

1 DAWYN R. HARRISON (State Bar No. 173855)
County Counsel
2 KATHERINE M. BOWSER (State Bar No. 230626)
Assistant County Counsel
3 ANA WAI-KWAN LAI (State Bar No. 257931)
Senior Deputy County Counsel
4 alai@counsel.lacounty.gov
5 OFFICE OF COUNTY COUNSEL
500 West Temple Street, Suite 648
6 Los Angeles, California 90012
7 Telephone: (213) 974-1830
Facsimile: (213) 626-7446

8 LOUIS R. MILLER (State Bar No. 54141)
smiller@millerbarondess.com
9 MIRA HASHMALL (State Bar No. 216842)
mhashmall@millerbarondess.com
10 JASON H. TOKORO (State Bar No. 252345)
jtokoro@millerbarondess.com
11 MILLER BARONDESS, LLP
12 2121 Avenue of the Stars, Suite 2600
13 Los Angeles, California 90067
14 Telephone: (310) 552-4400
Facsimile: (310) 552-8400

15 Attorneys for Defendant
16 COUNTY OF LOS ANGELES

17 **UNITED STATES DISTRICT COURT**

18 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

19
20 LA ALLIANCE FOR HUMAN
21 RIGHTS, et al.,
22 Plaintiffs,
23 v.
24 CITY OF LOS ANGELES, et al.,
25 Defendants.
26

CASE NO. 2:20-cv-02291 DOC (KES)

**COUNTY OF LOS ANGELES’
STATEMENT RE: PROPOSED
OCTOBER 25, 2024 EVIDENTIARY
HEARING ON CITY’S BED PLAN**

Assigned to the Hon. David O. Carter
and Magistrate Judge Karen E. Scott

1 **I. INTRODUCTION**

2 On October 16, 2024, the Court set an “evidentiary hearing” for the afternoon
3 of October 25, 2025, following discussions regarding the City’s proposed “Bed
4 Plan.” (10/16/24 Hrg. Tr. at 43:9-14, 46:15-47:12.) The Bed Plan refers to the
5 City’s request to modify its settlement agreement with Plaintiffs (“City Settlement,”
6 Dkt. 421) by, *inter alia*, “adding 2,500 beds created under the Roadmap Agreement
7 (Dkt. 185-1)” in order “to meet its remaining bed obligation.” (Dkt. 775; *see also*
8 Dkt. 765 [8/30/24 Minute Order re Bed Plan].)

9 The County expresses no position on the necessity of an evidentiary hearing
10 regarding the appropriateness of modifying the City Settlement per the Bed Plan.
11 However, Plaintiffs also suggested during the October 16th status conference that
12 the evidentiary hearing should include “potentially develop[ing] facts around the
13 question of whether the County’s refusal to continue to fund those [2,500 beds]
14 violates the County’s settlement agreement as well.” (10/16/24 Hrg. Tr. at 15:23-
15 25.) This request for an evidentiary hearing regarding *the County* misstates the
16 record, has no basis in fact or law, and would exceed the Court’s authority under
17 Plaintiffs’ settlement agreement with the County (“County Settlement,” Dkt. 646).

18 **II. PROCEDURAL HISTORY**

19 Plaintiff LA Alliance for Human Rights is an organization that represents
20 housed residents and business owners unhappy with the state of homelessness in the
21 Los Angeles area. It was formed for the purpose of pursuing this litigation after
22 being denied intervention in *Mitchell v. City of Los Angeles*, Case No. 16-CV-
23 01750. In this case, Plaintiff alleged constitutional violations of due process and
24 equal protection related to the presence of homeless encampments, as well as
25 violations of state law, nuisance statutes, negligence and waste of public funds.

26 **A. The Roadmap/Freeway Agreement**

27 On June 16, 2020, the County and the City entered into a binding term sheet
28 whereby the County agreed to pay the City \$53 million during the first year, and up

1 to \$60 million per year for the following four years, to finance operations for 6,000
2 new beds for vulnerable people experiencing homelessness (“PEH”). (Dkt. 136.)
3 The County also agreed to provide a package of mainstream services to PEH
4 residing in facilities established by the City pursuant to the Memorandum of
5 Understanding (“MOU”), including on-site outreach and engagement, benefits
6 assistance, as well as mental health and substance use disorder services.

