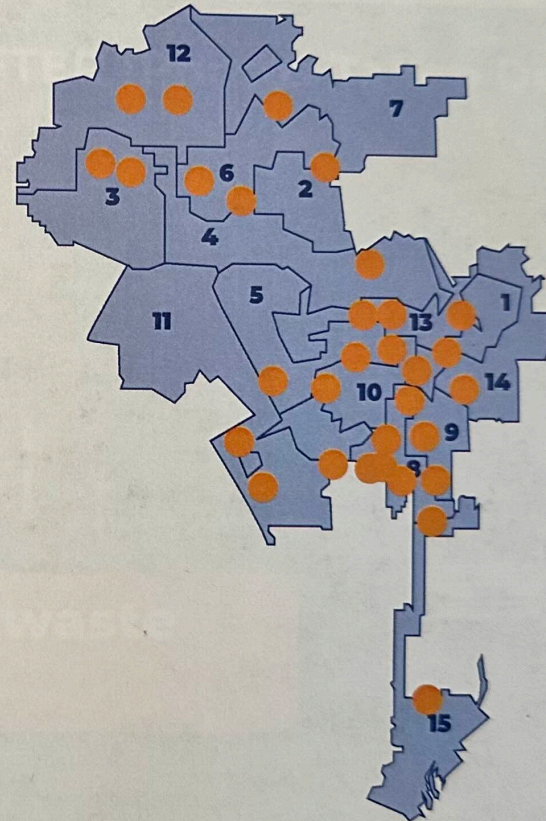
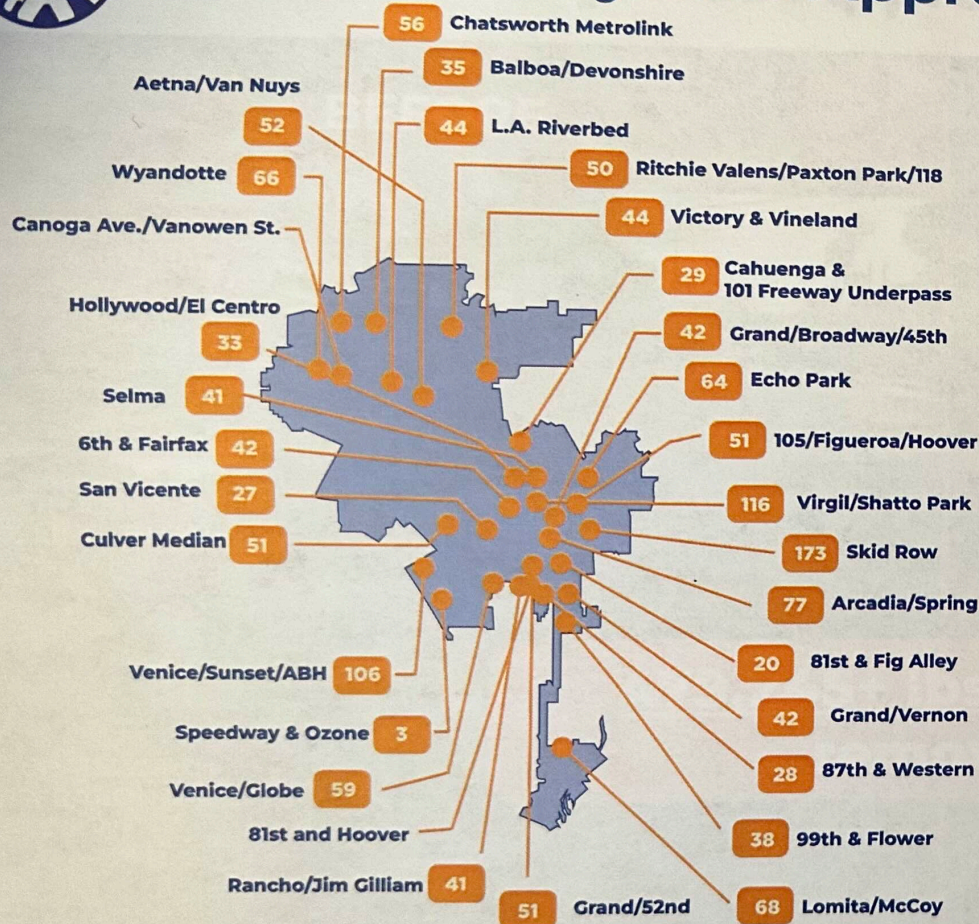
ALL OTHER INTERIM HOUSING RETENTION\*\*  
**64%**



Data is provided by LAHSA. \*Reported as of 12/15  
\*\*Reported as of 11/30; does not include Inside Safe.



# Results of Citywide Approach: Inside Safe



Map as of 11/



## Results of Citywide Approach: People Housed



### Interim Housing

LAHSA/HMIS data

2022: 16,931

2023: **21,694**

**+28%**



### Housing Vouchers

HACLA data – 3,563 via Emergency Housing Vouchers, 3,616 via Housing Choice Vouchers, select Project Based Vouchers, and VASH Vouchers.

2022: 5,223

2023: **7,717**

**+48%**



### Permanent Housing Construction

HACLA and LAHD data – Primarily HHH and PHK Units that come online

2022: 1,361 *(approximate)*

2023: **3,551**

**+161%**

Data as of 12/1/23



# Results of Citywide Approach: Inside Safe

**BEFORE**

**AFTER (Photos Taken Dec 2023)**

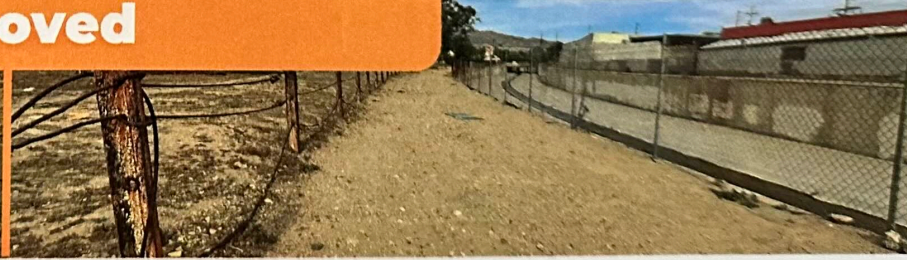
VENICE  
OPERATION DATE:  
JAN 3



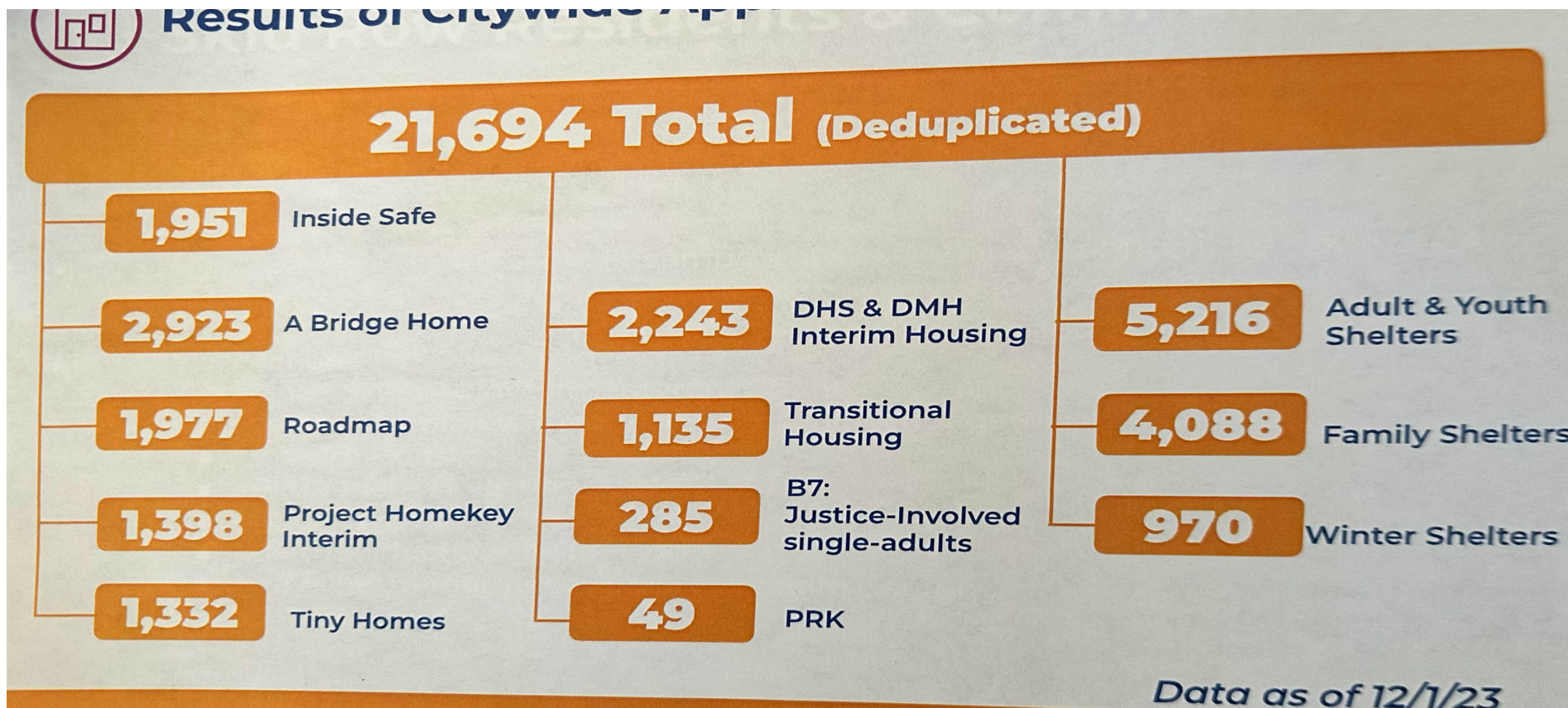
6TH & FAIRFAX  
OPERATION DATE:  
FEB 16



CHATSWORTH  
OPERATION DATE:  
JUNE 14



**479,245+ lbs of waste removed**





# Skid Row Residents & Community

- Expanding Interim Housing options for Skid Row resident via the LA Grand and Mayfair Hotel
- County/City awarded joint \$60M Encampment Resolution Grant from the State of CA to provide enhanced services and housing to high acuity Skid Row residents