7 In October 2020, the City and County filed their MOU memorializing this
8 commitment. (Dkt. 185-1.) The first page of the MOU sets forth its term, which
9 expires on June 30, 2025. (*Id.* at 1.) The Roadmap/Freeway Agreement (“Roadmap
10 Agreement”) also made clear that, other than the annual payments described in the
11 MOU, the City was “responsible for all costs, including capital costs, operating
12 costs, and/or other expenses” associated with the 6,700 new beds. (*Id.* at 5.) Not
13 only that, the MOU states that “[t]he funding obligation of COUNTY under this
14 MOU is exclusive,” and the County was otherwise free to allocate funding
15 “consistent with Board policy.” (*Id.*)

16 It is undisputed that the County has tendered each annual payment to the City,
17 as well as filed quarterly status reports regarding its supportive services. Pursuant to
18 the terms of the MOU, the County made its last payment of \$60 million to the City
19 on July 3, 2024. (Dkt. 758.) Plaintiffs were never a party to the MOU.

20 **B. The City Settlement**

21 Plaintiffs and the City reached a settlement of the underlying litigation in the
22 spring of 2022. As relevant to this dispute, the City agreed in the City Settlement to
23 “create a Required Number of housing or shelter solutions, which is equal to, but (in
24 the City’s discretion) may be greater than, the shelter and/or housing capacity
25 needed to accommodate sixty percent (60%) of unsheltered City Shelter Appropriate
26 PEH within the City based on LAHSA’s 2022 Point in Time count.” (Dkt. 421.)

27 In response to objections by the Intervenors, the City confirmed that “[a]ll of
28 the beds the City is committing to build in this Settlement Agreement are in addition

1 to the beds being built pursuant to the MOU” and “[t]here will be no double-
2 counting of beds between this Settlement Agreement and the MOU.” (Dkt. 438 at 6
3 (citing 5/20/22 Hrg. Tr. at 11:19–23).)

4 **C. The Instant Dispute Regarding The City’s Bed Plan**

5 During a status conference on August 29, 2024, the City Administrative
6 Officer, Matt Szabo, appeared in court to present a proposed modification to the
7 City Settlement. (*See* Dkt. 765.) According to Mr. Szabo, the City has identified “a
8 gap of 4,252 beds that . . . need to be identified and funded between now and June of
9 2027” for the City to meet its housing obligations under the City Settlement.
10 (8/29/24 Hrg. Tr. at 73:3-4.) As part of its plan to close that gap, the City requested
11 permission to migrate 2,500 beds created under the Roadmap Agreement to the City
12 Settlement. (*Id.* at 72:22-77:4.) At the Court’s request (Dkt. 765), the City
13 submitted a written proposal to this effect (Dkt. 775).

14 On October 4, 2024, Plaintiffs filed a “Position” concerning the Bed Plan and
15 requested an “an answer from the County of Los Angeles about whether it will
16 amend the Roadmap Agreement to continue paying for 50% of the operational costs
17 of the 4,100 shelter beds upon expiration of the Roadmap Agreement, to prevent
18 those beds from being closed.” (Dkt. 785 at 1.) In their Position, Plaintiffs admit
19 “the [MOU] ‘was always set to expire,’” (*id.* at 2), but nevertheless called for “an
20 evidentiary hearing on October 16, 2024, about the implications of closing these
21 4,100 beds and/or the financial conditions of the City upon losing County funding
22 and why the County cannot continue to separately fund these beds.” (*Id.*)

23 Plaintiffs made no effort to ground this request in any provision of the
24 Roadmap Agreement or County Settlement, because *none* exists. Plaintiffs cited to
25 a single news article that has nothing to do with this case or the County Settlement
26 at all. Far from supporting an evidentiary hearing, the article was about one of
27 countless examples of County-backed homeless programs above and beyond the
28 commitments made by the County in the Settlement. The article lauded the

1 County’s efforts to “expand[] its emergency resources to ensure our most vulnerable
2 community members can access safe shelter and services during inclement weather
3 events,” reporting the Board of Supervisors recently unanimously approved the
4 development of year-round, 24/7 emergency homeless shelters. (*Id.*)

5 Plaintiffs nevertheless pressed for an evidentiary hearing during the October
6 16th status conference. Their presentation to the Court relied on photographs of
7 unhoused individuals, excerpts from the *City Settlement*, and quotes from recent
8 status conferences where representatives of the City and County mentioned the
9 expiration of the Roadmap Agreement. (Dkt. 794.) Plaintiffs proffered no evidence
10 showing the County is in breach of any term of the County Settlement merely
11 because the Roadmap Agreement ends next year by its own terms.