- Skid Row Action Plan Developed
  - Combined \$227.4M investment from County, City, and State
  - Comprehensive plan with robust community engagement that includes:
    - Interim Housing
    - Permanent Housing
    - Safe Services
    - Harm Reduction Health Hub ??
    - 24/7 Low Barrier Behavioral Healthcare Center





## LA Alliance - Citywide Milestones

### Encampment Reduction and Resolutions

**Goal: 12,000 Tents, Makeshift Shelters, Cars, Vans, and RVs.**

- Time Period: Jun 2022\* - June 2027
- Reductions and Resolutions generated through:
  - Inside Safe
  - Care/Care+
  - 41.18 Operations *Dispute to 2025*
  - RV operations
  - Other Council Operations

\*at the start of the settlement, June 14th 2022

\*\*Goal is set at 0, but retroactive tabulation can provide additional metrics to the overall 12,000

Time Period	Milestone Period	Aggregate Milestone
Jun - Dec 22	0**	0**
Jan - Jun 23	1,000	1,000
July - Dec 23	1,000	2,000
Jan - June 24	1,000	3,000
July - Dec 24	1,250	4,250
Jan - June 25	1,250	5,500
July - Dec 25	1,250	6,750
Jan - June 26	1,500	8,250
July - Dec 26	1,750	10,000
Jan - June 27	2,000	12,000
<b>Totals:</b>	<b>12,000</b>	<b>12,000</b>