12 **III. THERE IS NO BASIS FOR AN EVIDENTIARY HEARING**
13 **REGARDING THE COUNTY SETTLEMENT**

14 The decision rests exclusively with the City, Plaintiffs, and the Court whether
15 the City may migrate 2,500 of the beds it created under the Roadmap Agreement to
16 fulfill its settlement obligations. The County is not a party to the City Settlement.

17 However, if the Court approves the Bed Plan, the County has confirmed those
18 2,500 beds will be supported by the County pursuant to their May 2024
19 Memorandum of Understanding (“May 2024 MOU”), in which the County
20 committed hundreds of millions of dollars to funding 100% of the operations of the
21 City’s interim housing counted towards the City Settlement. (10/16/24 Hrg. Tr. at
22 38:20-41:6.) To be clear, that commitment is *in addition to* the millions of dollars
23 in services, new beds, and new subsidies that the County is providing under the
24 County Settlement. And under the MOU, the County is doing more than the
25 Roadmap Agreement, not less, because the County is funding 100% of the City
26 bed’s operating costs; whereas under the Roadmap Agreement it was funding about
27 half of the costs of these beds. The May 2024 MOU is a private agreement between
28 the City and County as partners in tackling the crisis of homelessness in the City;

1 Plaintiffs are not parties to that agreement, and it is not within the scope of this case.
2 (5/2/24 Hrg. Tr. at 10:8-11:6.) However, this is one of countless examples of the
3 County’s substantial efforts above and beyond the obligations under its settlement
4 agreement with the Plaintiffs to shelter, house, and ease of the suffering of PEH in
5 the County and the 88 cities within it, including through its emergency declaration,
6 new framework to end homelessness, encampment resolution program, and more.¹

7 Plaintiffs’ call for an evidentiary hearing is, therefore, misplaced. An obvious
8 threshold issue is that the County Settlement contains detailed dispute resolution
9 procedures that must be satisfied before Plaintiffs can assert a breach and ask the
10 Court to exercise its continuing jurisdiction. Specifically, Section P.1 provides that
11 the “*required*” and “*exclusive steps*[*l*]” for raising concerns regarding the County’s
12 obligations under the Agreement are by written notice to County Counsel, followed
13 by “informal negotiations” between the parties to try and resolve any dispute. (*See*
14 Dkt. 646 at 16-17.) The parties’ Second Addendum to the settlement likewise
15 contemplates the involvement of the monitor(s)—not the Court—in these initial
16 discussions. (*See id.* at 38.) Plaintiffs have side-stepped the process agreed to by
17 the Parties because they do not have credible grounds to argue that the natural lapse
18 of the Roadmap Agreement constitutes a breach of the County Settlement.

19 Not only is there no basis to treat the expiration of the Roadmap Agreement
20 as a violation of the County Settlement, Plaintiffs are also not entitled to conduct a
21 fishing expedition through the County budget, which is what this is. And it is
22 especially inappropriate for Plaintiffs to exploit photographs of vulnerable PEH to
23 justify their disregard for the negotiated dispute resolution procedures and obtain a
24 needless evidentiary hearing.

25 In order to continue to make meaningful progress in this unprecedented crisis,
26

27 ¹ More information about these efforts can be found at the County Homeless
28 Initiative’s website, <https://homeless.lacounty.gov/newsroom/#>.

1 the County needs freedom to pursue a variety of evidence-based policy choices that
2 are responsive to the needs of the community and the County’s budget realities, not
3 the anecdote-fueled perspective of one interest group. *See City of Grants Pass,*
4 *Oregon v. Johnson*, 144 S. Ct. 2202, 2226 (2024) (communities need “‘wide
5 latitude’ and ‘flexibility’ . . . to address the homelessness crisis”). There is no
6 reason to call the County’s subject matter experts away from their tireless work on
7 behalf of the homeless population.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: October 24, 2024

MILLER BARONDESS, LLP

By: /s / Mira Hashmall
MIRA HASHMALL
Attorneys for Defendant
COUNTY OF LOS ANGELES